


Civil and Administrative Responsibility of PPAT for Sale and Purchase Deeds of Joint Property Made Without the Consent of the Spouse: Analysis of Decision Number 909 PK/PDT/2020

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Article Info	ABSTRACT
<p>Keywords: Accountability, PPAT, Joint Property.</p>	<p>The existence of joint property in a marriage has the legal consequence that any transfer of rights to it must obtain the consent of both spouses. However, in land practice, it is still found that Deeds of Sale and Purchase (AJB) are made by Land Deed Officials (PPAT) without ensuring such consent, thus creating legal uncertainty and opening up the potential for disputes. This situation emphasizes the importance of examining the role and responsibilities of PPATs as public officials who are obliged to guarantee the formal and material validity of every deed they make. Based on this context, this study examines the civil liability of PPATs for the creation of AJBs of joint property without the consent of the spouse by analyzing Decision Number 909 PK/Pdt/2020. This study uses a normative juridical method through a statutory regulatory approach and a case approach. The results of the study indicate that the sale and purchase of land that constitutes joint property without the consent of the spouse is invalid and can be canceled or nullified by law because it does not meet the subjective requirements of the agreement in Article 1320 of the Civil Code and is contrary to the provisions of marriage law. PPATs can be held civilly liable if their negligence in verifying marital status and the validity of documents causes harm to the parties. Decision Number 909 PK/Pdt/2020 confirms that a Deed of Sale and Purchase (AJB) made without the consent of a spouse can be revoked, resulting in legal consequences for the Land Deed Official (PPAT), the seller, and the buyer. However, buyers who have acted in good faith are still entitled to legal protection in accordance with Supreme Court jurisprudence. This study recommends that Land Deed Officials (PPAT) increase their vigilance by checking marital status, verifying documents, and requesting written consent from their spouse in every joint property transaction. The government needs to clarify technical guidelines, strengthen oversight, and provide competency training for Land Deed Officials (PPAT).</p>
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INTRODUCTION

Land is a fundamental human need and inseparable from various aspects of life, both as a place to live, a means of economic activity, and as an asset with social and strategic value in

national development (Arba, 2017). With the increasing population and the development of economic activity, land is no longer viewed simply as a living space but has become a valuable investment object. This situation has led to an increase in land transactions in society, which ultimately demands the availability of legal mechanisms that can provide certainty, protection, and justice for all parties (Kurniawan, 2016).

Indonesian agrarian law stipulates that any transfer of land rights must be carried out through a clear mechanism and accompanied by valid evidence. One of the main instruments in ensuring this legal certainty is an authentic deed prepared by a Land Deed Official (PPAT) (Fea, 2018). PPATs are authorized to prepare deeds that prove certain legal acts related to land rights, as stipulated in various laws and regulations, including Government Regulation Number 24 of 2016 and Government Regulation Number 24 of 1997 concerning Land Registration. The deed prepared by the PPAT is a formal and material requirement for the registration of the transfer of rights in the national land administration system (Ayu, 2024).

With this strategic function, the PPAT not only acts as a formal registrar, but also as a public official who bears great responsibility to ensure the fulfillment of legal provisions in every transaction stated in the deed (Sutedi, 2018). The PPAT is obliged to examine the identity of the parties, the status of the land object, the validity of supporting documents, and ensure that the wishes of the parties have been conveyed honestly and correctly (Vivianisa, 2023). Negligence or deliberate action by the PPAT in ignoring these legal requirements has the potential to cause disputes and can result in the deed being canceled, thereby harming the parties and injuring public trust in the PPAT institution.

One of the most common legal acts executed by a Land Deed Official (PPAT) is the Deed of Sale and Purchase (AJB). AJB is authentic evidence that a transfer of rights has occurred from the seller to the buyer after the "cash and clear" element has been fulfilled. The cash element refers to the full payment of the land price at the time the agreement is made, while the clear element means that the legal act is carried out before an authorized official, in this case the PPAT (Suwondo & Saputra, 2019). However, practical reality shows that not all AJBs fulfill the formal and material requirements, especially when the object being traded turns out to be joint property in a marriage.

In Indonesian marriage law, joint property has a special legal status. Articles 35 and 36 of the Marriage Law stipulate that all property acquired during a marriage becomes joint property, and that legal action regarding such property requires the consent of both parties, both husband and wife. (Istanti & Khisni, 2017) Similar provisions are also found in the Compilation of Islamic Law. This means that if one spouse sells land that is joint property without the consent of the other spouse, the legal action is invalid and can be annulled. This legal consequence applies not only to the parties but also to the Land Deed Official (PPAT), the official who draws up the deed (Purwantono & Khisni, 2018).

This issue demonstrates the critical role of the Land Deed Official (PPAT) in ensuring that a transaction complies with applicable legal requirements. The PPAT must conduct in-depth research into the status of the property, especially when the object of the transaction

was acquired during the marriage. This obligation is a strict liability because the PPAT must ensure that all material requirements have been met before the deed is signed. If the PPAT is negligent or ignores the fact that the land is considered joint property, the PPAT can be held liable under civil and administrative law. This liability can include compensation, deed cancellation, administrative sanctions, and even permit revocation (Rafiq, 2000).

Several previous studies have revealed that land sales without a spouse's consent are still common. For example, research by Ary Patria Wisnu (2022) confirms that the sale of jointly owned land without the spouse's consent is unlawful and renders the Deed of Sale and Purchase (AJB) null and void. The study also highlights that the Land Deed Official (PPAT) has an absolute obligation to ensure the spouse's written consent, as this is an essential requirement for creating an AJB.

A similar issue arose in the case that became the object of this research, namely Decision Number 909 PK/Pdt/2020 and the appellate decision Number 227 K/Pdt/2019. In this case, the husband sold land that was jointly owned to a third party, and the Land Deed Official (PPAT) issued a Deed of Sale and Purchase without involving or obtaining the wife's consent. The wife then filed a lawsuit to annul the deed because she never gave her consent to the transaction. This dispute highlights a gap in the practice of PPATs who do not conduct in-depth verification of the status of jointly owned property.

This case also demonstrates how judges view the validity of deeds drawn up by Land Deed Officials (PPATs) in the context of violating provisions regarding spousal consent. In several decisions, judges have stated that deeds drawn up without fulfilling material requirements are legally flawed and therefore lack the full evidentiary force of authentic deeds. Consequently, the deeds can be annulled, and the PPAT is deemed negligent in carrying out his duties.

Furthermore, cases like these further impact public trust in the integrity of Land Deed Officials (PPAT). As public officials, PPATs should be at the forefront of ensuring that every transaction is conducted legally, honestly, and transparently. However, when PPATs are involved in the drafting of deeds that violate legal provisions, the integrity of the profession is questioned. This can undermine the land administration system and create legal uncertainty for the public.

These dynamics demonstrate the need for an in-depth study of the civil responsibilities of Land Deed Officials (PPATs) in drafting deeds of sale and purchase of joint property without the spouse's consent. Although the legal framework clearly regulates the obligations of Land Deed Officials (PPATs), their implementation in practice still faces various obstacles, including lack of verification, negligence, or even bad faith on the part of one party attempting to conceal the status of the property.

RESEARCH METHODS

This study uses a normative legal research method with a statutory and case-based approach. Through this normative approach, the study examines written legal provisions related to joint property, the authority of Land Deed Officials (PPAT), and regulations

regarding the preparation of land sale and purchase deeds. Meanwhile, a case-based approach is used to examine the application of norms in Decision Number 909 PK/Pdt/2020 and other comparable decisions. This research is descriptive and analytical, namely describing legal provisions as stated in various regulations and decisions, then systematically analyzing them to answer the question regarding the responsibility of Land Deed Officials (PPAT) when preparing deeds for joint property without the wife's consent (Marzuki, 2017).

The research data is entirely derived from secondary data collected through literature review. Primary legal materials consist of the Civil Code, regulations regarding land registration and Land Deed Officials (PPAT), and relevant court decisions. Secondary legal materials in the form of books, journals, and expert opinions are used to interpret and strengthen the analysis of legal norms. Tertiary legal materials such as legal dictionaries and encyclopedias are used as complements. All data are analyzed descriptively and qualitatively, namely by outlining the contents of regulations, doctrines, and decisions, then drawing conclusions based on legal reasoning without involving statistical techniques (Soekanto, 2010).

RESULTS AND DISCUSSION

Research result

This case involves several parties involved in the transfer of rights to a plot of land owned by the late Haryanto. In the transaction, Haryanto granted power of attorney to Dicky Iksan Soetikno, who acted as the buyer and Director of PT Makmur Persada Indonesia. The initial stage of the transaction was carried out through a Sales and Purchase Agreement (PPJB) drawn up by Notary/PPAT Dra. Lili Iswanti Sudjana, while the Deed of Sale and Purchase (AJB) was drawn up by Notary/PPAT Hj. Hasanawati Juweni Shande based on the PPJB document without ever meeting the seller directly. On the other hand, Haryanto's legal wife, Mrs. Sherly Kumalawati Hardjo, who is also an heir, filed a lawsuit because the land was joint property that was sold without her consent. The Head of the Serang Regency Land Office was also a party to the case because he had processed the registration and issuance of the certificate in the name of the buyer.

The object of the dispute is a 22,215 m² plot of land in Tonjong Village, Serang Regency, which was originally registered as a Freehold Title in the name of Haryanto. In October 2012, the land's status changed to HGB Number 12/Tonjong, and several months later it was transferred to PT Makmur Persada Indonesia through AJB Number 53/2012 dated December 14, 2012. The transfer of rights was recorded by the Land Office on February 14, 2013, so that administratively the official certificate was transferred to the buyer. However, because the transaction was carried out without the consent of the wife who has legal standing over the joint property, this process then became the subject of a dispute that was questioned in court.

Historically, the land was purchased by Haryanto from Eha Julaeha in 2000 based on AJB Number 63/2000 made by Notary/PPAT Dra. Lili Iswanti Sudjana and recorded in

Certificate of Ownership Number 287. After twelve years of being marital property without any separation of property agreement, Haryanto sold the land to PT Makmur Persada Indonesia through AJB Number 53/2012. This transaction was carried out entirely without the consent of Mrs. Sherly Kumalawati Hardjo, who proved her marital status and inheritance rights through a Marriage Deed and a Certificate of Inheritance. On that basis, Sherly filed a lawsuit from the District Court level to the Judicial Review to cancel the transfer of rights which was deemed to have been carried out without authority and contrary to the provisions of joint property.

The Panel of Judges at the Serang District Court in Decision Number 39/Pdt.G/2017/PN Srg essentially rejected the Plaintiff's entire lawsuit because it considered that the Deed of Sale and Purchase (AJB) Number 53/2012 had been made through the correct procedure and the buyer was considered a party acting in good faith. The District Court considered that even though the Plaintiff later proved the existence of a legal marriage with the late Haryanto through a marriage certificate and other authentic evidence, this was not enough to prove that the AJB was void or legally flawed. The District Court also argued that the PPAT had carried out its duties procedurally by examining the documents submitted by Haryanto, even though the documents did not include his actual marital status. Based on that, the District Court concluded that the Plaintiff had failed to prove the main argument of his lawsuit .

On appeal, the Banten High Court, in Decision Number 60/PDT/2018/PT BTN, fully upheld the District Court's decision. The High Court argued that all of the Appellant's objections merely reiterated arguments already fully considered by the District Court. The High Court did not provide any new considerations and directly stated that the District Court's considerations were correct and defensible. Therefore, the Appellant was declared the losing party and was burdened with the cost of the case. The High Court also did not correct the District Court's assessment of the deceased Haryanto's marital status or the status of joint property (*gono-gini*), even though both issues were at the heart of the dispute.

In the cassation (Decision 227 K/PDT/2019), the Supreme Court found that there was an erroneous application of the law by the *judex facti* at the District Court and High Court levels. The Supreme Court stated that the reason for the cassation was justified because the District Court and High Court did not consider very substantial legal facts, namely that the object of the dispute was joint property (*gono-gini*) between the Plaintiff and the late Haryanto. As joint property, the transfer of rights cannot be carried out legally without the wife's consent as regulated in Article 36 paragraph (1) of the Marriage Law. The *judex facti* was also deemed to have ignored authentic evidence in the form of a marriage certificate and a child's birth certificate which showed the Plaintiff's family status. Thus, the Supreme Court considered that *the judex facti* had erroneously assessed the evidence and erroneously applied the provisions of marriage law.

In the Judicial Review examination, the Supreme Court emphasized the existence of a clear error in the *judex facti* which did not consider the status of the object as joint property,

so that all legal actions of the deceased Haryanto without his wife's consent were legally flawed. The Supreme Court considered that the actions of the notary/PPAT who made the Deed of Sale and Purchase based on documents stating that Haryanto was "not in a marital bond" showed a lack of accuracy in document verification, and protection for buyers in good faith cannot override the imperative principles of family law, especially regarding joint property. Based on this error, the Supreme Court annulled Decision Number 227 K/Pdt/2019 which previously upheld the decisions of the Banten High Court and the Serang District Court, granted the request for a judicial review of PT Makmur Persada Indonesia, rejected all claims for provision, exception, conventional and counterclaims, and ordered the PK Respondent to pay court costs at all levels of court in the amount of IDR 2,500,000.00, so that the PK decision reaffirmed the need to pay attention to the status of joint assets, Haryanto's authority to sell, and the application of Article 36 paragraph (1) of the Marriage Law.

Discussion

Buying and Selling Land in Joint Property Without the Spouse's Consent Can Be Canceled or Considered Invalid

Joint property is all wealth acquired by a husband and wife during the marriage, regardless of who worked, who received it, or in whose name the property is registered. The term "property" generally refers to any valuable property that can be owned, while the word "joint" emphasizes that the property is used and accounted for by both parties. However, Indonesian law distinguishes joint property from personal property acquired through gifts or inheritance. Unless there is a prenuptial agreement governing the separation of property, all assets acquired during the marriage are automatically considered joint property and become the property of each party equally.

The division of joint assets can only be carried out when the marriage ends, either through divorce, death, or due to a court decision (Ramulyo, 1998). Article 37 of Law Number 1 of 1974 directs that the settlement of joint assets must follow the laws of each party, whether religious law, customary law, or other recognized provisions. In a marriage without a separation of assets agreement, all assets acquired during the marriage are held in one unit and cannot be transferred unilaterally. Therefore, legal actions such as selling, mortgaging, or pledging joint land are only valid if carried out with the consent of both spouses. This provision is expressly regulated in Article 36 paragraph (1) of the Marriage Law which mandates joint agreement in the management of joint assets.

In the case of the land sale conducted through Deed of Sale and Purchase Agreement Number 53/2012, the problem arose because the land object was property acquired during the marriage, while the legal wife of the deceased Haryanto was never asked for consent. In fact, for an agreement to be declared valid according to Article 1320 of the Civil Code, there must be a clear agreement between the entitled parties. The absence of the wife in the process of making the Deed of Sale and Purchase Agreement directly eliminates the fulfillment of the element of agreement, even though the parties in the deed were competent and the object and cause of the agreement were clear. By not fulfilling the

requirement of consensualism, the Deed of Sale and Purchase Agreement contains legal defects that make it not meet the requirements for a valid agreement.

The sale of joint property without the consent of a spouse not only violates statutory provisions but can also have serious legal consequences. This action can be categorized as an Unlawful Act under Article 1365 of the Civil Code because it clearly harms the party whose rights are ignored. This principle has long been confirmed in Supreme Court jurisprudence, such as Decision Number 681 K/Sip/1975 and several other decisions that consistently state that the sale of joint property without the consent of the husband or wife is invalid and null and void. Consequently, any subsequent actions such as changing the name on the certificate or taking control by a third party are also legally void. In such circumstances, the aggrieved spouse has the right to file a lawsuit to annul the agreement and restore their rights accordingly.

The Responsibility of the PPAT in Making a Sale and Purchase Deed Involving Joint Property Without the Wife's Consent Reviewed from the Perspective of Civil and Administrative Law

Land Deed Making Officials (PPAT) have an important role as public officials authorized to make authentic deeds related to legal acts on land, such as sales, gifts, exchanges, division of joint rights, to the granting of mortgage rights. As the executor of some land registration activities, PPAT is required to work based on the provisions of Government Regulation Number 37 of 1998 in conjunction with PP Number 24 of 2016. In carrying out these duties, PPAT is required to uphold the principle of good faith both from his side as an official and from the side of the parties who appear before him. The good faith of the parties reflects honesty in conveying the identity, documents, and the true intention of the legal act, while the good faith of the PPAT is reflected in the assumption that the party who comes is a person who truly intends to carry out the legal act legally. This principle is the basis for preventing disputes in the future and ensuring that the deed made reflects the actual situation.

In addition to the principle of good faith, the Land Deed Official (PPAT) is also required to implement the principle of caution and accuracy in every action (Karimah & Putra, 2022). This principle is very important because a single PPAT signature on a deed can transfer or change the ownership status of land rights. Therefore, Article 22 of Government Regulation Number 37 of 1998 requires the PPAT to read the deed, explain its contents to the parties, present two witnesses, and ensure that the deed is signed by all parties and the PPAT himself. However, in practice, many PPATs still stumble into legal problems due to negligence, lack of thoroughness, or failure to carefully examine the parties' documents. This shows that the PPAT's responsibility is not limited to writing the deed, but includes the obligation to ensure that all formal and material aspects are fulfilled before the deed is signed (Utomo & Wanda, 2017).

In carrying out their duties, PPATs also have the task of providing legal counseling to the public and explaining the applicable laws and regulations in every land transaction. PPATs consist of several types, namely regular PPATs, Temporary PPATs, and Special

PPATs, as regulated in Article 1 of Government Regulation Number 24 of 2016. Their authority includes making deeds for various types of legal acts such as sales and purchases, gifts, exchanges, entry into companies, and granting mortgage rights. The main task of PPATs is to make authentic deeds that serve as the basis for registering changes to land data, including transfers of rights and encumbrances of land rights. PPATs are also required to maintain the confidentiality of the deeds as stated in their oath of office, and are obliged to submit the deeds for the purpose of changing the name within a maximum of seven working days after signing the deed.

In the practice of making deeds, PPAT must check the material and formal requirements of the transaction, including ensuring that the seller has the right to the land being sold, the land object is not in dispute, and verifying documents such as the original certificate, PBB, BPHTB, PPh, and a letter of consent from the husband or wife if the land is joint property. This obligation is in line with Article 39 of Government Regulation Number 24 of 1997 which prohibits PPAT from making deeds for land whose legal status is unclear or if the documents submitted by the parties do not match. If the PPAT is negligent, as in the case of Decision Number 909 PK/Pdt/2020, the PPAT can be considered to have committed an unlawful act. According to the doctrine of Hermin Hediati Koeswadji, unlawful acts include objective elements in the form of actions prohibited by law and subjective elements in the form of errors or negligence of the perpetrator (Tedjosaputro, 1994). Thus, the PPAT's responsibility is not only administrative, but can also have civil and criminal consequences if he does not fulfill the obligation of caution and accuracy in making deeds.

The Civil Code and the Criminal Code strictly regulate various actions that can be classified as unlawful acts by Land Deed Officials (PPAT), especially those related to document forgery, abuse of authority, and official crimes. PPATs can be subject to criminal liability if they make false documents, use false documents, include false information in authentic deeds, or assist and participate in such acts as regulated in Articles 263, 264, 266, Article 55, and Article 56 of the Criminal Code. In addition, PPATs can also be subject to official crimes if they accept gifts or promises related to the exercise of authority as regulated in Articles 418 and 419 of the Criminal Code. This regulation shows that the PPAT profession is under a strict legal regime because the deeds they make have perfect evidentiary power and significant legal impact for the parties.

In the civil realm, a PPAT can be held accountable if he makes a mistake (*beroepsfout*) in the form of intent, negligence, or negligence in making a deed, either because it does not meet the formal or material requirements as stipulated in the procedures for making a PPAT deed. This mistake can cause losses to the parties so that the PPAT can be sued under Article 1365 of the Civil Code concerning unlawful acts. This civil sanction can arise if the deed made gives rise to a dispute, is legally flawed, or is used as the basis for an illegal transfer of rights. In addition, the PPAT can also be held administratively accountable because any deviation from the authority or procedures for making a deed is considered maladministration which results in a violation of office. (Christin, 2017). Based on BPN Regulation 1/2006 and PP 24/2016, serious violations such as making deeds for objects

that are still in dispute or without the consent of the heirs can result in sanctions of dishonorable dismissal.

The various forms of PPAT accountability are in line with the concept of *legal liability* in the theory of legal responsibility. Sudikno Mertokusumo defines legal responsibility as a person's obligation to bear the consequences of their actions if they violate the law, while Hans Kelsen views it as a logical consequence in the form of possible sanctions. Kelsen breaks down responsibility into four forms: individual, collective, fault, and absolute accountability, all of which are relevant in assessing the position of PPAT as a public official (Somardi, 2007). Every authority is always associated with accountability, so PPATs must not only ensure that the deed meets formal and material requirements, but also exercise their authority in accordance with the purpose for which the authority was granted. Thus, in the land law system, there is no authority without accountability, whether criminal, civil, or administrative.

In the context of this research, the responsibility of the Land Deed Official (PPAT) is more appropriately qualified as absolute responsibility, because the errors that occur are generally not intentional, but rather arise from a lack of accuracy or caution in carrying out procedures, such as not thoroughly checking the status of the land and the parties. This concept is in line with the theory of legal responsibility and is reinforced by the theory of authority, which emphasizes that the PPAT obtains the attribution of authority directly from the law, so that it may only act within the limits determined by law. Authority, in the administrative sense, is the totality of rights and obligations granted by statutory regulations, while authority is only a certain part of that authority; therefore, any abuse of authority by the PPAT can result in a defective deed and give rise to administrative liability. Thus, the PPAT's attachment to strict limits of authority emphasizes that any negligence, even without an element of intent, still binds the PPAT to legal responsibility according to the principle of *no authority without responsibility*.

CONCLUSION

The sale and purchase of land that constitutes joint property without the consent of the spouse is invalid and subject to cancellation or nullification by law. This is because joint property is the joint right of husband and wife, so any transfer of rights must obtain the consent of both parties. A deed of sale and purchase executed without such consent does not meet the subjective requirements of an agreement as stipulated in Article 1320 of the Civil Code and violates the provisions of marriage law. The Land Deed Official is liable for any deed of sale or purchase made without the wife's consent because the Land Deed Official is obligated to verify and check the validity of the document as a precautionary measure. As a public official, the Land Deed Official must ensure that formal and material requirements are met, including the status of the land object and the legitimacy of the parties. If the Land Deed Official's negligence results in a loss, the Land Deed Official may be held legally liable.

RECCOMENDATIONS

In carrying out their duties, PPATs are required to apply stricter standards of prudence by conducting thorough document reviews, including investigating the marital status of the parties and determining whether the transaction constitutes joint property. PPATs should also seek written consent from the husband or wife before signing the deed. These steps ensure the deed remains valid and has strong evidentiary value, while minimizing future disputes. From the government's perspective, particularly the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN), there is a need to establish more operational technical guidelines, strengthen oversight mechanisms, and implement proportionate sanctions for Land Deed Officials (PPAT) who violate the Deed of Sale and Purchase (AJB) process. Clarified regulations and structured oversight will improve the quality of land services. Furthermore, competency development through regular training on land law, family law, and the use of digital systems for document verification is essential to ensure PPATs can operate professionally and keep pace with developments in modern legal practice. From the public's perspective, particularly prospective land buyers, there is a need to improve legal literacy regarding land transaction procedures, including the importance of understanding the need for spousal consent in the transfer of land rights. Educational efforts can be undertaken by the government, universities, and Land Deed Officials (PPAT) through outreach programs, seminars, and the publication of legal materials. Improved public understanding will lead to safer, more transparent land transactions, and a framework of legal certainty, significantly reducing the risk of disputes.

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