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The Legitimacy of Sale and Purchase Deeds for Letter C Certificates Formed by PPAT

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Abstract: Letter C is a form of land ownership in the form of a letter which is made, signed and registered at the Village or Subdistrict Office and ownership can be transferred through a Sale and Purchase Deed made by PPAT. PPAT as a public official has the authority to make legal products in the form of authentic deeds related to the transfer of land rights, assignment of land rights, and other deeds regulated in applicable regulations. However, in modern times, problems related to land rights such as Letter C land remain a problem that cannot be prevented and completely resolved by the government through regulations that continue to be developed. The case that will be discussed in this journal is based on a case study which states that the sale and purchase deed made by PPAT which had the land object Letter C which became land destroyed due to erosion by river flow cannot be the basis for land ownership. This research aims to find out and gain knowledge about the validity of the Deed of Sale and Purchase of Letter C land which is destroyed land made by PPAT. The data is processed using the Normative Juridical method in the form of literary documents and statutory regulations related to Letter C Land which are explained in detail, so that it will provide accurate answers regarding the validity of Letter C Land and protect the PPAT profession and ownership of land rights in Indonesia.

Keyword: Land Letter C, Responsibility, PPAT, Destroyed Land.

INTRODUCTION

Land Deed Making Official, hereinafter referred to as PPAT, is a state official appointed to provide services to the public, especially in making legal products in the form of authentic deeds related to land. The Authentic Deed made by PPAT is a legal product that is regulated in accordance with the Law so that it has a strong basis for making deeds that function to help the government support the needs of the community, especially in terms of land transfer. In Government Regulation Number 37 of 1998 concerning Position Regulations for Officials Making Land Deeds, Article 2 paragraph (1) states that the main duties and authority of PPAT are making deeds with the aim of carrying out land registration activities, as proof of legal actions in the case of transfer. land rights and used as the basis for sharing land registration.

PPAT in its duties and responsibilities makes 8 (eight) specific deeds regarding the transfer of land rights, such as the Sale and Purchase Deed, Grant Deed, Exchange Deed, and others. These deeds are evidence of legal acts and are proof of the existence of rights to land. All deeds made by PPAT are legal acts and are the basis for PPAT's responsibility as an authorized official. PPAT is appointed by the Minister to serve in a certain area based on applicable regulations. For certain areas, the Minister can appoint officials with specific categories to become Temporary PPATs such as Subdistrict Heads/Village Heads and appoint Heads of Land Offices to become Special PPATs who have the authority to make special deeds for the interests of the country and friendly countries according to the considerations of the Department of Foreign Affairs. (currently Ministry of Foreign Affairs). PPAT makes various deeds, but there is one general deed that originates from transactions within the community for buying and selling land rights, namely the Sale and Purchase Deed, hereinafter referred to as AJB.

AJB is proof of the transfer of land rights from the previous owner to the new owner. The making of an AJB by PPAT indicates the transfer of land rights. In the AJB, the PPAT must clearly state what type of land certificate is being transferred. One of the lands transferred is Letter C land. Letter C land is a form of land ownership in the form of a letter and is made, signed and registered at the Village, Subdistrict and District Offices. Several regions in Indonesia have other terms for Letter C, such as the Special Capital Region of Jakarta calling it Girik, in South Sulawesi calling it Rincik, and some regions calling it Kohir. These Village Letters still have legal force in civil law to prove the rights to a plot of land. Basically in civil law, each party has the right to carry out sale and purchase transactions regarding all forms of objects in the agreement as long as they fulfill the conditions for the validity of the agreement as in Article 1320 of the Civil Code which states that the parties to the agreement must agree, be competent, have a certain thing/object, and lawful reasons. As long as all the elements of the agreement in accordance with Article 1320 of the Civil Code are implemented in the sale and purchase transaction, the sale and purchase process until the formation of an AJB is valid and has legal force.

Letter C in its contents shows the identity of the land which shows and states the boundaries of the land and states the name of the owner who has power over the land. Buying and selling land is a common thing for the community as a part of life and PPAT has the duty and responsibility to help the state, one of which is by making AJB in community buying and selling transactions. When making the AJB, PPAT writes in detail what documents are being traded according to the original, such as Letter C or other land certificates. After PPAT makes the AJB, of course PPAT has responsibility for what happens next regarding the transferred object. This journal discusses further regarding Decision Number 96/PDT.G/2021/PN.CBI as a case study of legal certainty in AJB Letter C which occurred in Indonesia. In the decision number, it is stated that the AJB made by PPAT has not been able to provide legal certainty to the parties, especially to the owner of the Letter C land, resulting in a dispute which causes losses for the parties involved, especially the buyer.

METHOD

This legal research uses the Normative Juridical method. The Normative Juridical Approach is a research method carried out by analyzing library data material or what is called a library research study. The concept of legal research is what is written in statutory regulations and laws which are conceptualized as rules or norms that serve as a benchmark for human behavior. (Amiruddin and H. Zainal Asikin et al., 2006).

RESULTS AND DISCUSSION

PPAT is responsible for assisting the public in transactions in the land sector to make various deeds. Deeds made by PPAT include, among others, Deed of Sale and Purchase, Deed of

Sharing of Joint Rights, Deed of Exchange, Deed of Grant, and other deeds. PPATs are obliged to comply with a code of ethics in carrying out their profession as stated in the Decree of the Minister of Agrarian Affairs and Spatial Planning / Head of the National Land Agency Number 112/KEP-4.1/IV/2017 concerning the Code of Ethics for the Association of Land Deed Officials, hereinafter referred to as the PPAT Code of Ethics. The PPAT Code of Ethics explains more clearly what things PPAT must do and cannot do. Article 3 Letter H of the PPAT Code of Ethics states that in PPAT, one of the responsibilities that must be carried out is to provide legal counseling to clients, with the aim of educating clients to be aware of all the rights and/or obligations attached to them as citizens. PPAT as an extension of the state creates and is responsible for every land transfer document. Every document created by PPAT is a valid document that has legality and can be accounted for. The PPAT Code of Ethics is a guidebook that serves as a reference for PPAT to carry out its duties and responsibilities. PPAT has an important role in buying and selling and transferring land for the community, especially in Indonesia. Land buying and selling transactions in Indonesia arise from an agreement between two parties, the seller and the buyer. Based on the conditions for the validity of an agreement regulated in the Civil Code (*Burgerlijk Wetboek*), an agreement is one of the things that is required and is an important point in an agreement, in this case a sale and purchase agreement. This agreement became the root of the issuance of the Deed of Sale and Purchase made by PPAT. One of the AJB processes carried out by PPAT based on the agreement of the parties is the transfer of land certificates or deeds. A land certificate or letter is evidence and constitutes legal certainty regarding the land rights of the owner, so that if there is any uncertainty that arises for the owner of the land certificate or letter then the PPAT which is the intermediary for the transfer of the land certificate or letter becomes the party who is also responsible.

This research discusses a case that occurred in Bogor Regency which was stated in Decision Number 96/PDT.G/2021/PN.CBI which stated that the Deed of Sale and Purchase made by PPAT could not provide legal certainty to the parties. Initially the plaintiff with the initials SD sued Mrs. K, and the other defendants (7 people) as defendants because they felt that the land owned by the plaintiff was being misused and bought and sold by the defendants, in fact the land belonging to the plaintiff had been destroyed due to erosion by river water and no longer existed. The identity of the Letter C land purchased by the plaintiff was not measured by the Bogor Regency Land Office/BPN, thus providing unclear information and becoming evidence which was denied by the defendant.

The judge in this decision considered the legal object, namely the plaintiff's Letter C land, which was only proven by screenshots from the Touch My Land application Photo of Field Locations without direct measurements from the Land Office and considered that the certificate owned by the defendant was a strong proof of physical data and juridical data. contained therein, as long as the physical data and juridical data are in accordance with the data contained in the measurement letter and land book in question. The judge said there was no legal certainty because the area of the Letter C land was unclear, so the lawsuit became obscure libel or the lawsuit was opaque or unclear, even though the land had been bought and sold and stated in the deed. The PPAT Deed should provide legal certainty to the parties.

Regarding a clearer chronology, the ATR/BPN Ministry has received a letter from Mr. SD related to alleged land mafia in Bogor Regency. In general, the cases presented are as follows:

- a. Whereas in March 2000, there was a Deed of Sale and Purchase between the Seller and SD as Buyer, for a plot of land measuring $\pm 3,000$ m²;
- b. Whereas in May 2002, there was a statement from the Head of Ciangsana Village which basically explained that the Seller at that time was indeed the cultivator of a plot of land covering an area of $\pm 6,000$ m², located in Ciangsana Village, Gunung Putri District, Bogor Regency, since 1985;

- c. Whereas in the same month, there was a Deed of Transfer of Rights between the Seller's Heirs and SD for a plot of land covering an area of ±6,000 m², located in Ciangsana Village, Gunung Putri District, Bogor Regency;
- d. That one year later in 2003, a Certificate of Ownership Number 2169/Ciangsana was issued in the name of SD, covering an area of 1,795 m² accompanied by a Letter of Measurement. Followed by the issuance of a Certificate of Ownership Number 2180/Ciangsana in the name of SD, covering an area of 3,000 m² accompanied by a Letter of Measurement, with the basis for issuance being the 2000 Sale and Purchase Deed;
- e. On the other hand, in January 2019, a Decree was issued by the Head of the Bogor Regency Land Office granting Ownership Rights to a plot of land claimed to belong to SD covering an area of 3,000 m², in the name of Mrs. K, and the other defendants, are located in Ciangsana Village, Gunung Putri District, Bogor Regency, which is registered under Certificate of Ownership Number 9670/Ciangsana. On this basis, SD and Mrs. K, and the other Defendants then sued at trial in the case at the Cibinong District Court Number 96/Pdt.G/2021/PN.Cbi., but the trial decision stated that SD's lawsuit was "unacceptable" (niet ontvankelijke verklaard) with the consideration that the lawsuit The Plaintiff ran away (obscuur libel) because the Plaintiff incorrectly determined the object of the lawsuit (error in objecto), because the Panel of Judges assessed that the location of the object referred to by the Plaintiff and the Defendants in the two certificates was in different locations;
- f. Based on data research at the Ministry of ATR/BPN, one of the reasons why the SD Plaintiff's lawsuit could not be accepted was because of the difference in location between the certificates, which was correct, because it was based on measuring data at BPN. The location of the attached certificate image can be seen in figure 1. Meanwhile, in the claim submitted by SD, the Plaintiff feels that he is the owner of the entire plot of land at that location, the land object being sued is attached in figure 2
- g. SD's claim to the entire plot of land is Letter C which is the basis for the issuance of a Certificate of Ownership Rights in the name of SD, which is claimed to cover an area of 6,000 m² and is located on a stretch of land on the edge of the Cikeas River.

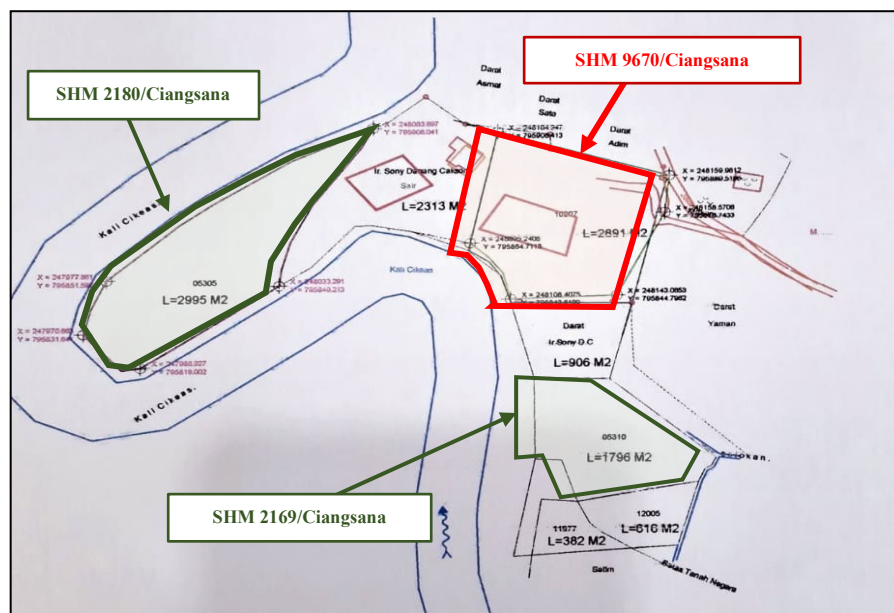


Figure 1. Plotting map of the land plot of the problem object

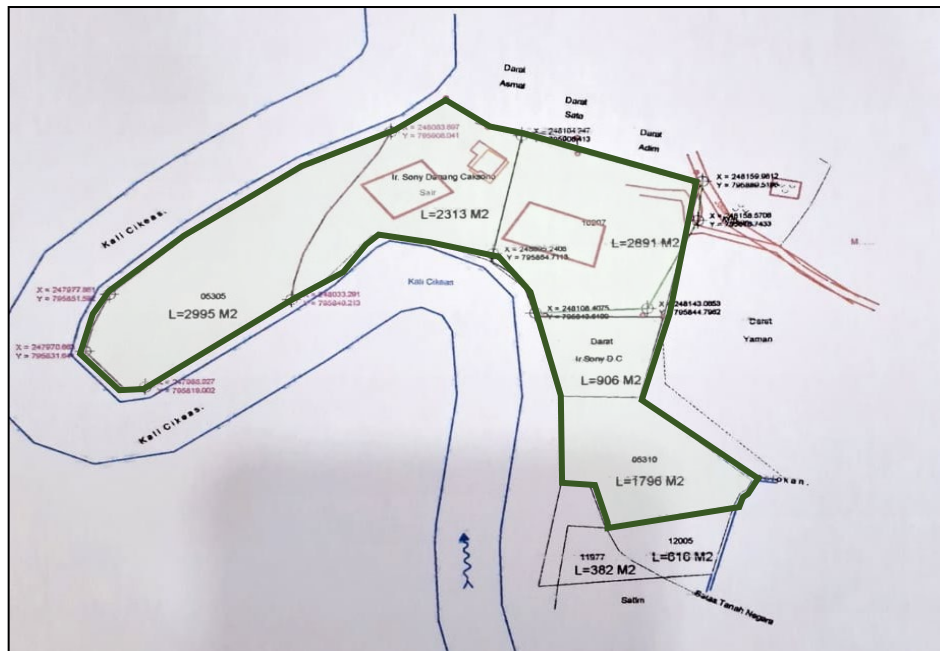


Figure 2. Plot of land claimed by the Plaintiff

In the case of SD as Plaintiff, the lawsuit states that the land owned by the plaintiff is in the form of "Kohir" land or called Letter C land which has not yet become a certificate and does not yet have a complete land identity, especially regarding the plan and boundaries which are written in detail in the Letter land certificate. C. Apart from the Village Letter which was used as the basis for ownership by the plaintiff by becoming a reference for making the Certificate, the Land Deed Making Officer also ratified the Deed of Sale and Purchase of the land which came from Tanah Kohir and became the basis for land ownership in the name of the plaintiff. Regarding this case, it can be analyzed based on Article 96 paragraph (1) of the Regulation of the Minister of State for Agrarian Affairs Number 3 of 1997 which has been amended in the Regulation of the Head of the National Land Agency Number 8 of 2012, which states that the form of the deed used in making the deed is as intended in Article 95 paragraph (1) and paragraph (2), and the procedures for filling in are made in accordance with the Attachment to this Regulation which consists of (a) Deed of Sale and Purchase, (b) Deed of Exchange Mat, (c) Deed of Grant, (d) Deed of Entry to In the Company, (e) Deed of Sharing of Joint Rights, (f) Deed of Granting Mortgage Rights, (g) Act of Granting the Right to Use Buildings/Right to Use on Ownership Land, (h) Power of Attorney Encumbrance of Dependent Rights. From the contents of Article 96 paragraph (1) above, this Article regulates the form of the deed used in the making of the deed, as referred to in Article 95 paragraph (1) and paragraph (2), where Article 95 paragraph (1) and (2) regulating land rights made by PPAT to be used as a basis for the maintenance of land registration data, is not an act regulating the registration of rights for the first time. As for Article 96, it also does not mention a Deed of Transfer of Rights as a form of deed made by PPAT to be used as a basis for registering changes to land registration data, so there are no provisions regulating a Deed of Transfer of Rights as a basis for rights in issuing certificates of ownership. As for Article 60 paragraph (2) letter h Regulation of the Minister of State for Agrarian Affairs/Head of the National Land Agency Number 3 of 1997 concerning Provisions for Implementing Government Regulation Number 24 of 1997, it is stated as follows:

(1) Written evidence regarding land ownership is in the form of evidence for registration of new rights and registration of old rights as intended respectively in Article 23 and Article 24 paragraph (1) of Government Regulation Number 24 of 1997.

(2) Written evidence used for registration of old rights as intended in Article 24 paragraph (1) of Government Regulation Number 24 of 1997 is declared complete if it can be shown to the Adjudication Committee the following documents:

(point number) h. deed of transfer of land rights made by PPAT, where the land has not been recorded, accompanied by the basis of the rights transferred. (3) If proof of ownership of a plot of land as intended in paragraph (2) is incomplete or does not exist, proof of rights to that plot of land can be carried out with other evidence accompanied by the relevant statement and reliable information from at least 2 (two) a witness from the local community who has no family relationship with the person concerned up to the second degree of kinship either vertically or horizontally, who states that the person concerned is the true owner of the plot of land.

Based on the article above, basically a Deed of Transfer of Rights can be written evidence used to register old rights whose proof of ownership is incomplete or does not exist, namely only with a certificate from the Head of Ciangsana Village, but with the condition that the land parcel has not been recorded properly. accompanied by other rights grounds, and/or can be proven by other evidence which is accompanied by the statement in question and reliable information from at least 2 (two) witnesses from the community. In the case of SD, the Deed of Transfer of Rights attached by the Complainant does not include the signatures of the parties and witnesses from the community, because the copy of the Deed of Transfer of Rights attached is only a copy of the minutes, so it does not fulfill the basic elements of registration rights as stated in Article 60 paragraph (3). Meanwhile, as in Article 60 paragraph (2) letter h, the Deed of Transfer of Rights can be the basis for issuing rights to plots of land claimed by SD as long as the plots of land have not been recorded accompanied by the basis for the rights being transferred. However, the plot of land has been partially recorded in the issuance of Certificate of Ownership Number 9670/Ciangsana in the name of Mrs. If K has been transferred to another party, the Deed of Transfer of Rights in the name of SD can no longer be used as written evidence to register rights to the plot of land for which Certificate of Ownership Number 9670/Ciangsana has been issued. In Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Flats and Land Registration, it is also regulated how people who currently still hold customary documents as mentioned above can register their Land Rights in the form of a Certificate through a rights recognition process. (Recognition of rights is an application made by the community who wants to obtain land rights based on a customary letter recognized by the village head or local sub-district head). There are regulations that accommodate every land rights holder who registers a certificate but does not yet have measurement results for the plot of land for which the right is requested, at which time BPN is allowed to issue a temporary rights certificate and the land right holder has the obligation to later carry out a request for measuring the plot. land. Article 17 PP 10 of 1961 (applies when the plaintiff received the land), so in this case the PPAT is legally authorized to issue a sale and purchase deed for Letter C land even though Letter C has not yet had its land plot measured based on the terms of the validity of agreement 1320 KUHPdt, Letter C. it's legal.

SD as the land buyer also has valid rights to ownership of Letter C apart from the sale and purchase process with PPAT agreed upon by the seller and buyer. This process does not contain legal defects because SD buys/acquires/controls the object of sale and purchase legally and obtains power/benefits that should be protected by law because SD is a buyer with good intentions. This is in line with the Supreme Court Circular (SEMA) Number 4 of 2016. The Supreme Court stated in the Circular that the criteria for buyers in good faith are as follows:

a. Carry out buying and selling of land objects using valid procedures/procedures and documents as determined by statutory regulations, namely:

- Purchase of land through public auction, or;

- Purchase land before PPAT (by the provisions of Government Regulation Number 27 of 1997), or;
 - Purchase of customary/unregistered land which is carried out according to the provisions of customary law, namely done in cash and in plain sight (in the presence/acknowledgment of the local Village Head)
- b. Carry out the principle of prudence by examining matters relating to the land object under contract, including:
- The seller is the person who is entitled or has rights to the land which is the object of sale purchase, under his ownership, or;
- The land/object being traded is not in confiscated status, or;
 - The land/object being traded is not under collateral/mortgage status, or;
 - For land that is certified, information has been obtained from BPN and a history of the legal relationship between the land and the certificate holder;

CONCLUSION

In carrying out its duties, PPAT has personal responsibility in making each deed as stated in the Decree of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency Number 112/KEP-4.1/IV/2017 concerning the Code of Ethics for the Association of Land Deed Officials. PPAT is obliged to provide legal education to the public so that the public can realize and understand their rights and obligations as citizens. PPAT provides services for the community as clients who need land certificate transfer services so that the rights of their clients can be protected and problems will not occur in the future. The PPAT's responsibility for the deed of sale and purchase that it makes must be based on the applicable laws and regulations so that the product issued is by the applicable regulations and the party that is as fair as possible in carrying out the authority in its position so that the land registration process is carried out completely and does not cause problems.

In the case that occurred in Bogor Regency in Decision Number 96/PDT.G/2021/PN.CBI, PPAT has made a sale and purchase deed under statutory regulations and has obtained an agreement from the parties carrying out the sale and purchase. The agreement of the parties is one of the conditions for the validity of the agreement. AJB is part of the agreement between the parties to ratify a sale and purchase deed agreement. The agreement that occurs makes the deed valid and the PPAT which makes and ratifies it carries out its responsibilities so that it does not violate any rules.

PPAT has carried out AJB between SD and the seller based on Deed of Sale and Purchase Number 879/2000, dated 7 March 2000 from the owner of the MT customary land covering an area of 3000m² (three thousand square meters) before PPAT Notary M whose office is in Ciawi, Bogor. The AJB has also clearly explained the land boundaries: the north side borders on land belonging to Sair Sambari, the east side borders on fractional land, and the south and west sides border on the Cikeas River. SD as the certificate owner has owned, controlled, and benefited from the land legally and without any interference since 2000. The sale and purchase deed has received agreement from the parties, namely the seller on behalf of MT and SD as the buyer so that ownership of Letter C explains land ownership of 3000m² in Kp. Cikeas Ilir, RT 002/RW 003, Ciangsana Village, Gunung Putri District, Bogor Regency has become legal and PPAT has carried out its duties and obligations as an official who makes legal products regarding land transfers under the PPAT Code of Ethics.

Regarding SD's lawsuit in Decision Number 96/PDT.G/2021/PN.CBI, which explains that the Letter C land ownership case is not a PPAT error, because the transfer of land rights was legal and valid at the beginning of the AJB before PPAT. The condition of the reduction in the land area of the object of the case was also not caused by a dispute over the land of the other

Defendants. However, over time, the land that is the object of the case is lost due to water erosion or what is called destroyed land.

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