

The Judge's Ratio Decidendi in The Annulment of a Deed of Sale and Purchase Executed by a Land Deed Official (PPAT) (Review Of Judgment No. 80/Pdt.G/2020/PN.Btl)

Alya Zharifa Rahmadhani^{1*}, Noor Saptanti², Bambang Manumayoso³

¹Master of Notary, Faculty of Law, Sebelas Maret University, Indonesia

^{2,3}Law Faculty Lecturer, Sebelas Maret University, Indonesia

*Corresponding Author:

Email: alyazhf14@gmail.com

Abstract.

This study aims to examine and understand the legal principles applied by the judge in the annulment of a Deed of Sale and Purchase executed by a Land Deed Officer (PPAT) in Judgment No. 80/Pdt.G/2020/PN.Btl. The type of research used in this study is normative legal research, which involves examining legal materials derived from various laws and regulations as well as other materials from the literature. This legal writing employs both the statutory approach and the conceptual approach. The legal materials used in this normative legal study consist of primary and secondary legal sources. The method of collecting legal materials involves a literature review, which is conducted by reading and citing books, as well as analyzing laws and regulations, documents, and information relevant to the research being conducted. The research analysis was conducted using descriptive analysis. Research findings indicate that judges who tend to apply the theory of responsive law do not merely focus on the formal validity of authentic documents (legal positivism), but actively respond to the public's sense of justice and the social realities surrounding the case. The ruling invalidating the deed took effect when the judge prioritized substantive justice and granted legal protection to the plaintiffs as parties acting in good faith.

Keywords: PPAT; Judicial Ruling and Responsive Law.

I. INTRODUCTION

Land Deed Officers (PPAT) play a crucial role in the process of drafting authentic deeds related to the transfer of land rights, such as deeds of sale, gift, exchange, and contribution. Deeds drawn up by a Land Deed Officer (PPAT) must comply with both formal and substantive requirements, as such deeds may later serve as formal evidence in land administration proceedings and possess legally binding evidentiary weight. The role of a Land Deed Officer (PPAT) is to prepare and issue authentic documents that serve as strong evidence, which are intended to provide legal protection for the holder and all interested parties [1]. (Alam, 2004) A Deed of Sale and Purchase drawn up by a Land Deed Officer (PPAT) is essentially designed to provide legal certainty; in reality, however, such deeds are not immune to disputes. In judicial practice, it is not uncommon to encounter lawsuits filed to invalidate a Deed of Sale (AJB) that has been legally executed by a Land Deed Officer (PPAT). This lawsuit is typically based on the claim that there was a legal defect in the sales process, such as fraud (*bedrog*), coercion (*dwang*), mistake (*dwaling*), or lack of capacity on the part of the parties, which indicates that the subjective and objective requirements of a contract as stipulated in Article 1320 of the Civil Code have not been met [2]. (Ahmad Chairul Anwar, 2025) One case that illustrates this issue is Decision No. 80/Pdt.G/2020/PN.Btl, issued by the Bantul District Court in a civil lawsuit filed by Ezekiel Jan Derwin Sulistio and Giovanni Eleazar Obe Sanfred (Plaintiffs) against Ginanjar Agung Wijaya (Defendant).

In this case, the Plaintiffs sold a shop house situated on two parcels of land covered by Building Use Rights Certificates (SHGB) No. 257/Klitren and No. 254/Klitren, located at Jl. Dr. Wahidin No. 46, Klitren, Gondokusuman, Yogyakarta. It all began when the parties reached an agreement to sell the shop house for Rp 3.250.000.000.00 (three billion two hundred fifty million rupiah), with payment to be made in installments. After the sale and purchase transaction was completed and Deeds of Sale No. 82/2018 and No. 83/2018 were signed before the Land Deed Officer (PPAT) Bimo Seno Sanjaya, S.H., the Plaintiffs discovered that the payment made by the Defendant was using funds obtained unlawfully. The defendant is suspected of committing fraud by deceiving others into giving money to buy a shop. The plaintiff is

attempting to annul the sale and purchase agreement and recover the money after realizing that the defendant's actions could lead to legal issues. The Bantul District Court ruled in the trial that the sale and purchase deeds No. 82/2018 and No. 83/2018, made by the Land Deed Official (PPAT) Bimo Seno Sanjaya, S.H., violated Article 1321 of the Civil Code, which states that a sale and purchase agreement must be made without elements of coercion, error, or fraud. In this case, the court decided that Sale and Purchase Deed No. 82/2018 and No. 83/2018 were invalid due to the element of fraud.

The invalid sale and purchase deed issued by the Land Deed Official (PPAT) as an authentic deed raises concerns regarding the application of the principle of prudence by the Land Deed Official (PPAT) in preventing legal defects in the creation of the sale and purchase deed. Furthermore, the form of responsibility of the PPAT in cases related to this invalid sale and purchase deed becomes an issue for the parties involved, considering that the authentic deed made by the Land Deed Official (PPAT) has perfect evidentiary power, any errors in its creation can have far-reaching impacts on legal certainty and justice for the parties involved in the transaction. In relation to the case, the legal aspect that needs to be analyzed is when this dispute reaches the court, the judge's decision becomes the final determinant of the fate of the authentic deed. A judge's ruling that cancels a Sale and Purchase Agreement creates a complex legal problem. On one hand, judges have the authority to adjudicate and decide cases based on evidence. On the other hand, the cancelation of a deed by the Land Deed Official (PPAT) can undermine the principle of legal certainty that should be upheld by the authentic deed itself. Based on the aforementioned issue, the main focus of this research is directed toward the legal considerations applied by the judge in the annulment of the Sale and Purchase Deed made by the Land Deed Official (PPAT) in Decision Number 80/Pdt.G/2020/PN.Btl.

II. METHODS

This study employs a normative research method, analyzed from a descriptive-analytical perspective using a research approach that combines a legislative approach and a conceptual approach. The types of legal materials used are primary legal materials and secondary legal materials. The method used to collect legal materials was a literature review [3]. (Marzuki, 2019)

III. RESULT AND DISCUSSION

The effective application of the law in the annulment of the Deed of Sale and Purchase drawn up by the Land Deed Official in Decision No. 80/ Pdt.G/2020/PN.Btl is, in essence, not only directed at the judge but also involves the Land Deed Official (PPAT) who influenced the judge's decision No. 80/ Pdt.G/2020/PN.Btl. The role of the judge in rendering the decision must, of course, ensure justice for all parties involved, particularly for the Plaintiff, who, in this case, is a victim of fraud in a land sale and purchase transaction perpetrated by the Defendant. As stipulated in principle in Law Number 48 of 2009 concerning Judicial Power, judges are supposed to act as enforcers of justice and legal certainty, responsible for examining facts and evidence in court and deciding cases based on applicable law [4] (Nonet & Selznick, 2023), as seen in decision No. 80/ Pdt.G/2020/PN.Btl. The judge considered the laws and regulations relevant to the case and in force in Indonesia as the legal basis, such as the Civil Code, Law No. 5 of 1960 on the Basic Regulations on Agrarian Principles (UUPA), and Government Regulation No. 24 of 2016 on Amendments to Government Regulation No. 37 of 1998 on the Regulations on the Position of Land Deed Officials. The judge must uphold justice by ensuring that a land sale and purchase agreement that is legally flawed, such as involving fraud or bad faith, is annulled in order to protect the party acting in good faith and to guarantee legal certainty. In line with the role of the judge, one can also observe the role of the Land Deed Official (PPAT) as the Formal Executor of Land Deed Preparation.

The Land Deed Official (PPAT) is tasked with preparing authentic deeds in land sale and purchase transactions in accordance with the provisions of Government Regulation No. 24 of 1997 on Land Registration. Deeds drawn up by the Land Deed Official (PPAT) must constitute legally valid, authentic evidence and not merely formal documents. Consequently, the Land Deed Official (PPAT) is required to apply the principles of prudence and verification when examining the validity of the subject and object of the land, ensuring the honesty of the parties, verifying the completeness and accuracy of the documents, and

ensuring that there are no fraudulent practices or bad faith that would invalidate the deed [5]. (Azwardi & Arum, 2022) The role of the Land Deed Official (PPAT) in this decision will be taken into consideration when assessing the validity and legality of the deed and the agreement. The judge will analyze whether the Sale and Purchase Deed drawn up by the Land Deed Official (PPAT) meets the requirements for a valid agreement (free from fraud, coercion, and error) and reflects the free will of the parties. If a legal defect is found, the judge may invalidate the deed based on the provisions of Articles 1320 and 1321 of the Civil Code. If, from the outset, the deed is found to be valid, the court will issue a decision in accordance with the legal issues raised [6]. (Pati & Puspawati, 2024) However, when referring to the case in Decision No. 80/Pdt.G/2020/PN.Btl, it is evident that the situation is not optimal and there are several significant shortcomings, as can be seen from the facts and Decision No. 80/Pdt.G/2020/PN.Btl. These indications are as follows:

- a. The sale and purchase deed was still executed despite strong suspicions that the transaction involved fraud and bad faith on the part of the Defendant. The Land Deed Official (PPAT) appears to have failed to identify serious issues related to the source of the purchase funds, such as blank checks and funds obtained through fraud from other parties.
- b. Discrepancies between the deed and the actual transaction, such as the concealment of tax costs that were unilaterally imposed and not clearly disclosed to the plaintiff, indicate a lack of rigorous oversight by the Land Deed Official (PPAT) in examining the substantive aspects of the transaction.
- c. There was no in-depth verification of the Defendant's ability to pay and the validity of the payment prior to the notarization of the sale and purchase deed, which means that the resulting deed is at risk of being legally flawed because it does not reflect the good faith of the parties.

These matters give rise to ineffectiveness that can lead to legal uncertainty for the parties and the potential for material losses for the plaintiff. Consideration of the ineffectiveness of the prudence principle carried out by the Land Deed Official (PPAT) reinforces the judge's decision, who is obliged to provide Protection of Rights and Restitutio in integrum, or a ruling containing an order to restore the situation to its original state (restitutio in integrum), provide legal protection to parties harmed by invalid transactions, and prevent further legal violations. In deciding, the judge appears to uphold the Principles of Prudence and Substantive Justice. Judges must also integrate the prudence principle in land transactions and apply a substantive legal approach so that the outcome of the decision is fair and reflects social values in accordance with the theory of legal responsiveness [7]. (Adjie, 2010) The following applications can be elaborated as considerations for the judge's legal reasoning using the approach of the theory of legal responsiveness in Case Number 80/Pdt.G/2020/PN.Btl as follows:

- a. The aspects of justice and honesty values in land trading: the judge in this case assessed that the Defendant's bad faith, namely using funds from fraud and bounced checks, undermined the principles of justice and honesty that form the basis of a valid sale and purchase transaction. With responsiveness, the judge does not merely consider the existence of formal documents (PPAT Sale and Purchase Deed) but also the substantial social and moral context, namely protecting the party acting in good faith (Plaintiff) and rejecting bad faith (Defendant).
- b. Legal certainty and the protection of rights in responsiveness encourage judges to balance the formal legal certainty of Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA) and Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning the Regulation of the Position of Land Deed Officials with the protection of the rights of aggrieved parties and the public interest. By annulling a sale and purchase deed that is legally defective, judges ensure that no legal certainty arises from unlawful acts, so that the decision has real social and legal significance.
- c. Fulfillment of the objectives of Law Number 5 of 1960 concerning Basic Agrarian Principles (UUPA) and Government Regulation Number 24 of 1997 concerning Land Registration, which regulate the control, transfer, and registration of land to ensure legal certainty and agrarian justice. Government Regulation Number 24 of 1997 concerning Land Registration emphasizes the role of the Land Deed Official (PPAT) in maintaining the validity and authenticity of deeds so that what is

recorded truly reflects the will of the parties and fulfills the principle of good faith. A responsive judge will consider that allowing a deed made in bad faith to be deemed valid would be contrary to the objectives of Law Number 5 of 1960 concerning Basic Agrarian Principles (UUPA) and Government Regulation Number 24 of 1997 concerning Land Registration.

- d. Responsivism as a tool for adapting law to social realities, this is intended in this case to describe a real situation where land transactions are not only formal legal events, but are also associated with fraud and ethical violations. A responsive judge is not rigid toward rules, but adjusts decisions to their social and moral consequences so that the outcome upholds substantive justice and maintains the function of law as an instrument of social change.

From the perspective of legal responsivism, the Judge in decision Number 80/Pdt.G/2020/PN.Btl conducted a more humane and contextual analysis by considering the context and substance of the transaction, which indeed involved bad faith, protection of parties acting in good faith in accordance with Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA) and Government Regulation Number 24 of 1997 concerning Land Registration, as well as broader social interests and justice within society. Although the decision also takes into account several aspects referring to legal certainty, such as emphasizing formal legal force, which in legal positivism has been defined as law being written rules that apply officially and must be strictly applied by judges without allowing room for interpretation based on morals, social values, or substantive justice. In Decision Number 80/Pdt.G/2020/PN.Btl, the Judge still relies heavily on the norms contained in the Civil Code (KUHPperdata), Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA), and Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning the Regulation of the Position of Land Deed Officials.

The judge ensures that in the decision to annul the deed of sale and purchase, it is not merely the application of formal rules, but a constructive response to legal and moral realities in order to create a fair and dignified outcome in accordance with the objectives of Law Number 5 of 1960 concerning Basic Agrarian Principles (UUPA) and Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning the Position Regulations of Land Deed Officials. This responsivism positions the judge as an agent of substantive justice enforcement, not merely as an executor of the law. An effective decision within the framework of responsive legal theory according to Philippe Nonet and Philip Selznick is a decision that prioritizes Article 1320 of the Indonesian Civil Code (the validity requirements of an agreement) over Article 1870 of the Indonesian Civil Code (the evidentiary strength of an authentic deed), if it is proven that there is a defect of will. A responsive judge will tend to use the law to protect the weaker party. A decision that annuls a Deed of Sale and Purchase (AJB) because it is proven that there was exploitation of the weaker party is a highly responsive decision. The use of responsive legal theory as an approach to decision-making will accommodate substantive justice by ensuring that land sale and purchase transactions tainted by fraud are annulled to protect the party acting in good faith [8]. (Arianto, 2010)

IV. CONCLUSION

Judges' decisions that tend to apply the Responsive Legal Theory do not merely rely on the formal validity of an authentic deed (legal positivism), but actively respond to the sense of justice in society and the social facts surrounding the case. The decision to annul the deed becomes effective when the Judge prioritizes substantive justice and provides legal protection to the Plaintiffs as parties acting in good faith (*bona fide*).

V. ACKNOWLEDGMENTS

The author expresses gratitude to Dr. Noor Saptanti, S.H., M.H. and Dr. Ir. Bambang Manumayoso, M.H., as the author's Supervising Lecturers, for their guidance and direction in the preparation of this writing. Thanks are also extended to all parties who have provided input and contributions to this writing.

REFERENCES

- [1] Alam, W. T. (2004). *Memahami Profesi Hukum*. Jakarta: Dyatama Milenia.
- [2] Anwar, A. C., Halim, A. N., & Martien, D. (2025). Kepastian Hukum Akta Jual Beli yang Dibuat Pejabat Pembuat Akta Tanah Mengandung Cacat Secara Materil. *Presidensial : Jurnal Hukum, Administrasi Negara, dan Kebijakan Publik*, 2(4), 264-174. doi: <https://doi.org/10.62383/presidensial.v2i4.1412>
- [3] Marzuki, P. M. (2019). *Penelitian Hukum*. Jakarta: Kencana Prenada Media Group.
- [4] Nonet, & Selznick, P. a. (2023). *Law and Society in Transition: Toward Responsif Law*. Jakarta: HumalImam Syaukani.
- [5] Azwardi, & Arum, M. (2022). Prinsip Kehati-Hatian dalam Pembuatan Akta Otentik oleh Pejabat Pembuat Akta Tanah (PPAT). *Jurnal Kewarganegaraan*, 6 (3), 6430-6438.
- [6] Pati, E. Y., & Puspawati, A. A. (2024). Analisis Yuridis Terhadap Tanggungjawab Pejabat Pembuat Akta Tanah dalam Akta Jual Beli Tanah yang Menggunakan Dokumen Palsu. *Vidhisastya: Journal for Legalscholars*, 1(3), 196-216. doi:10.38043
- [7] Adjie, H. (2010). *Kebatalan dan Pembatalan Akta Notaris*. Surabaya: Rafika Aditama.
- [8] Arianto, H. (2010). Hukum Responsif dan Penegakan Hukum di Indonesia. *Lex Jurnalica*, 7(2) 115-122.