

The Validity of Simulation Deeds Made by Land Deed Officials According to the Law of Treaties in Indonesia

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ABSTRACT

The simulation of land sale and purchase deeds made by Land Deed Officials (PPAT) is an important concern in Indonesian treaty law. PPAT has the authority to make authentic deeds related to legal actions on land rights, often used as perfect evidence in trials. This research aims to analyze the validity of simulated deeds of land sale and purchase based on agreement law and evaluate legal remedies that can be taken against simulated deed cases. This research uses a normative juridical method with a doctrinal approach and explanatory research typology. Secondary data includes primary, secondary, and tertiary legal materials obtained through literature study. The results show that the simulated deed of sale and purchase of land conducted by PPAT formally fulfills the prescribed procedures but substantively does not meet the legal requirements of the agreement as stipulated in Article 1320 of the Civil Code. This is due to a defect of will in the form of fraud and abuse of circumstances by one of the parties. In addition, these actions violate legal provisions, especially Article 378 of the Criminal Code on fraud. The implications of this research emphasize the importance of the application of the precautionary principle by PPATs in preparing authentic deeds, as well as providing guidance for parties who feel aggrieved to take legal action to protect their rights.

Keywords: Deed of PPAT, Simulation Deed, Agreement Law.

INTRODUCTION

A Land Deed Official (hereinafter referred to as PPAT) is a public official who is specifically authorized through laws and regulations to make authentic deeds relating to all legal actions regarding land rights and/or property rights over apartment units (Darusman, 2016). The scope related to the duties and authority of PPAT includes the making of land deeds, which is part of the process of land registration activities, where the deed serves as proof that there has been a series of processes of certain legal actions regarding land rights and property rights over apartment units. The PPAT deed, which is used as evidence, is needed as a basis for registration of changes in land ownership data (Saleh & Kamello, 2014). To carry out this task, the position of the deed made by PPAT as a public official is an authentic deed.

A deed, in general, is a letter intended as written evidence on the deed sheet, containing events that become evidence and basis for a right and engagement, then affixed a signature on the sheet as a form of binding agreement of the parties. The function of a deed is divided into two (Pramono, 2015); the first is the formal function (*causa formality*), which means that a deed functions as a complement to the perfection of legal acts, not meaning that a deed must be present for a legal act to be valid, but a deed is one of the formal requirements for legal acts. The second function is the function of evidence (*probationis causa*), which means that the deed functions as evidence, where from the beginning the deed was made, it was deliberately intended to prove the events written in it in the future.

In Indonesia, the definition of an authentic deed can be found in article 1868 of the Civil Code ("KUHPer"), which reads that an authentic deed is a deed made in the form prescribed by law, made by or before public servants authorized to do so in the place where the deed is made (Sasauw, 2015).

PPAT is authorized to make authentic deeds with the aim of accommodating the interests of the community and/or legal subjects in Indonesia in terms of legal acts concerning land rights and property rights over apartment units. Therefore, it can be said that the products or legal documents issued by PPAT, which are authentic deeds, contain documentary principles and documents included as state archives, meaning that most transactions and validation of land rights and property rights over apartment units are proven by state archiving (Munir, 2015).

The deed made by PPAT substantially includes promises or transactions agreed between the parties involved. Agreement law in Indonesia refers to Article 1320 of the Civil Code (hereinafter referred to as the Civil Code), which contains the conditions for declaring whether or not an agreement is valid or the validity of the agreement (Hidayat, 2023). In general, there are 4 (four) elements contained in the valid terms of the agreement, namely the existence of an agreement, capacity, a certain matter, and a halal cause. These four elements are also contained in the deed made by the PPAT because it includes comparisons, namely the identity of the parties (including the ability of the parties to take legal action on the deed), regarding certain objects related to land, and halal causes, either because of the intention to sell land, make an exchange, or other relevant reasons so that the role of the PPAT is needed to make the deed.

Formally when a PPAT makes a deed, the PPAT needs to refer to the anatomy of the deed that has been determined by the legislation as regulated in the Regulation of the Minister of Agrarian and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia Number 8 of 2012 concerning Amendments to the Regulation of the Minister of Agrarian Affairs / Head of the National Land Agency Number 3 of 1997 concerning Provisions for the Implementation of Government Regulation Number 24 of 1997 concerning Land Registration, However, in substance or materially it is important to still pay attention to the provisions of the validity of the agreement as stipulated in the Civil Code, this is because the PPAT deed which is an authentic deed has perfect evidentiary power before the court, meaning that when a party to

a dispute has evidence in the form of an authentic deed, the party does not need other evidence to support his statement, because the strength of the authentic deed itself is perfect.

The perfection of an authentic deed does not mean that the deed cannot be canceled at all; this is because there are things that can make a deed void, namely if it does not meet the legal requirements of the agreement as stipulated in the Civil Code, for example, if the parties involved are not of legal age then the deed can be canceled, then if the agreed object violates the provisions of the legislation then by law the deed is void. There are several factors that can cause the cancellation of an authentic deed. One example is a sale and purchase deed made by a PPAT, but it turns out that the deed is a simulation. The simulation deed occurred and was found in a real case that occurred to one of the citizens in Indonesia, Yogyakarta, namely Mrs. EP.

This case departs from Mrs. EP and her old business partner, Mr. SS, who agreed to do a deed of sale and purchase of land owned by Mrs. EP in Bantul Regency Yogyakarta. Mr. SS proposes to simulate the sale and purchase of land using a PPAT deed because he wants to make Mrs. EP's land as collateral for mortgage rights to another party, namely Mr. SA, where Mr. SS and Mr. SA want to make a debt and credit agreement. Mrs. EP gave her agreement because Mr. SS promised that the land would still be returned, and if Mr. SS had received the loan funds, then Mrs. EP would be given her share because she had contributed to the plan. After the two parties carried out the sale and purchase process before the notary, Mr. SS immediately changed the name of the land that was just sold by Mrs. EP and applied for a loan to Mr. SA, and when the funds were disbursed Mrs. EP was not given a share of the funds as promised by Mr. SS. Mrs. EP demanded that Mr. SS return the certificate of title to the land used as the object of the sale and purchase (the object of the mortgage to Mr. SA) which at the time of the case was in the power of Mr. SS, but Mr. SS never gave a positive answer.

Based on the above background, this research aims to analyze the validity and legal consequences of a simulated sale and purchase deed that is legally an authentic deed based on Indonesian treaty law. This research also aims to identify legal remedies that can be taken by the aggrieved parties, including the role of PPAT in handling such deed simulation cases. This is important because the authentic deed made by PPAT has perfect evidentiary power in court, but can still be canceled if it does not meet the requirements for the validity of the agreement as stipulated in the Civil Code (KUHPERDATA). The benefits of this research are to provide practical and theoretical contributions to the development of civil law in Indonesia. Practically, this research is expected to serve as a guide for PPATs in ensuring the validity of the deeds they make and as a reference for the public in understanding their legal rights in dealing with deed simulation cases.

RESEARCH METHOD

This research employs a doctrinal approach with an explanatory typology to systematically describe issues and analyze them within the framework of relevant legal principles. The inclusion criteria for this study encompass secondary data sources, including primary, secondary, and tertiary legal materials such as books, journals, legal documents, and case studies related to the research topic. Data collection is conducted through library research methods, ensuring thorough documentation of laws, legal precedents, and scholarly opinions that align with the research objectives.

The analysis is performed qualitatively using descriptive-analytical techniques to interpret and correlate data within established legal doctrines. The process involves categorizing data based on relevance, conducting content analysis to assess consistency with statutory provisions and legal theories, synthesizing findings to address research questions, and evaluating legal actions, particularly concerning simulated deeds. This methodological framework ensures a comprehensive examination of the issues, resulting in logically derived and well-supported conclusions.

RESULTS AND DISCUSSION

Case Position

The issue occurred several years ago, precisely in 2018 (2018). This case involved Mrs. EP, who was an owner of a plot of land and building located in Wonokromo Village, Bantul Regency, covering an area of 264m², where the Certificate of Ownership (hereinafter referred to as SHM) was registered in the name of Mrs. EP, and in 2008 (two thousand eight) the SHM was borrowed by Mr. SS who was Mrs. EP's business partner and was approved by Mrs. EP.

The purpose of borrowing the SHM was because Mr. SS wanted to enter into a loan agreement with someone, namely Mr. SA, and needed collateral to be given to Mr. SA. Mr. SS gave a guarantee to Mrs. EP that if the funds borrowed from Mr. SA were disbursed, Mr. SS would give Mrs. EP a share because she had contributed to the action of borrowing the funds. The plan required is for Mrs. EP and Mr. SS to buy and sell the SHM where Mrs. EP acts as a seller and Mr. SS acts as a buyer to convince Mr. SA that the collateral offered by Mr. SS is really Mr. SS's land, so the plan to be processed between Mr. SS and Mrs. EP is a simulation of buying and selling land.

The plan was then realized before PPAT RN, where Mrs. EP and Mr. SS conducted a sale and purchase process with a Sale and Purchase Deed (hereinafter referred to as AJB), where the value of the transaction carried out against Mrs. EP's SHM was IDR 14,000,000 (fourteen million rupiah). Shortly after the AJB process had been carried out, Mr. SS immediately carried out the name transfer process so that the land, which was previously recorded in the name of Mrs. EP as the owner, changed to the name of Mr. SS.

Time passed, and when Mrs. EP demanded the funds promised before the AJB process was carried out, Mr. SS did not provide them. Because Mr. SS did not provide the promised funds, Mrs. EP demanded that Mr. SS return the SHM on the land on which the AJB had been carried out because, at the time of the case, the land was a residence that Mrs. EP and her family still lived in.

Anatomy of a Land Deed Official (PPAT) Deed

The term PPAT based on Article 1 point 1 of Government Regulation Number 37 of 1998 concerning Regulations on the Position of Land Deed Officials (hereinafter referred to as PP 37/1998), is a public official who is authorized to make authentic deeds regarding certain legal acts regarding Land Rights or Property Rights over Flat Housing Units. An authentic deed itself, based on Article 1868 of the Civil Code, is a deed made in the form prescribed by law by or before an authorized public official in the place where the deed is made. The main advantage of an authentic deed is that it has perfect evidentiary power regarding what is contained in it when the deed is submitted as written evidence in a court trial. Based on this, the main task of PPAT is to make a deed, which is very important because these deeds are one of the sources of juridical data regarding updating the land registration administration.

The scope of deeds that are the responsibility of PPAT is specifically detailed through Article 2 of PP 37/1998, which essentially includes the following 8 (eight) types of deeds:

1. Buying and selling;
2. Exchange;
3. Grants;
4. Incorporation into the Company (Inbreng);
5. Division of Joint Rights;
6. Granting of Building Rights Title/Use Rights on Freehold Land;
7. Granting of Mortgage Rights; and
8. Granting Power of Attorney to Enforce Mortgage.

The preparation of the above PPAT deeds needs to follow the format that has been regulated in the Regulation of the Minister of Agrarian and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 8 of 2012 concerning Amendments to the Regulation of the Minister of Agrarian Affairs/Head of the National Land Agency Number 3 of 1997 concerning Provisions for the Implementation of Government Regulation Number 24 of 1997 concerning Land Registration (hereinafter referred to as Permen ATR 8/2012). The anatomy or format of these deeds can be broadly described as follows:

1. Deed Copy

This includes the identity of the PPAT concerned, such as name, area of office, decree number, date of appointment as a PPAT, and office address.

2. Boundary Line

As the name implies, the function of the dividing line is to delimit the section between the deed header and the content of the deed.

3. Title of Deed

The title of the deed adapts to the types of the eight deeds mentioned above. The title of the deed does not use further details, for example for a deed of sale and purchase of land, it is sufficient to write it as 'Deed of Sale and Purchase' without the need to add what object is being bought and sold.

4. Deed Number

The numbering of the PPAT deed is the number of the document created, a slash, and the year the deed was created, for example, 12/2024, meaning that the deed is the 12th (twelfth) deed of the PPAT in 2024 (two thousand twenty-four).

5. First/Second/Copy Sheet

Each sheet has its own function; the first sheet is used as a minute kept by the PPAT, the second sheet is to be registered at the land office, and the copy sheet is intended for the parties involved in the deed, the number of copy sheets adjusts the number of parties involved so that each party is entitled to get 1 (one) copy sheet. This is because there are several types of deeds that require more copies, such as Deeds of Exchange and Deeds of Division of Joint Rights.

6. Start of Deed

This is the opening of the deed that describes the identity of the PPAT, the time and date of the deed.

7. Deed Comparison

Covers the identity of the parties involved in the deed. Each party must at least be described successively in terms of name, place, date of birth, citizenship status, employment status, residential address, and identity number contained in the Identity Card. For parties who are foreign nationals, the identity number includes a Limited Stay Permit Card issued by the Directorate General of Immigration of the Ministry of Law and Human Rights of the Republic of Indonesia.

8. Premise

Includes the intent and purpose of the legal action intended by the parties.

9. Clauses

Clauses or articles essentially regulate the rights and obligations as well as the confirmation of transactions carried out by the parties. Each type of deed has its own clause character, adjusted to the premise or designation.

10. End/Closing Deed

This section is the closing part of the deed, where the PPAT describes that the deed made on the day, date, and hour mentioned at the beginning of the deed was attended by the parties

who appeared and were attended by witnesses that the PPAT knows, has been read, explained and explained to these parties. It ends with an explanation regarding the stages of signing the deed.

11. Signature

The PPAT deed is signed successively by the parties appearing, the witnesses, and the PPAT.

Specifically for the transfer of land rights through the sale and purchase process, there is a provision derived from customary law that the transfer of land rights is carried out clearly and in cash. The meaning of light means that the act of transferring land rights must be carried out in front of an authorized official to bear the regularity and validity of the transfer of rights so that it is known by the public. Cash means that the transfer of rights and payment activities are carried out simultaneously so that the cash process can be interpreted as the land price that has been paid in cash or partially paid (cash that is considered cash) (Patahuddin, 2023). Currently, the authorized official related to land rights transfer activities is PPAT, so when there is a party who wants to carry out the process of transferring land rights, the clear and cash criteria are carried out in front of PPAT (Winandra & Tanawijaya, 2020).

Based on this, the role of PPAT is not only to make a deed of sale and purchase based on the information of the parties but to ensure that the process of transferring land rights is carried out in accordance with the provisions of the applicable laws and regulations.

The validity of the PPAT Simulation Deed based on the Civil Code

Simulation of an agreement is juridically defined as all actions by two or more parties where the action seems to be a legal action, but behind it, the actual event is that the parties have agreed that they are not bound by any agreement and are not burdened with all legal consequences written in the deed made (Berisa, 2022). Article 1313 of the Civil Code defines an agreement as an act by which one or more people bind themselves to one or more people.

Several legal experts in Indonesia also provide their respective views regarding the definition of an agreement, such as Setiawan, who expressed that the meaning of the agreement, as written in Article 1313 of the Civil Code, is incomplete and very broad. The definition in the article is considered incomplete because it only emphasizes the agreement of one of the parties, and on the other hand, the article is considered very broad because the phrase "act" in the article is not limited to what type of act is meant, so the impact is that voluntary representation and unlawful acts can also be included as a category of "acts" referred to in Article 1313 of the Civil Code above. Based on these criticisms, Setiawan gives aspirations that need to be given improvements to the definition of an agreement to be as follows (Hernoko, 2010) :

1. Actions must be interpreted as legal actions, i.e., actions that aim to cause legal consequences;
2. The addition of the phrase "or bind themselves to each other."
3. Based on the improvement of the formulation, the agreement is defined as "a legal act in which one or more people bind themselves or bind each other to one or more people."

Subekti defines an agreement as an event where someone gives his promise to another person, and both of them promise each other to do something. KRMT Tirtodiningrat added that an agreement is a legal act based on an agreement between two or more people to cause legal consequences that are forced by legislation (Situmorang, 2018). Based on the definition of an agreement expressed by the experts above and the definition written in the Civil Code, it can be concluded that an agreement is a legal act carried out by two or more parties in which the parties both agree to bind themselves between one another to carry out a bond to something that is agreed upon and for this bond, a legal effect arises.

The legal relationship arising from an agreement is the emergence of an obligation between the parties involved; this is in line with the provisions in Article 1233 of the Civil Code, which discusses the source of the obligation, namely through laws and agreements. C.Asser stated that the main characteristic of an engagement is the existence of a legal relationship between the parties, where the relationship contains two main things, namely rights (achievements) and obligations (counter achievements). On the other hand, H.F.A Vollmar argues, by taking a business perspective or involving a property, that an obligation is declared to exist as long as the debtor still has achievements that have not been fulfilled by the creditor, and the debtor still has the right and power to force to request the fulfillment of these rights even if it has to be with the help of a judge.

The elements of an engagement when referring to the opinions of the experts above include:

1. Legal relationship;
2. Property in nature;
3. Parties; and
4. Achievements.

Legal relationships are the main element, which means that there is a relationship built in the realm of law, and the relationship gives rise to a legal effect. The nature of property means that the relationship established between the parties that bind themselves is oriented towards property, where the provisions related to the engagement are regulated in the third book of the Civil Code, namely related to property law (*vermogensrecht*). The element of the parties means that there must be legal subjects involved in the legal relationship, and the element of achievement, where the legal relationship that is built gives birth to rights and obligations for each party (achievements and counter achievements), and the party entitled to the fulfillment of these achievements is allowed to use legal remedies if the other party does not fulfill these achievements.

The types or forms of agreements are broadly divided into 2 (two) parts, in written and unwritten form. A written agreement means that the parties put the legal relationship that will be built between them in writing by describing at least the legal subjects involved, the object being agreed upon, the matters or conditions that apply to the parties, the rights, obligations,

and responsibilities that need to be obtained and fulfilled by each party, as well as signatures as a form of proof that the parties really bind themselves to the agreement. Conversely, for an unwritten agreement, the parties establish a legal relationship orally and do not put the agreement in any form of writing. Both forms of agreement are equally binding on the parties involved, but written agreements have advantages in the aspect of evidence, especially in front of the trial, to prove the legal relationship agreed upon by the parties. The ultimate goal of the proof is to obtain compensation for the party who has not obtained the agreed achievement. Therefore, it is important for the parties to make an agreement in the best possible way.

In the case that occurred between Mr. A and Mr. B, who made a simulation agreement using a PPAT deed, the deed of sale and purchase of land can be re-analyzed regarding the validity of the agreement from the point of view of the valid terms of the agreement stipulated in the Civil Code. It is written in Article 1320 of the Civil Code that to declare an agreement valid or not it is necessary to fulfill the following four elements, namely:

1. Agreement of those who bind themselves

This means that the parties of their respective will declare that they agree or agree to the agreement they make. When forming an agreement, there must be an element of offer (offer) and an element of acceptance (acceptance). Offer means that there is a proposal from the parties to make an agreement, and acceptance means that the parties accept and agree to the proposal; after the two elements are fulfilled, it is only open to the parties to make adjustments to the clauses or matters to be regulated in their agreement (Pangestu, 2019).

An agreement is considered valid if there is no defect in the will of the parties. Forms of defect in the will include mistake (mistake/error/dwaling), coercion (threat/bedreiging/dwanging), fraud (bedrog), or abuse of circumstances (misbruik van omstandigheden).

a. Fallacy (mistake/error/dwelling)

It is written in Article 1322 of the Civil Code that

"A mistake does not result in the nullity of an agreement unless the mistake is about the nature of the thing which is the subject of the agreement. A mistake does not lead to nullity if the mistake only occurs regarding the person with whom one intends to enter into an agreement unless the agreement was given mainly because of the person concerned."

Based on the article above, there are 2 (two) conditions to be referred to as mistake or Error. The first is a mistake related to the object of the agreement (Error in substantia), and the second is related to the subject of the agreement (Error in persona). When an error occurs in the object of the agreement (Error in substantial), such as an error related to the type of object, price details, and other provisions regarding the object of the agreement, the agreement can be canceled. On the other hand, the mistake on the subject of the agreement does not result in the cancellation of an agreement, but the agreement can be canceled if it turns out that the party who initiated the agreement mistakenly made an agreement with the appropriate party, for example, someone wants to invite Musician A

to fill his event, but it turns out that the person invited Musician B on the basis of an error, the Error makes the agreement cancelable (Judge, n.d.).

b. Coercion (threat/bedreiging/dwang)

Provisions regarding coercion or threats are regulated in Articles 1323, 1324, and 1325 of the Civil Code, namely.

"Coercion exercised against a person who makes an agreement results in the cancellation of the agreement in question, also if the coercion is exercised by a third party who is not interested in the agreement made." (Article 1323 of the Civil Code)

"Coercion occurs when the act is such that it gives the impression and may cause a reasonable person to fear that he or she, his or her persons, or his or her property, will be threatened with great loss in the near future. In considering this matter, the age, sex, and position of the person concerned must be considered." (Article 1324 of the Civil Code)

"Coercion renders an agreement void, not only when committed against one of the parties to the agreement, but also when committed against the husband or wife or his family in the lineup or down." (Article 1325 of the Civil Code)

Based on the above provisions, a will in making an agreement can be said to be defective if there is an element of coercion in the agreement, either due to direct pressure from the parties involved in the agreement, third parties or carried out to one of the parties making the agreement such as the family. As long as there is an element of coercion, the agreement can be canceled.

c. Fraud (bedrog)

Fraud under Article 1328 of the Civil Code is categorized as a form of defect of will and is a reason to cancel an agreement. Fraud is an event where a person intentionally misleads another person. A person is declared to have committed fraud when that person intentionally conceals, does not disclose, and/or hides a certain fact. When a party commits fraud when making an agreement with another party, the result is that the will is defective, and the agreement can be canceled by the other party who experienced fraud.

d. Abuse of circumstances (misbruik van omstandigheden)

Harlien Budiono points out that abuse of circumstances is also included as an action that has an impact on the disability of a person's will; this is because abuse occurs in conditions where a person, due to certain conditions, needs to carry out legal action and the opposing party abuses the party's needs (Octavia, 2020). Forms of conditions or circumstances that can be classified as abuse of circumstances are emergencies (noodtoestand), dependence (afhankelijkheid), rash / reckless, lack of reason (lichtzinningheid), abnormal mental state (abnormale geestetoestand), or lack of experience (onervarenheid).

When someone has been bound to an agreement but there is an element of abuse of circumstances as a form of defect of will in the agreement, then the impact or legal consequences are that the agreement can be submitted to the judge to request its

cancellation (*verniettigbaar*), and the cancellation claim can be made for part or all of the contents of the agreement.

2. Capacity to make contracts

This element relates to the age and maturity category of a legal subject to make an agreement, and based on Article 1330 of the Civil Code, a person becomes incapable of making an agreement if:

- a. The person is not an adult;
- b. The person is under guardianship;
- c. Women and any person who is prohibited by law from entering into an agreement (Circular Letter of the Supreme Court of the Republic of Indonesia No.3 of 1963 has stipulated that the position of a married woman is equal to that of a man, and therefore the woman can perform legal acts and appear in court without having to be assisted by her husband and the provisions in point 3 (three) of this article have been deleted).

The parameter of a person's maturity, as referred to in point 1 (one) of this article, is seen from the age of the person. In Indonesia, there are several provisions that regulate the age of maturity; the first is Article 330 of the Civil Code where a person is declared an adult if he is 21 (twenty-one) years old or married, and Article 7 of Law Number 16 of 2019 concerning Amendments to Law Number 1 of 1974 concerning Marriage which stipulates that Marriage is permitted if the man and woman who will enter into the Marriage have reached the age of 19 (nineteen) years (Nursyamsi Ichsan et al., 2022).

Based on the elements and provisions above, a person can perform legal acts in the form of making an agreement as long as the person is an adult, not under guardianship and not a party prohibited by statutory regulations.

3. A certain thing

Limitations on matters or objects that can be agreed upon based on Article 1332 up to Article 1334 of the Civil Code include objects that will exist (excluding inherited property) as long as the object can be determined and has a value that can be calculated, as well as objects that can be traded (except for goods that are for the public interest).

4. A lawful cause.

This means that the reason for making the agreement must be appropriate and not prohibited; things that make a cause prohibited are if the reason for making the agreement is prohibited by statutory regulations and contrary to decency and/or public interest (Mujibur Rahman et al., 2023).

The first and second conditions (agreement and capability) are subject-related conditions that need to be fulfilled to make an agreement. Therefore, the first two conditions are commonly referred to as subjective conditions. On the other hand, the last two conditions (a certain thing and a halal cause) are objective conditions that need to be fulfilled because they are related to the object of the agreement. The legal consequences if the subjective

conditions are not met are that the agreement that has been made can be canceled, while if the objective conditions are not met, the agreement is null and void, and it is considered that there was never an agreement binding the parties involved (Frans Satriyo Wicaksono, 2020).

The AJB simulation case carried out between Mr. SS and Mrs. EP can be said not to meet the legal requirements of the agreement as stipulated in the Civil Code, although the formal requirements of the AJB are in accordance and carried out before a PPAT but substantially do not meet the valid provisions of the agreement, especially on the elements of the agreement and a lawful cause. First, on the element of agreement, there are two types of defects of will experienced by Mrs. EP, namely fraud and misuse of circumstances. Mr. SS can be said to have deceived Mrs. EP because Mr. SS persuaded Mrs. EP to get involved in the debt and credit plan that would be carried out with Mr. SA by making promises that Mr. SS would not keep. The position of Mr. SS became more advantaged when conducting the AJB process with Mrs. EP because, in addition to the nominal land purchase transaction, which was cheaper than the original price of Mrs. EP's land, Mr. SS legally became the legal owner of Mrs. EP's land since after the process of turning the name of the SHM, so that when Mrs. EP demanded back to Mr. SS to return the SHM which was in the power of Mr. SS, Mrs. EP's biggest obstacle was that she had fully lost the ownership rights to the land under her residence. The defect of will experienced by Mrs. EP, in addition to fraud, is the abuse of circumstances, where Mr. SS, as a figure who was once a business partner of Mrs. EP, abused the relationship and persuaded Mrs. EP to understand Mr. SS's condition so that Mrs. EP would want and agree to a plan that ultimately led Mrs. EP to suffer losses.

The second element that is not fulfilled in the legal requirements of the agreement is the element of a lawful thing, namely the violation of the provisions of laws and regulations. This is because Mr. SS's actions can be categorized as a form of fraud as regulated in Article 378 of the Criminal Code, where the action uses deception, a series of lies, and intends to benefit himself or others. When Mr. SS consciously planned the action and continued to make an agreement with Mrs. EP, it can be said that the element of a lawful thing, as referred to in the legal requirements of the agreement, was not fulfilled.

Legal Remedies for Simulation of PPAT Sale and Purchase Deed

PPAT, when carrying out its position, is required to apply the precautionary principle as a form of mitigation of disputes between the parties concerned in the future. The application of this principle also includes when required to make AJB, as happened in the case of Mrs. EP and Mr. SS. This is because a PPAT is a public official who is responsible for the authentic deed he makes regarding all legal actions related to land rights and property rights over apartment units.

Every legal action has its own legal consequences as regulated in the provisions of the laws and regulations in each domain. The events that occurred to Mrs. EP are also included as legal actions that require legal solutions so that issues can be resolved. AJB PPAT made between Mrs. EP and Mr. SS, when viewed from the legal requirements of the agreement, does not meet the

first legal requirement related to the existence of an agreement without any defect of will and the fourth legal requirement, namely a lawful cause because there is bad faith by Mr. SS when the AJB process is carried out.

The legal remedies that can be taken by Mrs. EP for the AJB simulation carried out with Mr. SS are divided into 2 (two) types, namely submitting a request for cancellation of AJB as an authentic deed made between Mrs. EP and Mr. SS or filing a lawsuit for Unlawful Acts (hereinafter referred to as PMH) committed by Mr. SS to Mrs. EP with a claim for compensation in the form of returning SHM which has been used as an object of sale and purchase simulation.

The submission of an application for cancellation of AJB can be submitted to the authorized court by Mrs. EP on the basis that the element of agreement in the valid requirements of the agreement as stipulated in Article 1320 of the Civil Code is not fulfilled because there is a defect of will in the agreement, namely Mr. SS who committed fraud on Mrs. EP so that the AJB simulation plan could still be carried out. In the petite of the lawsuit, Mrs. EP can describe the chronology accompanied by evidence that Mr. SS's actions are said to be deceptive acts as stipulated in Article 1321 of the Civil Code related to defects in the will in the agreement. Thus, the AJB made before the PPAT involved in the case, although it fulfills formally and procedurally, but materially does not meet the legal requirements of the agreement.

The second legal remedy is to file a PMH lawsuit. This is because, based on Article 1365 of the Civil Code, an act that violates the law and causes harm to another person is referred to as PMH, and the legal consequences that need to be borne by the party who committed the act is to provide compensation to the injured party. The elements that need to be fulfilled for someone or a party to be said to have committed PMH include:

1. Existence of Actions

This means that someone or a party performs an action either in active or passive form. An action is said to be a tort in accordance with the term *daad* in Article 1365 of the Civil Code when it is realized through 2 (two) things, namely when someone does something (positive aspect) and ignores something (negative aspect).

2. The existence of the element of Error

This element basically emphasizes that a person who commits an unlawful act is responsible for the loss caused if the act is his fault. The element of fault can occur due to two factors, namely due to intent or negligence; the difference is when the person concerned commits an unlawful act, he is aware that his actions are contrary to his obligations, and he has also predicted the effects or consequences arising from his actions, but he still does it, then he is declared guilty of intent. A person is found guilty of negligence when he/she does the opposite of intentionally. However, Article 1365 of the Civil Code does not differentiate the legal consequences for a person who commits a legal act either intentionally or negligently; the person is still responsible and blamed for the harm caused by him/her unless he/she can prove his/her innocence.

3. The existence of losses suffered

Something that is called a loss is not limited to a nominal amount of currency, something can be called a loss if there is a depreciation of the required satisfaction, so that the losses that fall into the category of tort actions include not only material losses of wealth, but also immaterial losses of an idiotic or moral nature, and one of the concrete forms is fear, pain, surprise, and victory of life.

4. There is a causal link between the fault and the loss

This element is one of the determining factors whether a person commits an unlawful act or not; this element concludes that every act must be considered as a cause of an effect, and the condition for something to be declared an effect is that if an act or problem does not exist, the effect of the act does not arise.

In the case experienced by Mrs. EP, Mr. SS's actions can be said to fulfill the elements of PMH with the following description:

1. Existence of Actions

The act of initiating a simulation of AJB and giving promises in the form of giving a share of funds from Tuan SS to Mrs. EP, and later, when Mrs. EP made a collection of the promised funds was not given, Mr. SS violated the provisions of Article 1321 of the Civil Code related to defects in the will in the form of fraud in the agreement.

2. Error

The element of fault fulfilled by Mr. SS is intentional to deceive Mrs. EP by utilizing the relationship or relationship as a business partner owned between Mrs. EP and Mr. SS. Mr. SS tried to convince Mrs. EP to remain involved in the process of making the AJB simulation which then continued the series of processes of transferring land rights up to the transfer of name contained an element of intentionality and knew the impacts that would be experienced by Mrs. EP.

3. Causing Harm

Mrs. EP clearly suffered a loss in the form of a full loss of ownership of the land on which Mrs. EP and her family lived until the time of the case. Not only losing the SHM which was used as the object of the agreement, Mrs. EP also suffered a loss in the form of not being given the funds promised by Mr. SS when the initial AJB simulation plan was proposed.

4. The causal relationship between the act and the harm

The clear correlation or causal relationship in this case is that because Mr. SS has deceived Mrs. EP, and the series of frauds involved an authentic deed made before a PPAT, Mrs. EP suffered a loss in the form of losing her property in the form of land which at the time of the case was in the power of Mr. SS.

Based on the two types of lawsuits above, the faces of victims of promises made by a party can still take legal remedies through the court process. Deeds made by authorized officials, both by notaries and PPAT, also still need to be paid attention to in the elements contained in the legal

requirements of the agreement as stipulated in the Civil Code. Thus, the confronters can still fight for their rights even though the object of the dispute is related to the authentic deed.

CONCLUSION

The conclusion of this study shows that the validity of a simulation deed made by a Land Deed Official (PPAT) must be in accordance with the provisions of agreement law in Indonesia, especially the legal requirements of an agreement as stipulated in the Civil Code. While the formal aspects of a PPAT deed are regulated in Permen ATR No. 8/2012, its substantive validity depends on the fulfillment of subjective and objective requirements. If these elements, such as agreement without defect of will or lawful cause, are not met, then the deeds can be canceled or declared null and void. This underscores the need for PPATs to be careful in ensuring that the legal acts they are documenting meet all legal criteria.

Legal remedies for victims of fake deeds include filing a lawsuit to cancel the authentic deed or filing a lawsuit against the law (PMH). These remedies are intended to address violations of the terms of a valid agreement, especially when there is fraud or abuse of circumstances, as stipulated in Articles 1320 and 1321 of the Civil Code. This research emphasizes the importance of balancing formal and substantive legal requirements in PPAT deeds to protect the rights of all parties and maintain legal integrity. Future research could explore the integration of technological innovations such as blockchain for transparency in deed validation and make comparisons with practices in other jurisdictions to improve the legal framework and dispute resolution system in Indonesia.

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