



RESEARCH ARTICLE

IMPLEMENTATION OF GRANT DEEDS CONTAINING PROHIBITIONS ON WIFE GRANTS TO HUSBAND GRANTS MADE BY PPAT (STUDY OF SUPREME COURT DECISION NUMBER 1893 K/PDT/2015)

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Abstract

Article 1678 of the Civil Code reads that it is forbidden to grant a husband and wife during the marriage period. The problem of this study is how to implement the Grant Deed, which contains a prohibition on giving wives to husbands based on the Supreme Court decision Number: 1893 K/Pdt/2015 and civil liability carried out by PPAT for negligence in PPAT's obligations in terms of making grant deeds. This study aims to analyze the implementation of the Grant Deed, which contains a prohibition on the grant of wives to husbands based on the decision of the Supreme Court Number: 1893 K/Pdt/2015, and to analyze the civil liability carried out by PPAT for negligence in PPAT's obligations in terms of making grant deeds. The type of research used is normative juridical, with the methods used being a legislative approach, a conceptual approach, and a case approach. The specification of this study uses a prescriptive. The data needed in this study is secondary data obtained from literature research, such as primary legal materials, secondary legal materials, and tertiary legal materials. The results of the study can be concluded that the application of the Grant Deed, which contains elements of the prohibition of wife grants to husbands based on the decision of the Supreme Court Number: 1893 K/Pdt/2015, namely, when viewed from the Denpasar District Court Decision Number: 723/Pdt.G/2013/PN.Dps, states that the conditions of the grant have been met, so the grant is valid. While if you look at the Decision of the Court of Appeal, namely the Decision of the High Court Number: 04/PDT/2015/PT. Dps, and Cassation Level Decision, namely Supreme Court Decision number: 1893 K/pdt/2015 stated that the grant was void or invalid because it violated the legal rules of Article 1678 of the Civil Code, as well as responsibility for PPAT's negligence, namely civil liability and payment of compensation costs in the form of case costs.

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Introduction:-

The legal profession in the development of society in Indonesia is essential in line with the increasing needs of the community, especially in law. To help the community in preventing legal problems, it is necessary to have specialized expertise. People must have special knowledge in the field of law so that they can help the community to prevent a legal problem from occurring.

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One of the legal professions in Indonesia is the Land Deed Making Officer (PetugasPembuatAkta Tanah, hereafter PPAT). PPAT is a profession carried out in the legal field related to officiatingland documents and such. In English, land deed-making officials are referred to as Land Deed Officials, while in Dutch, they are referred to as land titles registrar. (1) PPAT has the right to do 8 deeds in its position as PPAT related to legal acts consisting of sale and purchase, exchange, grant, entry into the company (inbreng), distribution of common rights, the granting of building use rights or utilization rights over privately-owned land, granting of dependent rights, and granting power of attorney to impose dependent rights.

The responsibilities and authority bestowed on PPAT as a profession give rise to its professional duty. These obligations and authorities are legally binding and have taken effect since PPAT swore the oath of office as a Land Deed Making Officer. The person who took the oath is the one who ought to oversee PPAT's activities while performing his duties, particularly as a public officer. Because the community trusts PPAT as an authority in their sector, they have an obligation to take responsibility for their actions and labor when performing deeds. Due to the great responsibility of PPAT when carrying out its profession, PPAT is required to always be accurate and careful in every action. One of the obligations of PPAT is to make a grant deed. A grant is defined as a grant by agreement, where one party agrees to give an object to the other party as the recipient of the grant so that as an agreement the grant is binding on both parties and cannot be revoked according to the will of one party only. (2)

According to CST Kansil, a grant is an arrangement whereby the first party agrees to give something over to the other party in consideration of their compassion.(3)From the abovementioned information, it can be seen that the elements of the grant, it is an agreement to hand over an item for free which means that there is no contra achievement or the grantee has no obligation to receive the grant, The grant is carried out with the intention of the grantor benefiting the grantee, which is the object of the grant is all things or property belonging to the grantor can also include the grantor's receivables depending on the content of the grant agreement, the grant cannot be lost ground, the grant must be made while the parties are still alive but the implementation can still be carried out in the condition that the grantor has passed away, And the last is that the grant must be made in front of a notary. Then the law only recognizes grants between living people. The handover of goods is a condition for the implementation and perfection of the grant. (3) According to Fyzee, a grant is "a direct and unconditional surrender without giving anything in return"(2)while according to Sabiq and Hassan as quoted by Siddik, what is meant by a grant is the grant of a person to his heirs, his companions or to the general affairs of a part of his property or all of his property before he dies. (4)

Cases related to grants in marriage are the obligations of the land deed deed-making officerknown as PPAT. Before Government Regulation No. 24 of 1997, those who are subject to the Civil Code must be made in written form from a Notary, land grants that are not made by a Notary do not have legal force, those who are subject to customary law can make it illegal, but the process at the Land Office must be made with a PPAT deed.(5)

With regard to the grant agreement, which falls under the purview of the PPAT in this discussion and is governed by the provisions of Article 1678 of the Civil Code, which reads:

"Prohibition of donation between husband and wife during the marriage,"

a close examination of a particular rule found in Article 1678 reveals that it is forbidden to give anything while a couple is still married. This illustrates situations in which a grant is given when two people are still married, but the gift does not adhere to the guidelines outlined in Article 1678 of the Civil Code.

The Supreme Court's ruling, number 1893K/Pdt/2015, 2015, contains the case and has permanent legal force (inkracht). At first, Gusti Ayu Ita Dewi (Defendant I)'s sibling and oldest brother was I Gusti Rai Tantra, the plaintiff. Following the passage of time, October 2011, was the culmination of the dispute between Defendant I and Defendant II, and at the same time Defendant I voluntarily donated land assets to Defendant II so that when granting the land assets between Defendant I and Defendant II, they were still married. Defendant I and Sven Holinger (Defendant II) were married on March 1, 1997, according to Marriage Certificate Number 30/1997 recorded at the Civil Registration Office of Badung Regency, Bali Province.

Problems

This study aims to investigate two main issues: firstly, how the Supreme Court's decision Number 1893 K/Pdt/2015, which prohibits wife-to-husband grants, affects the implementation of grant deeds; and secondly, what civil liabilities are placed on PPAT for any negligence in carrying out their duties when drafting grant deeds.

Methods:-

This study employed the normative juridical approach method, which is a type of research that focuses on analyzing how rules or norms are applied in positive law. (6)The approaches that were used in this study were the statute approach, conceptual approach, and case approach. The Civil Code (BurgerlijkWetboek)(7); (8), government Regulation Number 24 of 2016 and revisions to Government Regulation Number 37 of 1998 concerning Regulations on the Position of Seed Deed Maker are among the key legal materials that must be considered as secondary data for this study. (9)Secondary legal material is information that clarifies primary legal material, as defined by Government Regulation No. 24 of 1997 Governing Land Registration.(10)Secondary legal materials include scholarly comments on study issues, periodicals, and textbooks authored by prominent legal experts (de herseende leer).(11)The manner of presenting legal materials in preparation for this research will be presented in the form of narrative texts systematically, adhering to the systematic flow of debate. The researcher employed secondary data collecting. The collected data will be examined both normatively and qualitatively to draw the anticipated findings.

Research Result:-

Identity of the Parties

1. Sven Hollinger: The highest court applicant was Defendant II/Appellant II
2. Drs.I Gusti Rai Tantra: The highest court respondent Plaintiff/Appellant
3. Gusti Ayu Ita Dewi: The former higher court applicant respondent Defendant I/Appellant I
4. Notary Dewa Putu Oka Diatmika, S. H.: The former higher court respondent Defendant III/Appellant III
5. Head of the Badung Regency Land Office: The Appellant

Crux of The Matter

1. Defendant I Gusti Ayu Ita Dewi and Defendant 2 Sven Hollinger have had a marital relationship, since March 1, 1997, based on Marriage Certificate No.: 30/1997 recorded at the Civil Registry Office of Badung Regency, Bali Province.
2. On October 31, 2011, a Deed of Agreement (will Grant) and a Deed of Power of Attorney (Grant) were made from the wife, I Gusti Ayu Ita Dewi (Defendant I) to the husband of Sven Hollinger (Defendant II), the Grant in the form of land an area of 1,360 m², in the name of Gusti Ayu Ita Dewi, SHM., No. 6729/Kuta located in Kuta Village, Kuta District, Badung Regency, the land grant of 200 m², in the name of Gusti Ayu Ita Dewi, SHM., No. 1943 / Kerobokan Kelod is located in Kerobokan Kelod Village, North Kuta District, Badung Regency, and grant a concern of PT. Satria Pangan Sejati in the amount of 117 pieces worth Rp.14,625,000,- (fourteen million six hundred and twenty-five thousand rupiah).
3. That based on a copy of the divorce decision between Defendant I and Defendant II, it was revealed that October 2011 was the culmination of a quarrel, it was uncommon, contrary, and unreasonable when at the same time Defendant I Gusti Ayu Ita Dewi "voluntarily" granted his land assets and company shares to Defendant II Sven Hollinger.
4. However, Defendant III Notary Dewa Putu Oka Diatmika, SH., has lawfully made a Deed of Agreement (to Grant) between husband and wife, Defendant I Gusti Ayu Ita Dewi and Defendant II Sven Hollinger, who is during the marriage.
5. The provisions of article 1678 of the Civil Code strictly prohibit the occurrence of a grant agreement between husband and wife who are in marriage, so by referring to the provisions of article 1320 of the Civil Code the conditions of the validity of the agreement, especially the objective conditions that determine that the agreement must not conflict with the provisions of the applicable law, then the Grant agreement between husband and wife is invalid and void.
6. Whereas in the first level judge's legal considerations, namely the District Court Decision Number: 723/Pdt.G/2013/PN Dps, it was stated that the conditions for the grant had been fulfilled.
7. Whereas in the Legal Considerations of the Judge at the Appeal level, namely the High Court Decision Number: 04/PDT/2-15/PT.DPS stated that the gift had violated Article 1678 of the Civil Code which prohibits gifts between husband and wife who are still married, and the Court Decision Tinngi who annulled Denpasar District Court Decision Number: 723/Pdt.G/2013/ PN Dps.

8. That in the Legal Consideration of the Judge at the cassation level, namely the decision of the Supreme Court Number: 1893 K/Pdt/2015 which states that the gift violates Article 1678 of the Civil Code which prohibits gifts between husband and wife who are still married.

Analysis

How is the Implementation of the Grant Deed which contains the prohibition of wife grants to husbands based on the Supreme Court decision Number: 1893 K/Pdt/2015?

Grants based on the Civil Code are included in Book III of the Civil Code on Covenant Law and are a type of agreement. When referring to the Civil Code, it can be found how many prohibitions are related to grants, in the article 1678 Paragraph (1) of the Civil Code, prohibits grants between husband and wife during marriage. The conditions of the grant can be seen from two aspects, the grantor and the grantee. Grant Requirements: (4)

1. Grantors are required to be adults, who have reached the age of 21 years old or have been ever married (Article 330 of the Civil Code).
2. The grant is given while the grantor is still alive.
3. The grantor does not have a marital relationship as husband and wife with the grantee, but the Civil Code still allows the grant to the husband and wife to moveable objects that are not too high in price according to the ability of the grantor.

The Grantee Requirements:

1. The grantee already existed at the time of the grant, but if it turns out that the interests of the child in the womb want it, then the law can consider the child in the womb as having been born (Article 2 of the Civil Code).
2. The grantee is not the former guardian of the grantee, but if the guardian has held an accountability calculation for his guardianship, then this former guardian may receive the grant (Article 904 of the Civil Code).

According to H. Zaeni Ashadie, everyone is allowed to give and receive grants except those who are declared incompetent by law for it, the under-age kids, crazy people, or people under care. Therefore in principle, everyone can be the subject of grant approval, except:

1. The under-age kids. They do not have the power to give grants. They are prohibited from making grant approvals for anything. The grant they made can be requested to be canceled (*Vernietigbaar*), but it is not canceled by itself.
2. The subject of grant approval cannot be between a husband and wife. As a result, it is forbidden for a husband and wife who are married to provide grants to one other. (Article 1678 of the Civil Code).

In the Civil Code regulations, grants given to a person must be made by notary deed as explained in article 1682, namely:

"No grant except as referred to in article 1687 can be made with a notary deed, the original manuscript must be kept in a notary and if it is not done so then the grant is invalid".

The aforementioned provision is one of the legal conditions for a grant agreement.

The Civil Code's Article 1678 lays out the conditions for granting grants, one of which is that grants to married couples are prohibited. Consequently, October 2011 was the height of the domestic conflict between Defendant I and II, according to the research result in Denpasar District Court Decision Number 70/Pdt.G/2011/PN.Dps, the Court of Appeal's Decision, which is the High Court Decision Number: 04/PDT/2015/PT. Dps, and the Cassation Level Decision, which is the Supreme Court Decision number: 1893 K/pdt/2015, as well as a copy of the divorce decree between Defendant I and II, it was extremely odd, contradictory, and illogical when Defendant I or Gusti Ayu Ita Dewi voluntarily donated her land assets and company shares to Defendant II or Sven Hollinger.

Defendant III, Dewa Putu Oka Diatmika, S.H., nonetheless, unlawfully penned a Deed of Agreement (to make a grant) between Gusti Ayu Ita Dewi and Sven Hollinger, husband, and wife, even though they are still together as of just now. The grant procedure that Defendant 1 conducted for Defendant II, who was still married, did not comply with the provisions of the Civil Code, which states that a grant must suit the requirements of both the donor and the recipient. If we look back at this case, it does not meet the grantor's situations, which are as follows:

"The grantor does not have a marital relationship as husband and wife with the recipient of the grant." Based on Article 1688 of the Civil Code, a grant cannot be withdrawn or written off because of this, but only in the following cases: "because of the conditions under which the grant was made were not fulfilled."

According to the judge's legal considerations, the grant made by Defendant I and II, who were still married as husband and wife, was valid. This is because they do not consider or pay attention more to Article 1678 of the Civil Code, which forbids the grants. PPAT in carrying out its duties and obligations must be in accordance with the Regulations. regulations are made to ensure that public officials do not act arbitrarily in carrying out their duties.(12)

What is the civil liability carried out by PPAT for negligence in PPAT's obligations in terms of making grant deeds?

According to Hans Kelsen's concept of legal responsibility:

"A person is legally responsible for a specific act or that he/she bears legal responsibility, the subject means that he/she is responsible for a sanction in the event of a conflicting act."

Furthermore, Hans Kelsen also stated that failure to take the care crucial by law is called negligence; and error is commonly viewed as another kind of error (culpa), but not as severe as an error that is fulfilled by anticipation and will, with or without bad reason and negative effects.

Abdulkadir Muhammad divides the theory of responsibility for unlawful acts, or tort liability into several theories:

1. Responsibility that comes up from an unlawful action done intentionally, the defendant must have committed the act in such a way that it harms the plaintiff or know that what the defendant did would end up in loss.
2. Responsibility caused by unlawful acts did due to carelessness (negligence tort liability) is based on the concept of fault, which is related to morals and law.
3. Absolute responsibility for breaking the law without concern to whatever its fault (stirck liability) is based on the action, whether intentional or unintentional.

The PPAT has three responsibilities in carrying out its duties, which are:

Civil Responsibilities

If it is brought into a civil court, PPAT does an unlawful act under Article 1365 of the Civil Code, and the form of liability is liability based on six errors, which means that because the PPAT caused losses on purpose and was expected by him/her, he/she is responsible for the breaks he/she did.(13)

Criminal Responsibilities

Criminal sanctions can be placed against PPAT if the PPAT is incapable of carrying out its duties or obligations in accordance with Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Position Regulations for Land Deed Making Officials, or if the PPAT has made a fake letter or false statement related to the deed they made.

Administrative Responsibilities

Administrative errors made by PPAT in carrying out its responsibilities will probably cause legal consequences; in this case, PPAT may be responsible for administrative responsibilities.

As a PPAT, in all matters relating to certain legal acts, as stated in Article 2 paragraph (2) of Government Regulation Number 24 of 2016, concerning Amendments to Government Regulation Number 37 of 1998 concerning Officials Making Land Deeds jo. Article 37 and Article 44 of Government Regulation Number 24 of 1997, certain legal acts include:

1. Trading
2. Barter/Exchange
3. Grant
4. Entry into the company (inbreng)
5. Sharing joint rights
6. Granting Building Use Rights/Use Rights on Freehold Property
7. Giving Mortgage deed
8. Granting power of attorney imposes mortgage deed.

Certain legal acts mentioned above must be carried out in line with an authentic deed filed before the PPAT. According to Articles 165 HIR and 285 RGB, an authentic deed is one that is signed by or before an authorized official. The deed is complete evidence between the parties, their heirs, and those who obtain rights from it regarding what is contained therein, even if it is only a notification, but the latter is only notified in relation to the subject matter of the deed, whereas the deed of the Land Deed Making Officer is a deed made by PPAT, which is authentic. This is in line with 2016's PP No. 24. Regarding authentic deeds, Article 1868 of the Civil Code is expected to be referred to:

"An authentic deed is a deed made in a form determined by law by or before a public official authorized to do so in the place where the deed is made."

When PPAT does specific legal activities, such as creating a grant deed in this case, it has to stick by the grant deed's requirements, which are governed by legislative procedures. The PPAT may face penalties and hold responsibility in the case if it breaks these requirements. Responsibility is the obligation to bear everything. If something happens, you may be sued and blamed. In the legal dictionary, responsibility can be defined as someone's obligation to do what has been demanded of them. Basically, PPAT's responsibilities are intrinsically linked with its obligations and authority as PPAT. PPAT has to be responsible for whatever it has done. If the PPAT proves that they were neglectful or careless while doing the deed and the parties suffer damage as a result, the PPAT must take responsibility for his/her mistake. In terms of responsibility for actions taken while in office, PPAT is responsible for whatever they did.

If we look at this case, PPAT is civilly responsible. Rosa Agustina believes that while investigating a PPAT error (beroeptfout), the form of the error must be considered, specifically whether the error is considered a breach of contract or an unlawful act. According to popular opinion, an act is regarded as a violation of a contract if it is preceded by an agreement; if it has nothing to do with the agreement, it is referred to as an unlawful act or onrechtmatige daad. If we consider the broad principles stated by Rosa Agustina above, the author thinks that PPAT Dewa Putu Okta Diatmika, which caused a grant deed to become legally defective, can be considered an illegal act. In line with Article 1365 of the Civil Code:

"Every unlawful act that brings loss to another person requires the person whose fault it was to cause the loss to compensate for the loss."

The subject must fulfill the following requirements to be considered to have been involved in an unlawful act:

1. There must be an unlawful act.
2. There is an error.
3. There is a loss.
4. There is a causal relationship between acts and losses."

These four factors are cumulative, which means that all requirements must be met before asking compensation. Acts against the law in the broadest sense harm other people's rights and are contrary to decency and decorum, which should be respected.

In civil law, every unlawful act that makes loss to another person requires the person who caused the loss to compensate for it. The first two conditions apply to written law, whereas the third and fourth apply to unwritten law. According to the rules of Article 1365 of the Civil Code, an unlawful act has the following elements (act against the law). To be subject to an illegal act, the act committed must be unlawful in nature, and the unlawful act is considered to fulfill the following conditions:

1. Violates other people's rights
2. Contrary to the legal obligations of the maker or
3. Contrary to good morals or
4. Contrary to the appropriateness that must be observed in social interactions involving oneself or other people's possessions.
5. Errors

The existence of an element of error (schuld) is determined by Article 1365 of the Civil Code. The word "schuld" has two meanings: intentional error and error in the widest sense. First, intentionality can be defined as the intentional act of doing something or ignoring a responsibility, even when the individual involved is aware that the activity would cause harm to other people. Second is errors in the widest sense, which comprise mistakes in the strict sense

represented by intentionality and carelessness (schuld). If someone does not take action when they should in order to protect another person from damage, that action is considered negligent.

The Loss

The Civil Code's Article 1365 says that any unlawful act that results in a loss must be made good for, with the type of compensation for the unlawful act being up to the individual and not specifically prescribed by the law.

Causal relationship between actions and losses.

An unlawful act must also have causal relationship between the act and the loss. The causal relationship can be seen in the statement of activity that, due to its fault, results in loss.

The author thinks that PPAT's actions, which have caused a deed to become legally defective, can be considered as an unlawful act. In this case, PPAT Dewa Putu Okta Diatmika broke the law by creating a grant deed while defendant 1 and 2 were still married. This is also supported by a copy of their divorce decision, which revealed that October 2011 was the climax of their conflict at home, so it turns out very strange and contradictory and also illogical when defendant 1, Gusti Ayu Ita Dewi, voluntarily donated her land assets and company shares to defendant 2, Sven Hollinger.

In this instance, The PPAT in issue really made the deed with less care and failed to follow the procedures in place, which resulted in losses for the parties or other parties. Sometimes, some of these aspects are not realised and not purposefully carried out, while others are realised and deliberately carried out by the PPAT or its parties. The presence of conscious intent to harm one of the parties is extremely rare. However, it is quite uncommon to find an element of injury from this negligence. On the other hand, even if there is no element of purpose identified in this case, it indicates that the PPAT in question was negligent, sloppy or inaccurate. From the unlawful acts committed by PPAT Dewa Okta Diatmika against its client, the PPAT must be responsible for the unlawful act based on the Article 1365 of the Civil code which says:

"Every unlawful act that cause harm to another person requires the person who fault itself was to cause the loss, to compensate for the loss."

According to this article, responsibility for unlawful acts is defined as responsibility resulting from a legal subject's error that causes harm to another party. In consequence of this detrimental error, the legal subject in question accepts responsibility for his/her error and must compensate for the losses caused by his/her actions. Article 1365 of the Civil Code states that if there is a mistake, you must compensate for the losses caused. Compensation arises as a result of a mistake rather than an agreement. There are two forms of compensation known in civil law, namely:

1. General compensation is compensation for all situations resulting from unlawful activities, including costs, losses, and interest. Articles 1243–1252 of the Civil Code essentially regulate this compensation.
2. Special compensation can only arise from certain obligations.

The author believes that because defendant 3's acts were merely PAT, his/her liability was restricted to court expenses rather than damage compensation.

Conclusions:-

1. Based on a Supreme Court Decision Number: 1893 K/Pdt/2015, the grant deed's applicability, which forbids the wife from granting grants to her husband, is implemented. To be more precise, the Denpasar District Court Decision Number: 723/Pdt.G/PN states that the grant was legitimate since all conditions were satisfied. As per the Court of Appeal's Decision (04/PDT/2015/PT. DPS), the grant was deemed invalid for violating Article 1678 of the Civil Code. This provision forbids grants that fail to fulfill the terms of the grant and are still in bond marriage. The grant giver's requirements were not met in this case, as the grant did not have a marital relationship as husband and wife with the recipient. The Civil Code does, however, nevertheless permit grants to spouses of mobile objects as long as the price is reasonable and the grantor's ability is taken into consideration.
2. The Supreme Court Decision Number: 1893 K/Pdt/2015, "Land Deed Making Officer's Responsibilities," declares that the official's grant deed is null and void because of carelessness and disregard for legislative requirements. Because of this, the official could be held accountable civilly under Article 1356 of the Civil Code for the grant deed's void status and any losses that follow.

Suggestions:-

Based on the current conclusions and the result of the study that the author has explored, several suggestions can be put forward and are expected to provide food for thought to provide solutions to the problems faced, namely:

1. In order to prevent future disputes, the parties to a gift agreement, in this case a husband and wife, must consider the law that restricts presents while maintaining the structure of their marriage as well as the potential legal ramifications.
2. In order to fulfill their tasks and commitments without creating issues down the road and endangering several parties, Land Deed Making Officers are required to adhere to the set regulations.

References:-

1. Muhammad A. Hukum Perusahaan Indonesia. Bandung: Citra Aditya Bakti; 2010.
2. FYZEE AAA. Pokok-Pokok Hukum Islam II. Jakarta: Tintamas; 1961.
3. Kansil CST. Pengantar Ilmu Hukum dan Tata Hukum Indonesia. Jakarta: Balai Pustaka; 2002.
4. Siddik A. Hukum Waris Islam. Jakarta: Widjaya; 1984.
5. Salim HS. Teknik Pembuatan Akta: Pejabat Pembuat Akta Tanah (PPAT). Jakarta: Rajawali Press; 2016.
6. Soemitro RH. Metodologi Penelitian Hukum dan Jurimetri. Jakarta: Ghalia Indonesia; 1998.
7. Subekti R. Kitab Undang-Undang Hukum Perdata. Jakarta: PT. Pradnya Paramitha; 1996.
8. Subekti R. Pokok-Pokok Dari Hukum Perdata. Bandung: Intermassa; 1975.
9. Peraturan Pemerintah No. 24 Tahun 2016. Indonesia: LN.2016/NO.120, TLN NO.5893, LL SETNEG: 14 HLM; Jun 26, 2016.
10. Peraturan Pemerintah No. 24 Tahun 1997. Indonesia: LN. 1977/ No. 29, LL Setkab : 8 HLM; Apr 1, 1997.
11. Sembiring R. Hukum keluarga: Harta-Harta Benda Dalam Perkawinan. Jakarta: PT Raja Grafindo Persada; 2016.
12. Rahardhian F, Wahyu Handayani S, Lisiani T, Budiono. Implementation of Code of Ethics Sanctions Against Notaries Who Have Committed Criminal Acts Within The Scope of Their Duties. International Journal of Advanced Research. 2024 Jun 30;12(06):138–44.
13. Perangin E. Mencegah Sengketa Tanah. Jakarta: Rajawali; 1990.
14. Kelsen H. General Theory Of Law and State, Teori Umum Hukum dan Negara, Dasar-Dasar Ilmu Hukum Normatif Sebagai Ilmu Hukum Deskriptif Empirik. Terjemahan: Somardi. Jakarta: BEE Media Indonesia; 2007.
15. Kelsen H. Teori Hukum Murni. Terjemahan: Mutaqien, R. Bandung: Nuansa dan Nusamedia; 2006.