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RESEARCH ARTICLE

THE VALIDITY OF WILLS WHICH VIOLATE THE LEGITIME PORTIE TOWARDS THE POSITION OF CHILD OUT OF MARRIAGE BASED ON THE INDONESIAN CIVIL LAWS

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Abstract

This study aims to analyze the validity of wills that violate absolute rights (legitimate portion) based on the Indonesian Civil Code and its legal consequences for the position of illegitimate children based on the Supreme Court Decision Number: 886 PK/Pdt/2018. In making a will, you must pay attention to the conditions regulated by law so that the will is valid. Article 913 of the Civil Code stipulates that a will may not violate the legitime portion of the heir. The study results show that the will violates the deed Legitime Portie, formally legal. Suppose it fulfills the provisions of Article 1868 of the Civil Code and Article 16 paragraph (1) letters i, j, k, and Article 38 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public (UUJN). Materially, the willing deed that violates the legitime portie should be invalid or canceled. The right of legitimacy must be demanded by the legitimacy, as stipulated in Article 834 of the Civil Code. As long as the legitimacy does not sue, the will that violates the legitimacy remains valid and valid. Based on the court decision, the legal consequences of the violating will deed honest portie to the position of children out of wedlock, namely children out of wedlock who are recognized as heirs who are entitled to receive a legitime portie. The judge decides that the will is valid, and in its implementation, it is reduced by $\frac{1}{3}$ part legitime portie of children out of wedlock.

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Introduction:-

Death is one of the most important events that every living human will experience. This death event is a legal event that will cause legal consequences for the surviving family related to everything left behind by the person who died. Everything left by a dead person is declared as a legacy or inheritance, be it assets or receivables.

This event of death is a cause of inheritance. Inheritance relations, namely the transfer of rights and obligations of the heir to the heirs, the object of inheritance, namely the inheritance of the deceased. All of this is governed by inheritance law. If formulated, "Inheritance Law is all legal arrangements governing the transfer of inheritance from an heir due to death to an heir or a designated person." [1].

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The inheritance law only applies when these three elements have been fulfilled, namely the death of a person called an heir, assets left behind are called inheritance, and people still alive when the heir dies are called heirs. Article 830 of the Civil Code, which here in after will be referred to as the Civil Code, states that inheritance only occurs due to death. In the Civil Code, there are two types of inheritance, namely:

Inheritance based on *ab intestato*, namely inheritance according to law; and Inheritance based on *ab intestato*, a person is said to have the right to become an heir determined by the Civil Code where there is a blood relationship and marital relationship with the heir. Even children out of wedlock (*natuurlijke erkende kinderen*) who are recognized as heirs. Article 280 of the Indonesian Civil Code states that by admitting a child out of wedlock, a civil relationship arises between the child and his father or mother. Recognition of children out of wedlock or in civil law is called Recognized and must be with an authentic deed drawn up by a notary.

Ad testamento inheritance, namely inheritance based on a will. Inheritance by will (testament) is the will of the heir as the owner of his property, has the right to control, manage or even give his property to whomever he wants to become the heir in the future. Based on Article 931 of the Civil Code, determine; "A testament may only be declared, either using a written deed alone or holographically, either by a general deed, whether by secret or closed deed." The will must be stated in a written deed based on the article. A will made by need authentic is a deed drawn up by a notary. A notary is a public official authorized to do authentic deeds as stated in Article 1 number 1 of Law Number 2 of 2014 concerning the position of a notary. The will should be made by a Notary, where this will is named Public will. Will made by a notary is the most widely used and is also the best because the notary can oversee the will's contents and provide advice so that the contents of the testament do not conflict with the law [2].

The freedom of will granted by the Civil Code to the testator is limited by the terms of the will and the prohibitions regulated in the Civil Code. One of them, A will, is prohibited from containing a provision that results in a legitimate portion (the total share of the heirs) becoming less than it should be (articles 913-924 of the Civil Code). However, in practice, many Notaries continue to make wills by violating the provision's legitimate portion because the will is the will of the will-maker.

Based on the Judgment of the Supreme Court of the Republic of Indonesia Number: 699 K/Pdt/2005, dated June 26, 2008, the rule of law states: "A testament that violates the Legitimate Portion is null and void, so it has no legal force." Guided by the Jurisprudence of the Supreme Court of the Republic of Indonesia, in making a Will deed, it is not permissible to violate absolute rights (Legitimate Portion) of the Heirs between one and the other, so that when it is violated, it is automatically void by law.

Not everything about the will violates legitimate Portion by the Judge declared null and void. One example of a problem related to a will whose contents violate the Legitimate Portion is a case that occurs in a court decision with permanent legal force (in force) contained in the Supreme Court Decision Number: 886 PK/Pdt/2018. This case began when the Plaintiff, Mrs. Stevani Jeniyanti Budiman as the executor of the will, carried out the contents of the will based on the Wills Deed No. 42 made by the testator, namely Alm. Dr. Philipus Prawiradirdja, dated June 15, 2011, made before Notary Alang., which will be addressed to the KARMEL INDONESIA ORDER with the contents of the will appointing the only heir who has the right to inherit all of the heir's assets. In the Decision of the District Court Number 474/Pdt.G/2012/PN Jkt. The contents of the Deed of Will can carry out Sel, the Deed of Will No.42. Whereas the High Court Decision Number 130/PDT/2014/PT.DKI, Deed of Will No.42 can be implemented after deducting $\frac{1}{3}$ of the recognized illegitimate child. Supreme Court Decision Number 3111 K/Pdt./2015 rejected the petition for cassation in this case, Defendant I Drg. Maria Theresia B.Sp.ORT. Supreme Court Decision Number 886 PK/Pdt./2018 rejected the reason for the Review from the Petitioner for the Review Drg. Maria Theresia B.Sp.ORT. Thus, there are differences in the considerations used by judges between District Court Decisions and High Court Decisions.

Based on this case, The formulation of the problem, which is the subject of discussion, is first, how is the validity of a testamentary deed that violates the Legitimate Portion based on the Indonesian Civil Code? Secondly, what are the legal consequences of a testamentary deed that violates the Legitimate Portion on the inheritance status of children illegitimate in the Supreme Court Decision Number: 886 PK/Pdt/2018?

ResearchMethod:-

This research will be compiled using normative juridical analysis[3]. Namely, research focused on examining the application of rules or norms in positive law. The methods used in this study are the statutory, analytical, and conceptual approaches. The data needed to be used in this research is to use secondary data. Primary legal materials include the Civil Code, Law No. 2 of 2014, concerning Amendments to Law Number 30 of 2004 concerning the

Position of Notary. Then secondary legal materials include legal literature, research results in the field of law, scientific articles, law journals, and the internet. Researchers use library data collection methods to collect books, documents, rules and regulations, scientific papers, and other literature. Legal materials obtained will be analyzed qualitatively.

Results and Discussion:-

The Legitimacy of Wills That Violate Legitimate Portie Based on the Indonesian Civil Code

The term validity is a translation of the Dutch law "legitimate," which literally can be interpreted as "based on the law." In English, the term validity is called "legality," meaning "lawfulness according to the Law[4]. According to the Big Indonesian Dictionary (KBBI), the meaning of the word validity is the property of law[5]. Legitimacy can be concluded as something legal according to the rules of Law.

A will is regulated in Article 875 of the Civil Code, while what is meant by choice is a deed that contains a person's statement about what he wants to happen after he dies and which he can revoke again. It can be observed that there are elements that build a "statement of will," which can be categorized as a "will" as follows[6]:

1. In this case, the formal element regarding the fulfillment of normative provisions, the will, must be made in written form, namely in the form of a notarial deed.
2. Material elements, namely elements related to the contents or material of the will, in this case, the will must:
 - a. It is a statement of the wishes of the will-maker or testator. The birth of the legal relationship by the provisions of Article 876 paragraph (1) of the Civil Code is based on the following.
 - b. Common rights (sub general title), namely a will of inheritance (inheritance) as stated in Article 876 paragraph (2) of the Civil Code, which is based on Article 955 of the Civil Code, results in the appointed heirs (heirs to will) have rights "saisene" same as heirs from the intestate.
 - c. Pedestal special rights (particular subtitle), i.e., a testamentary grant (legacy) as stated in Article 876 paragraph (2) of the Civil Code juncto Article 957 of the Civil Code.
3. After the will is made and during his lifetime, the maker of choice can still revoke the will, either revoking it altogether or revoking it and renewing it with a new intention. Regarding the nature of the revocation of a will, it is closely related to the characteristics of choice as a unilateral legal action.
4. An agreement based on a will that creates a legal relationship between the maker of choice and the beneficiary is born after the will dies.

The sentence "a will as a deed," as in Article 875 of the Civil Code, indicates that a will must be in writing, so making it requires an official authorized to make a will, namely a notary. A notary is an authorized official, according to the provisions of the Law, to do an authentic deed that records what is requested to be included in it by the interested party, as stipulated in Article 15 paragraph 1 of the Notary Office Law (UUJN), which states as follows:

"The notary is authorized to do an authentic deed regarding all acts, agreements, and resolutions that are required by law and that are required by the interested party to be stated in the authentic deed, guarantee the certainty of the date of doing the deed, keep the deed, provide grosses, copies and quotes act, all of that as long as the making of those acts is not assigned or excluded to other officials or other people prescribed by law."

Based on Article 15, paragraph 1 of the Notary Office Law (UUJN), one of the authorities of a Notary is to make an authentic deed, namely a legal action in the form of a will. When a will is in the form of a notarial deed, it must fulfill the requirements for constructing an authentic act. So to assess the validity of a will, it must meet the legal needs both as an original deed and the legal needs as a will. As follows :

1. Terms are valid as an authentic deed must fulfill Article the 1868 Civil Code, which is a source for the authenticity of notarial deeds as well as the basis for the legality of the existence of notarial deeds, with the following conditions:
 - a. The act should be made by (door) or in front of (ten overstrain) a General Officer;
 - b. The act should be done in the form determined by Law;
 - c. The Public Official by or before whom the deed was done must have the authority to do the act.

In addition to fulfilling Article 1868 of the Civil Code, the civil Law must also fulfill the provisions of UUJN. Article 1, number 7 UUJN, determines that a notarial deed is an authentic deed made by or before a notary according to the form and procedure in UUJN. When a will is in the form of a notarial deed, it must fulfill the requirements for doing an authentic act. Provisions for an original deed for a Notary are regulated in Article 38, Article 39, and Article 40 UUJN, which includes the physical form of the act and the parties involved in the process of doing the deed itself.

2. Legal requirements as a will according to the Civil Code. The conditions for the will to be valid consist of formal requirements and material requirements regulated in the Civil Code:

a) Formal Terms

- a. The conditions related to the subject are regulated in the Articles:
 - Article 895 of the Civil Code stipulates that the maker of a will must be of sound mind;
 - Article 897 of the Civil Code determines the minimum age limit for testament makers, 18 years old
 - Article 930 of the Civil Code regulates the prohibition of making a will by two people who are mutually beneficial or for the benefit of a third party.
- b. The terms and conditions regarding the object are set out in the Articles.
 - Article 888 of the Civil Code Concerning the implementation of a will where the conditions must be understood and not contrary to decency.
 - Article 890 of the Civil Code regulates forged reasons in a will; if there is one, it must be considered unwritten, and if the testator knows about it, the choice is considered null and void.
 - Article 893 of the Civil Code regulates that a will made by force, deception, or trickery is void.

b) Material Terms

- a. Article 879 of the Civil Code regulates Fidei Commis.
- b. Article 885 of the Civil Code regulates that if the words in the will are clear enough, then in its implementation, it must stay consistent with the content and purpose of the choice.
- c. Article 904 of the Civil Code, Regulates the prohibition for children who have not reached the age of 18 or who have reached the age of 18 to grant a legacy for the benefit of the guardian or former guardian, except after the guardian has calculated his responsibility for his guardianship, except for a will for the use of blood relatives, in a straight line above, who is still his guardian or former guardian.
- d. Article 905 of the Civil Code prohibits minors from bequeathing something to their teacher, to a teacher who lives in the same house as them, except to repay the services by paying attention to the services that have been done and to the property of the donor.
- e. Article 906 of the Civil Code regulates the prohibition to grant - bequeath something to a healer or doctor who had served someone when he was ill until the end of his life.
- f. Article 907 of the Civil Code regulates the prohibition for notaries through whom a will has been made, and witnesses who have witnessed the making of choice are not allowed to enjoy or take advantage of the will.
- g. Article 911 of the Civil Code regulates that an inheritance provision is taken for the benefit of someone unable to inherit, null and void. Even though the stipulation was accepted for the name of an intermediary. The intermediaries here are the father and mother, the children, and the wife or husband of the incompetent person. So, wills are forbidden to incapable people even if given through intermediaries.
- h. Article 912 of the Civil Code, this article regulates the prohibition of certain people from taking advantage of a will, namely:
 - Those who have been punished for killing people who inherit;
 - Those who have embezzled destroyed and forged his will;
 - Those who, by force or violence, have prevented the bequeathing person from changing, or revoking a will, even if it was done by a wife or husband and their children[7].

In addition to the conditions mentioned above, the Civil Code also regulates prohibitions or restrictions on the contents of wills. These prohibitions relate to matters that cannot be contained or specified as contents in a choice which are divided into 2 (two) groups, namely general and specific prohibitions. In this case, the ban is specific. Namely, the prohibition on the contents of the will addressed certain parts of the heir (legitimate portion). The intention of the testator expressed in the choice may allow the content of the option to violate the rights that the heirs should accept. Although the testator is given the freedom to a will following his wishes, the Law also limits the choice by restricting the rights owned by the heirs, namely the right of total share legitimate portion. When the option does not violate the legitimate portion, it will not cause problems because the selection can be carried out according to the contents of choice. But it becomes a problem when the contents of the will violate the legitimate portion of her. Formally, portion legitimacy is regulated in Article 913 of the Civil Code, namely:

"The absolute or legitimate portion is a part of the inheritance that must be given to the heirs in a straight line according to the Law, on which position the deceased is not allowed to determine something, either as a gift between the living or as a testament. "

Based on the description regarding the legitimacy of the portion, it can be formulated that one of the characteristics of the legitimacy of the amount must be demanded by each of the legitimates before being required the legitimacy of the portion outside the union assets as a free part of the inheritance. According to Bachrudin, based on the formulation of the principles of portion legitimacy, a gift through a will that violates the legitimacy does not result in the decision being void because, for the legality of the broken portion, there is a right to sue from legitimates[8].

From the description above, the author formulates several conditions for the validity of a will deed, as follows:

1. The formal requirements for an authentic deed, the form of making a will, must follow what is specified in the Law, both the provisions of the Civil Code as a condition for an authentic deed Article 1868 of the Civil Code and the formal requirements regulated in the UUJN provisions, especially about wills deed, namely Article 16 paragraph (1) letters i, j, k and Article 38 UUJN.
2. Material requirements, as a will, the making of choice must be by what is regulated in the provisions of Article 874 to Article 1004 of the Civil Code.

Based on Philipus M Hadjon's theory of validity, the validity of the violating will legitimate portie are as follows:

1. Legitimacy in the aspect of authority, the notary has attribution authority, where the notary is given direct control by Law to do deeds, including making wills based on the provisions of Article 931 of the Civil Code and Article 15 of UUJN.
2. Legitimacy in procedural or formal aspects, violating wills legitimate portion out wardly made by a notary has the power to prove itself as an authentic deed. The deed is considered valid as long as the formal requirements are met in accordance with the procedures set out in the Law. The validity in the aspect of substance, the contents of the will that contain violations legitimate portion should not be legal because it violates the restrictions or prohibitions determined by the Civil Code.
3. The validity of the substance aspect, the contents of the will that violate the legitimacy of the portion, should be invalid because it violates prohibitions determined by the Civil Code. Article 913 of the Civil Code stipulates that it is an absolute part that must be given to the heirs. Therefore, the legal portion or legal portion of the heirs' rights may not be violated, reduced or eliminated through a will of inheritance. The word "may not be reduced" does not mean that the heir may not make a will over his property; according to Bachrudin, a property will give birth to the owner's authority to manage and carry out legal actions on said property, either by controlling it to maintain or caring for it or making decisions (beschikken). Either by selling, guaranteeing it, including granting it or making it an object of offering through a will.

Based on the description above, the willing deed violates the legitimate portion, legal as long as it formally fulfills the requirements as an authentic deed, both UUJN and will provision based on the Civil Code. Even though, in theory, the validity of the substance aspect, the will act violates the legitimate portion is invalid, recalling that the principle fair part only applies when there are demands from the para legitimate whose absolute rights are broken due to the existence of a will.

Legal Consequences of Violating Wills Legitime Portie Regarding the Position of Children Out of Wedlock in the Supreme Court Decision Number: 886 PK/PDT/2018

A will can be valid if it has complied with the provisions of the laws and regulations as stipulated in Article 874 to Article 1004. If the will does not comply with the provisions stipulated in the Civil Code, then the legal consequences are [9] :

1. The stipulation is void;
2. The stipulation can be canceled (Simple Destructibility);
3. The decision is legal, but the legitimacy has the right to claim personally to obtain compensation as provided in Article 920 Code of Civil law.

In the provisions of the civil law book Article 913, the will cannot be violated legitimate portion. Terms regarding legitimate portion for heirs are regulated in the provisions of Article 914, Article 915, and Article 916 of the Civil Code. The testator's will, which the Notary expresses in the form of a will, does not cover the possibility that the content of the will violates legitimate portie. As happened in the Decision of the Supreme Court of the Republic of Indonesia Number: 886 PK / Pdt / 2018, there is a Will Deed No. 42, dated 15 June 2011, made before Alang, SH. As a Notary in Jakarta. Based on the will's contents in this decision, it can be seen that this will contains the appointment of heirs (inheritance) where the testator appoints the sole heir of the INDONESIA CARMEL ORDER, who is entitled to inherit the entire estate, both in the form of movable and immovable property. Stevani as the executor of the will (Plaintiff), filed a lawsuit against Maria as an illegitimate child (Defendant I) because the presence of Maria hindered the execution of the will as an acknowledged illegitimate child. Because the will made by the late Philipus is a general will deed that is made before a Notary, the provisions set by law for the procedure for making a general will must be met, otherwise the will lose its authentic nature and may lose its legal force so that the will is invalid and void.

According to Prof. Subekti, S.H., a national civil law expert, legitime portie is the heirs in the slash line and cannot be eliminated by the person leaving the inheritance [10]. In this case, there is a recognized child out of wedlock. Children out of wedlock who can inherit are recognized by the parents who acknowledge them. Recognition of children out of wedlock or in civil law BW is called recognized, must be with an authentic deed drawn up by a Notary.

Deed Recognized, a form of a statement of acknowledgment, for children out of wedlock brings legal consequences which then have civil relations with the father and mother. [11]

The position of children out of wedlock in inheritance can be seen from whether there is recognition for the child out of wedlock. As regulated in Article 863 of the Civil Code, an illegitimate child who is recognized gets $\frac{1}{3}$ (one-third) of the portion that should be if he is a legitimate child. The share of children out of wedlock is also limited by the Civil Code Article 908 of the Civil Code, which reads; "the prohibition against giving a will to a child out of wedlock beyond what has been regulated in Article 863 of the Civil Code regarding the portion of a child out of wedlock that has been recognized.

Article 832 of the Civil Code states that children out of wedlock have the right to become heirs. When these rights are not fulfilled, the heirs have the right to fight for their rights by filing a lawsuit to obtain these inheritance rights, known as hereditary petitio (Article 834 of the Civil Code).

The magnitude Legit Portie children out of wedlock is regulated in Article 916 Code of Civil law, namely, "always" $\frac{1}{2}$ x which "was" received by each as heir from the intestate. Following are the conditions for a child out of wedlock entitled to Portion Legitimacy:

1. must be the heir from the intestate; and
2. there must be legal recognition by the heir.

Based on the Decision Supreme Court Number: 886 PK/PDT/2018, there is a difference in the judge's decision regarding the position of inheriting a child out of wedlock about the existence of a violating will legitimate portion. As for the differences between the judge's considerations and decisions between the District Court Decision Number 474/Pdt.G/2012/PN Jkt. Sel and the High Court Decision Number 130/PDT/2014/PT.DKI. as follows :

	District Court Decision Number 474/Pdt.G/2012/PN Jkt.Sel	High Court Decision Number 130/PDT/2014/PT.DKI.
Judge's Decision	<ol style="list-style-type: none"> 1. Stating that Defendant I have conducted an unlawful act; 2. Ordering the Plaintiff to act as the executor of the will base on Will Act No. 42; 3. Declare the Inheritance Statement dated 14 February 2012, number: 41/War/Ket.Waris/HKM/2012/PN.Jkt.S el. has no legal force; 	<ol style="list-style-type: none"> 1. Ordered the Plaintiff to carry out as executor of the will be based on the Deed of Will No. 42 after deducting the absolute part of $\frac{1}{3}$ part; 2. Declare the Inheritance Statement dated 14 February 2012, number: 41/War/Ket.Waris/HKM/2012/PN.Jkt.S el. has no legal force;
Judge's Consideration	<ol style="list-style-type: none"> 1. The Inheritance Statement made by Defendant I violated procedures or was not by the correct rules made by himself and has been numbered by the South Jakarta District Court with No. 41/War/Ket.Waris/HKM/2012 PN. JKT. Sel. As is the procedure for indigenous Indonesian citizens. Supposedly for Indonesian citizens of the Chinese group, a statement of inheritance that applies a notarized inheritance statement; 2. Defendant I's legal actions can qualify Article 838, paragraph 4 of the Civil Code, where a person loses his heirs; 3. Based on all the considerations, the plaintiff can prove to be one of the will's executors. 	<ol style="list-style-type: none"> 1. Maria is domiciled as an heir and, according to law, is entitled to an absolute share (Legitimate Portion); 2. The stormy relationship between Philipus and Maria does not eliminate the defendant as an heir; 3. The deed of will remain valid but must be deducted by Defendant I is absolute share as heir; 4. Defendant, I am making a statement of inheritance because they were carried out to acquire assets that were felt to be his rights, then Defendant I's actions were not illegal.
conclusion	As a result of impropriety in the calculation	Judge did not qualify a child out of wedlock

	<p>of legitime portie, namely not being considered as heirs according to the decision, the judge qualified an illegitimate child as inappropriate to inherit so that the judge did not take into account the legal portion that was violated due to a will.</p>	<p>(Defendant I) to take legal action and should not inherit, so it is necessary to consider the legitime portie of a child out of wedlock (Maria).</p>
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By the legal principle of portion legitimacy, if an heir is inappropriate (unworthy) or rejects the inheritance, the person concerned is deemed to have never been an heir (Article 1058 of the Civil Code). If the heir concerned is legitimate, then all at once legitimacy loses the right to the legitimacy of the portion of the inheritance. Based on doctrine. Legitimacy improperly or refuses the inheritance, although the consequences are legitimate, not being considered as heirs. However, calculating the legitimacy of the portion does not affect or change the fractional legitimacy of the portion. This doctrine contradicts the legal principles contained in Article 1058 of the Civil Code. In this case, Bachrudin argues that even though heirs who are inappropriate or refuse inheritance are not considered heirs, they are based on the portion legitimacy Calculation System Used in Indonesia, namely the Roman System or Civil Code, for [12] :

1. Because the legal consequence of inappropriateness or refusal of inheritance is that the heir concerned is deemed not as an heir, the matter of "losing" status as an heir is understood as a definition in the general scope, which includes all heirs, not just heirs who are legitimated only, but also what do not legitimate;
2. Because only the "independent part" or "absolute part" of legitimacy those who do not deserve or refuse inheritance that moves to the "free part," which means adding to the "free part" of the inheritance of other heirs in general;
3. Meanwhile, the legitimacy portion of the portion remains unchanged, the reason being that the legitimacy portion is individual, including the decision to refuse inheritance or inappropriateness as an heir is also a matter that concerns the individual. Legitimacy, so for legitimacy, it is natural that the "absolute part" does not add to the "absolute part" legitimacy other. In other words, do not make legitimate others benefit from the impropriety or refusal. Since he is no longer an heir, it is only natural that his "absolute part," which is an "independent part," is no longer bound by legitimacy concerned returns to the "free part" of the inheritance. Regarding fractional legitimacy, the portion that does not change is reasonable because the rule of law cannot be overridden by the interests of the legitimate individual who does not deserve or refuse the inheritance.

If it is related to the District Court Decision judge's decision, the illegitimate child who is qualified does not deserve to inherit, so he loses his rights simultaneously. Therefore, in the District Court's decision, the Judge did not give a share for illegitimate children. Instead, he legalized the above will to be carried out by the executor of the will by the contents of the will made by the testator.

A death certificate and embezzlement of a will are two different things. However, in their decision, the Judge qualified it as Article 838 paragraph 4 because the article stated: "People who have embezzled, tampered with, or falsified the will of the testator." This article clearly shows that a will is not a death certificate.

The stormy relationship between the testator and Defendant I must be examined whether the disharmonious relationship is limited to the relationship between the child and the father who are arguing about something normal in family relationships, such as disputes due to different opinions. Alternatively, more than that, for example, trying to kill, commit violence, and abuse. If this harmonious relationship is more than just a debate, it can only be qualified as not worthy of inheritance. A decision regarding a criminal act must strengthen even that. Suppose the disharmony here is only limited to differences of opinion, then in the author's opinion. In that case, the qualification as inappropriate to inherit is inappropriate because, with these considerations, the child out of wedlock who should have received a total share is erased. After all, it is inappropriate to inherit.

The District Court's decision with High Court Number 130/PDT/2014/PT.DKI has different considerations from the district court's decision; here, the Judge applies a legitimate portion, as it is known that the legitimate rights portion must be requested. Maria got a total share right because she is the heir; the Judge did not cancel her will but ordered that the implementation of the will be reduced by 1/3 part. When associated with article According to Article 920 of the Civil Code:

"To all gifts or grants, both between those who are still alive, as well as by wills resulting in an absolute lack of part (Legitimate Portion) in inheritance, a reduction can be made later when the inheritance falls vacant, but only at the request of the absolute heirs or their successors."

The Judge decided on this provision. The Judge previously decided the Judge's consideration regarding inappropriate qualifications; now, the Judge views that this does not affect the implementation of the contents of the will, so in his decision, he legalizes the will.

Based on the description above, the writer can conclude that a testamentary deed made before a notary will only have legal consequences if the legitimacy demands the right. Whether or not the Judge is valid or not, is the Judge, both in terms of the validity of the deed itself as stipulated in the UUJN relating to the formal aspect of doing an authentic deed if a legal defect is found and not by what is stipulated in the UUJN, the willing deed will be degraded into an underhanded deed and from the legal requirements for making the Civil Code regulates it as private deeds, there are also material conditions which if not fulfilled by law are indeed null and void. However, if the legitimacy of this portion is concerned, the cancellation can be requested. This legitimate portion is also a limitation in a will that cannot be violated but must be prosecuted as long as there is no claim against the legitimate portion, the willing deed is valid, and can be executed by the contents of the will;

At the District Court, due to inappropriate inheritance of calculations legitimate portion that is, not considered as an heir, according to the decision, the Judge qualifies children out of wedlock as inappropriate to inherit, so the Judge does not take them into account legitimate portion which is violated due to the existence of a will. Whereas in the High Court Decision, the Judge did not qualify the illegitimate child (Defendant I) as committing a legal act because it is considered that the heir has the right to fight for the rights of his heirs and did not qualify as unfit to inherit, so the position of the illegitimate child needs to be taken into account regarding legitimate portion her.

Based on the court decision, the legal consequences of the violating will deed honest portion for children out of wedlock, namely children out of wedlock who are recognized as heirs and, according to the law, are entitled to a total share (legitimate portion), so that in the execution of the will even if the content violates legitimate portion children out of wedlock, the Judge legalized the deed with a reduction of $\frac{1}{3}$ the part for legitimate portion children out of wedlock. By Article 863 of the Civil Code. The legal consequence is that a child out of wedlock who is recognized still has the position to inherit the bequest's property so that he has the right to receive a legitimate portion. In conclusion, the position of children out of wedlock, in this case, is getting legitimate portion, and the disharmonious relationship between father and child cannot be the basis for a child out of wedlock losing their inheritance rights as long as the disharmonious relationship does not include the inappropriate qualifications of inheriting Article 838 of the Civil Code, such as trying to commit murder and crime.

Conclusion:-

The Legitimacy of Violating Wills Legit Portie

Formally, the deed is considered valid as long as the formal requirements are met by the procedures set out in the law. (Principle of valid presumption). (Article 1868 of the Civil Code and Article 16 paragraph (1) letters I, j, k, and Article 38 UUJN).

Materially or substantially, the deed of the will should not be valid because it violates the restrictions in the contents of the will. However, the principle of legitimacy of this portion is only violated if it is legitimate, that is, those who have the right to demand rights legitimate portion, as long as it is not required that the will is valid and valid. The right to sue is regulated in Article 834 of the Civil Code. Formally violating will legitimate portion legal, whereas, in substance, it should not be legal.

Legal Consequences of Violating Wills Legit Portie Regarding the Position of Children Out of Wedlock in the Supreme Court Decision Number: 886 PK/PDT/2018

Based on the court decision, the legal consequences of the violating will deed honest portion for children out of wedlock, namely children out of wedlock who are recognized as heirs and, according to the law, are entitled to a total share (legitimate portion)so that in the execution of the will even if the content violates legitimate portion children out of wedlock, the judge legalized the deed with a reduction of $\frac{1}{3}$ the part for legitimate portion children out of wedlock, following Article 863 of the Civil Code. The legal consequence is that a child out of wedlock who is recognized still has the position to inherit the bequest's property so that he has the right to receive it in its legitimate portion.

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