

The Consequences of the Law on the Act That Infringes the Procedure Made By Camat as a Temporary Land Deed Official

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Abstract : The creation of transitional rights to the land by Camat as PPAT, while almost involving all village devices to serve the community in the area that still lacks PPAT and support the implementation of land registration in its observation. But in the implementation there is a problem due to lack of science of Camat as PPAT while causing the deed made by the Camat as PPAT while often not in accordance with the procedures of making the deed even conduct irregularities Conditions in the making of the deed. Therefore, it is necessary to further research on the consequences of the law on the deed that infringes the ordinance made by Camat as temporary PPAT. This research uses the type of empirical legal research or field research. Therefore, the results of research analysis obtained that is due to the law of deed that violated the procedure of making a deed issued by the head as PPAT while is the deed changed the power of its evidence to act under the hands of not Comply with the requirements set by law and/or other regulations. Recommended for the Kanwil of BPN the province provides education and Pelatihan continuously to the newly appointed Camat and sworn in the pledge to be temporary PPAT, so that in carrying out its duties and obligations can be directed, orderly and accordance with applicable legislation.

Keywords: Due to legal, Deed, Unlawful, Provisional land Deed official.

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I. INTRODUCTION

Government Regulation (hereinafter referred to as PP) Number 10 year 1961 concerning land registration (no longer valid) by certified PP Number 24 year 1997 on land registration, buy and sell done by the parties in the presence of Land deed Office (hereinafter called PPAT), which is responsible for making his actors. Based on REGULATION No. 24 of 1997, the transition of land and objects on it is done by PPAT deed. The transferring of land from the owner to the receiver accompanied by a juridical provision, is a submission that must meet the formality of the law, covering the fulfillment of the terms, conducted through the prescribed ordinances, using documents, made by/in the presence of PPAT (Muhammad, 1994: 55). Pursuant to article 1 number 24 of PP No. 24 year 1997, that the Land Deed Office as a general officer is given the authority to form certain deeds as stipulated in the relevant legislation, namely the deed of transfer and loading of rights on land and property rights in the units of the House and the Authorization Act to impose the rights of liability. While the office is a person appointed by the competent authorities with the task of serving the general public in the field or activities of certain land.

General provisions on the Department of PPAT are more specific, complete, and detailed in PP No. 24 year 2016 on amendment of PP No. 37 year 1998 on regulation of the Department of Land Deed official (hereinafter called PJPPAT). Confirmed PP No. 24 of 2016 on June 27, 2016 which is a follow-up of PP No. 24 year 1997 on land registration, making PPAT position as the only authorized official to make transitional rights to the land, unless the auction deed is made by the auction official. Therefore, order in the making of the transition of land rights deed is expected and not separated from the existence of PPAT. PPAT is regulated in article 1 PP No. 24/2016. Known PPAT is notary/PPAT, temporary PPAT, special PPAT (the designated BPN officer).

Land Deed Official office as an official limited only in the field of implementation of some land registration activities is the appointment must fulfill the provisions as stipulated in article 6 PP No. 24/2016, except for temporary PPAT (hereinafter referred to as PPATS), without going through special exams and education, but because the position as a Camat or village head can be appointed as PPAT in an area that has not had enough PPAT or serve a certain community. Pursuant To article 5 paragraph (3) PP No. 37/1998 on PJPPAT determined to serve the community in the manufacture of PPAT deed in an area that has not enough

PPAT or to serve the specific community, the Minister may appoint the officials below as a temporary PPAT or special PPAT which is the Camat or head of the village to serve the creation of the deed in the area that there is not enough PPAT, as a temporary PPAT.

In Bahasa Indonesia dictionary, the sense of Camat is the clerk of the subdistrict (Nasional, 2002: 189). Camat is the leader and coordinator of government administration in the Sub-district working area in the implementation of its duties to obtain a delegation of government authority from the Regent/mayor to deal with some of the regional autonomy, and perform the general task of government. Sub-district is a regional device or city area led by a village appointed by the Regent or mayor on the proposal of regional Secretary of the District or city of the qualified civil servants. Camat received a partial delegation of government authorities from the regent or mayor. District as the working area of Camat was formed by local regulation, Camat was responsible to the regent or mayor (Abdullah, 2002: 89).

Excess of Camat as PPAT while the Camat is closer to the village device and Camat almost involve all village devices to serve the community in the making of deed in the area that there is not enough PPAT and help the implementation of the registration Land in his observation. In addition to this, people know that Camat other than as PPAT while also as head of government at the sub-district level, so the function and position is still needed by the community. Although currently there are many PPAT from notary, but PPAT while still considered still very necessary in the process of registration of land. Where is Camat as PPAT while its position is very strategic because of PPAT while very controlling the territory and understand the character of the community, but in practice still have to pay attention to the prevailing laws and regulations.

Pursuant to article 1320 of civil law for the validity of an agreement must qualify as follows:

- a. Agree to those who bind themselves,
- b. The proficiency to make an alliance,
- c. A certain matter,
- d. A lawful cause.

Under the law of the Agreement, if the subjective element is not fulfilled it will contain the legal consequences of a revocable agreement that is requested by the interested party. This agreement is held to be valid throughout any claim and shall be declared void by a party. While the result of unfulfilled objective element is the agreement null and void, void by itself even if not requested by the parties, legally this agreement never occurs or does not bind anyone then the whole purpose has been Was promised to fall (Wijaya, 2003: 161).

In fact there are still problems arising in the creation of the transitional Deed of land made by Camat as a land deed official (PPAT) while caused by errors in execution and lack of mastery About the prevailing laws and regulations, such as in practice the deed made by the Camat as PPAT while often not in accordance with the procedure of making the deed as prescribed. In addition to the creation of the deed, the Camats (PPATS) commit deviations to formil terms, such as Camat (PPATS) do not read the contents of the deed in detail, the signing was not conducted at the same time before the Camat (PPATS). This resulted in a loss for either party (Sunggono, 2003: 43).

Regarding the issue is found in Aceh Besar district where the deed made by Camat (PPATS) which is not in accordance with the procedure of making deed and which does the deviation to the formyl requirement namely Camat (PPATS) in Montasik Sub-district, Camat (PPATS) in the district of Baitussalam, Camat (PPATS) in Simpang Tiga Sub-district.

This research uses empirical (juridical) legal research methods, i.e. research used to analyse the law that is seen as a patterned community attitude in people's lives that are always interacting and related In community aspects. Empirical research is conducted by collecting a variety of literature research data and field research. The data used is secondary data and primary data. Regarding the techniques applied in data processing is through an interview technique (field research) which is a way of collecting data or information obtained directly through interviews or direct and open talks in the form of questions To respondents and informant. The primary data obtained through interviews is processed in a qualitative descriptive to answer the problem in the research, the data that has been obtained is selected, classified and compiled according to the discussion group, and then conducted Discussion by comparing data to theories or terms.

II. LITERATURE REVIEW

A. Validity of the act of Camat as temporary land deed official

In conducting the department as PPAT has been legally authorized to create an authentic deed which is a deed made to prove the existence of certain legal acts that resulted in the transfer of rights to land and Building. Without authentic deed, the acquisition of rights has not been recognised and the rights to the land and buildings remain on the other party. In order to protect the rights, the authentic deed obtained at the time of the

transition is a strong proof tool stating the legal act of the Transitional rights to the land and building referred to the parties That the rights have been declared.

PPAT Act is an authentic deed as affirmed in article 1 paragraph (1) and article 3 paragraph (1) of government Regulation No. 37 year 1998 on regulation of land deed maker office. As an authentic deed, the PPAT deed applies provisions that contain the terms and procedures of making an authentic deed. The form of an authentic deed is determined by law while the officer can make it unavoidable so that the same weight must also be determined by law or legislation at the same level as the law. In order to be a deed made by the Camat as temporary PPAT (Budiono, 2007: 59). Has a juridical value that has a perfect proof of strength, then the deed must meet 3 conditions:

1. The subject matter is that the parties who do legal acts are authorities or not.
2. The condition of object i.e. land that is used as object of transition rights to the land must be legally valid (not in dispute, not in debt guarantee etc.)
3. The formal juridical term is the general official who makes the transitional deed an authorized officer, attended by 2 adult witnesses who have been approved heirs (in terms of grants) and the PPAT deed is an authentic deed that has a special standard stipulated by statutory regulations.

The procedure of the issuance of PPAT deed as an authentic deed is very decisive, because if the interested parties can prove the existence of defects in its form due to errors or discrepancies in the procedure of making it will result in of the deed.

B. Forms of deed that violate the procedure and the cause factor

Forms of the creation of the act as PPAT while not in accordance with the procedures found in the field, among others:

1. The signing of the sale and purchase act by the seller and the buyer is not carried out in the same time in the presence of the temporary TAX as PPAT.

This kind of buying and selling process can happen for a variety of reasons. The main reason is because of the bustle of the parties so that the parties cannot come to the office of the Camat as a temporary PPAT at the same time to conduct the signing of the deed. According to Article 101 regulation of the Minister of Agrarian state/head of national Land Agency No. 3 year 1997 about the implementation of government Regulation Number 24 year 1997 concerning land registration, the signing of the deed must be done by the parties (sellers and buyers) in the presence of the public as PPAT temporary.

After the agreement to buy and sell between the seller and the buyer and all the necessary documents to carry out the agreement has been handed over to the Camat as a temporary PPAT., then determine the time of making a buy and sell deed in the presence of As PPAT temporarily. At the specified time one of the parties apparently could not come to the office of the Camat as PPAT temporarily for a reason. Then the head as PPAT while reading the deed he has made to the party that has come. After knowing and understanding about the intent and content of the deed, the party has come to the office of the Camat as PPAT while signing the deed first. After that, some time later the other party came to sign the deed, after Camat as PPAT while reciting the deed again to the party.

The creation of this PPAT deed resulted in the signing of the deed by the parties and when the inauguration of the deed became different. Four respondents made the PPAT deed with construction like this.

2. The signing of sale and purchase deed by the parties is not in front of the Camat as the Land Deed official (PPAT) while signing the deed of sale and purchase.

After a signatory process that is not done in front of the Camat as temporary PPAT. Often in the process of signing, for parties who are absent, the deed will be deposited to Keuchik. As known, Keuchik in the deed only has authority as a witness, not the power of either party to be assigned a deed to be signed by either party. Such circumstances will be indicative of the occurrence of problems later on. Only four of the respondents did the deed by means of this kind of deposit. The respondent as PPAT who received the Certificate of deed.

In addition to the forms of deed that do not comply with the procedure of making the deed, the following will be displayed factors that make the process of making the deed not in accordance with the procedures, among others:

- a. There is a very high sense of mutual trust as PPAT while against Keuchik where the land that is the object of making the deed is located. This raises confidence among them that the deeds they do will be safe and there will be no problems in the later days that can complicate them.
- b. Factors of time and bustle of the parties so as to cause a camat as PPAT while adjusting to the time and busyness of the parties. Such circumstances are seen in the construction of sale and purchase in which case the signing of the sale and purchase act is not in the presence of the parties and not simultaneously. The

deed of Sale is signed first by one party and after that one of the other party signed the deed of sale and purchase.

- c. Relationship factors and friendship can also be a reason for the social as the temporary PPAT to conduct a deed that is not in accordance with the procedure of making PPAT deed. It is done by Camat as temporary PPAT. To maintain a good relationship with the relationship or friend.

III. THE LEGAL ANALYSIS OF THE ACT THAT INFRINGED THE PROCEDURE ISSUED BY CAMAT AS A TEMPORARY LAND DEED OFFICIAL

In the discussion of this study, it will be explained in advance about the role and obligations of Camat as temporary PPAT. From the research on the field according to Fery Irwanda, the role or obligation of a head office as the Land Deed official (PPAT) while is equal and aligned with the role or obligation of the official Land Deed Officer (PPAT) notary. This means that in carrying out the position, Camat as PPAT while must be equally qualified and adhered to the government Regulation No. 37 year 1998 on regulation of land deed making office, the difference is only in the standard Operational procedure (SOP) in which the Camat after applying to the National Land Agency (BPN) then the application is approved and the appointment of Camat as temporary PPAT. Then the Camat only got a supply for approximately 3 days held by the party of National Land Agency (BPN). This is what makes an indication of the occurrence of legal defects due to lack of social sciences in the land related to the creation of the deed (Irwanda, 2019).

According to Fery Irwanda, the National Land Agency (BPN) is a partner for Camat as a land deed official (PPAT) office. It should be in its authority as a Land deed office (PPAT) while often doing consultation with the National Land Agency (BPN) but in the implementation of the Camat as Land Deed Official (PPAT) Meanwhile, rarely do consultation either when there is a problem or not to the National Land Agency (BPN) (Irwanda, 2019). This is the reason for the deed of legal defect made by the Camat as a Land Deed Officer (PPAT) temporary.

According to the National Land Agency (BPN), one of the mistakes of Camat as land Deed Official (PPAT) is a procedure that should be done in the creation of the deed was not done by the head as the Land deed official (PPAT) temporary due to lack of social sciences. For example, a deed is usually born because there is a basic (right mat), such as a statement letter of physical mastery and Faraidh letter Gampong. The frequent second is not listed and attached by Camat as temporary PPAT. In addition to the land sale and purchase deed, extensive by explaining the limits are not listed, the calculation of the area also uses meters.

National Defense Agency also mentions if there is a *kekuranagn* in the writing of the deed then the deed does not immediately cancel but can be done repair (*renvoi*) with additions. In addition, there came an indication of problems in the future between the parties because when the addition by the Camat as PPAT while in the deed, one party not involved or did not know. For example after the deed of sale and purchase of land was completed by Camat as PPAT while by listing the land area of 300 meters, where 1 meter is calculated with the price of Rp. 500,000.00 (Five hundred thousand Rupiah). The buyer of the land wanted to increase the deed of land purchase to land certificate, then the measurement was taken back by the National Land Agency (BPN) and obtained that the land area is 350 meters. As a result of this error, a *Renvoy* with additions but the seller of the land was not involved. As known by the seller of the land is a party that is harmed because it has land rights of 50 meters. The National Land Agency (BPN) does not hold wide in measurements but adheres to the limit. If a boundary has been deviated, there will be an error in the area (Irwanda, 2019).

Thus, it can be concluded, if there is a deficiency in the process of making a deed that is not in accordance with the Ordinance then it will result in the law that the deed changed the power of the Evidence to act under hand because it did not fulfill The requirements specified by the law and/or other regulations and required responsibilities of temporary PPAT cams.

Talking about the problem of Camat task as PPAT while against the wrong deed in the making process. Based on research in the field, Camat wanted Jaya represented by the Secretary of the Camat mentions if there is a wrong deed in the process, then the deed will be repaired in the wrong place will be made by the officers by the Camat and Stamp. Secretary of the Camat wanted to mention the other form of responsibility held by the Camat want to Jaya as PPAT while is if the deed has been completed, then the problem occurs between the seller and the buyer then will be ordered Mukim and Keuchik where the land is to go down to the field to see the status of the land and its position and to minimize the occurrence of errors in the deed, for now in the application of the certificate of deed has required to Attach a Google map photo of the land that is the object of deed creation (Darmawan, 2019).

The same statement is also expressed by Camat Montasik, Camat Baitussalam, Camat Simpang Tiga and the Darul Imarah, if there is a deed that is making process, then the deed will be corrected (*renvoi*) (Eka Nadia Wati, 2019). This error in data input and typing occurs because of lack of supervision by the Camat as temporary PPAT. Based on research in field, the process of making the deed was done by the officers of the Camat who acted only through experience and has not been given a special education about PPAT. The

Department of Camat as PPAT is considered as additional work, so the system of governance and service management runs in place and there is no effort to change the standard of service. In addition, the Office of Camat is not fixed, if required by the local government will be replaced with new officials or other sub-district mutations that resulted in service to the community in the transition of land rights in less walking.

The different statements are expressed by Camat Darussalam and Camat Jantho, the two currently mentioned as long as they have not had the wrong deed in the making process. In the process of data input and typing is always in the process of monitoring them so that the appearance of the wrong deed in the manufacturing process can be minimized. Jantho's head mentioned that the deed could not easily be cancelled immediately so that in the process of manufacturing should be a strict supervision. Camat Darussalam mentions if there is a deed wrong in the process of making, then the way to be able to cancel the deed is by way of example A as A seller to sell the land to B as a buyer and issued a deed on sale and purchase Then B re-sell to A, issued the deed also for this second sale and the deed also that cancelled the first sale of buy (Azmi, 2019).

Furthermore, if a deed has been completed by a Camat as PPAT while and later raises problems until the court stage then based on the results of interviews with ten of the respondents, they Mention that it is the personal responsibility of the person who issued the deed even though it has been mutated to another working area or no longer served as a temporary PPAT. The obligation of a person in addition to serving as head of territory, as well as PPAT temporary if has proposed an application to the National Land Agency office and has been appointed as temporary PPAT. Because it is the petition and the will of my own. These two obligations cannot be avoided or released by a Camat. Jabatab as an Pengayom among Praja and community extension, Camat must understand and implement the provisions of the prevailing legislation and regulations.

As PPAT, while being obliged to improve the science of the special land in the process of making the deed to better guarantee the legal certainty of the deed that is not to be issued. With the guaranteed legal certainty of a deed issued by a Camat as PPAT while not going to place a result of the deed law changed the power of the evidence to be a deed under the hands of not meeting the requirements determined by Laws and/or other regulations. The existence of legal certainty in a deed is the responsibility of the temporary income tax as PPAT, because it is not denied in carrying out this responsibility to obtain honorarium from the parties outside the salary as a head. Thus, to minimize the occurrence of legal consequences of the act that infringes the procedure issued by the Camat as PPAT while it is supposed to carry out this responsibility there is a rule that is cracking firmly against the inaccuracy As PPAT temporarily. As explained at the beginning of the school in carrying out its duties as PPAT while the officials are rarely do consultation with the National Land Agency (BPN). Of course, in the action of this thoroughness requires the assumption of the National Land Agency also.

IV. CONCLUSION

Based on the explanation above, it can be concluded that the consequences of the deed that violate the procedures of making the deed issued by the Camat as PPAT while is the deed changed the power of the Evidence to act under hand because Does not meet the requirements specified by the law and/or other regulations and required the responsibility of the government as PPAT while in such responsibilities there is a rule that acts firmly against the Infidelity Camat as temporary PPAT.

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