

DUE TO THE LEGAL DEPOSIT OF CERTIFICATE OF LAND RIGHTS TO A NOTARY/PPAT RELATED TO THE CHANGING PROCESS OF LAND RIGHTS IN THE CITY OF PADANG

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Abstract: *The deposition of certificates that have occurred so far generally occurs on the basis of trust and agreement from the parties to a notary. The notary fully accepts the safekeeping only in his position as the recipient of the deposit. So, the result of both is the same, namely the existence of a safekeeping agreement between a notary and the owner of the certificate. Regarding the Custody of Certificates, based on Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary, Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning the Regulation of the Position of Land Deed Maker Officials, Code Notary Ethics and the PPAT Code of Ethics regarding the obligations/authorities of a Notary/PPAT do not state that a notary is obliged to receive a certificate of land rights from the parties. This means that the provisions regarding safekeeping in the Civil Code as contained in Article 1706, the recipient of the deposit is obliged to maintain the deposited goods as well as possible, such as maintaining their own property.*

Key Words: *Legal Consequences, Change of Name, Certificate of Land Rights.*

1. INTRODUCTION:

The deposit of certificates that have occurred so far generally occurs on the basis of trust and agreement from the parties to the notary. This means that the provisions concerning safekeeping in the Civil Code as contained in Article 1706, the recipient of the deposit is obliged to maintain the deposited goods as well as possible, such as maintaining their own property. On the other hand, the notary must act as the recipient of the deposit and must maintain the certificate as well as possible. However, if something unexpected happens that can cause the certificate to be lost for some reason, then as the recipient of the certificate deposit, the notary must be fully responsible. In fact, a notary has no obligation to keep the certificate.

As a result of the unfinished payment or other reasons, the parties entrust the land title certificate to the notary if the buyer has not completed his obligations in full in payment. This deposit occurs on the basis of an agreement between the two parties who entered into a binding agreement for the sale and purchase of land rights in the process of transferring names. Notaries in this case always carry out their professional mandate, as clearly regulated and contained in the provisions of Law Number 2 of 2014 concerning Notary Positions, hereinafter referred to as UUJN and the code of ethics of the notary profession. If the rights and obligations of the parties have been fulfilled, then it can be issued by the Land Deed Making Official (PPAT), who has clear and clear.

2. THEORITICAL FRAMEWORK

a. Theory of Legal

Certainty According to Radbruch, certainty is the certainty of the existence of the regulation itself or the certainty of the regulation (*sicherheit des Rechts*).[1]

b. Theory of Authority

In public law, authority is related to power.[2]

c. Legal Protection

Legal protection must look at the stages, namely legal protection is born from a legal provision and all legal regulations provided by the community which are basically an agreement by the community to regulate behavioral relations between community members and between individuals and the government which are considered to represent the interests of the community.[3]

3. LITERATURE REVIEW:

Notaries in carrying out their duties and positions are required to have professional skills in the field of law based on responsibility and high moral values, including ethics in exercising their authority as a notary.[4]

The definition of PPAT is contained in several laws and regulations, namely based on Article 1 point 4 of Law Number 4 of 1996 concerning Mortgage Rights on Land and Land-related Objects (UUHT), stating that the Land Deed Maker Official, hereinafter referred to as PPAT is a public official who is given the authority to make a deed of transfer of land rights, deed of encumbrance of Mortgage, and deed of granting power to impose Mortgage according to the applicable laws and regulations.

According to K. Wantjik Saleh, a certificate is a copy of the land book and its measuring document after being bound together with a cover paper whose shape is determined by the Minister.[5]

5. METHOD:

The method used in this study is a normative juridical approach, namely research that is focused on examining the application of positive legal rules or norms.[6]

6. DISCUSSION:

The notary fully accepts the safekeeping only in his position as the recipient of the deposit. So, the result of both is the same, namely the existence of a safekeeping agreement between a notary and the owner of the certificate. Regarding the custody of certificates, based on Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary, Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning the Regulation of the Position of Land Deed Officials, Code Notary Ethics and the Code of Ethics and PPAT regarding the obligations/authorities of a Notary/PPAT do not state that a notary is obliged to receive a certificate of land rights from the parties. But in the law there is also no article that prohibits a notary from receiving a certificate of land rights. In general, in daily life, based on the agreement and approval of the parties related to the process of transferring rights, the seller must entrust the certificate because the Notary/PPAT must first conduct an inspection at the Land Office regarding the suitability of the certificate of land rights in question with the lists in the register. local land office by showing the original certificate.

7. ANALYSIS:

A. With a notary/PPAT in the process of changing the name of a certificate

Does a certificate deposit occur carried out for example, such as Roya (when the loan has been completed at the bank so that it becomes a bank guarantee), inherits, transfers the name of the certificate to buying and selling, grants, joint distribution (APHB). For this reason, the original certificate must be submitted to a Notary/PPAT for processing to the local National Defense Agency (BPN) and other agencies.

B. Process of Depositing Certificates to Notaries/PPAT in the Process of Transferring Certificates

The sale and purchase of land and/or buildings can be carried out and cannot be separated from the existence of an agreement or agreement, in which there is an agreement between the two parties to bind themselves to each other.

In addition to making a deed, PPAT assistance is the provision of services to take care of the transfer of land rights and the conversion of names from one person to another at the local National Land Agency (BPN). Regarding the transfer of names, PPAT requires the original land certificate to be used in the management process at the local BPN. Therefore, the owner of the land certificate must voluntarily submit the original certificate to the PPAT for the purposes of administering the title transfer of the land certificate.

C. Legal Consequences of Depositing Certificates to Notaries/PPAT in the Process of Transferring Certificates

One of the legal consequences of depositing land certificates by the owner to a Notary/PPAT based on the provisions of Articles 1694, 1706 and 1708 of the Civil Code is that the Notary/PPAT may only take legal action on the certificate deposited in accordance with the will of the parties. For example, the parties request the assistance of a Notary/PPAT to pay taxes and BPHTB and then the parties request to make an AJB and change the name to the name desired by the parties. On that basis, if the Notary/PPAT does something against the wishes of the parties, the Notary/PPAT can be blamed for violating Article 1708 of the Civil Code.

8. CONCLUSION :

From the discussion as explained earlier, several conclusions can be drawn, including:

- 1) The cause of people entrusting certificates to a Notary/PPAT Notary fully accepts the safekeeping only in his position as the recipient of the deposit.
- 2) The process of depositing a certificate to a Notary/PPAT is that the sale and purchase of land in the city of Padang often occurs in cash or not in full.
- 3) One of the legal consequences of depositing land certificates by the owner to a Notary/PPAT based on the provisions of Articles 1694, 1706 and 1708 of the Civil Code is that the Notary/PPAT may only take legal action on the certificate deposited in accordance with the will of the parties.

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