

LEGAL SECURITY OF FOR THE SALE AND BUYING OF LAND UNDER THE HANDS LEGALIZED BY A NOTARY PUBLIC IN THE DISTRICT OF SIDENRENG RAPPANG, SOUTH SULAWESI

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Abstract: Article 37(1) of PP No. 24 of 1997 on Land Registration explains that the transfer of land rights can be made by means of transfer of rights such as purchase and sale, exchange, grants, auctions, inheritance, transfer of rights due to merger or consolidation and other transfers of rights. All these transfers, except for auctions, can only be registered if they are evidenced by a deed issued by the PPAT. If the land that you are buying and selling does not have a deed, the process of transfer of rights under the provisions of this article cannot be carried out. At present, there is a lot of buying and selling of land, not through a PPAT, but buying and selling is carried out under private deed by the parties. In order to strengthen the evidence of secret deeds, Article 1874 of the Civil Code regulates the ratification of secret deeds as a form of strengthening secret deeds by a notary.

Key Words: Sale and Purchase of Land, Private Deed, Ratification of The Deed, Notary Public.

1. INTRODUCTION:

The notary who validates the private deed has exercised his authority as stipulated in Article 15 paragraph (2) letter a Law number 30 of 2004 Concerning the Position of Notary (UUJN) and Article 1874 of the Civil Code. In Article 16 paragraph (1) point e, it is said that in carrying out his position a notary is obliged to provide services in accordance with the provisions of this law, unless there is reason to refuse it. Reasons for refusing as stated in the elucidation of the UUJN, what is meant by reasons for refusing are reasons that can cause the notary to become unobjective, the parties are incompetent, and things that are indeed prohibited by law. Therefore, if there are parties who come to the notary to request ratification of the private deed, as long as the private deed fulfills the legal requirements of the agreement as stipulated in Article 1320 KHUPer and UUJN, the notary has no reason to refuse it. The action of a notary in ratifying the deed of sale and purchase of land privately is not a violation. Because basically there are no rules that prohibit the sale and purchase of uncertified land that is legalized by a notary. So that if other legal events occur in the future, legal certainty will be needed, both legal certainty for the object of sale and purchase, the parties which in this case are the seller and the buyer, and legal certainty as a form of protection for the notary.

1.1. THEORITICAL FRAMEWORK:

- Authority Theory
Juridically, the notion of authority is the ability granted by laws and regulations to cause legal consequences.[1]
- Legal Certainty Theory
According to Sudikno Mertokusumo, legal certainty is a guarantee that the law is implemented, that those entitled according to law can obtain their rights and that decisions can be implemented.[2]

2. LITERATURE REVIEW:

According to J. Satrio, an agreement is an event that gives rise to and contains terms of rights and obligations between two parties. Or in other words, that the agreement contains an agreement.[3]

The term sale and purchase of land rights is only mentioned in Article 26 of the BAL, which relates to the sale and purchase of land ownership rights, while in other articles there is no word that mentions "sale and purchase", but is stated as being transferred, with an explanation that the meaning is transferred, indicates a deliberate legal act to transfer land rights to another party through buying and selling, grants, exchanges and bequest grants.

Notaries are public officials who are appointed and dismissed by the government and are given the authority and obligation to serve the public in certain matters.[4]

Deed under the hand is a letter that is deliberately made and signed by people or parties that are intended as evidence. A new private deed is perfect evidence if it is acknowledged by both parties or supported by other evidence.[5]

3. METHOD:

The method used in this research is an empirical juridical approach, which is an approach based on field research methods, namely examining the legal provisions that apply and what happens in people's lives.[6]

4. DISCUSSION:

Legal certainty is a guarantee regarding the law that contains justice. Norms that promote justice must really function as rules that are obeyed. According to Gustav Radbruch, justice and legal certainty are permanent parts of law. He argued that justice and legal certainty must be considered, legal certainty must be maintained for the security and order of a country. Finally positive law must always be obeyed. Based on the theory of legal certainty and the values to be achieved are the values of justice and happiness.[7]

5. ANALYSIS:

- **Reasons for People in Sidenreng Rappang Regency Choosing to Buy and Sell Land with Deeds Under Hand Legalized by a Notary.**

The people in Sidenreng Rappang Regency, South Sulawesi, are among the people who still adhere to the customary law system and rules. It can be concluded that because especially in the buying and selling process, the people of Sidenreng Rappang Regency still prefer and more often buy and sell land using only private deeds or without using intermediaries from authorized officials such as PPAT.

- **Legal certainty from buying and selling land carried out by private deed that has been legalized by a notary.**

The legal certainty of an underhanded deed legalized by a notary is guaranteed by the date and signature. Ratification by a notary of the deed under the hand will guarantee that it is true that the parties signed it, and that it is true that the underhanded deed was signed on that date.

6. CONCLUSION:

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

- The reason for the people in Sidenreng Rappang Regency choosing to buy and sell land with private deed legalized by a notary is because, first, the condition of the object of sale and purchase has not been certified.
- Legal certainty from the sale and purchase of land carried out by private deed that has been ratified by a notary is in the legal certainty of the date guarantee and the signed parties.

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