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## Does The Validity of a Sale and Purchase Deed Persist When Underlying Debt Is Concealed?

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*Original Article*

### Abstract

This study is motivated by the widespread practice of transferring land rights through deeds of sale and purchase that, in substance, are essentially based on debt obligations. The research aims to analyze the nature and characteristics of unlawful acts (PMH) as defined in Article 1365 of the Civil Code, examine the validity of simulative land sale and purchase deeds, and assess the legal responsibility of the Land Deed Officials (PPAT) in transactions that do not reflect the true intent of the parties involved. Employing a normative legal methodology with statutory, jurisprudential, and doctrinal approaches, the study finds that the elements of unlawful acts are met, and while the deeds of sale and purchase are formally valid, they are materially defective. Furthermore, PPATs have been found negligent in fulfilling their duty to verify the parties' genuine intentions. The study concludes that regulatory reforms and heightened diligence by PPATs are essential to ensure substantive justice in land transactions.

**Keywords:** *Unlawful Acts, Simulative Sale and Purchase Deeds, PPAT Responsibility, Land Transactions*

### Abstrak

Penelitian ini dilatarbelakangi oleh maraknya praktik peralihan hak atas tanah yang disamakan melalui akta jual beli, padahal pada substansinya berakar pada hubungan utang piutang. Studi ini bertujuan untuk menganalisis bentuk dan karakteristik perbuatan melawan hukum (PMH) sebagaimana diatur dalam Pasal 1365 KUHPerduta, menguji validitas akta jual beli tanah yang bersifat simulatif, serta mengevaluasi tanggung jawab hukum PPAT dalam transaksi yang tidak mencerminkan kehendak para pihak. Penelitian menggunakan metode yuridis normatif dengan pendekatan peraturan perundang-undangan, yurisprudensi, dan doktrinal. Hasil penelitian menunjukkan bahwa unsur-unsur PMH terpenuhi, dan akta jual beli meskipun sah secara formil, cacat secara materil. PPAT terbukti lalai dalam menjalankan fungsi verifikasi atas kehendak para pihak. Kesimpulannya, perlu reformasi regulasi dan peningkatan kehati-hatian PPAT untuk menjamin keadilan substantif dalam transaksi pertanahan.

**Kata kunci:** *Perbuatan Melawan Hukum, Akta Jual Beli Simulatif, Tanggung Jawab PPAT, Transaksi Pertanahan*

## 1. INTRODUCTION

Land as an agrarian resource holds strategic importance in the social, economic, and legal fabric of Indonesian society. Accordingly, the regulation of land sale and purchase is stringently governed by various national legal instruments, including Law No. 5 of 1960 concerning Basic Agrarian Principles (UUPA), the Indonesian Civil Code (KUHPerduta), and implementing regulations such as Government Regulation No. 24 of 1997 on Land Registration. From a civil law perspective, land sale and purchase constitutes a contractual agreement through which ownership rights are transferred from one party to another.<sup>1</sup> The validity of such agreements depends significantly on the fulfillment of the legal elements stipulated in Article 1320 of the Civil Code.

However, in practice, land sale and purchase transactions in Indonesia frequently diverge from these normative provisions. A commonly observed phenomenon is the use of simulative agreements, which involve two parallel contracts: one that is open and formal to satisfy administrative requirements, and another that remains concealed and reflects the actual intent of the parties.<sup>2</sup> In many instances, such simulations are rooted in debt arrangements, wherein land certificates are used as collateral but are subsequently disguised as sale and purchase agreements through authentic deeds drawn up by the Land Deed Official (PPAT). This practice raises significant legal concerns, especially when these deeds are used as the basis for changing the name on land rights certificates without good faith and without the realization of a genuine transaction.

A case that exemplifies this issue is Decision No. 12/Pdt.G/2018/PN.Btl, in which a sale and purchase deed was used to conceal a debt agreement between the plaintiff and the defendant. In this case, there was a formal transfer of land rights, yet the legal owner never received the agreed-upon payment. This situation gave rise to legal disputes concerning the validity of the agreement, the violation of the principle of freedom of contract, and the presence of unlawful acts as defined under Article 1365 of the Civil Code. Furthermore, the case raises questions regarding the professional accountability of the PPAT, who, as a public official authorized to draft authentic deeds, is expected to ensure the legality and good faith of the transaction.

The issue becomes even more complex when such pseudo agreements result in the dispossession of land rights from the rightful owner and create widespread legal uncertainty. Such practices clearly contradict the fundamental principles of legal certainty (*rechtssicherheit*), justice (*gerechtigheit*), and utility (*zweckmäßigkeit*). Therefore, this study is essential in uncovering the deviations present in land sale and purchase agreements rooted in debt obligations and in analyzing the relevant normative and jurisprudential aspects for determining the existence of unlawful acts.

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<sup>1</sup> Urip Santoso, *Pendaftaran Dan Peralihan Hak Atas Tanah* (Jakarta: Prenada Media Group, 2019), <https://prenadamedia.com/product/pendaftaran-dan-peralihan-hak-atas-tanah/>.

<sup>2</sup> Gatot Supramono, *Perjanjian Utang Piutang*, 2nd ed. (Jakarta: Prenada Media Group, 2014).

The study of contract law in the context of land sale and purchase practices in Indonesia has garnered significant scholarly attention in recent years. Sagala emphasized the importance of fulfilling the essential elements of a valid agreement as stipulated in Article 1320 of the Indonesian Civil Code, while also highlighting the role of the Land Deed Official (Pejabat Pembuat Akta Tanah or PPAT) in ensuring the validity and legality of land sale and purchase deeds. He concluded that the PPAT bears legal responsibility if a deed is found to be defective, either formally or materially.<sup>3</sup>

Ardhila and Setiawan investigated the misuse of debt agreements disguised as sale and purchase transactions, as exemplified in Decision No. 37/Pdt.G/2020/PN.Bil. Their findings reveal that although such agreements may satisfy formal legal requirements, the actual implementation and control over the object of the agreement by the defendant constituted a violation of legal norms, particularly Article 1365 of the Civil Code concerning unlawful acts (*perbuatan melawan hukum* or PMH).<sup>4</sup>

Similarly, Pratisthita et al. examined the inclusion of creditor ownership clauses in debt agreements, which are often used as the basis for executing land sale and purchase deeds. Their research concluded that such clauses not only violate the principle of due diligence expected of PPATs but also contravene the principle of lawful cause, thereby rendering the resulting deed susceptible to nullification.<sup>5</sup>

Through a case study of Decision No. 676/Pdt.G/2020/PN.Sby, Tuerah demonstrated that the failure to execute a debt agreement and the misuse of collateral assets can be classified as unlawful acts. He emphasized the necessity of legal protection for aggrieved parties through compensation mechanisms as provided in Articles 1365 and 1366 of the Civil Code.<sup>6</sup>

Although previous studies have explored various aspects of debt-based transactions and their implications for land sale and purchase deeds, the majority remain descriptive in nature and primarily focus on the normative responsibilities of PPATs. Few studies have critically examined the practice of simulated agreements—specifically, the existence of two parallel contracts where the formal agreement masks the underlying debt relationship—with an emphasis on conflicts between the declared and actual intent of the parties and the resulting legal consequences under the doctrine of unlawful acts.

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<sup>3</sup> Sarmaida Sagala, “Analisis Yuridis Atas Akta Jual Beli Yang Dibuat Diluar Kehendak Para Pihak Secara Bebas: Studi Putusan Nomor 12/Pdt/2018/Pn.Btl,” *Journal Law of Deli Sumatera* 2, no. 2 (2023): 1–21, <https://jurnal.unds.ac.id/index.php/jlds/article/view/264>.

<sup>4</sup> Wardah Ardhila and I Ketut Oka Setiawan, “Perbuatan Melawan Hukum Dalam Jual Beli Tanah Yang Diawali Dengan Perjanjian Hutang Piutang: Studi Kasus Putusan Nomor 37/Pdt.G/2020/Pn.Bil,” *Kabilah: Journal of Social Community* 9, no. 1 (2024): 491–505, <https://doi.org/10.35127/kabillah.v9i1.497>.

<sup>5</sup> Ni Wayan Gita Pratisthita, R. Ismala Dewi, and Arsin Lukman, “Tanggung Jawab Hukum Pejabat Pembuat Akta Tanah (PPAT) Terhadap Pembuatan Akta Jual Beli Berdasarkan Perjanjian Utang Piutang Yang Mengandung Klausul Pemilikan Jaminan Oleh Kreditur: Studi Putusan Mahkamah Agung Nomor 2182 K/Pdt/2019,” *Indonesian Notary* 5, no. 4 (2023): 81–100, <https://doi.org/10.21143/notary.vol5.no4.81>.

<sup>6</sup> Angeliq Marie Tuerah, “Perbuatan Melawan Hukum Dalam Perjanjian Utang Piutang Menurut Kitab Undang-Undang Hukum Perdata: Studi Kasus Putusan Nomor 676/Pdt.G/2020/PN.Sby,” *Lex Administratum* 12, no. 3 (2024): 1–12, <https://ejournal.unsrat.ac.id/v3/index.php/administratum/article/view/55673>.

This study adopts a novel approach by focusing on Decision No. 12/Pdt.G/2018/PN.Btl as a case study, which illustrates how land certificate documents, initially intended as collateral in lending arrangements, can be deceptively converted into formal sale and purchase deeds. The originality of this study lies in its analytical examination of civil and agrarian legal frameworks, and in its evaluation of the legal consequences for parties adversely affected by such simulated practices.

Accordingly, this research addresses an existing gap in the literature—namely, the scarcity of critical legal analyses on the material and formal dimensions of land transactions disguised as debt agreements. It further highlights the lack of integration between general civil law norms and specific land regulations (such as Government Regulation No. 24 of 1997 and the Basic Agrarian Law/UUPA) in identifying and addressing the forms of unlawful conduct that result in harm to legitimate landowners.

The primary objectives of this study are to: (1) analyze the form and characteristics of unlawful acts in land sale and purchase transactions based on debt agreements, as evidenced in Decision No. 12/Pdt.G/2018/PN.Btl; (2) evaluate the validity of land sale and purchase deeds rooted in concealed or simulated debt-based legal relationships, in relation to the requirements under Article 1320 of the Civil Code and formal land law provisions; and (3) provide a critical assessment of the legal accountability of PPATs in executing deeds that do not reflect the true intent of the transacting parties.

## 2. RESEARCH METHODOLOGY

This study employs a normative legal research approach, grounded in the analysis of positive legal norms, including statutory regulations, legal doctrines, and relevant judicial decisions. This approach is appropriate given the study's primary objective: to examine the validity of land sale and purchase agreements that are disguised as debt arrangements and to identify the elements of unlawful acts pursuant to Articles 1320 and 1365 of the Indonesian Civil Code (KUHPperdata).

The methodological framework includes several legal approaches: (1) the statutory approach, used to analyze legal provisions governing contracts, debt obligations, and unlawful acts; (2) the case approach, applied to conduct an in-depth analysis of Decision No. 12/Pdt.G/2018/PN.Btl, which serves as the central case study; and (3) the conceptual approach, used to examine foundational legal principles such as the principle of freedom of contract, good faith, transparency, and justice.

The primary data source consists of secondary data, including: (1) primary legal materials such as statutes and jurisprudence; (2) secondary legal materials including academic literature and peer-reviewed legal articles; and (3) tertiary legal materials such as legal dictionaries and encyclopedias. Data collection is conducted through a structured literature review. The data analysis technique follows a prescriptive-analytical method, which involves a critical evaluation of applicable legal norms and the

development of normative solutions to the identified legal issues. Through this methodology, the study aims to provide a well-founded and systematic legal analysis to address issues concerning the validity of agreements and the classification of unlawful acts in land sale and purchase transactions in Indonesia.

### 3. RESEARCH RESULT AND DISCUSSION

#### 3.1. Unlawful Acts in Land Sale and Purchase Transactions Based on Debt Agreements

This section analyzes the form and characteristics of unlawful acts (*perbuatan melawan hukum* or PMH) in land sale and purchase transactions that are, in substance, rooted in debt arrangements, as exemplified by Decision No. 12/Pdt.G/2018/PN.Btl. The objective is to identify the fulfillment of the elements of unlawful acts under Article 1365 of the Indonesian Civil Code and to explore possible restitution mechanisms and legal accountability for parties who misuse formal legal procedures for illegitimate purposes.

Based on an analysis of the case documents and doctrinal legal sources, it is evident that the defendants' actions in this case satisfy all four elements of PMH as stipulated in Article 1365 of the Civil Code: (1) the commission of an unlawful act, (2) fault attributable to the perpetrator, (3) actual harm suffered by another party, and (4) a causal connection between the unlawful act and the resulting harm.

First, the element of unlawfulness is demonstrated by the act of disguising a loan transaction as a fictitious land sale through the Deed of Sale and Purchase (*Akta Jual Beli* or AJB) No. 141/2008. In legal doctrine, such conduct is classified as an *absolute simulatie* (a wholly simulated agreement), wherein the true intention of the parties was not to sell the land but to use the land certificate as collateral for a loan.<sup>7</sup> Although the AJB was formally valid due to its execution before a Notary/PPAT, its substance contravenes the principle of good faith as enshrined in Article 1338 of the Civil Code.

Second, the element of fault is reflected in the actions of Defendant III, who induced the Plaintiff to hand over the land certificate (*Sertifikat Hak Milik* or SHM) based on a false promise of compensation, which was never honored. This conduct constitutes bad faith, deception, and abuse of trust—demonstrating both intentional wrongdoing (*dolus*) and gross negligence (*culpa lata*).

Third, the harm suffered by the Plaintiff includes both material losses—the loss of ownership over a 264-square-meter parcel of land—and immaterial damages in the form of psychological distress, legal uncertainty, and a compromised sense of security.

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<sup>7</sup> Dona Berisa, "Perjanjian Simulasi Dan Penyalahgunaan Keadaan Sebagai Alasan Kebatalan Perjanjian Berdasarkan Putusan Pengadilan Negeri Mataram Nomor 234/PDT.G/2020/PN.MTR," *Indonesian Notary* 4, no. 1 (2022): 821–42, <https://scholarhub.ui.ac.id/notary/vol4/iss1/40>.

The Plaintiff's legally registered ownership was transferred to another party without receiving the agreed-upon compensation.

Fourth, a causal link is clearly established between the defendants' manipulative conduct and the Plaintiff's loss of ownership rights. Absent the simulated transaction and the drafting of the fictitious AJB, the harm would not have occurred. Therefore, all elements of PMH are cumulatively satisfied.

This case also highlights a fundamental tension between the formal validity of legal instruments and the pursuit of substantive justice. The court held that the AJB, having been executed before an authorized PPAT, resulted in the legal transfer of title to Defendant II. This reasoning follows Supreme Court Jurisprudence No. 992 K/Sip/1979, which affirms that a formally executed deed is legally binding. However, an overly formalistic approach risks undermining the principles of fairness and substantive justice—especially when legal mechanisms are exploited for improper purposes.

These findings align with prior studies emphasizing that disguising loan agreements as land sales through authentic deeds constitutes an unlawful act—a phenomenon increasingly prevalent in land-related transactions.<sup>8</sup> Courts frequently face a dilemma: whether to invalidate a formally valid deed or uphold justice for the materially aggrieved party. Comparative legal studies also reveal a shift in jurisdictions such as the Netherlands and Germany toward material-truth approaches, prioritizing the alignment between the parties' actual intent and the legal form of the agreement as the benchmark for assessing validity.<sup>9</sup>

The findings of this study suggest that legally valid acts may still embody elements of unlawfulness when they contradict principles of good faith, trust, and equity. Decision No. 12/Pdt.G/2018/PN.Btl underscores the inadequacy of procedural formalism in safeguarding the rights of parties victimized by manipulative legal schemes, particularly when courts prioritize documentary evidence over the substantive realities of the transaction.

These findings give rise to two significant propositions. First, there is an urgent need to reassess the legal status of agreements that are executed in a simulated and manipulative manner, particularly when involving high-value assets such as land. Current legal instruments remain insufficiently responsive to exploitative practices that take advantage of procedural vulnerabilities. Second, notaries and Land Deed Officials (PPATs) must adopt a more proactive role in scrutinizing the actual intentions of the

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<sup>8</sup> Ardhila and Setiawan, "Perbuatan Melawan Hukum Dalam Jual Beli Tanah Yang Diawali Dengan Perjanjian Hutang Piutang: Studi Kasus Putusan Nomor 37/Pdt.G/2020/Pn.Bil"; Tuerah, "Perbuatan Melawan Hukum Dalam Perjanjian Utang Piutang Menurut Kitab Undang-Undang Hukum Perdata: Studi Kasus Putusan Nomor 676/Pdt.G/2020/PN.Sby."

<sup>9</sup> Robin Hofmann, "Formalism Versus Pragmatism – A Comparative Legal and Empirical Analysis of the German and Dutch Criminal Justice Systems with Regard to Effectiveness and Efficiency," *Maastricht Journal of European and Comparative Law* 28, no. 4 (2021): 452–78, <https://doi.org/10.1177/1023263X21100598>.

contracting parties prior to the execution of deeds. In this context, the ethical and professional orientation of notarial and land administration practices should prioritize the principle of substance over formality.

From a legal protection perspective, although the Plaintiff sought to reclaim their rights through claims for *restitutio in integrum* and compensation, the court, in its ruling, did not mandate the annulment of the Deed of Sale and Purchase (AJB) or the return of the land certificate (SHM). The absence of a cancellation order resulted in a legal vacuum, impeding full recovery for the aggrieved party. This outcome underscores the limitations of the civil dispute resolution system, particularly when the defendant fails to appear in court—even when the substance of the dispute concerns a tangible and harmful unlawful act.

Based on the findings of this study, it can be asserted that the unlawful nature (*perbuatan melawan hukum*) in this case stems from the formal legal engineering employed to disguise a debt transaction as a legitimate sale and purchase of land. All elements stipulated in Article 1365 of the Civil Code have been legally and convincingly established. Nonetheless, the Indonesian civil law framework remains constrained in addressing covert violations that significantly impact individual property rights. To ensure comprehensive justice, legal protection mechanisms grounded in procedural formalism must be supplemented with a more substantive, justice-oriented approach.

### **3.2. Validity of Land Sale and Purchase Deeds Based on Simulated Debt-Collateral Relationships**

This study examines the legal validity of a Deed of Sale and Purchase (*Akta Jual Beli*, or AJB) arising from an undisclosed debt-collateral relationship, and assesses its conformity with the legal requirements for contract validity as outlined in Article 1320 of the Indonesian Civil Code, as well as the formal requirements under Indonesian land law. The analysis is grounded in Decision No. 12/Pdt.G/2018/PN.Btl, which highlights a fundamental tension between the formal legitimacy of a deed and the pursuit of substantive justice by the aggrieved party.

The case concerns a parcel of land and residential property measuring 264 m<sup>2</sup>, originally registered under the name of Endang Purwani (the Plaintiff) in Land Title Certificate No. 1766, located in Wonokromo Village, Bantul Regency. The legal dispute arose when Defendant III, a business associate of the Plaintiff, borrowed the Plaintiff's land certificate (SHM) as collateral for a personal debt to Defendant II. To facilitate the disbursement of funds, AJB No. 141/2008 was executed before a Notary/PPAT, identifying the Plaintiff as the seller and Defendant I as the buyer's proxy. The deed stated a transaction value of only IDR 14,000,000.00, and no actual payment or promised compensation was made.

In its ruling, the court upheld the formal validity of the AJB, citing its compliance with Article 1320 of the Civil Code and referring to Supreme Court Jurisprudence No. 992 K/Sip/1979, which affirms that rights are legally transferred upon execution of an AJB before an authorized PPAT. However, the evidence suggests that the transaction was not a genuine sale and purchase but a disguised collateral arrangement—revealing a disconnect between the formal aspects of the contract and its material substance.

The findings of this study indicate that the AJB in question, though formally executed in accordance with contract and land law (including notarization, object specification, and value declaration), exhibits a simulative character that conceals the parties' true intentions. The contract, in substance, did not constitute a bona fide sale and purchase but rather functioned as a mechanism to secure a debt. Consequently, while the deed may meet procedural standards, it fails to reflect the substantive agreement of the parties and constitutes a misuse of legal form. This undermines the integrity and trust typically afforded to authentic deeds, which are expected to represent the genuine will of the contracting parties.

These findings are consistent with previous research emphasizing that deeds of sale and purchase used merely as instruments to facilitate debt guarantees fall under the category of simulated agreements, and may be annulled under Article 1321 of the Civil Code on grounds of defective consent.<sup>10</sup> Similarly, other studies have concluded that transactions lacking actual payment or clear intent to transfer ownership cannot be regarded as valid sales under principles of substantive justice.<sup>11</sup> However, while earlier studies have focused on breach of contract or default, this study highlights the broader legal implications of the dissonance between formal validity and substantive intent in the context of legal protection for property owners.

The legal validity of the AJB in this case is contested for two primary reasons. First, the element of mutual consent under Article 1320 of the Civil Code is questionable, given that the Plaintiff's approval of the deed may have resulted from coercion, persuasion, or manipulation by Defendant III, rather than a genuine intent to sell the property. Second, the element of lawful cause (*causa*) is undermined by the fact that the underlying objective was not a property sale but the provision of debt collateral—rendered invalid by its concealment in the guise of a sale.

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<sup>10</sup> Putri Hilaliatul Badria Hakim, "Implikasi Yuridis Akta Jual Beli Yang Dikategorikan Sebagai Akta Simulasi: Studi Kasus Putusan Pengadilan Tinggi Yogyakarta Nomor 126/Pdt/2018/Pt/2018/Ptyyk," *Indonesian Notary 2* (2020): 580–99, <https://scholarhub.ui.ac.id/notary/vol2/iss4/26>; Jeanette Agire Medahalysa and Achmad Busro, "Akibat Hukum Pembatalan Perjanjian Yang Dibuat Atas Dasar Penyalahgunaan Keadaan," *Notarius 16*, no. 2 (2023): 631–47, <https://doi.org/10.14710/nts.v16i2.38358>; I Ketut Widia and I Nyoman Putu Budiarta, "Cacat Kehendak Sebagai Dasar Batalnya Perjanjian," *Kerta Wicaksana: Sarana Komunikasi Dosen Dan Mahasiswa 16*, no. 1 (2022): 1–6, <https://doi.org/10.22225/kw.16.1.2022.1-6>.

<sup>11</sup> Muhammad Adib Luthfi and Akhmad Khisni, "Akibat Hukum Terhadap Peralihan Hak Milik Atas Tanah Yang Belum Lunas Pembayaranannya," *Jurnal Akta 5*, no. 1 (2018): 65–74, <http://dx.doi.org/10.30659/akta.v5i1.2532>; Virgin Venlin Sarapi, Putra Hutomo, and Mohamad Ismed, "Tanggung Jawab PPAT Dalam Akta Jual Beli Tanah Terkait Adanya Utang Piutang," *Themis: Jurnal Ilmu Hukum 2*, no. 1 (2024): 49–59, <https://doi.org/10.70437/themis.v2i1.864>.

From the standpoint of land law, although the AJB and the subsequent transfer of the SHM title were conducted according to administrative procedures, such transfers executed in bad faith should not be allowed to stand. Upholding them would compromise the principles of justice and protection of ownership rights. If the simulation is proven, the deed may be annulled based on Article 1321, as well as Article 1340 of the Civil Code, which permits third parties to disregard simulated agreements that result in harm.

The default judgment rendered in this case further reveals structural weaknesses in the protection of individuals who lack material evidentiary power—particularly when the defendants fail to appear in court. This case demonstrates the judiciary’s continued reliance on formalistic evidentiary standards, which often fail to address the substantive injustices faced by economically and legally vulnerable parties.

The principal finding of this study is that land sale and purchase deeds originating from undisclosed (simulative) debt agreements are materially flawed, despite their apparent formal validity. In this context, formal compliance with legal procedures cannot be used as a justification to disregard the genuine intent of the parties or the principles of good faith in contractual relations.<sup>12</sup> Accordingly, legal protection of land ownership rights must extend beyond administrative formalities to include substantive evaluation of the agreement’s content and the actual intent of the parties involved.

Moreover, the principle of prudence in land transactions must be reinforced by enhancing the competence and integrity of land deed officials (PPAT), as well as by promoting public legal awareness regarding the risks associated with using land assets as collateral in non-transparent arrangements. In this regard, a critical reassessment of Supreme Court Jurisprudence No. 992 K/Sip/1979 is warranted, particularly where it legitimizes the transfer of land rights solely on the basis of a formally executed deed, without scrutinizing the underlying intent and context of the transaction. Jurisprudence that fails to align with the principles of substantive justice should be subject to critical review and reformulated within a more progressive legal protection framework.

### **3.3. Legal Responsibility of Land Deed Officials (PPAT) in the Execution of Simulative Sale and Purchase Agreements**

This study seeks to critically examine the legal accountability of Land Deed Officials (Pejabat Pembuat Akta Tanah/PPAT) in drafting sale and purchase deeds (Akta Jual Beli/AJB) based on legal relationships that do not reflect the genuine and voluntary intentions of the contracting parties. The analysis focuses on both the formal and substantive validity of AJBs executed under simulative or concealed agreements, as well

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<sup>12</sup> Ahmadi Miru, Sakka Pati, and Tarmizi Tarmizi, *Hukum Perjanjian: Penjelasan Makna Pasal-Pasal Perjanjian Bernama Dalam KUHPerdata (BW)* (Jakarta: Sinar Grafika, 2020).

as the role of the PPAT in ensuring adherence to the principle of voluntary consent in land transactions.

The case of *Endang Purwani v. Noor Baskoro Yuniarto et al.* provides a clear example of a deviation from the PPAT's fiduciary function in safeguarding the integrity of land transfers. In this matter, AJB No. 141/2008 was executed before Notary/PPAT Ratnawati, S.H., listing the Plaintiff as the seller and Defendant I as the buyer's proxy, with a nominal transaction value of only IDR 14,000,000.00 for a plot of land measuring 264 m<sup>2</sup>. Legal evidence indicates that the transaction was not based on the Plaintiff's independent and informed consent but was induced by persuasion from Defendant III for the purpose of securing a loan. The promised compensation was never fulfilled, yet the land title was successfully transferred to Defendant II.

As a public official vested with the authority to draft legally binding land deeds, the PPAT is obligated not only to ensure that procedural and administrative requirements are met but also to verify the authenticity of the parties' intentions, in accordance with Article 1320 of the Indonesian Civil Code and the principle of prudence as mandated in the PPAT Code of Conduct. In this case, however, the PPAT failed to conduct a thorough examination of the underlying motives for the transaction, neglected to assess whether the stated transaction value reflected the fair market value, and did not ensure that the Plaintiff comprehended the legal implications of the agreement. This oversight contributed to a formally valid transfer of land rights that did not correspond with the actual purpose of the agreement, which was merely to serve as collateral for a loan.

This study finds that, in practice, the legal responsibility of PPATs often remains confined to the formalities of deed execution, without adequate verification of the authenticity of the parties' will. This procedural orientation creates opportunities for legal manipulation, where the outward appearance of a valid agreement conceals an underlying intent that is materially inconsistent with its legal form, as exemplified in this case. Consequently, the current framework of PPAT accountability is inadequate for upholding substantive justice, as it privileges administrative compliance over the genuine protection of legal rights. Under such circumstances, formal deed validity may inadvertently facilitate the legal appropriation of property rights under the guise of lawful transactions.

An authentic deed possesses full evidentiary value only when it reflects the material truth of the underlying legal relationship.<sup>13</sup> However, in practice, Land Deed Officials (PPATs) often perform their functions in a purely administrative capacity, without conducting adequate due diligence regarding the true intentions and circumstances of

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<sup>13</sup> Subekti, *Hukum Perjanjian* (Jakarta: PT. Intermasa, 2002).

the parties involved.<sup>14</sup> While prior research has largely emphasized compliance with formal legal requirements, this study departs from that focus by examining the legal consequences of disregarding voluntary consent in the substantive content of land transactions. In doing so, it contributes a novel perspective to the discourse on civil law and the responsibilities of PPATs, underscoring the imperative to incorporate the principle of substantive will into formal land registration practices.

Normatively, PPATs bear legal responsibility as stipulated in the Regulation of the Head of the National Land Agency (BPN) No. 1 of 2006 concerning the Implementation Guidelines for PPAT, which explicitly requires that every deed must represent the genuine and voluntary agreement of the parties. A PPAT is obligated to suspend the execution of a deed if there are indications that either party does not fully comprehend the substance of the transaction, or if there is evidence of coercion, fraud, or misrepresentation.<sup>15</sup> The findings of this study confirm that a PPAT's failure to ascertain the substantive will of the parties not only constitutes an ethical lapse but also may amount to legal negligence, which can be subject to civil liability. A PPAT cannot invoke formal compliance as a defense when the deed produced becomes an instrument for facilitating breach of trust or the simulation of agreements.

Moreover, this study highlights the need to enhance PPAT accountability mechanisms, including stricter oversight by the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN) and the Notary Supervisory Council. It also points to the importance of increasing public legal awareness regarding the necessity of transparency and authentic consent in all land transactions.

Ultimately, the legal responsibility of PPATs should extend beyond the mere drafting and reading of deeds to include an affirmative duty to investigate the authenticity of the parties' intent. The Endang Purwani case illustrates how a transaction that appears administratively valid may result in substantive injustice if it fails to capture the true will of the parties. This calls for a reformulation of the legal framework governing PPAT duties, shifting toward a more proactive and rights-protective approach. Proposed reforms may include mandatory field verification of land objects, independent assessment of transaction values, and the requirement for a formal declaration of free will, duly signed by the parties involved.

This study reaffirms that the legal strength of an authentic deed lies not merely in its formal compliance with legal procedures, but also in the integrity and transparency of the process by which it is created. When a party's will is compromised by

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<sup>14</sup> Tetti Samosir, Indah Harlina, and Fikri Miftakhul Akbar, "The Legal Implications of Forgery Sale & Purchase Binding Agreement by Notary Public," *Jurnal Akta* 9, no. 4 (2022): 438–51, <http://dx.doi.org/10.30659/akta.v9i4.27920>.

<sup>15</sup> B.F. Sihombing, *Buku Sistem Hukum PPAT Dalam Hukum Tanah Indonesia* (Bandung: Prenada Media Group, 2019).

manipulation, coercion, or deceit, the moral authority of the deed is fundamentally weakened, even if it retains evidentiary weight under positive law.

#### 4. CONCLUSION

This study aims to analyze the form and legal characteristics of unlawful acts (perbuatan melawan hukum, PMH) in land sale and purchase transactions that are, in substance, disguised debt agreements. The analysis is based on Decision No. 12/Pdt.G/2018/PN.Btl and focuses on three main aspects: the fulfillment of the PMH elements as outlined in Article 1365 of the Indonesian Civil Code, the validity of sale and purchase deeds executed under a simulated legal relationship, and the legal responsibility of the Land Deed Official (PPAT) in safeguarding the substantive integrity of land transactions. The findings of this study demonstrate that all elements of PMH—namely, the existence of an unlawful act, fault, damages, and a causal relationship—are fulfilled in this case. The transfer of land rights, grounded in a sale and purchase deed that is based on unfulfilled inducements and false promises, constitutes a manipulation of will and an abuse of trust, ultimately causing harm to the rightful landowner. While the deed may formally meet the requirements of Article 1320 of the Civil Code and procedural land regulations, it fails to reflect the genuine and voluntary intent of the parties involved.

This study affirms that PPATs bear legal responsibility not only for fulfilling administrative procedures, but also for ensuring that land transactions are based on the parties' free and informed consent. The failure to adhere to the precautionary principle by the PPAT in this case has contributed to the legal validation of a transaction that is materially flawed. Accordingly, this study offers a normative and critical foundation for reforming PPAT practices and enhancing legal protection mechanisms in land transactions. Nevertheless, this study is subject to certain limitations. As a normative legal analysis, it does not incorporate empirical data regarding the practical conduct of PPATs. Further research involving interviews and fieldwork is recommended to provide a more comprehensive empirical understanding and to support legal reform aimed at promoting substantive justice. In addition, this study advocates for an explicit reformulation of PPAT legal responsibilities within the national regulatory framework governing land administration.

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