

## Good-Faith Purchasers, PPAT Verification, and Inherited Land: A Doctrinal Analysis of Four-Tiered Indonesian Court Decisions

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### Abstract

Where inherited land is conveyed through a power of attorney, the Land Deed Official (PPAT) occupies the point at which the appearers' authority is most directly examinable. Indonesian scholarship has examined purchaser protection and PPAT liability largely in separation, without testing how the two are connected across appellate tiers. This article addresses that gap by reading Decisions Number 88/Pdt.G/2017/PN.Amb, Number 20/PDT/2018/PT AMB, Number 1610 K/Pdt/2019, and Number 110 PK/Pdt/2021 as a single case series. It is doctrinal legal research using statutory, case, and conceptual approaches, each decision being analysed along four axes: legal issue, legal basis, ratio decidendi, and legal consequence. Two findings follow. The PPAT's verification duty is reconstructible from Article 39 of Government Regulation Number 24 of 1997, Article 22 of Government Regulation Number 37 of 1998, and Article 97 of Ministerial Regulation Number 3 of 1997, and its breach may generate civil, administrative, and ethical consequences. Across the four tiers the courts progressively treated the purchaser's appearance before a PPAT as the decisive marker of good faith, while the quality of that verification was never itself placed in issue. The article names this pattern verification-accountability asymmetry, specifies its indicators and limits, and proposes a normative reconstruction.

## INTRODUCTION

The registration of a transfer of land rights in Indonesia may proceed only on the basis of an authentic deed executed by or before a Land Deed Official (*Pejabat Pembuat Akta Tanah*/PPAT).<sup>1</sup> Within that requirement lies a vulnerability that the form of the deed itself conceals. The deed records what took place before the official; it does not, of itself, establish that the person who appeared as seller was entitled to sell. The distance between those two propositions widens when the seller does not appear in person and acts through a power of attorney, because the authority then being exercised exists only on paper, and the actor positioned to examine that paper before the deed is signed is the PPAT.<sup>2</sup>

The difficulty is compounded where the object of sale is inherited land. Before partition, an inherited estate is the undivided joint property of the co-heirs, so that a valid alienation of the whole requires the concurrence of all of them; a certificate of heirship identifies who the heirs are, but does not *ipso jure* extinguish the proprietary interest of those not named in the conveyance.<sup>3</sup> A power of attorney used in this setting must therefore carry two burdens simultaneously: it must genuinely originate from the person named as principal, and that principal must genuinely hold the authority purportedly delegated. A forged instrument fails both tests, and neither failure is visible on the face of the resulting deed.

Ambon District Court Decision Number 88/Pdt.G/2017/PN.Amb presents this configuration in a form unusually suited to doctrinal analysis.<sup>4</sup> A parcel of registered land was conveyed in 2005 through a deed of sale executed before a Notary/PPAT on the strength of a private power of attorney; eleven years later a final criminal judgment established that the instrument had been fabricated.<sup>5</sup> The heirs then brought a civil action that passed through the District Court, the High Court, cassation, and judicial review. The PPAT who executed the deed was never joined as a party at any tier.

The legal problem generated by this sequence is not whether the forged power of attorney was defective — the criminal judgment settled that — but how the civil consequences of the defect are distributed among three parties, each with a defensible legal position: the heirs, whose rights arise by operation of law upon the decedent's death;

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<sup>1</sup>Salim H.S., *Teknik Pembuatan Akta Tanah Pejabat Pembuat Akta Tanah* (Jakarta: Rajawali Pers, 2016).

<sup>2</sup>Juan Joubert Immanuel L. Panelewen and Jenice Valencia Alam, "Pentingnya Pembuatan Surat Kuasa dalam Perspektif Hukum Perdata," *Innovative: Journal of Social Science Research* 3, no. 3 (2023): 2800–2807.

<sup>3</sup>A. Junianto, D. Yuningsih, R. Anggriyani, and W. Umar, "Perlindungan Hukum Pembeli dalam Perjanjian Jual Beli Tanah yang Belum Bersertifikat terhadap Ahli Waris," *Jurnal Rechtsens* 14, no. 1 (2025).

<sup>4</sup>Ambon District Court, Decision Number 88/Pdt.G/2017/PN.Amb, 15 January 2018.

<sup>5</sup>Ambon District Court, Decision Number 53/Pid.B/2016/PN.Amb, 26 May 2016.

the purchaser, who transacted through the prescribed procedure and obtained a registered certificate; and the PPAT, upon whom Article 39 paragraph (1) of Government Regulation Number 24 of 1997 imposes a duty to refuse to execute a deed where a party is not entitled or does not meet the requirements to act.<sup>6</sup> Article 1338 paragraph (3) of the Indonesian Civil Code, read with Supreme Court Circular Letter Number 4 of 2016, supplies the countervailing basis for protecting a purchaser in good faith.<sup>7</sup> How these two normative positions are reconciled within a single dispute is the subject of this article.

Indonesian scholarship has addressed both sides of this configuration, but has tended to hold them apart, and the separation is substantive rather than merely presentational. Hasan, Arief, and Lira examine the regulatory basis and effectiveness of protection for good-faith purchasers in ownership disputes; their analysis clarifies what a purchaser must demonstrate, but treats the procedural regularity of the transaction as a given rather than asking what quality of verification produced that regularity.<sup>8</sup> Wahyuningrum and Badriyah, and Haridhy, Ismail, and Darmawan, approach the same transaction from the opposite direction, mapping the PPAT's civil liability towards a purchaser who suffers loss through a defective deed.<sup>9</sup> In both studies the injured party is the purchaser, so the question of what becomes of the original owner once the purchaser is protected does not arise. Budiarti, Koeswarni, and Erni analyse the consequences of a void deed and the remedies then open to the buyer, which presupposes invalidation – the converse of the outcome examined here.<sup>10</sup> Junianto and colleagues come closest, considering a purchaser in dispute with heirs, but their object is unregistered land, where registration certainty and the PPAT's statutory examination duties are structurally absent.<sup>11</sup> Puspooyo and Handoko, and Fajri, treat the duty of care as a standard of office without connecting it to any outcome for a third-party purchaser, while Maharani, Saleng, and Rifai analyse

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<sup>6</sup>Republic of Indonesia, Government Regulation Number 24 of 1997 on Land Registration.

<sup>7</sup>Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata/Burgerlijk Wetboek*), 1847; Supreme Court of the Republic of Indonesia, Circular Letter Number 4 of 2016 on the Enforcement of the Formulations of the 2016 Supreme Court Chamber Plenary Meeting as a Judicial Operational Guideline, Civil Chamber Formulation Point 4.

<sup>8</sup>Febrianti Hasan, Anggreany Arief, and Adnan Lira, "Perlindungan Hukum Pembeli Beritikad Baik dalam Sengketa Kepemilikan Hak atas Tanah," *Legal Dialogica* 1, no. 1 (2025): 1–13.

<sup>9</sup>Dian Anggraini Wahyuningrum and Siti Malikhatun Badriyah, "Perlindungan Hukum untuk Pembeli Akibat Kelalaian PPAT dalam Perjanjian Jual Beli Tanah," *Notarius* 17, no. 1 (2024): 232–45; Fajriatul Tivani Haridhy, Ilyas Ismail, and Darmawan, "Perlindungan Hukum bagi Pembeli Akibat Kelalaian PPAT dalam Pembuatan Akta Jual Beli," *Jurnal IUS Kajian Hukum dan Keadilan* 7, no. 2 (2019): 319–29, <https://doi.org/10.29303/ius.v7i2.652>.

<sup>10</sup>Kory Ulama Sari Budiarti, Enny Koeswarni, and Daly Erni, "Perlindungan Hukum bagi Pembeli dalam Akta Jual Beli yang Batal demi Hukum Berdasarkan Putusan Hakim," *Indonesian Notary* 2, no. 4 (2020).

<sup>11</sup>Junianto et al., "Perlindungan Hukum Pembeli."

protection of the lawful owner against a sale by a non-owner at the level of doctrine rather than through the reasoning of a decided series.<sup>12</sup>

Two things follow. First, no existing study examines the verification duty and purchaser protection as two halves of one normative relationship — as questions whose answers constrain each other, so that what is conceded to the purchaser bears on what may be demanded of the official. Second, none tests that relationship against a single dispute moving through all four levels of the judicial hierarchy, where the facts are held constant while the reasoning shifts and the weight each tier places on the purchaser's appearance before a PPAT can be observed rather than inferred.

This article therefore examines the normative relationship between the PPAT's verification duty and the judicial construction of good-faith purchaser status, using Decisions Number 88/Pdt.G/2017/PN.Amb, Number 20/PDT/2018/PT AMB, Number 1610 K/Pdt/2019, and Number 110 PK/Pdt/2021 as four tiers of one case. Its intended contribution is doctrinal in two respects. It reconstructs a verification duty that positive law presently distributes across three separate instruments into a single articulated standard; and it identifies, defines, and delimits a pattern — here termed verification-accountability asymmetry — which the decisions exhibit but do not name.

Because normative legal research does not test causal propositions and has no empirical design capable of supporting them, the research questions are framed in terms of normative relationship and legal consequence rather than cause and effect: What legal consequences does positive law attach to a PPAT's failure to verify the validity of a power of attorney in executing a deed of sale and purchase of inherited land?, How did the courts, across the four decisions examined, construct legal protection for the good-faith purchaser of inherited land, and what is the normative relationship between that construction and the PPAT's verification duty?

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<sup>12</sup>Arif Indarto Puspoyudo and Widhi Handoko, "Pertanggungjawaban Pejabat Pembuat Akta Tanah (PPAT) dalam Pelaksanaan Pembuatan Akta Pemberian Hak Tanggungan (APHT)," *Notarius* 15, no. 2 (2022): 676–85; Melati Nur Fajri, "Pembuatan Surat Pernyataan yang Menjamin Kebenaran Keterangan yang Diberikan Penghadap dalam Pembuatan Akta Jual Beli Tanah sebagai Wujud Penerapan Prinsip Kehati-Hatian PPAT (Studi Kasus Putusan Pengadilan Negeri Depok Nomor 226/Pid.B/2018/PN Dpk)," *Indonesian Notary* 2, no. 1 (2020); Safira Maharani, Abrar Saleng, and Aulia Rifai, "Analisis Perlindungan Hukum terhadap Pemilik Tanah yang Sah Akibat Jual Beli Tanah oleh Penjual yang Bukan Pemilik," *Petitum* 10, no. 2 (2022): 174–83.

## RESEARCH METHOD

This is normative, or doctrinal, legal research: its object of study is legal norms, doctrine, and jurisprudence, not social facts about how law operates in practice.<sup>13</sup> Three approaches are employed in combination. The *statute approach* is used to reconstruct the norms governing the transfer of land rights, the validity of a power of attorney, and the duties of the PPAT.<sup>14</sup> The *case approach* is used to analyse the reasoning of the four decisions constituting the case series. The *conceptual approach* is used to bring the doctrines of legal responsibility, negligence, good faith (*bona fides*), and the duty of care to bear on that reasoning.<sup>15</sup>

Primary legal materials comprise: Law Number 5 of 1960 on Basic Agrarian Principles; the Indonesian Civil Code; Law Number 30 of 2004 as amended by Law Number 2 of 2014; Law Number 30 of 2014 on Government Administration; Government Regulation Number 24 of 1997; Government Regulation Number 37 of 1998 as amended by Government Regulation Number 24 of 2016; Ministerial Regulation Number 3 of 1997; Ministerial Regulation Number 2 of 2018; Supreme Court Circular Letter Number 4 of 2016; and the court decisions listed below, including the standing precedents invoked within them. Secondary legal materials comprise monographs on land registration, obligations, and legal responsibility, together with peer-reviewed articles on good-faith purchasers, professional liability of land deed officials, and powers of attorney. Both were collected through library research and, for the decisions, the Supreme Court's public decision directory.

The four decisions were selected purposively against four cumulative criteria. First, they concern one and the same dispute between the same parties over the same object, so that variation in reasoning cannot be attributed to variation in facts. Second, the object is registered inherited land conveyed through a power of attorney whose falsity was established by a final criminal judgment, which means the factual premise of the analysis is judicially settled rather than contested. Third, the series runs through all four levels of adjudication, permitting the *ratio decidendi* to be compared tier by tier. Fourth, the full texts are publicly accessible, making the analysis verifiable by other researchers. A single case series is not a sample and supports no generalisation about judicial behaviour; it is used here as a critical instance in which the relationship under study is unusually legible.

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<sup>13</sup>Soerjono Soekanto and Sri Mamudji, *Penelitian Hukum Normatif: Suatu Tinjauan Singkat* (Jakarta: RajaGrafindo Persada, 1994).

<sup>14</sup>Djulaeka and Devi Rahayu, *Metode Penelitian Hukum* (Surabaya: Media Pustaka, 2010).

<sup>15</sup>Purwati Ani, *Metode Penelitian Hukum: Teori & Praktek* (Surabaya: CV. Jakad Media Publishing, 2020).

Each decision was read along four axes: the *legal issue* actually placed before the court; the *legal basis* expressly invoked; the *ratio decidendi*, understood as the proposition of law necessary to the disposition, distinguished from *obiter dicta*; and the *legal consequence* attaching to each party. The results were tabulated (Tables 1 and 2) so that movement across tiers could be observed. Separately, the verification standard was reconstructed from the statutory materials by systematic interpretation of Article 39 of Government Regulation Number 24 of 1997, Article 22 of Government Regulation Number 37 of 1998, and Article 97 of Ministerial Regulation Number 3 of 1997. The argument was then built in three stages: reconstruction of the standard; comparison of the recorded facts against it; and prescriptive evaluation of the gap disclosed. Only the third stage is prescriptive, and the transition is expressly marked in the text.

The term is used here to describe the mode of reasoning — interpretation and systematic construction of legal texts — and not an empirical research design. No interviews, observation, questionnaires, or sampling of respondents were conducted, and no claim is advanced about how land deed officials behave as a population. Statements about the conduct of the PPAT in the case under review are inferences drawn from the documents on the record, and are labelled as such wherever they appear.

Three limitations bear on what this study can and cannot establish. The *minuta* of Deed of Sale and Purchase Number 316/2005 was not among the materials reproduced in the decisions, so the contents of the deed are known only as recited by the courts. The PPAT was not a party at any tier, and consequently gave no account of the verification actually performed. It follows that this article does not assert, and cannot assert, that the PPAT has been adjudged negligent. What it does is measure the facts appearing on the record against the normative standard reconstructed from positive law, and state what legal consequences would follow if that standard were applied — a construction advanced by the authors, not a finding of any court.

## RESULTS AND DISCUSSION

### 1. The Verification Duty of the PPAT and the Legal Consequences of Its Breach

Analysis of the PPAT's responsibility must begin with legal status, since it is from status that authority is conferred and from authority that responsibility arises.<sup>16</sup> Article 1 point 1 of Government Regulation Number 24 of 2016, amending Government Regulation Number 37 of 1998, defines the PPAT as a public official vested with authority to draw up authentic deeds concerning certain legal acts relating to land rights or

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<sup>16</sup>Haridhy, Ismail, and Darmawan, "Perlindungan Hukum bagi Pembeli."

ownership rights over condominium units.<sup>17</sup> The definition places the office in a hybrid position: the authority is attributive and derives from the State as part of the land registration function, while the product of that authority is a deed governing a private relationship between citizens.<sup>18</sup> That hybridity is why responsibility cannot be located within a single legal regime, and must instead be construed across the civil, administrative, and professional-ethical domains at once.

In public law, authority and accountability attach together, in accordance with the maxim *geen bevoegdheid zonder verantwoordelijkheid*: statutory authority is not a facility placed at the disposal of the appearers' wishes but a function exercised on terms set by law.<sup>19</sup> Hans Kelsen's account of legal responsibility supplies the analytical vocabulary. Kelsen holds that to be legally responsible for certain conduct is to be liable to a sanction in the case of contrary conduct, and characterises negligence as a failure to exercise the care required by law — a form of fault distinguishable from, and less grave than, intention.<sup>20</sup> The formulation is directly serviceable here because it locates the legal question not in the official's state of mind but in the standard of care the law prescribes. Abdulkadir Muhammad's classification of tort liability into intentional tort liability, negligence tort liability, and strict liability refines the same point.<sup>21</sup> Where a power of attorney has not been adequately verified, the second category is the appropriate analytical lens: the issue is not complicity in the forgery but the satisfaction of a professional standard of scrutiny.<sup>22</sup>

Positive law states the PPAT's duty of care in fragments. Article 22 of Government Regulation Number 37 of 1998 requires only that the deed be read aloud or explained before at least two witnesses and then signed — a provision that is purely procedural and

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<sup>17</sup>Republic of Indonesia, Government Regulation Number 24 of 2016 on the Amendment to Government Regulation Number 37 of 1998 on the Position Regulation of Land Deed Officials.

<sup>18</sup>Martini, Takdir, and Firman Muhammad Arif, "Legal Implications of APHT Registered by PPAT More Than 7 (Seven) Working Days," *Unes Law Review* 6, no. 2 (2023): 5902-14.

<sup>19</sup>Tengku Erwinsyahbana, "Kewenangan dan Tanggung Jawab Notaris Pengganti Setelah Pelaksanaan Tugas dan Jabatan Berakhir," *Lentera Hukum* 5, no. 3 (2018): 323; A. Gotama, R. Nofrial, F. Fadlan, S. Respationo, and E. Erniyanti, "Analisis Yuridis Perlindungan Hukum terhadap Notaris sebagai Pejabat Umum dalam Sistem Peradilan Pidana Terkait Kewenangan Membuat Akta Otentik (Studi Penelitian di Kota Batam)," *Unes Law Review* 6, no. 1 (2023): 3731-42.

<sup>20</sup>Hans Kelsen, *General Theory of Law and State* (Cambridge: Harvard University Press, 1945); Hans Kelsen, *General Theory of Law and State* (New Jersey: The Lawbook Exchange, Ltd., 2005).

<sup>21</sup>Abdulkadir Muhammad, *Hukum Perusahaan Indonesia* (Bandung: Citra Aditya Bakti, 2010).

<sup>22</sup>Bagus Oktavian Abrianto, Xavier Nugraha, and Nathanael Grady, "Perkembangan Gugatan Perbuatan Melanggar Hukum oleh Pemerintah Pasca Undang-Undang Nomor 30 Tahun 2014," *Jurnal Hukum & Pembangunan* 48, no. 4 (2018).

says nothing about the substantive examination which must precede signature.<sup>23</sup> Article 39 paragraph (1) of Government Regulation Number 24 of 1997 supplies that substance, directing the PPAT to refuse execution where the original certificate is not submitted or does not conform to the registers at the Land Office; where a party is not entitled or does not meet the requirements to act; and where a party acts on an absolute power of attorney entailing alienation.<sup>24</sup> The second ground is pivotal: it establishes verification of capacity and authority as an affirmative duty of office rather than a commercial risk left to the parties. Article 97 paragraph (1) of Ministerial Regulation Number 3 of 1997 completes the chain by requiring prior examination at the Land Office of the conformity between certificate and registers before any deed of transfer or encumbrance is executed.<sup>25</sup>

Read systematically, the three provisions describe an integrated sequence rather than three unrelated obligations: examination of the legal data held at the Land Office; verification of the capacity and authority of the appearers; and reading and explanation of the deed before the parties and witnesses. That sequence is the minimum standard of diligence the office requires, and it is against that standard — not against any generalised notion of prudence — that conduct is properly assessed.

A power of attorney operates within this sequence as an instrument of representation that transfers the capacity to act, not the underlying property right.<sup>26</sup> Because the agent acts in the name of the principal, the validity of the agent's acts depends entirely on the validity of the source of authority.<sup>27</sup> Its validity is testable through three cumulative layers: formal validity, or whether the instrument genuinely originates from the person named as principal, established through authenticity of signature and identity;<sup>28</sup> sufficiency of content, or whether it expressly confers the power to sell, Article 1796 of the Indonesian Civil Code providing that a general power of attorney extends only to acts of administration and that express words are required for alienation; and the substantive

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<sup>23</sup>Republic of Indonesia, Government Regulation Number 37 of 1998 on the Position Regulation of Land Deed Officials; Michell Eko Hardian, "Pelaksanaan Pasal 22 Peraturan Pemerintah Nomor 37 Tahun 1998 pada Pembuatan Akta Tanah di Kantor Pejabat Pembuat Akta Tanah (PPAT)," *Perahu (Penerangan Hukum): Jurnal Ilmu Hukum* 8, no. 1 (2020), <https://doi.org/10.51826/perahu.v8i1.466>.

<sup>24</sup>Government Regulation Number 24 of 1997.

<sup>25</sup>Minister of State for Agrarian Affairs/Head of the National Land Agency, Regulation Number 3 of 1997 on the Implementing Provisions of Government Regulation Number 24 of 1997 on Land Registration.

<sup>26</sup>Indonesian Civil Code.

<sup>27</sup>Muhammad, *Hukum Perusahaan Indonesia*.

<sup>28</sup>Ferna Tamagangka and Mella Ismelina, "Tugas dan Kewenangan Notaris terhadap Keabsahan Dokumen pada Legalisasi Waarmerking dan Legalisir Ditinjau dari Undang-Undang," *Jurnal Ilmiah Indonesia* 7, no. 10 (2022).

authority of the principal, which rests on the maxim *nemo plus iuris ad alium transferre potest quam ipse habet*.<sup>29</sup>

With inherited land, the third layer carries a heavier burden than in an ordinary transaction. Because an unpartitioned estate is held jointly, alienation of the whole requires the concurrence of all co-heirs, and a certificate of heirship does not by itself dispose of that requirement.<sup>30</sup> The consequence is that an inherited-land conveyance executed through a power of attorney presents the PPAT with two absences at once – the physical absence of the principal and the procedural absence of the remaining co-heirs – neither of which the documents alone can resolve.

The material facts are these. The land in dispute is a parcel of 333 m<sup>2</sup> in Batu Merah Village, Sirimau District, Ambon City, registered under Right of Ownership Certificate Number 543 of 18 December 1978. The registered owner died in 2001 and title passed, on a certificate of heirship, to his surviving spouse, notwithstanding that four children of the marriage held the status of co-heirs. A power of attorney dated 10 September 2005 purported to appoint an agent, and on its basis Deed of Sale and Purchase Number 316/2005 was executed before a Notary/PPAT for Rp50,000,000.00 and subsequently registered.<sup>31</sup> The forgery emerged only in 2016, when the Ambon District Court found that the defendant had fabricated the instrument and signed it in both columns by imitating a signature copied from an identity card, and imposed five months' imprisonment.<sup>32</sup> The principal was alive at the time of the transaction and died in 2009, so the defect lay in the forged signature, not in termination of the mandate by death under Article 1813 of the Indonesian Civil Code.

Measured against the standard reconstructed above, four features of the record are material. First, the instrument grounding the seller's authority was an unnotarised and unlegalised private document, and so carried no evidentiary assurance as to the authenticity of the principal's signature. Second, it recited execution in Manado on 10 September 2005, while the land and the transaction were in Ambon – a discrepancy of place that on its face invited confirmation. Third, the instrument bore the signature of the same person in two distinct legal capacities, a defect apparent on comparison with the attached identity card. Fourth, the object was inherited land with four surviving co-heirs, so that the concurrence of the co-heirs was a precondition of authority. Each feature is a

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<sup>29</sup>I Ketut Oka Setiawan and Maya Sari, *Hukum Pendaftaran Tanah & Hak Tanggungan* (Jakarta: Sinar Grafika, 2019).

<sup>30</sup>Puspayudo and Handoko, "Pertanggungjawaban PPAT."

<sup>31</sup>Decision Number 88/Pdt.G/2017/PN.Amb.

<sup>32</sup>Decision Number 53/Pid.B/2016/PN.Amb.

fact appearing in the decisions; each corresponds to a step in the statutory sequence set out above.

Two propositions must here be kept distinct. The first is normative and established by positive law: Article 39 paragraph (1) required refusal where a party was not entitled or did not meet the requirements to act, and the four features above fall within the matters that provision directs the official to examine.<sup>33</sup> The second is evaluative and belongs to the authors: that, on the facts as recited in the decisions, the verification performed appears not to have reached the prescribed standard. The second is a construction advanced here, not a finding of any court — and it cannot be otherwise, since the PPAT was not a party, tendered no evidence, and had no opportunity to explain what examination was in fact carried out. Within Kelsen's framework the conduct as recorded would answer to the description of a failure to exercise the care required by law; within Abdulkadir Muhammad's classification it would fall under negligence rather than intentional tort, there being no indication of complicity.<sup>34</sup> Both statements are conditional on the record and are advanced as such.

Assessed against the general principles of good governance codified in Article 10 of Law Number 30 of 2014, in particular the principles of due care and legal certainty, the execution of a deed without adequate verification of representative authority would likewise fall short of the standard expected of the holder of a public office.<sup>35</sup> The applicability of those principles to a PPAT remains contested in the literature, given the civil character of the deed; the better view is that due care retains its force as a benchmark of official conduct precisely because the authority of the office derives from a delegated public function.<sup>36</sup>

One further feature of the record is corroborative rather than dispositive. The date of Deed Number 316/2005 is inconsistently recorded: parts of the reasoning give 18 December 2005, while the copy of the deed in evidence and parts of the High Court's reasoning give 18 November 2005.<sup>37</sup> The true date cannot be determined here, the *minuta* not having been reproduced in the materials analysed; what can be said is only that the discrepancy persisted uncorrected through four tiers.

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<sup>33</sup>Government Regulation Number 24 of 1997.

<sup>34</sup>Kelsen, *General Theory of Law and State* (1945); Muhammad, *Hukum Perusahaan Indonesia*.

<sup>35</sup>Republic of Indonesia, Law Number 30 of 2014 on Government Administration.

<sup>36</sup>Sri Olawaty Suaib and Melki T. Tunggati, "Peranan Notaris dalam Pembentukan dan Keabsahan Akta Pendirian Koperasi Merah Putih: Analisis Aspek Hukum Formil dan Materil," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 3, no. 6 (2025): 8305-19.

<sup>37</sup>Ambon High Court, Decision Number 20/PDT/2018/PT AMB, 16 July 2018.

Where the standard is breached, positive law makes three forms of liability available, with a fourth arising only exceptionally. *Civil liability* arises under Article 1365 of the Indonesian Civil Code on proof of an unlawful act, fault, loss, and causal connection.<sup>38</sup> *Administrative liability* arises under Article 62 of Government Regulation Number 24 of 1997, which subjects a PPAT who disregards Articles 38, 39, or 40 to sanctions from written reprimand to dishonourable discharge, expressly without prejudice to damages claims by injured parties – a saving clause confirming that the two are cumulative rather than alternative; the supervisory machinery is operationalised by Ministerial Regulation Number 2 of 2018.<sup>39</sup> *Ethical liability* arises from membership of the professional association, whose code provides graduated sanctions from reprimand to expulsion; where, as here, the official held concurrent commissions as Notary and PPAT, the standard of care may be drawn from both frameworks.<sup>40</sup> *Criminal liability* would attach only on proof of intentional complicity in the forgery, and no such evidence emerged.

Three limits must be stated plainly, since a normative construction that overstates its reach is of no use. The first derives from the nature of the truth an authentic deed guarantees. A PPAT warrants formal truth – that the appearers appeared, made the recorded declarations, and signed at the stated time and place – but not the material truth of everything the appearers assert, being neither an investigative authority nor equipped with forensic capacity.<sup>41</sup> The duty is therefore to conduct the examination the law prescribes, not to guarantee an outcome.

The second limit derives from the registration system. Relying on the Elucidation of Article 32 paragraph (2) of Government Regulation Number 24 of 1997, the District Court observed that Indonesia adheres to a negative publication system, which does not guarantee the absolute accuracy of registered data, though the system is not purely negative, since Article 19 paragraph (2) letter c of the Basic Agrarian Law requires continuing efforts to obtain and present accurate data.<sup>42</sup> On that basis the court held that the initiative to present accurate data rests primarily with the applicant for registration, and declined to find an unlawful act on the part of the Land Office.<sup>43</sup> The reasoning has

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<sup>38</sup>Indonesian Civil Code.

<sup>39</sup>Government Regulation Number 24 of 1997; Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency, Regulation Number 2 of 2018 on the Guidance and Supervision of Land Deed Officials.

<sup>40</sup>Republic of Indonesia, Law Number 30 of 2004 on the Position of Notaries, as amended by Law Number 2 of 2014.

<sup>41</sup>Fajri, "Pembuatan Surat Pernyataan."

<sup>42</sup>Government Regulation Number 24 of 1997; Republic of Indonesia, Law Number 5 of 1960 on Basic Agrarian Principles.

<sup>43</sup>Decision Number 88/Pdt.G/2017/PN.Amb.

an implication worth drawing out, and it is one this study advances rather than one the court stated. If the Land Office conducts no substantive examination of the deeds submitted to it, then the sole node in the conveyance chain that interacts with both the documents and the persons is the PPAT. The passivity of the registration system therefore raises rather than lowers the practical significance of the verification duty.<sup>44</sup>

The third limit is procedural and proved decisive in this case. However robust a normative construction of liability may be, it cannot be actualised while the official remains outside the litigation.<sup>45</sup> Defendants I and II raised a preliminary objection of defect of parties (*plurium litis consortium*) on the ground that the Notary/PPAT had not been joined.<sup>46</sup> The District Court dismissed the objection, holding that the choice of parties is the plaintiff's prerogative. The ruling is orthodox as a matter of civil procedure. Its consequence, however, was that the quality of the verification was not placed in issue at any of the four tiers, and the civil, administrative, and ethical consequences available in positive law were never engaged — not because they were found inapplicable, but because no claim or disciplinary report activated them.

## **2. The Judicial Construction of Good-Faith Purchaser Protection Across Four Tiers**

The good-faith purchaser is grounded in Article 1338 paragraph (3) of the Indonesian Civil Code, which requires that agreements be performed in good faith.<sup>47</sup> Good faith is conventionally divided into a subjective dimension, concerning the honesty and knowledge of the party at the time of the act, and an objective dimension, which measures performance against standards of reasonableness and propriety.<sup>48</sup> In a land transaction the two converge on one practical question: did the purchaser know, or ought the purchaser reasonably to have known, that the counterparty was not the owner or lacked authority to sell?

Supreme Court Circular Letter Number 4 of 2016, Civil Chamber Formulation Point 4, states the operative criteria in two categories.<sup>49</sup> The first concerns compliance with lawful procedure and valid documentation: for registered land, purchase before a PPAT

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<sup>44</sup>Dewi Anggraeni, Dhody A. R. Widjajaatmadja, and Zulkarnein Koto, "Kepastian Hukum Penerbitan Sertipikat Ganda bagi Pemegang Hak Milik atas Tanah oleh Kantor Pertanahan," *Jurnal Multidisiplin Indonesia* 2, no. 8 (2023): 2017–31.

<sup>45</sup>Tommy Hermawan Supardi, "Pembatalan Hak atas Tanah Berdasarkan Putusan Pengadilan Menurut Peraturan Kepala Badan Pertanahan Nasional Republik Indonesia Nomor 3 Tahun 2011" (Undergraduate Thesis, Universitas Pembangunan Nasional "Veteran" Surabaya, 2013).

<sup>46</sup>Decision Number 88/Pdt.G/2017/PN.Amb.

<sup>47</sup>Indonesian Civil Code.

<sup>48</sup>H. G. Tumulun, "Penerapan Asas Itikad Baik dalam Perjanjian Modal Ventura Berdasarkan Pasal 1338 Ayat (3) KUHPerdara dan Peraturan Presiden Nomor 9 Tahun 2009," *Lex Privatum* 6, no. 10 (2018).

<sup>49</sup>Supreme Court Circular Letter Number 4 of 2016.

in accordance with Government Regulation Number 24 of 1997, preceded by inquiry into the status of the land showing that it belongs to the seller, and transacted at a fair price. The second concerns substantive prudence: inquiry into matters relating to the parcel itself, including confirmation that the seller is entitled to the land on valid evidence of title, that the land is not under attachment or encumbered, and that an official statement has been obtained from the Land Agency as to the relationship between the parcel and the certificate holder.<sup>50</sup>

The architecture of these criteria indicates that protection operates as a legal reward for demonstrated diligence rather than as an automatic shield. The first category is procedural and readily proved by documents; the second is substantive and requires affirmative proof of what the purchaser actually investigated. They are to be read conjunctively, for without the second the first reduces to formalism. Doctrine supports that construction: Subekti defines the good-faith purchaser as one wholly unaware of dealing with a person who is not the true owner, and Khairandy as one who buys in the genuine belief that the seller is the owner.<sup>51</sup> Both definitions place reasonable absence of knowledge, rather than procedural compliance, at the centre of the concept.

Tables 1 and 2 set out the four decisions along the analytical axes described in the research method. Table 1 records the legal issue, the legal basis invoked, and the *ratio decidendi*; Table 2 records the position accorded to the purchaser and to the heirs, and the resulting legal consequence.

Table 1. Legal Issue, Legal Basis, and *Ratio Decidendi* Across the Four Decisions

| Decision                                               | Legal Issue Determined                                                                                                     | Legal Basis Invoked                                                                            | <i>Ratio Decidendi</i>                                                                                                                                                                   |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| No. 88/Pdt.G/2017/PN.Amb (District Court, 15 Jan 2018) | Validity of the conveyance and of the transfer of title where the seller's authority rested on a forged power of attorney. | <i>Nemo plus iuris</i> ; Decisions No. 170 K/Sip/1959, No. 663 K/Sip/1971, No. 343 K/Pdt/1985, | A conveyance founded on a forged instrument is defective as to the identity and consent of the titleholders; the seller was not an heir and lacked authority to alienate, so the deed is |

<sup>50</sup>Abdul Wahid, Elya Kusuma Dewi, and Sarip, "Kekuatan Alat Bukti Akta Otentik terhadap Akta Pejabat Pembuat Akta Tanah (PPAT) Berdasarkan Peraturan Pemerintah Nomor 24 Tahun 2016 Juncto Pasal 1868 KUHPerdara," *Mahkamah: Jurnal Kajian Hukum Islam* 4, no. 2 (2019): 205–19, <https://doi.org/10.24235/mahkamah.v4i2.5372>.

<sup>51</sup>Subekti, *Aneka Perjanjian* (Bandung: PT Citra Aditya Bakti, 1995); Ridwan Khairandy, *Itikad Baik dalam Kebebasan Berkontrak* (Jakarta: Program Pascasarjana Fakultas Hukum Universitas Indonesia, 2004).

|                                                          |                                                                                              |                                                                                                                   |                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                          |                                                                                              | No. 1904<br>K/Sip/1982;<br>Elucidation<br>of Art. 32(2)<br>GR 24/1997.                                            | void and the certificate<br>without binding force.                                                                                                                                                                                                                                   |
| No. 20/PDT/2018/PT<br>AMB<br>(High Court, 16 Jul 2018)   | Whether the<br>purchaser<br>qualifies for<br>protection as a<br>good-faith<br>purchaser.     | Art. 1338(3)<br>Civil Code;<br>Circular<br>Letter No. 4<br>of 2016;<br>Decision No.<br>252<br>K/Sip/1958.         | The criminal judgment<br>identified Defendant I<br>as sole perpetrator,<br>precluding attribution<br>to the purchaser; the<br>purchase was made<br>before a PPAT and<br>registered, hence<br>procedurally<br>compliant and entitled<br>to protection.                                |
| No. 1610 K/Pdt/2019<br>(Cassation, 17 Jul 2019)          | Whether the<br>appellate<br>reasoning<br>discloses an error<br>in the application<br>of law. | Art. 1338(3)<br>Civil Code;<br>Circular<br>Letter No. 4<br>of 2016.                                               | Because the sale<br>occurred before an<br>authorised official and<br>produced a registered<br>certificate, it was made<br>in good faith and in<br>accordance with the<br>applicable rules; the<br>forged instrument<br>remains a matter<br>between the plaintiff<br>and Defendant I. |
| No. 110 PK/Pdt/2021<br>(Judicial Review, 31 Mar<br>2021) | Whether a<br>manifest error or<br>oversight<br>occurred<br>warranting<br>review.             | Art. 1338(3)<br>Civil Code;<br>Circular<br>Letter No. 4<br>of 2016;<br>contract and<br>agrarian law<br>generally. | No manifest error<br>occurred; the<br>reasoning below<br>accorded with contract<br>and agrarian law and<br>with the Circular<br>Letter; a bona fide<br>purchaser is entitled to<br>protection and the<br>criteria were met.                                                          |

Table 2. Position of the Purchaser, Position of the Heirs, and Legal Consequence

| Decision                        | Position of the Purchaser                                                                                         | Position of the Heirs                                                              | Legal Consequence                                                                                                                                               |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>No. 88/Pdt.G/2017/PN.Amb</b> | Not in good faith: the court found dishonest intent, the parties having known the land belonged to third parties. | Recognised as lawful heirs; their proprietary claim upheld against the conveyance. | Claim granted in part; deed of sale declared void; transferred certificate declared without binding legal force; no unlawful act found against the Land Office. |
| <b>No. 20/PDT/2018/PT AMB</b>   | Good-faith purchaser entitled to protection; procedural compliance treated as establishing good faith.            | Status as heirs recognised, but the proprietary claim not upheld.                  | Prior decision set aside; on re-adjudication only the declaration of heirship granted; Deed No. 316/2005 declared valid.                                        |
| <b>No. 1610 K/Pdt/2019</b>      | Protection affirmed; transaction held compliant with prevailing rules.                                            | Confined to a claim in damages against Defendant I.                                | Cassation rejected; appellate decision upheld.                                                                                                                  |
| <b>No. 110 PK/Pdt/2021</b>      | Protection confirmed as final; criteria of the Circular Letter held satisfied.                                    | Confined to a claim in damages against the unauthorised seller.                    | Judicial review rejected; appellate decision final and binding; loss of the estate uncompensated.                                                               |

Source: analysis by the authors of the four decisions. Entries record only matters appearing in the reasoning of each decision; the quality of the PPAT's verification was not placed in issue at any tier and therefore appears in none of them.

Read across the tiers, the tables disclose a single movement. At first instance the court examined the source of authority and reached the subjective dimension of good faith directly, finding that the transaction had not been entered into honestly because the parties knew the land belonged to others, and applying *nemo plus iuris* together with the

standing precedents on defective consent and want of authority.<sup>52</sup> From the appellate tier onwards the centre of gravity shifted from the seller's authority to the purchaser's position: the High Court relied on Article 1338 paragraph (3), Circular Letter Number 4 of 2016, and Decision Number 252 K/Sip/1958, reasoning that the criminal judgment had identified Defendant I as sole perpetrator and that the purchase had been completed before a PPAT and registered.<sup>53</sup> Cassation affirmed, adding that the forged instrument remained a matter between the plaintiff and Defendant I, and judicial review rejected the petition for want of manifest error.<sup>54</sup> Across all four tiers the validity of the power of attorney ceased to be examined after first instance, and the quality of the PPAT's verification was at no point placed in issue.

The analytical significance of that movement lies in which criteria were activated. The appellate reasoning engaged one element of the first category – that the purchase took place before a PPAT – while the requirement of inquiry into title, the requirement of a fair price, and the whole of the second category were not separately addressed in the reasoning as recorded.<sup>55</sup> Yet it is precisely within the element requiring that the seller be entitled to the land on valid evidence of title that the difficulty lay: the person who appeared as seller was neither owner nor heir, and her authority rested solely on an instrument later proved false.

This is a methodological observation about the application of a standard, not an assertion that the disposition was wrong. Evaluation of fact is the province of the trial judge, and countervailing considerations were present – no evidence connected the purchaser to the forgery, and eleven years elapsed before the defect surfaced. The narrower point is that a standard drafted to operate cumulatively was applied, in the reasoning as recorded, through a single procedural benchmark.<sup>56</sup>

The consequence of that reduction is conceptual. When appearance before a PPAT becomes the operative determinant of good faith, the deed shifts in function – from an instrument of evidence that a legal act occurred, to a source of substantive legitimacy for

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<sup>52</sup>Decision Number 88/Pdt.G/2017/PN.Amb; Supreme Court of the Republic of Indonesia, Decision Number 170 K/Sip/1959.

<sup>53</sup>Decision Number 20/PDT/2018/PT AMB; Supreme Court of the Republic of Indonesia, Decision Number 252 K/Sip/1958.

<sup>54</sup>Supreme Court of the Republic of Indonesia, Decision Number 1610 K/Pdt/2019, 17 July 2019; Supreme Court of the Republic of Indonesia, Decision Number 110 PK/Pdt/2021, 31 March 2021.

<sup>55</sup>Wahid, Dewi, and Sarip, "Kekuatan Alat Bukti Akta Otentik."

<sup>56</sup>Fransiska Litanía Ea Tawa Ajo and Gunawan Djajaputra, "Analisis Keabsahan Akta di Bawah Tangan atas Jual Beli Tanah yang Mengandung Cacat Kehendak serta Penerapan Kriteria Pembeli Beritikad Baik (Studi Putusan Nomor 18/Pdt.G/2021/PN Wtp)," *Unes Law Review* 6, no. 2 (2023): 6639–52, <https://doi.org/10.31933/unesrev.v6i2.1525>.

representative authority that was never separately tested. A circularity follows: a deed produced without demonstrated verification is later invoked as proof that verification occurred. The more formally regular the deed appears, the stronger the purchaser's position becomes, irrespective of whether that regularity rested on substantive scrutiny.<sup>57</sup>

The conflict is distinctive because both sides stand on valid foundations. The heirs acquired by universal succession, a legal event transferring rights by operation of law on death; the purchaser acquired through a sale formalised in a PPAT deed and registered by issuance of a certificate.<sup>58</sup> Under *nemo plus iuris* the heirs' claim prevails, since the purported seller never held authority to alienate; under the principles of registration certainty and third-party protection the purchaser's position has equally substantial statutory backing.<sup>59</sup> The tension follows directly from a negative publication system with positive tendencies, which neither warrants the accuracy of the registers nor abandons the obligation to make them accurate.

Indonesian law contains a provision designed for precisely this collision. Article 32 paragraph (2) of Government Regulation Number 24 of 1997 incorporates *rechtsverwerking*, providing that where a certificate has lawfully issued to a person who acquired in good faith and holds actual possession, other claimants may no longer enforce their claims if they neither lodged written objection with the certificate holder and the Land Office nor filed suit within five years of issuance.<sup>60</sup> The provision did not appear in the reasoning of any of the four decisions. That absence is of academic significance, because it shows that the purchaser's protection was constructed primarily on a judicial circular and standing precedents rather than on the statutory mechanism enacted for the purpose.<sup>61</sup> A circular letter is an internal guideline for the judiciary and not legislation within the hierarchy of norms; resting the curtailment of an original owner's vested rights primarily upon such an instrument, while a Government Regulation lay available, raises a question of normative legitimacy that merits evaluation.<sup>62</sup>

Legal protection in Indonesian administrative law is conventionally divided into preventive protection, which forestalls disputes by allowing objection before an act is

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<sup>57</sup>Gotama et al., "Analisis Yuridis Perlindungan Hukum terhadap Notaris."

<sup>58</sup>Setiawan and Sari, *Hukum Pendaftaran Tanah & Hak Tanggungan*.

<sup>59</sup>Maharani, Saleng, and Rifai, "Analisis Perlindungan Hukum."

<sup>60</sup>Government Regulation Number 24 of 1997; Pasolang Pasapan and Lisma Lumentut, "Penerapan Asas *Rechtsverwerking* dalam Perolehan Hak atas Tanah Menurut Peraturan Pemerintah Nomor 24 Tahun 1997 tentang Pendaftaran Tanah (Kajian Hukum terhadap Putusan Peninjauan Kembali Mahkamah Agung Nomor 336 PK/Pdt/2015)," *Paulus Legal Research* 1, no. 1 (2021).

<sup>61</sup>Anggraeni, Widjajaatmadja, and Koto, "Kepastian Hukum Penerbitan Sertipikat Ganda."

<sup>62</sup>Supreme Court Circular Letter Number 4 of 2016.

finalised, and repressive protection, which resolves them afterwards through adjudication – a dichotomy useful here because it separates failures of prevention from failures of remedy.<sup>63</sup> At the preventive level the statutory machinery was comprehensive: mandatory production of the original certificate and verification against the registers under Article 39 paragraph (1) letter a of Government Regulation Number 24 of 1997 read with Article 97 of Ministerial Regulation Number 3 of 1997; mandatory verification of the appearers' capacity and authority under Article 39 paragraph (1) letter c; mandatory reading and explanation of the deed under Article 22 of Government Regulation Number 37 of 1998; and the possibility of a certificate block lodged by an interested party.<sup>64</sup> On the facts, none of these operated to prevent the outcome: the deed was executed and the transfer registered notwithstanding the invalidity of the seller's authority.

The entire burden therefore fell on repressive mechanisms, where the outcomes diverged sharply. For the purchaser, repressive protection materialised as refusal to invalidate the deed and judicial affirmation of the transferred certificate.<sup>65</sup> For the heirs it was reduced to a right to claim damages against the unauthorised seller, as the Supreme Court confirmed on judicial review.<sup>66</sup> That attribution is normatively accurate, since Defendant I committed the forgery and is primarily liable. Its practical adequacy is a separate question. Defendant I had served a five-month sentence, and the purchase price of Rp50,000,000.00 received in 2005 had long since been dissipated. The heirs were thus directed towards the single party least likely to be able to satisfy a judgment, through a fresh action carrying its own costs, delay, and evidentiary burden. The route available to them was formally complete and practically constrained.

The route positive law makes available against the official was not opened at all. Article 62 of Government Regulation Number 24 of 1997 expressly contemplates damages claims by parties injured through disregard of official duties, but was never engaged, the PPAT not having been joined and no disciplinary report lodged.<sup>67</sup> A normatively available and ordinarily more reliable source of compensation therefore remained unused – a function of the plaintiff's choice of parties and of the absence of

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<sup>63</sup>Philipus M. Hadjon, *Perlindungan Hukum bagi Rakyat di Indonesia: Sebuah Studi tentang Prinsip-Prinsipnya, Penanganannya oleh Pengadilan dalam Lingkungan Peradilan Umum dan Pembentukan Peradilan Administrasi Negara* (Surabaya: Bina Ilmu, 1987).

<sup>64</sup>Government Regulation Number 24 of 1997; Ministerial Regulation Number 3 of 1997; Government Regulation Number 37 of 1998.

<sup>65</sup>Decision Number 20/PDT/2018/PT AMB.

<sup>66</sup>Decision Number 110 PK/Pdt/2021.

<sup>67</sup>Government Regulation Number 24 of 1997.

any mechanism requiring the official's participation in litigation contesting the official's own deed.

The pattern disclosed by the foregoing analysis is proposed here as a distinct analytical concept, and it requires an operational definition if it is to do work beyond summarising the argument. *Verification-accountability asymmetry* denotes a configuration in which (i) the formal involvement of a verifying official is treated by a court as evidentiary of a third party's good faith, while (ii) the substantive quality of that official's verification is not placed in issue in the same proceedings, with the result that (iii) the evidentiary weight assigned to the involvement exceeds the scrutiny to which it has been subjected. The asymmetry is between two magnitudes – weight and scrutiny – and not between two parties.

So defined, the concept is distinguishable from four adjacent notions with which it might be confused. It is not *professional negligence*, which is a finding about an individual's conduct measured against a standard of care; the asymmetry can obtain whether or not the official was in fact negligent, since its defining feature is that the question was not asked. It is not *accountability* in the general sense of answerability for the exercise of authority; that is the condition whose absence the concept describes in one specific setting. It is not *good faith*, which is an attribute of a party; the asymmetry is an attribute of a reasoning structure. And it is not *legal protection*, which names an outcome; the asymmetry names the evidentiary route by which that outcome was reached. What the concept adds is the relational proposition that the more heavily formal involvement is relied upon to establish good faith, the more consequential the absence of scrutiny of that involvement becomes.

Three indicators allow the configuration to be identified in a decided case, and all three must be present. First, the reasoning expressly invokes the official's involvement as a ground for finding good faith. Second, the record discloses no examination of the substantive quality of that involvement – neither party pleaded it, no evidence addressed it, and the reasoning does not assess it. Third, the outcome allocates loss to a party who did not participate in the defective act. Each indicator is verifiable from the text of the decision, which makes the concept falsifiable: a decision in which the official's conduct was pleaded and assessed, or in which good faith was established on substantive grounds independent of the official's involvement, would not exhibit the pattern.

Three mechanisms sustain the configuration, and they are mutually reinforcing. The first is the reduction of a cumulative standard to a single procedural proxy, which permits the substantive elements of the standard to go unexamined. The second is the functional shift of the deed from evidence of a transaction into a source of legitimacy for

representative authority. The third is the absence of any procedural route by which the official's participation can be secured where the plaintiff does not seek it, leaving official accountability contingent on a pleading decision taken for unrelated tactical reasons.

Two limits should be stated. The concept describes a structural pattern, not a judicial error: each mechanism is individually orthodox, and the configuration arises from their interaction rather than from any misapplication of law. It is also scope-conditioned, presupposing a registration system that does not guarantee substantive accuracy, a verification duty imposed on an official who is not a necessary party, and a standard of good faith that admits proof by procedural compliance. Where any of those conditions is absent — in a positive registration system, or where joinder is compulsory — the configuration should not be expected to arise. Derived from one case series, the concept requires testing against further decisions before any claim about its prevalence can responsibly be made.

The distributive result in the present case can be stated without rhetorical elaboration. The purchaser retained the land with judicial confirmation of title; the forger served a five-month sentence and became the sole, practically insolvent target for damages; the Land Office was held not liable by reference to the passivity of the registration system; the PPAT's conduct was not adjudicated; and the heirs, who took no part in the defective act, bore the uncompensated loss of the estate.

A law-and-economics reading of that distribution is available, and its methodological basis should be stated rather than assumed. The relevant proposition is the least-cost-avoider principle: where a loss is avoidable by more than one party, an efficient liability rule assigns it to the party able to prevent it at lowest cost. The application is derived from the legal findings above rather than imported to decorate them. The steps that would have disclosed the defect — comparison of signatures against the identity card, confirmation with the principal, inquiry into the co-heirs' concurrence — are steps Article 39 paragraph (1) already requires of the PPAT, so their cost is already sunk in the standard of office.<sup>68</sup> The purchaser would have had to replicate an examination the law assigns to the official, and the heirs could not intervene at all. The doctrinal implication is limited but real: where liability does not attach to the cheapest preventer, the incentive the statutory duty is designed to create does not operate. This is an analytical proposition derived from the norms, not an empirical claim about how officials respond to liability exposure.

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<sup>68</sup>Philipus M. Hadjon, *Perlindungan Hukum bagi Rakyat di Indonesia: Sebuah Studi tentang Prinsip-Prinsipnya, Penanganannya oleh Pengadilan dalam Lingkungan Peradilan Umum dan Pembentukan Peradilan Administrasi Negara*

The findings support a reconstruction resting on one principle: protection of the purchaser should be coupled with accountability of the official rather than substitute for it. So long as the official's involvement is treated as a marker of good faith, the quality of that involvement must be justiciable; if it cannot be tested, it cannot serve as an exclusive proxy.

*First, the verification standard for powers of attorney to sell.* A norm should require that any power of attorney to sell registered land take the form of a notarial deed or a legalised private instrument, coupled with an affirmative duty on the PPAT to confirm authority directly with the principal and to compare signatures against official identity documents.<sup>69</sup> That duty can now draw on electronic population-data verification, which affords cross-checking capacity that did not exist in 2005. The proposal addresses the gap identified above and gives concrete content to the principle of due care under Article 10 of Law Number 30 of 2014.<sup>70</sup>

*Second, procedural access to scrutiny of the official.* Civil procedure should permit a court, *ex officio*, to summon the PPAT as a party or at least as a co-defendant in proceedings contesting the validity of a deed the PPAT executed, or alternatively to notify the supervisory board so that administrative oversight may proceed in parallel. Such a mechanism would not impair the plaintiff's right to frame the claim, but would prevent dismissal of a defect-of-parties objection from extinguishing official scrutiny altogether.<sup>71</sup>

*Third, refinement of the good-faith guidelines.* The criteria in Circular Letter Number 4 of 2016 should be expressly reaffirmed as cumulative, so that findings of good faith do not rest solely on execution of a deed before a PPAT.<sup>72</sup> A specific guideline should be added providing that where the seller's authority rests on a power of attorney, assessment of good faith extends to whether the purchaser took reasonable steps to confirm the authenticity of that instrument. The doctrinal footing would be firmer still if protection of the bona fide purchaser were anchored in Article 32 paragraph (2) of Government Regulation Number 24 of 1997, so that curtailment of an original owner's rights rests on a statutory norm rather than an internal judicial guideline.<sup>73</sup>

*Fourth, a recovery mechanism.* Where the purchaser is protected and restitution is barred, the original owner should not be confined to pursuing an insolvent forger. A compensation scheme grounded in professional indemnity – mandatory indemnity

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<sup>69</sup>Tamagangka and Ismelina, "Tugas dan Kewenangan Notaris."

<sup>70</sup>Law Number 30 of 2014 on Government Administration.

<sup>71</sup>Ministerial Regulation Number 2 of 2018.

<sup>72</sup>Supreme Court Circular Letter Number 4 of 2016.

<sup>73</sup>Government Regulation Number 24 of 1997.

insurance or a guarantee fund administered jointly by the professional association and the responsible ministry – would give practical content to the damages claim Article 62 of Government Regulation Number 24 of 1997 has always contemplated.<sup>74</sup> It requires feasibility study as to funding, coverage limits, and claims administration, and is offered as a policy direction rather than a finished design.

The four proposals are complementary and operate at different stages: the verification standard preventively, procedural access and the good-faith guidelines at the repressive stage, and indemnity at the remedial stage. Taken together they would allow protection of the good-faith purchaser to be preserved, in the interest of certainty in land commerce, without the loss falling entirely on parties who took no part in the defective act and without official conduct remaining outside the reach of legal consequence.

## CONCLUSION

On the first question, positive law attaches determinate consequences to a PPAT's failure to verify a power of attorney. The duty itself is reconstructible from Article 39 paragraph (1) of Government Regulation Number 24 of 1997, Article 22 of Government Regulation Number 37 of 1998, and Article 97 of Ministerial Regulation Number 3 of 1997, which together describe an integrated sequence of examination rather than three separate obligations. Breach of that standard is capable of generating civil liability under Article 1365 of the Indonesian Civil Code, administrative liability under Article 62 of Government Regulation Number 24 of 1997 read with Ministerial Regulation Number 2 of 2018, and professional-ethical liability, with criminal liability arising only on proof of intentional complicity. In the case examined, none of these consequences was actualised, because the PPAT was not joined as a party and the defect-of-parties objection was dismissed on the ground that the choice of parties is the plaintiff's prerogative. The quality of the verification was accordingly not adjudicated at any tier, and nothing in this article should be read as a finding that it was legally deficient; the assessment offered is a normative construction measured against the recorded facts.

On the second question, the four decisions disclose a determinate movement in reasoning. At first instance good faith was assessed substantively, by reference to the parties' knowledge and to the seller's want of authority under *nemo plus iuris*. From the appellate tier onwards it was established principally through the procedural fact of execution before a PPAT and subsequent registration, by reference to Article 1338

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<sup>74</sup>Philipus M. Hadjon, *Perlindungan Hukum bagi Rakyat di Indonesia: Sebuah Studi tentang Prinsip-Prinsipnya, Penanganannya oleh Pengadilan dalam Lingkungan Peradilan Umum dan Pembentukan Peradilan Administrasi Negara*

paragraph (3) of the Indonesian Civil Code, Circular Letter Number 4 of 2016, and Decision Number 252 K/Sip/1958, while Article 32 paragraph (2) of Government Regulation Number 24 of 1997 was not invoked. The normative relationship between the two questions emerges at that point: the evidentiary weight placed on the official's involvement increased across the tiers, while the scrutiny applied to that involvement was not engaged at any of them. This is the configuration the article terms verification-accountability asymmetry, identifiable by three textual indicators and sustained by three mechanisms — reduction of a cumulative standard to a procedural proxy, the shift of the deed from evidence to source of legitimacy, and the absence of a route compelling the official's participation.

The contribution is therefore twofold: an integrated statement of a verification standard that positive law presently leaves dispersed, and a defined, scope-limited concept for analysing decisions in which formal involvement carries evidentiary weight disproportionate to the scrutiny applied to it. Four reforms follow — an explicit verification standard for powers of attorney to sell, a procedural route for judicial or supervisory scrutiny of the official, express reaffirmation that the good-faith criteria are cumulative together with statutory anchoring of purchaser protection, and a professional indemnity mechanism. The concept is derived from a single case series and is offered for testing against a wider body of decisions, which is the natural next step for research in this area.

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