



The Legal Consequences of the Criminal Acts Signature in the Deed of Land Purchase in front of the Land Deed Official

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Abstract. Everyone needs evidence regarding a right and an event that occurred. In practice, the Official for Making Land Deeds is an official who is given the authority by government regulations to make authentic deeds. An authentic deed is a proof that is perfect, complete and binding, so that the truth of the things written in the deed must be acknowledged for its truth. An authentic deed contains statements from the parties which are used as the basis for making an authentic deed. Problems arise when the contents of the deed are not in accordance with reality, because there are parties who falsify the signatures in the Sale and Purchase Deed made by the PPAT. The research in this article is normative by using literature studies, documents studies, studies and existing decision studies. With this research, it is hoped that we can find out the legal consequences of forging signatures in the land sale and purchase deed and find out the legal remedies that can be taken when carrying out fake signatures in the land sale and purchase deed.

Keywords: Forgery, Land Registration, Legal Remedies

Introduction

The land is an area with economic potential capable of supporting human groups (in the form of forests, rivers, mountains, mineral resources, or agricultural lands) and is internalized as the cultural base of the community concerned. Serves as potential economic value and potential cultural value (Arba, 2017).

Significance soil for life man makes soil have more function from one, i.e., *social* and *capital assets*. *Social assets* here have that meaning soil is means in tie unity social in life society in Indonesia (Santoso Urip, 2018).

Capital assets have that meaning soil has scored a robust economy. The land will always grow in value, not only for activity commerce but for a longan extended investigation period. By regulation legislation, the land must be exploited and used massively deep to framework the public's well-being while noticing sustainability (Achmad Rubzie, 2017).

Certainty laws on soil in Thing about location, boundaries, area field land, as welland correct subject on soil the guaranteed by the Indonesian government with method stage service registration regulated land by applicable laws. This conducted Indonesian government could ensure absolute right on soil inhabitant his country (Hadiswati, 2014).

Constitution Number 5 of 1960 concerning Fundamental Basic Rules Agrarian later called with UUPA in it explained that destination from registration soil is a registration program land held by the government held with destination ensure certainty law throughout Indonesian region based stipulated rules and regulations in Regulation Government (Budi Harsono, 2003).

the article meant that the Government has a duty so that all Indonesian citizens carry out land registration to achieve legal certainty and minimize land disputes. *Recht cadaster or legal cadaster* is the designation for registration owning land, meaning to ensure certainty law (Budi Harsono, 2003).

Government Regulations for next called with PP, Number 24 of 1997, about Land Registration as implementing regulation of UUPA inside it set provision that for transfer right on soil Required for proving it with deed made by the PPT. Regulation of the steps taken to ensure that there exists something assurance and protection law on transition right on the ground (Bachtiar Effendi, 1993).

The deed is a writing made with meaning on purpose for Becomes proof of something incident or later incident approved by the party that made it with sign

way dream as form authentication from the party that made it. Civil Code share deed into two criteria, namely: (Merlyani, 2019).

1. Deed lower hands (*underhands*)

Deed lower hand is deed results made by the parties to the deed without attending or in front of an authorized official. During the parties no submit object in form disclaimer to truth written truth in deed the so deed lower hand that have strength law comparable with deed authentic.

2. Deed authentic

Deed authentic is deed results artificial officials who have authority to make or legalize in a manner authentic something deed law is carried out or something situation witnessed by the official in possession authority for it. Official generals have the authority to create and approve deeds authentic to the Notary, Officer Maker, Land Deed, Judge, Bailiff at one court, employee Recording Civil, and so on.

PP No. 37 of 1998 concerning Regulation Position Official Maker Land Deed in it explains that Duty from PPAT is for doing activity registration soil with method make tool proof to deed law to right on soil with form right owned, or right owned by on unit house stacking, which is described in a deed issued authentic as valid proof for Becomes base registration right on soil the. Deeds law as the on includes:

1. Sell buy
2. Swap exchange
3. Income to in company (Inbrenng)
4. Distribution right together
5. Giving Building use rights/rights Use on soil right owned
6. Giving Right dependents
7. Grant of Power of Attorney Right Dependent

Article 101 of the ATR/BPN Ministerial Regulation No. 3 of 1997 explains that in making a deed sell, there are several governing provisions that interested parties must present in a manner completely in making the deed done before the PPAT. If any disabled party so must prove with exists letter power as arranged in applicable laws.

PPAT obligations in the process of doing a deed to the parties with interest are to give an explanation from the content deed made about the intent and purpose, then give education about the next step to conduct in the registration process soil by regulation legislation. Parties here are those who do deed laws and those who become party agreement good mentioned in deed or mentioned in document become one unity with deed the.

UPPA was legalized as law on September 24, 1960. This BAL is legal as national agrarian law replaces and removes good regulation nor decisions made by the

government of Dutch East Indies as known with *Agriculture Wet Stb* 1870 Number 55, and also repeals *Agrarische whistle Stb* 1870 Number 118.

UUPA regulates Land Registration for Holder Land rights, including obligations for holder Property rights are set in Article 23 UUPA; the obligation for holder Cultivation rights is regulated in Article 32 UUPA, obligations for holder Building use rights are regulated in Article 38 UUPA; and obligations for holder Right Use set in Article 41 UUPA.

Land Registration, or *Land Registration*, means that soil becomes object registration. In implementation registration, presenting physical data like its location, limit, and extent makes soil an object served in the land register form. "Cadastre," which is another word for the language Latin, i.e., "capistratum," means activity field physique in list form containing data about the ground (Budi Harsono, 2003).

Land Registration, as described in Article 1 number (1) PP No.24 of 1997, is a sequence of activities carried out by the government in a manner sustainable, continuous, and systematic, which among other things, collective data, processing, bookkeeping and imaging and monitoring of data both in the form of physique nor juridical with form maps and lists of each field good that land, house, unit house arrange with it including evidence ownership rights the.

PP No. 24 of 1997 therein explains registration land, which is form from improvement scope activity registration land in Article 19 Paragraph (2) PP No.10 of 1961 where inside it only load activities in the form of measurement, mapping and bookkeeping land, registration and transfer right on the soil as well as gift sign proof right as strong tool evidence (Muhammad Yamin Lubis, 2008).

Illegal means punishment or sanctions with intentionally given by the state or wear to subject law, which is legal procedures and determinations has stated guilty through the court with a penalty given as a judicial process criminal (Monaga, 2022).

Justice criminal consists of the functions, structures, and processes carried out by the institution's state apparatus like police, prosecutors, and courts to make a decision, as well role institution all penitentiary correlated with handling as well as a court for perpetrator crime (Bambang Waluyo, 2004).

Indonesian criminal law is divided into several parts, namely: (P.A.F Lamintang, 1984).

1. Criminal Law Objective (*Ius punale*)
2. Criminal Law Subjective (*Ius puniendi*)
3. Criminal Law General
4. Criminal Law Special

False has a synonym from definition no legit, imitating or sleeping, or fake, or no authentic or genuine. The word forgery means the activity carried out with no

authentic good from methods, processes, and manufacture. Definition This explains that the word fakehase means no original, or no authentic, whereas forgery is a verb that describes the process of making something it doesn't feel authentic. So that elemoffrom forgery exists perpetrators and the existence of falsified goods. With destination for forgery (Departemen Pendidikan Nasional, 2008).

Based on the background behind the such identification obtained problem in writing the article, this is How consequence civil law from following criminal forgery? Sign a hand on the deed Sell or Buy on land? How effort mandatory law did for Rahmad Yuli Basuki to get to return Right as owner Certificate Property Right Number 10550/ Sukabumi based on the results decision Case Criminal Number: 1027 K/PID/2021 and results in decision Case Civil Number: 369 K/PDT/2021?

Crime in form forgery inside it has elements that are not Correct in Thing this object that is fake that thappearspear as if Correct but leaves behind what's there. In another thing, falsification means a deed copying other people's work with a destination profit sure without specific permission is legal and violates the right creation done intentionally (Ismu Gunadi, 2011).

The description above shows that the preparation or making of a PPAT Agreement or Deed requires high dedication and accuracy. "The PPAT is required to always comply with existing regulations and apart from that the PPAT is also required to be careful in the implementation of the making of the deed, by paying attention to and carrying out all the procedures that have been set so that in the future there will be no problems with the deed he made which will harm other parties."

Follow criminal case forgery sign hand in decision criminal number 1027 K/PID/2021 and the decision case civil where is number 369 K/PDT/2021 Defendant on name Purwanto Bin Bajuri has proven to do follow criminal forgery sign hand from Rahmad Yuli Basuki attached to the deed sell buy PPAT.

Research methods

The problem approach used in this study is normative juridical and empirical juridical approaches. normative juridical approach is an approach through the study of literature (library research) by reading, quoting and analyzing legal theories and laws and regulations related to problems in research. The data

sources used are primary data sources and secondary data sources. Primary data sources are data obtained by conducting direct research on research objects by interviewing informants. Secondary data sources are additional data obtained through library research by reading, studying and citing various theories, principles and regulations related to problems in research.

Discussion

1. Due To Civil Law From The Criminal Action Of Signature Forgotten On Land Sale And Purchase Deed

Chronological from follow forgery sign hand on the PPAT deed is Rahmad Yuli Basuki is the owner original of a plot of soil with Number Property rights 10550/skb located on Island Road Singkep Sukabumi, the City of Bandar Lampung with 5.000m² area that he bought from Supri Herawati in 2004 before PPAT Akhmadi Lachlan Lachlan, SH, MH, with Deed Sell Buy Number 297/ Sukarame /2004.

In 2012 when Rahmad Yuli Basuki was serving his sentence at the Way Hui Penitentiary in South Lampung Regency, Rahmad ask to Mulyadin alias Udin for looking for loan funds of 150,000,000 (one hundred fifty million rupiahs) with Certificate Property Right Number 10550/ Skb as a guarantee, which then Thing this is accepted Udin with meet Fauzi Sharif for telling the aims and objectives ordered by Rahmad.

At the time, Fauzi Sharif did not accept pawns; however, they would cash out with the offer scheme and work the same residential property business on location. Udin then met Rahmad to convey a message from sibling Fauzi Sharif and get an agreement from Rahmad provided the sibling Rahmad gets loan money of 150,000,000 (one hundred fifty million rupiahs). Udin then delivered the Certificate Property Rights to Fauzi Sharif and others day then Fauzi handed over Rp. One hundred fifty million to Udin, later submitted to Yuniarti, the wife of Rahmad Yuli Basuki.

2013 Udin conveyed to Rahmad that Fauzi cannot make an effort for the property housing area again and will be continued by Amir Santoso. Later, Udin and Amir meet Rahmad, who is still punished in the institution's penitentiary, and Rahmad state agrees if the effort to property Amir continues. Then Amir met Fauzi Sharif to tell you that Amir would continue his efforts th.

However, Fauzi asks for return costs already issued for a property, the Rp. 300,000,000 (three hundred million rupiahs) divided by IDR 150,000,000 as

funds submitted cash to Rahmad, and another Rp. 150,000,000, the funds used for clean land, create value, and on-site bridge soil.

Amir Santos then met Purwanto and told them that if interested in buying a plot of land, then Amir owned land in Sukabumi, Bandar Lampung. Purwanto, together with Amir, reviewed the location soil such, which then Purwanto had an interest in the land and will buy the soil with a payment cut debt of 400,000,000 (four hundred million rupiahs) following the gift of a Toyota Camry color car black-owned by Purwanto and cash 150,000,000 (one hundred fifty million rupiahs), and Amir agrees with payment the.

Purwanto, however, then made a receipt as proof of repayment payment soil worth IDR 1,000,000,000 (one billion rupiahs) marked handled by Amir as if Amir accepted that amount of money from Purwanto then used the money and used the Toyota Camry as money for redeeming certificate to Fauzi Sharif. Purwanto, at the time, knew that the land he bought was owned by Rahmad Yuli Basuki, not by Amir Santoso.

2013 Purwanto came to BNI bank and met Rini with the destination for add loan with guarantee Certificate Property Right Number 10550/ Skb owned by Ramadan Yuli Basuki, who later Bank BNI employees surveyed to locate and advise Purwanto to come over Notary and PPAT Fatimah, SH, as the PPAT who has work same with Bank BNI for return process name Certificate the.

Purwanto, later together wife and Amir, came to the office of Fatimah, SH, located on Jalan MH. Thamrin No. 82B City of Bandar Lampung, for explaining that Purwanto wants to add a loan at Bank BNI with a guaranteed Certificate. Amir Santoso feels that payment the already been paid off, then Amir and Purwanto ask to be made Deed Sell Buy for the return process name certificate.

Fatimah, S.H., for several days, then contact Purwanto to sign Deed Sell Buy at his office. Purwanto came together with his wife, and Amir came happy, a man who doesn't know Purwanto, at 14.00 WIB. After waiting until 17.00, WIB Rahmad Yuli Basuki did not come, then Purwanto, with Muhammad Murshid and Amir Santoso, signed Deed Sell Buy The number 327/2013.

Purwanto in Thing this to do action forgery accompanied with Amir Santoso, who arrived moment this not yet caught, along with witness Fatimah, SH, on April 26, 2013, at Jalan MH. Thamrin Number 82 B, do the deed with order enter the description false in a deed authentic and tell people to interpret that deed as

authentic as if Correct the statement. A certificate behind the name the Becomes on name Purwanto, then made collateral at Bank BNI located on Jalan Kartini Tanjung Karang 1,300,000,000 IDR (one billion three hundred million rupiahs).

In 2016, when Rahmad Yuli Basuki finished serving time, they checked the location soil it and found a workshop truck from Mulik Johan, who got permission from Purwanto. Rahmad, who doesn't once feel sell soil to Purwanto, then meets Purwanto in his office. According to the description of Purwanto, he bought soil from Amir Santoso; however, Rahmad in Thing did not once give power to Amir to sell soil, and Rahmad did not receive money from the sale of soil.

Rahmad then makes a report to Lampung Police. Signature Rahmad Yuli Basuki inside deed sell to buy the stated false as in Minutes of Examination Laboratory Criminalistic with LAB Number: 09/D'TF/2019 dated 21 February 2019, due to which deed the had raised loss to Rahmat Yuli Basuki as holder right on the soil before then falsified worth less than IDR 5,000,000,000 (five billion rupiah).

Indonesian Civil Law knows several terms: canceled, null and void, got cancel, cancel, cancel, and cancel. Civil Code in context law agreement loads several reasons for canceling an agreement. The reason they grouped into five categories, which include: is as follows:

1. No fulfillment requirements are stipulated by law for the type of agreement formal. Which results in the agreement being null and void
2. No fulfillment condition legit agreement, which results in
 - a. agreement null and void, or
 - b. the agreement could be canceled;
3. fulfillment condition void on type conditional agreement
4. cancellation by party third on base action *Paulina*
5. cancellation by the party given authority special based on Constitution

Condition subjective as the legit agreement is the skills of the parties who made it agreement one in principle throughout; no otherwise specified in law is considered capable of *bevoegdheid* or someone who doesn't have authority to do action law.

One who doesn't arbitrarily do action law is prohibited by law from no to do action law specific. So, categorizing a person as someone who doesn't arbitrarily do deed law does not yet mean they are not competent to do deed law.

The agreement made by *handelingsonbevoegdheid* or a person determined by law no has authority resulted in a null and void agreement. A provision in regulation legislation is regulation law that has nature compel so that no one could deviate (Herlien Budiono, 2009).

2. Legal Measures Should Be Taken So That Ahmad Yuli Basuki Can Return His Rights As The Owner Of Proprietary

Return process name carried out at the State Land Agency (BPN) according to Article 37 Paragraph 2 Regulations Government Number 24 of 1997 concerning Land Registration, only could be conducted with proof transfer legal rights that are forged deed authentic. Deed authentic in Thing this could form deed made by PPAT or decision court that has strength law stay.

Effort Rahmad 's law Yuli Basuki must go through two tracks, that is, a lawsuit in a manner civil to obtain a decision condemnatory, which contains punishment to the stated party lost in the verdict, where in the case this is Purwanto if stated lost so punished with the cancellation Deed Sell Purchase made before the PPAT, as well as the Land Office punished for flip name certificate on name Purwanto to Rahmad Yuli Basuki as the rightful owner.

Path other than that is a lawsuit in a manner civil for obtaining decision characteristic declaratory that is giving a decision statement (declaration) that contains the determination of something right or deep title. The thing is this, for a state where Purwantoaction follows criminal forgery, sign hands.

On April 26, 2013, to be precise, Defendant I obtained the Right on owned land Plaintiff based on Deed Sell Buy No. 327/ Skb /2013 dated 26 April 2013 before PPAT Fatimah. Currently, no one agrees, agrees, r signs letters transition right in front of the Notary / PPAT (because still undergoing punishment in prison). Based on the results inspection Party Police, that is known as Plaintiff through Minutes of Examination Laboratory Criminalistics No. Lab. 09/DTF/2019 dated 21 February 2019.

The conclusion from the results inspection in a manner laboratory Criminalistic, one could conclude that The QT Proof Signature is NON -Identical to KT's signature, or in other words signature in the name of Rahmat Yuli Basuki, who was questioned in 1 (one) copy of Deed Sell Buy Land Number 327/ Skb /2013 above name Purwanto dated 26 April 2013 with signature on name Rahmad Yuli Basuki Comparator is a different signature.

Examination results follow criminal Police Country Republic of Indonesia Lampung Region through Directorate Detective Criminal General No. B/318/VI/RES.1.9/2019 dated 28 June 2019 regarding Notification Development of Case Results explains, in essence, set Purwanto Bin Bajuri as a Suspect. With offense Article 263 jo. 264 paragraph (1), i.e., falsify letter or enter description false in something Deed.

Civil judges consider that tied to the base that follows criminal; no one could assume because the accusation must concretize or proven in a decision court crime that has strength law stay. However, the results in Laboratory Criminalistics stated that the sign hand is not identical with specimens. So because there is not yet a decision court that has Permanent Legal Force stating that Deed Sell Buy in a manner law disabled juridical, then the Plaintiff no have a base law stating that the deed is authentic in a manner law is not legitimate especially stated Cancel By Law because lawsuit Plaintiff still Premature.

Tanjung Karang Dalam District Court decision the crime with Number Decision 1/ Pid.B /2021/PN Tjk explain That which was present at the time signing Deed Sell Buy Number: 327/ Skb /2013 dated 26 April 2013 is defendant together wife the accused, Amir Santoso and Muhammad Murshid whereas witnessing Rahmad Yuli Basuki and witness Yuniarti no once present facing witness Fatimah, SH., That witness Fatimah, SH., ordered witness Sukarno as an employee Fatimah, SH., asking signature of witness Rahmad Yuli Basuki and witness Yuniarti on Deed Sell Buy Number: 327/ Skb /2013 dated 26 April 2013 said.

Purwanto Bin Bajuri, based on the facts above, the Panel of Criminal Judges decided that Defendant Purwanto Bin Bajuri has proven valid and convincing guilty. To follow criminals in a manner together, give a description false into the Deed Authentic as if it were a factual description. And then drop criminal to Defendant Purwanto Bin Bajuri because of that with criminal prison for 2 (two) months as explained in Decision Tanjungkarang District Court Number 1/ Pid.B /2021/PN.TJK dated 03 May 2021.

Purwanto Bin Bajuri then appealed to Tanjung Karang High Court, which later memory he appealed received by the Court of Appeal dated 10 May 2021, with the main thing stating that the indictment from the Prosecutor General was not proven in manner valid and convincing; liberate Purwanto Bin Bajuri in the

indictment such; instruct Secrete Purwanto Bin Bajuri from in custody and return dignity Purwanto Bin Bajuri into the circumstances back.

High Court then weighed that After High Court studied carefully file matters and descendants' official decision Tanjung Karang District Court Number 1/ Pid.B /2021/ PN.Tjk May 3, 2021, as well as memory appeal of The Defendant's Legal Counsel, then The High Court agreed with the judge's judgment first in the verdict that the defendant has proven valid and convincing guilty To do follow criminal as charged to him. The judgment of the grade judge is first taken, transferred, and used as consideration High Court itself in disconnect cases. This, except for a crime dropped by a grade judge first, according to High Court, is too light and fair. The verdict will be mentioned if the defendant is punished, like in Amar.

High Court in the verdict with Decision Number 83/PID/2021/PT.TJK dated 31 May 2021 that decides Purwanto Bin Bajuri proven in a manner valid and convincing greet to follow the criminal in a manner together give description false into the Deed Authentic as if description that is real, then drop to Purwanto Bin Bajuri criminal prison for 10 (ten) months.

Based on the decision ink from the court crime has been set in a manner valid and convincing that Purwanto Bin Bajuri do action forgery sign hands, then later attempts will conduct is with submitting a lawsuit civil to Court for obtaining a judgment that is a condemnation which means that decision the is containing punishment or judgment where the losing side punished for To do something. In Thing, this so accused will punish with the cancellation deed sell buy such, which then for participating the defendant in Thing this is the Land Office, punished for return right ownership to Rahmad Yuli Basuki with base Decision Condemnatoir the.

Conclusion

Based on the discussion on such conclusion of writing article, this is as follows condition is subjective as the legit agreement is the skills of the parties who made it agreement. Everyone in principle throughout, no otherwise specified in the law, is considered capable of doing action law in context agree to raises engagement. Handelingsonbevoegdheid or someone who doesn't have the authority to do action law. One who doesn't arbitrarily do action law is prohibited by law from no To do action law specific. So, categorizing a person as someone who doesn't

arbitrarily do deed law does not yet mean a the not competent in To do deed law. The agreement made by handelingsonbevoegdheid or a person determined by law no has authority resulted in a null and void agreement. A provision in regulation legislation is regulation law that has nature compel so that no one could deviate. Based on the decision ink from the court, the crime has been valid and convincing that Purwanto Bin Bajuri did action forgery sign hands. Later attempts will conduct submitting a lawsuit civil to Court to obtain a judgment that is a condemnation which means that the decision contains punishment or judgment where the losing side is punished for doing something. In Thing, this so accused will punish with the cancellation deed sell buy such, which then for participating the defendant in Thing, this is the Land Office, punished for returning proper ownership to Rahmad Yuli Basuki with base Decision Condemnatoir.

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