



LEGAL CONSEQUENCES OF FORGERY IN SIGNATURES ON SALE AND PURCHASE DEEDS OF LAND RIGHTS (Case Study: Decision No. 58/Pdt.G/2020/PN Kwg)

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Abstract Purchasing and selling, giving, swapping, and other methods are some of the ways that land may be acquired. Buying and selling is a reciprocal arrangement wherein one party, the seller, agrees to transfer ownership rights to an object and the other, the buyer, agrees to pay a price that accounts for the difference between the two parties' respective ownership rights acquisition amounts. An official with the power to legitimately validate a sale and purchase, known as a Land Deed Making Officer (PPAT), must be present when the sale and purchase are finalized. The sale and purchase are legally binding acts, and the deed proves it. The validity of the land rights transfer depends on this. In judgment N0.58/Pdt.G/2020/PN Kwg, the judge considered a signature forgery in the sale and purchase deed. This study employs a descriptive analytical research type based on normative juridical research. In qualitative research, secondary data is gleaned via document studies. As a branch of the National Land Agency, PPAT has the status of a public official with the power to create genuine deeds pertaining to certain legal activities involving ownership rights to apartment buildings or land. that the land certificate's signature is a forger, which has legal ramifications since it falls short of the conditions for creating a Deed of Sale and Purchase and renders the document legally worthless.

Keywords: PPAT, Signature Forgery, Sale and Purchase Deed

INTRODUCTION

Unlawful Acts (Onrechtmatige Daad) are defined under Article 1365 of the Indonesian Civil Code (KUHPerduta), which states that anyone who unlawfully causes harm to another person is required to compensate for the damage inflicted (Sari, 2021). When a legal action not only contravenes the law but also

involves negligent behavior toward the rights and obligations of others, it is considered morally reprehensible and constitutes a legal violation.

There are various methods for acquiring land, such as purchase, donation, exchange, and similar practices. In a sale and purchase agreement, both parties agree that the seller will transfer ownership of an item

to the buyer, who in return pays a specified amount to acquire the item lawfully. This agreement is reciprocal (Janitra, 2020). The involvement of an authorized official, known as the Land Deed Official (Pejabat Pembuat Akta Tanah or PPAT), is required to ensure that the sale and purchase transaction adheres to legal standards. The transaction must be documented for the transfer of ownership to be legally valid. The role of the PPAT has been recognized since the issuance of Government Regulation No. 18 of 2021 concerning Land Registration, which implements the provisions of Article 19 of Law No. 5 of 1960 on Basic Agrarian Law (UUPA). Although these officials are formally recognized as “officials” rather than specifically as “PPATs,” their role has been widely acknowledged.

According to government regulations, the relevant official is entrusted with the duty and authority to prepare land-related deeds for specific legal activities, encompassing all matters related to land (Fatimah, 2020). In certain contexts involving complex real estate or apartment transactions, the term “PPAT” refers to a public official authorized to prepare authentic deeds. Under Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 on the Notary Profession (UUJN), public officials with broad jurisdiction within the national legal system include not only PPATs but also notaries who share responsibilities related to the role of PPAT. The only deeds that can be legally prepared by a PPAT are those concerning the transfer of specific land rights. The instruments executed by the PPAT serve as evidence that

certain legal procedures related to land ownership have been completed. The term “deed” refers to a formal document that meets the requirements of the law, such as the deed of sale and purchase, which transfers property ownership and provides the buyer with the necessary documentation to apply to the land office for the registration of the transfer.

The term “consensus,” meaning “agreement,” underpins the concept of “consequentialism.” An agreement signifies a deliberate act of compliance, where both parties make declarations of their intent. The rights and obligations of the parties are established through their mutual statements. A contract is fundamentally void if it fails to achieve its intended purpose or is not entered into in good faith. Additionally, agreements made under duress, involving minors, or under the guardianship of a legal representative or guardian may be invalidated by the court on behalf of individuals with disabilities, legal guardians, or their representatives.

Therefore, if there is no request for annulment, the parties remain bound by the terms of the agreement. A contract that is obtained through fraudulent means or under duress is null and void according to Article 1321 of the Indonesian Civil Code (Pasaribu & Zulfa, 2021). This is particularly significant because the Land Deed Official (PPAT) represents not only the interests of the public but also bears the responsibility of ensuring the legality of the actions taken. As such, the government must act with wisdom, integrity, fairness, and transparency in

its dealings. This is reflected in the oath of office taken by the PPAT as stipulated in Article 34, paragraph (1) of the Head of the National Land Agency Regulation No. 1 of 2006, which states, "I shall carry out my duties honestly, orderly, carefully, with full awareness, responsibly, and impartially." In the performance of their duties, the PPAT must exercise extreme caution (Sudirman et al., 2021). The PPAT is required to read the deed aloud before it is signed by the parties to prevent any misunderstandings that might arise from provisions not reflecting their intentions. This ensures that the parties are confident that the information verified by the PPAT aligns with their wishes.

According to Article 1365 of the Indonesian Civil Code, the transfer of land rights through forged signatures is unequivocally illegal, rendering the sale and purchase agreement void. The falsification of a signature results in the transfer of ownership being deemed unlawful, thus invalidating the land sale. Evidence of such forgery can be established through forensic analysis or a court ruling declaring the signature to be inauthentic. Individual rights to land include the authority to use the land in accordance with the concept of land rights (Sanjaya et al., 2022).

A related case is illustrated by the ruling in Case Number 58/Pdt.G/2020 PN Kwg. The following is a brief summary of the case provided by the author: The plaintiff shared that he needed additional capital for his chicken business due to high demand during the month of Ramadan. The plaintiff intended to use Deed of Gift

No. 154/2002, with Parcel Number A.40, Block 013, Kohir 0097, covering an area of 612 square meters, as collateral, and handed over the original deed to a witness. The witness then conveyed the plaintiff's request, and the witness visited the plaintiff's home to provide the additional capital for the chicken business. The plaintiff, to the best of the witness's knowledge, never sold the land where the plaintiff resided. In contrast, Defendant I clearly engaged in unlawful acts, and when Defendant II was present, he used the deed of sale to obtain a Certificate of Ownership, making it appear as though the plaintiff had sold the land to Defendant I, whereas, in reality, the plaintiff had never done so. In this context, the land was ideally used to create a sale and purchase deed containing false information, which was subsequently declared invalid.

MAIN PROBLEM

Based on the above description, the main issues in this study are the legal consequences of forging signatures in land certificates and the judicial considerations in Case No. 58/Pdt.G/2020/kwg.

METHOD OF RESEARCH

Normative juridical research will be the primary methodology used in the drafting of this law. Commonly employed in legal research, this approach is also known as normative library research. The method involves the examination of data through the use of library resources. Research methodology in this context refers to the techniques for collecting, organizing, evaluating, and drawing conclusions from data related to the

author's concerns. As part of this investigation, we will review the Karawang District Court Decision No. 58/Pdt.G/2020 PN Kwg. Given that this research adopts a normative approach, information is gathered through document examination and literature review. This strategy includes a literature review to establish the theoretical framework and gain insights into the issues being investigated (*Djulaeka & Rahayu, 2020*).

RESEARCH RESULTS AND DISCUSSION

A. Legal Consequences of Forged Signatures in Land Certificates

Article 1868 of the Indonesian Civil Code states that "An authentic deed is a deed made in the form prescribed by law by or before a public official who is authorized to do so at the place where the deed is made." Given the varying requirements of current articles, there is a need for laws and authorized individuals specifically established to develop social rights (Sasauw, 2015). Here, the police play an integral role as part of the government apparatus, ensuring the rule of law and justice within the legal system for society. Every individual in Indonesia, including law enforcement, has the responsibility to promptly report any existing ownership disputes once they become aware of the seriousness of the land certificate violation. Investigators provide essential preliminary work before engaging in judicial proceedings. Rights to land and ownership of apartment units acquired through auction, exchange, donation, sale, purchase, or other legal acts of transfer will be registered

if the Land Deed Official (PPAT) has the authority to create the deed in accordance with statutory regulations. Additionally, Article 38 Paragraph 1 of Government Regulation No. 18 of 2021 on Land Registration stipulates: "The preparation of deeds as referred to in Article 37, paragraph (1) shall be attended by the party engaging in the unlawful act and witnessed by at least two witnesses who meet the requirements to act as witnesses in the legal act."

Article 22 of Government Regulation No. 37 of 1998 on the Office of the Land Deed Official (PPAT) states, "The PPAT deed must be read out or explained to the parties involved in the presence of at least two witnesses before it is signed immediately by the parties, the witnesses, and the PPAT." Therefore, the acquisition and sale of property must adhere to the legal standards outlined in Article 1320 of the Civil Code, as these transactions fundamentally constitute agreements.

The Indonesian Civil Code (KUHPerdata) stipulates the following conditions for a valid agreement:

- a. Mutual Consent or Agreement of the Parties: First and foremost, for an agreement to be legally binding, the parties must agree or reach a consensus. When one or more parties consent, it is because they wish their statements of intent to be consistent with each other and with the other party.
- b. Capacity: The ability to enter into a contract is referred to as capacity. Legal acts, which have legal consequences, are known as legal acts. Each party to a contract must be an individual with the legal

- capacity and authority to engage in a legally binding transaction.
- c. Purpose of the Agreement: According to legal literature, the purpose of an agreement is the objective to be achieved, or what is intended to be accomplished. Performance is what the creditor is entitled to and what the debtor is obliged to provide. To achieve something involves three actions: giving, doing, and refraining from doing.
 - d. Lawful Cause: There is no specific definition of "lawful cause" in Article 1320 of the Civil Code. However, Article 1337 of the Civil Code provides a list of prohibited causes. If an action violates legal norms, morality, or public order, it is considered unlawful. In this context, the "objective condition" refers to the three aforementioned factors. If the first two conditions are not met, either party may terminate the agreement. The agreement is null and void if the third and fourth conditions are not met (Amaliya, 2022).

Legally, a matter is considered lawful if it does not conflict with the law, considerations of public interest, or any moral principles. This is regulated in Article 1335 of the Civil Code, which states, "an agreement without cause, or made based on a false or prohibited cause, has no legal force." Article 1337 of the Civil Code further stipulates that "a cause is prohibited if it is forbidden by law, or if it is contrary to good morals or public order." Wills and lawful causes, including subjective and objective conditions, may be nullified if the agreement is breached. Any agreement that fails to meet even one of the requirements

listed in Article 1320 of the Civil Code is considered legally defective and may be annulled or voided if its validity is questioned (Limiawan, 2021).

The legal consequence is that the land certificate, signed under a false pretense, fails to meet the requirements of the Sale and Purchase Deed, rendering Sale and Purchase Deed No. 369 of 2011 fraudulent. The definition of "law" extends to include any action that violates not only formal law but also common sense, morality, and propriety in interactions with other members of society and in relation to their property. This means that unlawful conduct is not limited to unwritten laws governing society, such as principles of morality and propriety.

In the absence of fault, Rutten argues that any consequences resulting from an unlawful act cannot be held accountable. There are two main categories of fault: intentional and negligent. Within the framework of civil law, the consequences arising from intentional and unintentional fault are the same. This is because, according to Article 1365 of the Indonesian Civil Code, the perpetrator is liable for all damages resulting from their unlawful act, whether the act was committed with malicious intent or due to negligence (Darwis et al., 2020).

In civil law, damages can be classified into material and immaterial losses. A loss is considered material if it is actually experienced. The term "immaterial loss" refers to potential profits or future gains that are no longer available. In practice, the burden of deciding the amount of intangible compensation to be awarded falls on the judge, making it

difficult to establish a fair standard and avoid disputes over small amounts.

The theory of causality in civil law attempts to establish a connection between the wrongful act and the damage it caused in order to hold the perpetrator accountable in court. This section emphasizes the importance of linking the perpetrator's actions to the victim's suffering before accepting liability. This relationship revolves around the losses suffered by the victim as a result of the wrongful act.

B. Judicial Considerations in Case No. 58/Pdt/G/2020/Pn Kwg

In the judgment of the Karawang District Court in Case No. 58/Pdt/G/2020/Pn Kwg, the court found that the plaintiff was the original owner of the disputed land. Furthermore, it was established that the plaintiff had pledged the land as per Deed of Grant No. 154/2002, dated May 13, 2002, regarding land in Kohir No. 0097, Block 013, Persil A.40, with an area of 612 m² (six hundred and twelve square meters), to Defendant II to secure a loan. The land pledge was confirmed by Benny Dharma Setiawan, who was presented by the plaintiff as a witness in this case. The plaintiff's claims were contested by Defendant II, who argued that the plaintiff's assertion regarding the intention to pledge the land to Defendant II for additional capital for his chicken business was never realized.

It was also found that the plaintiff and Defendant II had entered into a land sale and purchase agreement, supported by the receipt of Sale and Purchase Deed No. 957/2013 in the name of Parjo, covering an area of

1,092 m². The Land Deed Official witnessed this transaction. (During the sale, the plaintiff's husband, Deni Fudholi, impersonated Parjo by forging Parjo's ID card). Defendant II rejected the plaintiff's allegations of forgery or data manipulation between Defendant I and Defendant II.

The facts reveal that Sale and Purchase Deed No. 957/2013, which was initially executed between the Plaintiff's husband, Deni Fudholi (who was impersonating Parjo), and Sutrisno/Defendant II, was later altered to reflect the transaction as between Parjo/Defendant I and Sutrisno/Defendant II. This change is evidenced by the issuance of Letter No. 594/4/275 regarding the Request for Revocation and Replacement of the Sale and Purchase Deed and the Correction of the Sale and Purchase Deed Numbering.

Subjective conditions refer to the first two conditions, as they pertain to the core of the agreement, while objective conditions refer to the third and fourth conditions, as these also relate to the essential aspects of the agreement. An agreement may be terminated if subjective conditions are not met; however, if the court does not rule on it, the agreement remains valid. Nonetheless, the agreement is considered legally void if it meets the initial objective criteria that are not fulfilled (Kumaralo, 2023).

Based on the evidence presented, it can be concluded that Sale and Purchase Deed No. 369 of 2011, dated May 27, 2011, contains certain errors, thus justifying the Plaintiff's claim. An analysis of the legal factors leads to the conclusion that the Plaintiff has the capacity to present his

objections, thereby establishing his legitimate ownership of the subject matter in dispute in this case.

The forgery of signatures in land sale and purchase deeds raises doubts about the validity of the transaction and may harm the involved parties. Additionally, it undermines the integrity of the legal system as a whole.

C. Legality of Land Certificates

An authentic deed is an official document drawn up in a form prescribed by law and signed in the presence of an authorized public official, in accordance with Article 1868 of the Indonesian Civil Code. The legality of a land certificate heavily depends on the fulfillment of certain conditions set forth by law, namely the agreement of both parties, legal capacity, lawful purpose, and permissible causes as stipulated in Article 1320 of the Indonesian Civil Code.

However, the forgery of a signature on a land certificate creates fundamental doubts about the legality of the deed. A forged signature taints the authentication process and creates legal uncertainty. The legality of an authentic deed, which should be unquestionable, becomes vulnerable because one of its essential components (the signature) is not genuine.

The forgery of signatures on a land certificate directly impacts the validity of the resulting deed. Article 1335 of the Indonesian Civil Code states that an agreement made without a lawful cause or based on a false or prohibited cause has no legal force. This is further reinforced by Article 1337 of

the Indonesian Civil Code, which specifies that a cause is considered unlawful if it contravenes the law, morality, or public order.

In the context of a land certificate signed with a forged signature, the sale and purchase deed based on such a certificate becomes null and void by law. The deed fails to meet the validity requirements of an agreement, resulting in the loss of legitimate ownership rights over the land. This is not merely a procedural issue but a substantive one that undermines the validity of the entire transaction.

Forgery of signatures is not just a technical violation but carries significant legal risks. It not only compromises the integrity of the resulting deed but also causes significant harm to the aggrieved party. In some cases, forgery can lead to prolonged legal disputes, damage relationships between parties, and disrupt property ownership stability.

Thus, the forgery of signatures on a land certificate renders the deed invalid and void by law, resulting in the loss of legitimate ownership rights. These legal consequences highlight the importance of maintaining the integrity of the legal process in the creation of land certificates to ensure the validity and protection of the rights of all parties involved.

D. Legal Implications of Forging Land Certificates

The forgery of signatures in land certificates is a serious violation that not only undermines public trust in legal documents but also has profound legal consequences. Legally, this act of forgery constitutes a criminal offense as stipulated in Article 263 of

the Indonesian Criminal Code concerning document forgery. Such forgery not only causes harm to the affected parties but also compromises the integrity and fairness of the civil and criminal justice systems in Indonesia.

The legal implications of forging signatures on land certificates extend across various aspects. From a criminal law perspective, the forger faces severe penalties, including imprisonment and fines. Criminal law emphasizes that forgery is not only a criminal act but also a breach of public trust and legal integrity. The forger is liable not only criminally but also civilly, where they may be required to compensate the injured parties for their losses. This demonstrates that forging signatures on land certificates carries extensive legal consequences, both criminal and civil.

Case No. 58/Pdt/g/2020/Pn Kwg serves as a concrete example of how signature forgery can affect the validity of a land sale and purchase transaction. In this case, the court found that the forgery of signatures rendered the sale and purchase deed invalid, which in turn nullified the transaction. This decision underscores that a deed executed based on a forged document cannot be legally recognized, regardless of the agreement between the parties involved. The outcome of this decision was the restoration of property rights to the legitimate owner, highlighting that the legal system strives to protect legitimate ownership and provide compensation for incurred losses.

The impact of this court ruling extends beyond the specific case and has broader implications for the legal

system. The decision reinforces the importance of authentic deeds and emphasizes that any deviation from legal procedures, such as signature forgery, will result in serious legal consequences. It also sends a strong message that the Indonesian legal system will not tolerate actions that undermine justice and legal integrity.

The practical implications of these findings indicate the need for stricter oversight and verification processes in the creation of land sale and purchase deeds. Land Deed Officials (PPAT) and other relevant authorities must increase their diligence in verifying the identities and the authenticity of the signatures of the parties involved in property transactions. This is crucial to prevent forgery and ensure that all land transactions are based on valid and legitimate documents. The use of digital technology, such as electronic signatures, could also be an effective solution to reduce the risk of forgery while strengthening the security of the deed-making process.

Moreover, from a policy perspective, concrete steps are needed to strengthen regulations related to the creation of land certificates and to impose stricter penalties on forgers. Public education about the importance of verifying the legality of documents in property transactions is also essential. Awareness programs involving notaries, PPAT, and law enforcement officers can help increase public awareness of the risks of forgery and how to prevent it.

In conclusion, the forgery of land certificates has serious legal implications and requires special attention both in terms of law

enforcement and preventive policies to ensure that legitimate property rights are protected and the integrity of the legal system is maintained.

CONCLUSION

The issue in this decision stems from the logical conclusion of the initial discussion: the forgery of a land certificate results in its invalidity, as it fails to meet the requirements for it to be considered a Sale and Purchase Deed (No. 369/2011). Article 1320 of the Indonesian Civil Code states that the relevant agreement is null and void by law.

Therefore, if the judge takes into account the Karawang District Court decision 58/Pdt.g/2020/Pn Kwg, it is in accordance with the relevant legal provisions. This is simply because the Plaintiff has the right to undergo the legal process as a law-abiding buyer in any real estate transaction and, in particular, to request that the land certificate be amended to reflect the Plaintiff's name as the true owner of the property.

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