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Liability of Notary/Official Certifier of Title Deeds as Perpetrators of Falsification of Letters and Legal Consequences on The Object of Dependent Rights Guaranteed by Unauthorized Parties (Case Study of Family Land Dispute Nirina Zubir)

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Abstract

The case that happened to the family of artist Nirina Zubir is no longer foreign because it has been spread in various mass media in Indonesia. This case is where the problem boils down to the transfer of land rights carried out without rights by an unauthorised party, namely the household assistant of Nirina Zubir's own family. In this case, the involvement of a Notary and Land Deed Officials is actually the key to the success of the transfer of land rights without these rights. This is because the household assistant of Nirina Zubir's family changed the name of the certificate belonging to Nirina Zubir's mother and then carried out various legal actions on it with the help of a Notary and Land Deed Making Officer in their respective positions. The existence of Notaries and Land Deed Making Officials should help create legal certainty for land rights owned by the Indonesian people. However, in this case, the public officials are also the perpetrators of the crime. Not only involving the Notary, Land Deed Officials, and Nirina Zubir's family, but furthermore, this case also involved banking institutions. This is because several certificates belonging to the family of Nirina Zubir, which have been illegally renamed, are then used as collateral for the credit of the household assistant of Nirina Zubir's family, as a party who has no right to carry out such legal actions. Because of the many parties involved, this case becomes very interesting to study from various sides, especially in terms of the accountability of the Notary and Land Deed Making Officials involved, as well as on legal certainty over the existing mortgage object.

Keywords: Notary Public; Mortgage correct; Land Titles Registrar.

A. Introduction

Chapter XIV of the Constitution of the Republic of Indonesia of 1945, especially Article 33 paragraph (3) is the foundation of the existence of agrarian law in Indonesia, where the sound of this verse states that "the earth and the water and natural wealth contained therein are controlled by the state and used for the greatest prosperity of the people". Narrowly, the sound of the verse means that the land within the territory of the Republic of Indonesia is controlled and managed by the state to be used as much as possible for the benefit of the Indonesian people themselves. Departing from this, in addition to being controlled by the state, one way that the interests of the Indonesian people are fulfilled is to attach a right to the land in Indonesia, where these rights can be owned by the People of Indonesia, both individuals and Indonesian legal entities.

Furthermore, in order to ensure security and legal certainty, the right must be proven by a means of evidence. In practice, there are various ways to prove ownership of a land right, where one of the strongest proofs can be seen by the existence of a certificate of land rights.¹

¹ J. Andy Hartanto, *Problematika Hukum Jual Beli Tanah Belum Bersertifikat* (Yogyakarta: Aswaja Pressindo, 2018).

Certificate as one of the proofs of ownership of land rights can usually be owned by a person or a legal entity by means of application for new rights, an extension of rights, or transfer of rights.

In the process of transferring land rights, there is a very important role of a Land Deed Making Officer, where an official certifier of title deeds "PPAT" assumes a duty and authority in terms of making authentic deeds regarding the transfer of rights, one example is the Deed of Sale and Purchase². The Sale and Purchase Deed (AJB) is an authentic deed made by PPAT which basically serves as evidence that there has been a transfer of land rights from the seller to a buyer. In addition to requiring the role of a PPAT, not infrequently in a process or series of buying and selling land also requires the role of a Notary. The notary is a position entrusted by the general power (*openbaar gezag*) to make a means of evidence in the form of writing that has authentic evidentiary power.

This is because the law requires so and is desired as well as by the development of the state of society. In relation to the process of buying and selling land, notaries can act as general officials who make preliminary agreements such as deed of sale and purchase binding agreements, as well as deed of power to sell land and buildings. Both examples of such deeds are made by notaries depending on the conditions of each seller and buyer. For example, when a seller is not present to sign the AJB in front of the PPAT because it is out of town for a certain time, then the seller can make a power of attorney to sell deed made in front of a Notary. This deed of power of sale basically contains the power of attorney from the seller to a person trusted or appointed by him to sell his estate to a third party, accompanied by the management of buying and selling, signing AJB in front of PPAT, until the buying and selling process is completed. In this case, the deed of power of sale becomes the basis of the authority to act the power of attorney to be able to be the right party in signing all documents, including AJB before PPAT. Without the deed of power of attorney, the only party entitled to sign the AJB is the owner or holder of land rights recorded in the existing land certificate.

Based on the above presentations, it can be concluded that neither notaries nor PPAT have an equally significant role in processes or networks that are related to the ground. Because of the importance of the duties and responsibilities of Notaries and PPAT, then in carrying out their professional positions, of course, Notaries and PPAT are very vulnerable and it is possible to commit abuses that can harm the community.³ There is a phrase in Latin that is quite interesting that reads "*Quis custodiet ipsos custodes?*". The phrase if translated in English means "*Who will guard the guard themselves?*". If examined further, this expression describes a situation in which a person or a body that has more power or responsibility to supervise others or enforce a rule, is not by itself subject to the rule so that the disobedience of the matter is a violation of the applicable law.

The expression is more or less appropriate in describing cases that are familiar to occur in the Indonesian homeland. The rise of land dispute cases due to the existence of rogue hands from the rampant land mafia caused unrest in the midst of society. How not infrequently this land mafia case was successfully carried out because of the help of notaries and/or PPAT. Notaries and/or PPAT who should be parties who understand and have more responsibility in land law, actually become perpetrators in existing cases and of course violate applicable laws.

² Harnita; et.al, "Tanggung Jawab PPAT Dalam Penetapan Nilai Transaksi Jual Beli Tanah Dan Bangunan Di Kota Banda Aceh," *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* (Universitas Udayana, 2019).

³ Andi Mutmainnah; et. al, "Efektivitas Pelaksanaan Tanggung Jawab Notaris," *Kalabbirang Law Journal 2*, no. 1 (2020): 16.

Legal certainty in this case then becomes difficult to achieve and a sense of security towards the right to own the land itself has also questioned its existence.

One case that attracted a lot of public attention at the end of 2021 was the case of the acquisition of assets belonging to Nirina Zubir's mother. Nirina Zubir's family land case began when a land certificate belonging to Nirina Zubir's mother went missing and could not be found. Nirina Zubir's mother also engaged her Domestic Assistant ("ART") to manage the loss of the certificate. However, it turned out that the loss of the land certificate owned by Nirina Zubir's mother was then engineered by the ART and changed the ownership rights holder from the original one that belonged to Nirina Zubir's mother, to the name of the ART.⁴ Here is a brief chronology that has been summarized from various news circulating in the mass media.

Nirina Zubir's family has 6 (six) land rights certificates that are illegally reversed by her ART with the initials RK and her husband EN. This incident began when RK went to the Notary F office in Tangerang and asked to be made a false deed regarding the power to sell land. From the false deed made, RK seems to have obtained the right to know the authority to carry out legal acts, especially buying and selling, on the six certificates belonging to Nirina Zubir's family. RK then reversed the name of the certificate to its own name. From the presentation, it can clearly be seen that the event will not be carried out in such a way if it is not seconded by F as a notary of the fake deed maker regarding the power to sell land, as well as PPAT West Jakarta partners, namely IR and ER who then helped make AJB as one of the conditions so that there could be a transfer of land rights.

After the six land certificates have been recorded and registered in the name of RK and/or her husband (EN), 2 (two) of them are sold by them to third parties, while the other 4 (four) are used as collateral to the bank as a requirement for credit applications. Based on the case, RK, EN, F, IR, and ER are determined to be suspects and charged with Article 263 and/or Article 264 and/or Article 266 and/or Article 372 of the Criminal Code and/or Article 3, 4, 5 of Law No. 8 of 2010 concerning prevention and eradication of money laundering.

Based on the descriptions that have been submitted, the problems that the authors of the review in this study want to review include how notary / PPAT accountability if the involvement is proven correct in the existing case, and how the legal consequences of assets that have been guaranteed to banking institutions without these rights. If you trace back a little, there is some research on land disputes and land conflicts involving many parties as in this study. Some of them are contained in Table 1, namely as follows:

Table 1.
Research on Land Disputes with the Involvement of Several Parties

Writers	Research Title	Finding Research	Source
Sinay Moniung, E. and Natakharisma, K., 2020	Peranan Hukum Pidana Pada Penyelesaian Sengketa Pembatalan Sertifikat Hak Atas Tanah Oleh Kepala Kantor Wilayah Badan Pertanahan Nasional	The threat of criminal sanctions against parties who falsify a letter or add it so that it is different from the original, including the National Land Agency personnel who carry out the act of canceling land certificates	<i>Jurnal Ilmiah Raad Kertha</i> , Vol. 3, No. 1. hal 122-137

⁴ "Kronologi Lengkap Kasus Mafia Tanah Nirina Zubir," *CNN Indonesia*, last modified 2021, <https://www.cnnindonesia.com/nasional/20211118080653-20-722758/kronologi-lengkap-kasus-mafia-tanah-nirina-zubir>.

		without clear reasons issued by the judge.	
Fransiska Purnama P, 2021,	Upaya Pemberantasan Mafia Tanah Di Kota Palangkaraya	The practice of violating the law on land issues often supports the geographical location. As an area with a large area of land and a small population with low legal awareness to register ownership, there are many potential violations by unscrupulous persons.	<i>Literasi Hukum</i> , Vol. 5, No. 2. hal 23.
Riska Sri Agustin, 2021,	Pertanggungjawaban Pidana Pemalsuan Akta Otentik yang Digunakan Sebagai Dasar Pengajuan Sertifikat Hak Milik Atas Tanah	The provision of criminal sanctions against fake deed makers and cancellation of existing certificates for the sake of certainty of the truth of the physical and juridical data in the existing certificate.	<i>Lex Journal Kajian Hukum & Keadilan</i> , Vol. 5, No. 2, hal 254-271.

Because of the things that the author has explained, the author put forward a formulation of the problem that the author will discuss further in this journal is What is the responsibility of notaries and/or PPAT if proven to be the perpetrators of the criminal act of falsification of letters in the case, then What is the legal effect for assets that have been guaranteed by unauthorized parties to banking institutions?

B. Literature review

The type of data used in this research is secondary data obtained through document studies or literature studies. Secondary data is classified in 3 (three) legal materials, namely:

1. Primary Legal Materials

Primary Law materials are binding legal materials. In this study, the primary legal material used was 1. Criminal Code; 2. Civil Code; 3. 1945 Constitution; 4. Law No. 5 of 1960 concerning Basic Rules of Agrarian Principles; 5. Law No. 4 of 1996 concerning Dependent Rights; 6. Law No. 8 of 2010 concerning Prevention and Eradication of Money Laundering; 7. Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning Notary Positions; 8. Government Regulation No. 24 of 1997 concerning Land Registration; 9. Regulation of the Minister of Agrarian Affairs and Spatial Planning / Head of the National Land Agency Number 2 of 2018 concerning the Development and Supervision of Land Deed Making Officers

2. Secondary Legal Materials

Secondary Legal Materials are materials that provide information or matters related to the content of the primary source, as well as its implementation. The source of secondary legal materials used in this study includes literature relating to the accountability of notaries and land deed making officials involved as well as to legal certainty over the object of existing dependent rights.

C. Research Methods

Research is a series of scientific activities, so in the process of study it is necessary to use the scientific method to explore and solve a problem, or to find and find the truth of the facts that are already available. In this study, the form of research that the author will do is juridical-normative legal research. This research will focus on research on materials or library data or secondary data.⁵ The object or focus of the research study that the author conducts will boil down to research on legal principles,⁶ and further to the conformity between laws and regulations with existing problems or problems.

D. Results and Discussion

It is undeniable that over time, the need and demand for land increases. It is a pity that this increased need is not accompanied by an increase in land supply. On the contrary, the willingness of the soil has become less and less and less. This situation then has an impact on the price or value of the existing land, so that people who can afford to acquire or buy land are reduced. This certainly has the potential to cause land disputes, not least to open opportunities for individuals who want to play to take advantage of the existing circumstances.⁷

Some examples of cases that continue to occur are the supply and sale of illegal lands, control of the right to land owned by others that escaped from laws and regulations, falsification of a series of authentic deed making so that double certificates were issued, and so on. The modes carried out by these 'professional' individuals are carried out by involving or cooperating with various parties, so that the execution is carried out systematically, neatly, and becomes unsettled.

The case of the transfer of land rights or land assets without rights that befell the capital artist Nirina Zubir is a very interesting study material. Not only because it is experienced by a celebrity, but the legal facts presented through this case can be used as a deep reflection for everyone. People who live in big cities and certainly have legal awareness of their assets can easily become victims. Of course, the potential for the same problem will be greater for people who live far from the city and have a minimal legal understanding of their assets.

Through various types of mass media, Nirina told a series of events how she could become a victim of the land mafia case. The seeds of this problem arose when Nirina's mother hired ART in her home that she had trusted for many years. This great trust is pinned in the ART, so Nirina's mother never worried about all authentic documents, including the certificate known to be stored by the ART. The crime began to be carried out by art since 2017, where he said that the six certificates belonging to Nirina's mother were missing. Seeing Nirina's mother confused and worried, the ART took a gap and offered a notary service that she said could take care of

⁵ Soerjono Soekanto; Sri Mamudji, *Penelitian Hukum Normatif Suatu Tinjauan Singkat, Cetakan Ke-11* (Jakarta: PT Raja Grafindo Persada, 2009).

⁶ Ishaq, *Metode Penelitian Hukum Dan Penulisan Skripsi, Tesis, Serta Disertasi* (Bandung: Alfabeta, 2017).

⁷ Wibawa, "Menakar Kewenangan Dan Tanggung Jawab Pejabat Pembuat Akta Tanah (PPAT) Dalam Perspektif Bestuurs Bevoegdheid."

the lost certificate. Nirina's mother then accepted the offer and entrusted all management related to the lost certificate to her maid "ART".

But then according to Nirina, neither mother nor brother and herself ever signed a single letter related to the need to manage the 6 (six) lost land certificates. When the case had entered the legal realm for processing, it was revealed that all data belonging to Nirina and her mother and brother, such as ID cards and other documents had been falsified by the ART for the process of transferring the six certificates to be in the name of the ART and her husband. Even further after a match test was carried out in the police forensic laboratory, the signatures listed and listed on the files related to the transfer of existing rights were all signatures that had been forged, so that all deed issues issued by the Notary and related PPAT were also allegedly falsified.⁸

Article 28H paragraph (4) of the 1945 Constitution states that everyone has the right to have private property rights, where those rights must not be arbitrarily taken over by anyone. Furthermore, of course, in community and state life, rights that should not be arbitrarily deprived certainly need to be proven ownership so that other parties understand that the right has an owner. Article 19 paragraph (2) c of Law No. 5 of 1960 concerning the Basic Rules of Agrarian Principles then accommodates this need, where this article states that at the end of land registration activities organized by the Government, a letter of proof of rights will be given, where this evidence serves as a strong proof of proof.⁹

Although UUPA does not clearly mention the name or title for the letter of proof of rights, but Article 1 number 20 government regulation No. 24 of 1997 concerning Land Registration further stipulates that the letter of proof of rights referred to in Article 19 paragraph (2) c of UUPA is a certificate. The above articles indicate that the existence of certificates as proof of ownership of land rights is important. This is because a certificate is a valid proof of land ownership protected by law.

If it is associated with the case experienced by Nirina Zubir, then it can be seen that legal protection for land rights certificate holders needs more attention because it is inseparable from crimes rooted in falsification of documents. According to the author, there are several sanctions that can ensnare the perpetrators of existing crimes as a form of accountability for the actions committed. But in this study, the author will focus on the accountability of the Notary and/or PPAT involved.

1. Notary /PPAT Liability as a Perpetrator of The Criminal Act of Falsifying Letters

In this case, the parties designated as suspects are RK and EN as art nirina family, F as notary, and IR, and ER as PPAT. The legal actions of the suspects are linked in such a way and are charged with article 263 and/or Article 264 and/or Article 266 and/or Article 372 of the Criminal Code and/or Article 3, 4, 5 of Law No. 8/2010. The articles basically contain the criminal act of falsifying letters (including on authentic deeds), embezzlement, and money laundering. If proven, the fault of the parties in this case began when RK came to the office of Notary F to make a false deed regarding the power to sell land. The strange thing is that RK and/or EN are unlikely to get a deed of power to sell land if it is not authorized and signed directly by Nirina's mother as the authorizer and authority of the existing certificates.

Notary F in this case can also be expected to cooperate with RK and/or EN. This is because in the creation of a notary deed, *Verlijden's* requirements must absolutely be met. *Verlijden* can

⁸ "Kronologi Lengkap Kasus Mafia Tanah Nirina Zubir."

⁹ *Undang-Undang Nomor 5 Tahun 1960 Tentang Peraturan Dasar Pokok-Pokok Agraria*, n.d., Pasal 19 ayat (2) huruf c.

be interpreted as a series of actions carried out by Notaries, witnesses and defendants who want to pour their will in a deed, so that it is a process that begins with the preparation of the deed by the Notary, and continues with the reading of the draft deed by the Notary to the existing prisoners and witnesses, and ends with the signing of the final draft of the deed by the complainants, witnesses, and the Notary himself.¹⁰

Based on the above understanding, it can be concluded that *Verlijden* in an authentic deed requires that the notary deed must be prepared by the Notary in such a way as to contain the wishes of the parties that do not conflict with the laws and regulations, read to the parties, and signed by the competent authorities. The question that then arises is to whom the deed of power of sale is read and who signed the deed? This irregularity is also in line with the sound of Article 16 letter m of Law No. 2 of 2014 *juncto* Law No. 30 of 2004 concerning Notary Positions which states that:

“in carrying out his position, the Notary shall read the Deed in front of the face by attending at least 2 (two) witnesses, or 4 (four) witnesses specifically for the creation of the Will Act under the hand, and signed at that very moment by the face, witness, and Notary”.

In the above article, it is clear that there is an obligation for the deed to be made to be read before the face as the competent authority, and as soon as it is also signed. Departing from this irregularity, with the deed of power of sale containing power to sell power to RK and / or EN to sell assets belonging to the Nirina family, the criminal act continues with the presence of AJB made by IR and ER as PPAT, which of course is also signed by unauthorized parties. Therefore, the actions of the parties in this case should all be held accountable to the court because if proven true, then these acts are criminal acts that can be in the form of falsification of letters (including in authentic deeds), embezzlement, and money laundering as stated in Article 263 and/or Article 264 and/or Article 266 and/or Article 372 of the Criminal Code and/or Article 3, 4, 5 Law 8/2010.

For F, IR, and ER as Notaries and PPAT involved, Article 263 paragraph (1) *juncto* Article 264 paragraph (1) number 1 of the Criminal Code is an article that can be imposed on the actions committed. The articles mention:

263 paragraph (1): "Whoever makes a false letter or falsifies a letter that may give rise to a right, engagement or debt release, or which is intended as evidence of something with the intention to use or have others use the letter as if the contents are true and not falsified, is threatened if the use can cause harm, due to falsification of the letter, with a maximum imprisonment of six years."

264 paragraph (1) number 1: Falsification of letters is threatened with imprisonment for a maximum of eight years, if done against authentic deeds."

Based on the presentation of the above articles, it is clearly visible if it is proven that F, IR, and ER as general officials are involved in this case, then the criminal sanctions faced are 8 (eight) years, because they are carried out against authentic deeds, in the form of selling power and AJB. In addition to criminal penalties, when viewed from other legal constructions, the actions of notaries and PPAT can also be subject to liability based on administrative sanctions and civil sanctions. In the imposition of administrative sanctions for Notaries and PPAT, the actions of the Notary and PPAT who pervert can be reported to the Notary Staffing Assembly for the position of Notary, and the Supervisory and Supervisory Assembly of PPAT for the

¹⁰ R. Soegondo Notodisoerjo, *Hukum Notariat Di Indonesia: Suatu Penjelasan* (Jakarta: Rajawali, 1982).

position of PPAT. Supervisory Assembly, both for Notary and PPAT positions, is located at the level of districts / cities, provincial regions, and centers.

The duties of this Supervisory Assembly are basically to foster the implementation of the duties and functions of notaries and PPAT to remain in accordance with the code of ethics of their respective professions. As for the laws and regulations governing the Supervisory Assembly, the Notary Honorary Council and the PPAT Honorary Assembly, namely the Notary Code of Ethics, the PPAT Code of Ethics, UUJN and the Regulation of the Minister of Agrarian Affairs and Spatial Planning / Head of the National Land Agency Number 2 of 2018 concerning the Development and Supervision of Land Deed Making Officials ("Perkaban No. 2/2018").

As for the actions of Notaries and PPAT who commit acts that violate UUJN and Perkaban 2/2018 as done by F, IR, and ER if proven so is an act that clearly violates the code of ethics of their respective professional positions. Therefore, for such actions can be subject to sanctions such as reprimands, warnings, temporary dismissals, or dismissals with disrespect as stipulated in Article 85 UUJN juncto Article 6 of the Notary Code of Ethics juncto Article 6 of the PPAT Code of Ethics.¹¹ In particular, if the act committed is a falsification of an authentic deed, then the appropriate sanction to be imposed is the termination of membership or dismissal of disrespectfully..

In addition to administrative sanctions, there are also civil sanctions that can be imposed as a form of Notary and PPAT accountability. In article 84 UUJN it is stated that Notaries who commit acts of violation in terms of making authentic deeds become only as deeds under the hand or even become acts that are null and void, then against the party harmed by the notary's actions can demand reimbursement, compensation, and interest to the Notary. The cancellation of the power of attorney to sell deed made by F resulted in the cancellation of AJB made by IR and ER. If this case is brought into the civil domain, then later the Notary and PPAT will also be used as defendants or defendants to be held accountable for actions against the existing law.

2. Legal Consequences of Assets Guaranteed to the Bank

Article 1, number 1 of Law No. 4 of 1996 concerning The Right of Dependents on Land and Objects Related to Land ("UUHT") defines Dependent Rights as the only guarantee that can be charged against land rights where this guarantee is given for the repayment of certain debts.¹² There are several elements listed in the sound of the article, namely.:

- a) Collateral rights imposed on land rights, where this right gives the creditor the right of control and also authorizes him to be able to sell the land if the debtor breaks his promise. Later, the proceeds from the sale will be used to pay off debtors' debts;
- b) Land rights, including or not including other objects that become an integral part of the land;
- c) Done to pay off a debt; and
- d) Giving priority to certain creditors over other creditors (*droit de preference*).

As for the process of imposition of dependent rights, there are a series of conditions that must be met. One of the conditions required is to make a deed by an authorized official (in this case it is PPAT), which is a deed known as the Deed of Granting Dependent Rights. The creation of this APHT is then followed by the signing of the deed by the Debtor and/or the holder of land rights as the granter of dependent rights, as mandated by article 10 paragraph (2) of the UUHT. APHT itself is one form of *accessoir agreement* (additional), those agreements that arise due to

¹¹ Undang-Undang Nomor 2 Tahun 2014 Tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris, n.d., Pasal 6.

¹² Undang-Undang Nomor 4 Tahun 1996 Tentang Hak Tanggungan, n.d., Pasal 1 angka 1.

obligatoir agreements (principal principles).¹³ In this case, the principal agreement of APHT is the debt receivable agreement.

In essence, APHT contains a series of promises to provide dependent rights as collateral for repayment of certain debts. These promises are then set out in the APHT and become an integral part of the debt agreement in question or other agreements that cause or incur the debt, as intended in Article 10 paragraph (1) of the UUHT.¹⁴ If in a provision of dependent rights there is no APHT, then the granting of dependent rights is considered to have never existed or never happened. This has a direct impact on creditors, where creditors become unaccounted for to collect debts and execute assets that were previously guaranteed and included in the APHT in order to repay debts.

The provision / imposition of dependent rights must clearly be done by parties who have the authority to carry out legal actions against the assets concerned. In this case, if proven correct, RK and/or EN are not authorized to fund these assets. The legal effect of the assets that are collateralized unlawfully is against the APHT can be requested cancellation to the court (*voidable*). This is in line with Article 1328 of the Civil Code which basically states that if in the series of making an agreement is proven to have fraud in it, then the agreement can be canceled.

If the APHT has been canceled by the court, then the APHT has no legal force anymore and the dependent rights become removed. This then has an impact on the loss of the bank's ability as a creditor to execute existing assets. But of course the creditor as a third party if in good faith, will still get legal protection, which is to still collect debt repayment to RK and / or EN. This can be done one of them by suing RK and EN, as well as individuals who participate in doing legal actions that harm the bank as a third party.

E. Conclusion

From the discussion and results of this study, the authors put forward 2 (two) conclusions, including the first related to Notary and PPAT accountability in this case. In this case, F, IR, and ER as general officials who carry out important professions obviously deserve to be brought to court because if proven true, then the actions of F, IR, and ER are criminal acts that can be in the form of falsification of letters (including in authentic deeds), as stated in article 263 and /or Article 264 of the Criminal Code. Then the second against the legal consequences of assets that have been guaranteed by RK and / or EN to the bank is against its APHT can be requested cancellation to the court, so that the dependent rights become removed and the bank cannot execute these assets.

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¹³ Rose Panjaitan, "Peraturan Dan Pelaksanaan Parate Eksekusi Diluar Hukum Acara Perdata," *Notaire* 1, no. 1 (2018): 135.

¹⁴ *Undang-Undang Nomor 4 Tahun 1996 Tentang Hak Tanggungan.*, Pasal 10 ayat (1).

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