

Analysis of the Legal Implications for the Parties Based on the Deed of Power of Attorney to Sell Where There Is a Person Who IsB-Ed

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Abstract

There is a Decision Number 3519 K/Pdt/2017 which is an appeal against the Decision of the Banda Aceh High Court numbered 43/PDT/2017/PT. The BNA, which in essence the panel of judges in the high court ruled that the Notary as defendant II was also decided by the Panel of Judges to be responsible and to be compensated along with the other defendants for the making of a Deed of Power of Attorney to Sell based on the testimony of the pretended Person. The person pretending to be someone authorized to be an obstacle in the deed, by carrying a fake Identity Card. The purpose of this study is to analyze the Legal Implications for the Parties Based on the Deed of Power of Attorney to Sell Where There Are People who pretend, through a normative juridical approach, namely regulations based on applicable laws and regulations. The results of the study provide an explanation of the decision of Cassation Number 3519 K / Pdt / 2017 which corroborates that this Deed of Power of Attorney to Sell is null and void. Thus, the aforesaid deed of power of attorney is no longer binding on the parties therein, all the powers and rights and obligations born out of the aforementioned grant of power are considered to have never existed and are binding on the parties (the person who claimed to be Z. Ahmad Nyak Cut and defendant I). in addition, there are other legal implications for the creation of a deed of power of attorney for sale in which there is a person who pretends, then according to one of the parties to the agreement, may apply for cancellation if it is found that the incompetence of the parties to the agreement.

Keywords

legal implications; powers act; pretended persons.



I. Introduction

One of the problems that can occur in a Notary deed is the presence of a false statement, false document, or false identity given by the plaintiff to make an authentic deed. In such a matter, the Notary is actually independent of the material evidentiary responsibility of what is given by the presenter, the Notary is only fully responsible for the deeds he has made because in Article 15 paragraph (1) of Law number 2 of 2014 concerning the Position of Notary stipulates that the Notary is only authorized to make authentic deeds based on matters that are desired by the interceptor to be set forth in the authentic deed. Development is a systematic and continuous effort made to realize something that is aspired. Development is a change towards improvement. Changes towards improvement require the mobilization of all human resources and reason to realize what is aspired. In addition, development is also very dependent on the availability of natural resource wealth. The availability of natural resources is one of the keys to economic growth in an area. (Shah, M. et al. 2020)

In Indonesia, Notary is not a profession that is foreign to the public, Notary is one of the professions that provide legal services for the community, especially in terms of legal certainty, Notaries are present because of the need from the community for authentic evidence. The notary is a professional appointed directly by the Minister of Law and Human Rights. The duties, authorities, obligations, and sanctions of notaries are specifically regulated in laws and regulations, but they are not very technically regulated because notaries are neither government employees nor civil servants. A notary is a general officer who is authorized to make and issue an authentic deed and has other authorities based on laws and regulations. In addition, notaries in their daily practice also hold positions as public officials who carry out some of the duties of the government in the civil sector.

The product of one of the authorities of the Notary, namely authentic deeds, useful as the strongest and perfect evidence tool, is an evidence tool that plays a very important role in every legal relationship in society, both in economic, social and other activities. Authentic deeds clearly determine a right and obligation, guarantee legal certainty and at the same time are also expected to avoid disputes. The need for written proof in the form of authentic deeds is increasing in line with the development of legal certainty demands in various relations both at the national, regional, and global levels.

An authentic deed itself is defined in Article 1868 of the Civil Code, "An authentic deed is a deed made in the form prescribed by law by or before the General Officer authorized for it at the place where the deed was made". The authority of a Notary in making authentic deeds is often abused by people who have bad faith in making deeds for their own interests or a group, not infrequently Notaries are often used as parties to the trial on the grounds that notaries help make deeds with false statements or make false deeds. There are some Notaries who are indeed proven to be cheating and guilty, but not a few also it turns out that the Notary is not responsible for the problem because basically, the Notary himself is only responsible for the deeds he made.

If there is a denial or denial related to the deed made by the Notary in the event that the documents and/or information obtained related to making the deed turn out to be false, then it is the responsibility of the party or the parties who submitted the documents and/or provided the false information, not the responsibility of the Notary, this is because the deed of the parties contains written statements from the parties. On the deed of the parties containing the statements of the parties, the Notary is not obliged to investigate whether the information stated or written by his client in the deed is in accordance with the truth or not.

The notary may escape the responsibility and legal liability resulting from the deed he made is defective, as long as the legal defect is caused by the fault of the other party, or the information and evidence of the letter submitted by the client in making the deed are supported by documents that seem genuine but in fact, are false. The responsibilities of the Notary are completed by the time the deed is signed by the presenters, witnesses, and the Notary, and a copy of the deed has been given to the presenter. As for anything stated or promised by the plaintiffs in the deed, the Notary is not responsible, the Notary is forever only responsible for the making of the deed he made.

The next problem is that documents that are actually legal products of State agencies can be easily forged, which is very detrimental to many parties including the profession of the notary position. Because if it is so easy to forge a State document, then it is easy for parties in bad faith to make an authentic deed before a Notary in order to expedite their needs. The notary in this case cannot refuse the request for the creation of an authentic deed as long as the conditions for the making of a deed have been met and

are still within the authority of the Notary. As a result, notaries are also easily dragged into problems or disputes that occur as a result of making deeds based on forged documents. Deed making

Nowadays, many Notaries are called to be witnesses before the court because the deeds they make are related to disputes, there are also Notaries who are also made defendants and suspects in this matter. Therefore, the notary profession is actually very prone to problems in court, because the product of the notary position is an authentic deed that has perfect proof and is very binding on the parties in a legal action. So if the Notary deed is made on the basis of false documents and information, it must be very detrimental to the parties who actually have an interest in the legal act.

The principle of presumption of validity of a Notarial deed is a principle known in a Notary deed where a Notarial deed will always be considered valid and perfect in its evidentiary value, and has a full evidentiary value before any party denies it before the court. That way if there is indeed a bad faith seeker to make an authentic deed before a Notary by bringing false information or documents that the actual Notary also does not know about this, then after the authentic deed is issued and born, all rights and obligations and legal consequences of the authentic deed will always be binding and the authentic deed itself will always be considered valid.

From the description above, it can be seen that the Notary deed should be a deed whose proof is perfect, and has a value of trust in the eyes of the Indonesian people. But because in Indonesia regarding the truth of a statement or document given by the person concerned has not been clearly and completely regulated, because in the law of the Notary Position it is clear that the Notary is only authorized to make a deed based on what is desired and submitted by the interceptor, in other words, the Notary does not have the authority to examine and further investigate the material truth about anything that is given by the appellant to the Notary. It is clear that the already existing rules have not fully protected the profession of Notary in terms of carrying out his post. There are still many people who have bad faith in making authentic deeds, because of the unclear rules regarding the protection of the position of Notary in this regard.

In the judgment of the first instance, the Panel of Judges also contended the same, the appellate level only corroborated the judgment in the first instance. According to the author, the panel of judges at the first level as well as the appellate level should not have decided such a thing, because in this case the Notary did not know that the person facing at the time was not the person who should be, because the Identity Card given corresponded to the person facing at the time.

II. Research Method

The research method used is a juridical-normative research method that directs research to positive laws and written norms. This research was conducted using a descriptive type of research that aims to describe exactly the nature of an individual, circumstances, symptoms, or a certain group, or to determine the frequency of one symptom. This study seeks to describe the Legal Implications for The Parties Based on the Deed of Power of Attorney to Sell Where There Are People who pretend.

In this study, a research approach was used, namely: The Statute Approach (Statute Approach) which was carried out by reviewing laws and regulations related to the legal issues discussed. In addition, a Case Approach (Case Approach) is also used, where this approach is carried out through the review of cases related to the issues discussed that already have the force of law, namely Decision No. 3519 K / Pdt / 2017.

2.1 Case Position in Judgment No. 3519 K/Pdt/2017

The case originated from the Plaintiff/Appellant's father, Z. Ahmad Nyak Cut, who married Plaintiff Hj. Fatimah's biological mother and a child were born, namely Plaintiff. Then Plaintiff's parents divorced. Z. Ahmad Nyak Cut, a widower married a Chadijah widow i.e., the mother of Defendant I/Comparator, Defendant I was the stepson of Z. Ahmad Nyak Cut. From marriage with Khadijah, a daughter of Hj. Darwati was born but has died. Mr. Z. Ahmad Nyak Cut owns a piece of land and building in Banda Aceh with certificate number 374/1999 whose land and building have been purchased by Z. Ahmad Nyak Cut during his first marriage with Hj. Fatimah. One day plaintiff intended to clear the land and building but was blocked by Defendant I on the grounds that the land would be cleared by others. A few weeks later Plaintiff got the news that the land would be leased to another party by Defendant I, but Plaintiff strongly rejected the proposal because Plaintiff intended to occupy the land and building. Then Plaintiff reprimanded Defendant I and was not responded to by Defendant I. Defendant I gave the plaintiff's reason that the land and house no longer belonged to Plaintiff's biological father, but had been converted into Defendant I's property.

Defendant, I have reversed the name and on the basis of Sale and Purchase Deed number 24 dated March 14, 2013, made before Defendant II/Co-Defendant I in his position as a Land Deed Making Officer (PPAT). The Sale and Purchase Deed is based on the Deed of Power of Attorney to Sell made by Defendant I before Defendant II in his position as Notary no. 19 dated August 31, 2012, in which Z. Ahmad Nyak Cut or plaintiff's biological father has given the power to Defendant I to make a sale and purchase of the land and building.

Based on the said Deed of Power of Attorney to Sell, Defendant I made the aforesaid Deed of Sale and Purchase before Defendant II, in the Deed of Sale and Purchase Defendant I acted as a seller under the aforesaid Deed of Power of Attorney to Sell, and Defendant I acted also as a buyer in the Said Sale and Purchase Deed. Then after the Sale and Purchase Deed was completed, Defendant I filed with Defendant III/Co-Defendant II to reverse the name of the certificate of land and building number 374/1999 which was originally in the name of mr. Z. Ahmad Nyak Cut to be in the name of Mawardi Usman or Defendant I.

When this case was registered with the Banda Aceh District Court, Defendant II as a Notary and PPAT, only learned that mr. Z. Ahmad Nyak Cut had actually passed away since 2002. Ternayata at the time of making the Deed of Power of Attorney selling in 2012, Defendant I brought another person who ostensibly acted as mr. Z. Ahmad Nyak Cut by carrying an Identity Card bearing the name of Z. Ahmad Nyak Cut, in order to facilitate the making of the Deed of Power of Attorney to Sell.

The Panel of Judges in Decision No. 3519 K/Pdt/2017 rejected the Appeal Application and upheld the Appeal Decision, where the Panel of Judges at the Appeal Level (Decision No. 43/PDT/2017/PT. BNA) is to uphold the decision of the Banda Aceh District Court Number 29/Pdt.G/ 2016/PN. BNA dated April 10, 2017. Comparators (Defendant I) and The Co-Defendants (Defendant II and Defendant III) to pay the costs of the case amounting to Rp. 150,000.00 (one hundred and fifty thousand rupiah). Where the judgment in the first instance is to declare the actions of Defendant I and the actions of Defendant II who have made the Deed of Power of Attorney to Sell dated August 31, 2012, with No. 19, are unlawful acts and declare that the power of attorney is worthless and null and void.

III. Result and Discussion

3.1 Analysis of Legal Implications for The Parties Based on the Deed of Power of Attorney to Sell Where There Is a Person pretending to be based on Judgment No. 3519 K/Pdt/2017

Prior to the court's decision stating that the Deed of Power of Attorney to Sell is null and void, the aforementioned Deed of Power of Attorney to Sell made before defendant II in his position as a Notary will always be considered valid to be the strongest and fullest evidence in and out of court, this is in accordance with the Principle of Valid Presumption in the Notarial deed even though in fact in the Deed of Power of Attorney to Sell there are defects in terms and material falsehoods. But before those defects and falsehoods can be proved upfront of the court then the Deed of Power of Attorney to Sell is still considered an authentic deed. For the binding force of the parties in the aforesaid deed, in accordance with one of the principles of the agreement, namely the principle of *pacta sunt servanda* in an agreement is a principle that emphasizes the attachment of the parties to the agreement to the content of an agreement they have made, then one of the parties is actually bound by the promise given to the other party in the agreement, and vice versa.

Article 1338 paragraph 1 of the Code states that "all agreements validly made are valid as laws for those who make them". That way before this deed is declared null and void by the Panel of Judges at the Cassation Level, the Banda Aceh District Court, or the Panel of Judges at the Banda Aceh High Court, then this power of attorney agreement is very binding on the person who claims to be Z. Ahmad Nyak Cut (the person who pretends) and the defendant I. Then all rights and obligations regarding the granting of power of attorney contained in Articles 1800 to 1812 of the Civil Code apply to the parties in the deed the aforesaid selling power of attorney is the pretender and defendant I. The decision of the Banda Aceh High Court corroborates that this Deed of Power of Attorney to Sell is null and void. Thus the aforesaid deed of power of attorney is no longer binding on the parties therein, all the powers and rights and obligations born out of the aforementioned grant of power are considered to have never existed and are binding on the parties (the person who claimed to be Z. Ahmad Nyak Cut and defendant I).

There are other legal implications for the creation of a deed of power of attorney for sale in which there is a person who pretends, then according to one of the parties to the agreement, can apply for cancellation if it is found that the parties to the agreement are incompetent. In case number 3519 K/Pdt/2017, the person who requested an annulment was not one of the parties to the aforementioned deed of power of attorney to sell, but another person who felt that his interests had been contested and harmed, namely the plaintiff or Fuadi Ahmad (biological son and heir of Z. Ahmad Nyak Cut) on the basis of a lawsuit against the law (Article 1365 of the Civil Code). This according to the author is not a matter that thwarts a lawsuit, although the person who asks for the cancellation of the deed is a party outside the deed, because after the plaintiff proves that his biological father has been dead since September 2, 2002, then the authority and entitled to the land title number 374/1999 mentioned above is the plaintiff. Moreover, the making of the deed of power of attorney to sell was made aimed at transferring the rights to the land, then the authority is the person who is entitled to the land to be sold, namely the plaintiff as the heir of Z. Ahmad Nyak Cut, which is evidenced by the evidence of letter P-3, namely the Certificate of Heirs, and the testimony of witnesses Durmini and Namah Jalil. Therefore, due to the evidentiability of one of the parties in the aforesaid selling power of attorney, namely f the person who pretended to be Z. Ahmad Nyak Cut, the aforementioned deed of power of attorney to sell was decided null and void.

As a result of the cancellation of the aforesaid deed of power of attorney, the parties who made it will be independent of what they have stated or promised in the deed, all circumstances will be the original state as it was before the deed was made. So defendant I as the beneficiary of the power of attorney is no longer authorized and entitled to transfer or manage the object of the dispute, namely the land title number 374/1999 in the name of Z. Ahmad Nyak Cut.

The legal implications for third parties for the creation of a deed of power of attorney for sale containing a person who pretends to be a third party must still consider the deed to be valid and authentic, there is no defect in the deed before the judgment of annulment from the court, this is based on the principle of presumption of validity of the Notary deed. If a third party who does not know of a person pretending to be in the deed and carrying out legal acts based on the deed in question. So according to the author, the legal act can still be carried out, before there is an annulment from the court of the deed containing the person who pretended to be. If there has been an annulment of the deed from the court due to the person pretending to be in the deed, then the provisions in the deed are no longer binding and the deed is considered to have never existed or was made.

Once annulled by the court, the deed is deemed to have never existed and any circumstances become a state of recovery or originality. That way the provisions governing relationships and rights and obligations to third parties will also be restored. Although basically the agreement only applies and is binding for the parties who make it, for third parties who have an interest in what is in the deed, it will actually also be a recovery of all its rights and obligations. However, third parties who are in good faith, and have obtained losses for the cancellation of the deed, which in fact the deed was canceled due to the fault of the main parties in the deed, can ask for compensation for losses that are indeed felt to have been received by the third party, as long as the third party can prove it.

If you want to take legal action, third parties can use the basis of a lawsuit against the law in accordance with Article 1365 of the Civil Code. In this case, the third party can be said to be the Plaintiff, because the plaintiff can prove all the arguments of his lawsuit which are unlawful acts. At the time of the trial, the plaintiff gave evidence in the trial in form of a Death Certificate in 2004 in the name of Z. Ahmad Nyak Cut (p-2), which was supported by testimony from Hamdani who stated that Z. Ahmad Nyak Cut had died in 2002. The plaintiff can also prove that the plaintiff is the heir of Z. Ahmad Nyak Cut which is proved in the Certificate of Inheritance (p-3), thus the plaintiff is actually authorized over the object of the case (title land no. 374/1999).

According to the author, the Panel of judges is appropriate to declare that defendant I committed an unlawful act by making the aforesaid deed of power of attorney, which brought the person who pretended to act as Z. Ahmad Nyak Cut/authorizer before defendant II. Meanwhile, the legal implications for notaries who make deeds that are annulled by the court are that they do not exist. Because an annulment of an authentic deed only affects the parties who make it. Again looking at the basic rules of exercising the authority of the office of a Notary which only makes authentic deeds based on what is conveyed by the presenters, the entanglement of the contents of the deed is only binding on the appellants.

For the deed itself, it does become void, but before the deed is declared void, the authenticity value of the deed remains authentic as long as the conditions for the authenticity of an authentic deed are met, for example the conditions for the form of the deed in Article 38 of the Notary Office Act, the provisions of the authority to make an authentic deed in Article 1868 of the Civil Code, and the conditions of a deed in the Notary Office Act. However, in this case, the aforementioned Deed of Power of Attorney to Sell

from the beginning already contains a material falsehood in the form of the falsehood of the signature of the interceptor which is caused by the presence of a pretended person who pretends to act as Z. Ahmad Nyak Cut. That way according to the author, since the beginning of the Deed of Power of Attorney to Sell mentioned above, has never been born or never existed, because there is no agreement from the authorities on the land title number 374/1999 mentioned above.

As a result of the material falsehood in the Deed of Power of Attorney to Sell mentioned above causes the actual deed to never be born, and in practice, the public will always consider the Notarial deed to be an authentic deed that has perfect evidentiary power, therefore an annulment is required from the court against the Deed of Power of Attorney to Sell, because even though it is considered null and void, but such annulment cannot necessarily occur, it must be by annulment from the court.

The Notary himself only has responsibility for the deed he made, so if there is indeed a person who pretends to be then the Notary is not responsible for this. The notary has no obligation to see the material truth of what the appellants are presenting. Indeed, in Article 16 of the Notary Position Law, notaries in carrying out their positions must act carefully and conscientiously, but according to the author carefully and carefully here is to see all the conditions, as well as public order in making an authentic deed. Not to see the material truth of what the initiators are speaking. In this case, Notary Irma Savitry Harahap was also the party to the lawsuit (defendant II), on the pretext of the suit:

"The acts and deeds of Defendant I who had engineered against the Power of Attorney to Sell made on August 31, 2012, and the acts of Defendant II who contributed to the Power of Attorney to Sell, where an unlawful act which greatly harmed the Plaintiff, as the Plaintiff's father had passed away in 2002 while the Power of Attorney to Sell from the plaintiff's father to Defendant I was made in 2012".

In the decision of the appeal level at the Banda Aceh High Court Number 43 / PDT / 2017 / PT. BNA, the Panel of Judges of the Banda Aceh High Court who corroborated the consideration of the Panel of Judges of the Banda Aceh District Court regarding the arguments of the plaintiff's lawsuit was:

1. The Tribunal considered that logically the deceased person was an impossible thing in doing a legal act, therefore the legal act of making the Deed of Power of Attorney to Sell which Z. Ahmad Nyak Cut did to Defendant I was null and void.
2. Based on the answer of Defendant II who admitted that the making of the Deed of Sale and Purchase made by Defendant II was based on the Deed of Power of Sale which was not correct.

According to the author, the Panel of Judges should have conducted a broader legal consideration than just using logic, because it must look at the provisions of the applicable law, and the elements of unlawful acts in accordance with Article 1365 of the Civil Code. Where according to the Notary Office Act, the Notary only makes an authentic deed of what is conveyed by the plaintiffs. The Notary must be held responsible if it is proven that the Notary has committed a violation of the formal aspect of the Notary deed. The offense must be proved before the court and must be by a court ruling stating that the Notary has committed a violation of the formal aspect of a deed. In this case, the Notary will be the defendant himself not together with the other party because the formal aspect of a deed is the full responsibility of the Notary.

The formal aspect of the Notary deed is truth and certainty about the day, date, month, year, hit facing and the parties facing, paraphrasing and signatures of the interceptors, witnesses, and Notaries, recording the statements or statements of the

interceptors. The notary has no obligation to deepen the truth of a document provided by the interceptors. Thus, defendant II, who as a Notary who made the deed of power of attorney to sell, should not be decided to be the party who should be responsible and compensate the plaintiff. In accordance with the answer from Defendant II that on August 31, 2012, who was present before Defendant II was a person claiming to be named Z. Ahmad Nyak Cut in accordance with the ID Card Identity originally shown to Defendant II and submitted the original Title Certificate No. 374/1999 also in the name of Z. Ahmad Nyak Cut, who stated that he would authorize the sale to Defendant I, who was also present before Defendant II as the Beneficiary and the beneficiary of title certificate number 374/1999, subsequently Defendant II made a deed of power of attorney to sell in accordance with his request. Neither did Defendant II nor did Defendant II concern Z. Ahmad Nyak Cut and Defendant I. Defendant II only learned that Z. Ahmad Nyak Cut had died in 2002 at the time of the suit. Defendant II stated that there was no objection if the Panel of Judges declared The Deed of Power of Attorney to Sell no. 19 null and void, but Defendant II in principle retained all the deeds and actions of Defendant II on the deed made.

There was not a single answer from defendant II stating that defendant II claimed that the making of the deed of power of attorney to sell was untrue. Defendant II only said that if it is proven to be untrue and proven to be manipulation then defendant II does not object if the deeds he made are declared null and void. It should be that the Panel of Judges at the appellate level, also reviews and considers new matters, not only corroborating the considerations and rulings of the Panel of Judges in the first instance.

According to the author, defendant II should have been relieved of his responsibility to indemnify, because defendant II in this case was an official who exercised his position to provide legal services to defendant I to make an authentic deed. In the judgment it is not elaborated on and considered as to the guilt of defendant II, it is not elaborated on the elements of the tort. According to the author, there is no element of unlawful acts proven to be committed by defendant II. By it was decided that neither the deed of power of sale and purchase nor the deed of sale and purchase made by defendant II was null and void, then all circumstances returned to their original state and the deed was deemed never born. Similarly, the Deed of Sale and Purchase based on the Deed of Power of Attorney to Sell number 19 is also null and void

The plaintiff as the heir of Z. Ahmad Nyak Cut is a person who is entitled to the object of the dispute, bringing this decision of the Banda Aceh High Court, upon the cancellation of the deed of power of sale and sale and purchase deed to the Banda Aceh Land Agency, the name of the certificate will be returned to the way it was originally where the name listed in the land certificate was the name of the owner before the name of the change to defendant I.

Based on the author's analysis that the author has described in the previous section, the public and legal agencies still apply the principle of legal presumption to the Notary deed even though the Notary deed concerned contains three defects in the terms of the agreement and material falsehood. It can be seen that in the case of judgment number 3519 K / Pdt / 2017 since the creation of the Deed of Power of Attorney to Sell by defendant I and the person who pretended to be, there have been several consequences and legal acts which are the deed of sale and purchase and reverse of the name of the title certificate number 374/1999. These things show and describe where defendant III as a State agency continues to process the name requested by defendant I, even though the deed of power of attorney to sell which is the basis for the transfer of rights and renaming contains a defect in the terms of the agreement and material falsehood, namely the existence of a person who

pretends to be act as a authorizer so there is also a falsehood of signatures. With this, according to the author, until now the value of public trust in a Notarial deed has not disappeared. The Notarial Deed is still considered valid and has the evidentiary value fulfilled before an annulment from the court.

IV. Conclusion

The decision of Cassation No. 3519 K/Pdt/2017 corroborates that this Deed of Power of Attorney to Sell is null and void. Thus, the aforesaid deed of power of attorney is no longer binding on the parties therein, all the powers and rights and obligations born out of the aforementioned grant of power are considered to have never existed and are binding on the parties (the person who claimed to be Z. Ahmad Nyak Cut and defendant I). in addition, there are other legal implications for the making of a deed of power of attorney for sale in which there is a person pretending, then according to one of the parties to the agreement, may apply for cancellation if it is found that the incompetence of the parties to the agreement.

The legal implications for third parties for the creation of a deed of power of attorney for sale which can be a Person who pretends to be a third party must still consider the deed to be valid and authentic, there is no defect in the deed before the judgment of annulment from the court, this is based on the principle of presumption of validity of the Notarial deed. If a third party does not know of a person pretending to be in the deed and carrying out legal acts based on the deed in question. Then the legal action can still be carried out before there is an annulment from the court of the deed containing the person who pretended to be. If there has been an annulment of the deed from the court due to the presence of a person pretending to be in the deed, then the provisions in the deed are no longer binding and the deed is considered to have never existed or was made.

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