

The Legal Liability of a Notary for the Criminal act of Forging an Authentic Deed They Created (Judge's Verdict Number 248/PID.B/2022/PN.JKT.BAR)

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ABSTRACT

Forgery of an authentic deed constitutes a serious criminal act wherein a document is created or altered unlawfully. As a public instrument prepared by a Notary or other authorized official, an authentic deed carries full evidentiary weight in court. This study examines the legal accountability of a Notary in relation to the crime of forging an authentic deed, as reflected in Judge's Decision Number 248/Pid.B/2022/PN.Jkt.Bar, and explores the ensuing legal consequences. Employing a normative juridical method with statutory, case study, and conceptual approaches, the research finds that a Notary's liability for such forgery—as demonstrated in the Nirina Zubir case—encompasses both administrative and criminal dimensions. Criminal liability is grounded in Article 264 paragraph (2) of the Criminal Code, Article 55 paragraph (1) of the Criminal Code, and Article 3 of Law No. 8 of 2010 on Money Laundering Crime Prevention. Administratively, sanctions under Law No. 30 of 2004 on the Notary Office may include dismissal or removal from office, particularly in cases of negligence or ethical violations. Additionally, civil liability may arise under Article 1365 of the Civil Code, obliging the perpetrator to compensate parties for incurred losses.

KEYWORDS

Accountability, Notary, Forgery of Authentic agreement



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INTRODUCTION

The increase in Indonesia's population creates various needs and also increases them, for example, the need for clothing, food, and shelter (Hill, 2021). Among these three needs that cannot be ruled out based on human needs is the need for a place to live, where a place to live is a place to shelter (Noonan & Watson, 2017). To form a house, every human needs land to manage and build their own house (Roestamy & Martin, 2019). Land holds a vital role as a source of prosperity and welfare in national life, not only because of its economic value but also due to its significance as regulated under the *Basic Agrarian Law*, rooted in Article 33 paragraph (3) of the 1945 Constitution. This stipulation underscores that the acquisition and utilization of natural resources, including land, must be directed toward achieving social justice and ensuring the greatest possible prosperity for the people (Muchunguzi, 2023). However, land disputes remain prevalent, often stemming from a lack of public awareness regarding the importance of legal certainty over land ownership (Onifade, 2015). This persists despite the fact that land registration serves as a fundamental mechanism to guarantee legal protection, provide proof of lawful ownership, and affirm the legal status of land under one's control, which can then be effectively managed and utilized.

Many problems of various kinds will arise if the legality of land is not prioritized. This has given rise to a relatively wide number of land disputes, starting from ownership to boundaries; these two issues dominate legal cases. The government has consistently emphasized the importance of providing legal certainty as a foundation for unity within society and the state (Alexy, 2015). Indonesia upholds legal norms designed to ensure clarity, order, and

protection grounded in both justice and legality (Bedner, 2016). For legal subjects to truly benefit from such clarity, order, and protection, there must be effective mechanisms to affirm and secure their rights and responsibilities (Helfer, 2017).

For this reason, the government established legal professions to assist individuals who may not be familiar with legal procedures, particularly those involved in handling a case. This initiative aims to enhance public understanding and access to the law (Lemieux & Trapnell, 2016). Examples of such professions include *Notaries*, *Land Deed Officials* (*Pejabat Pembuat Akta Tanah* or *PPATs*), and Advocates or Lawyers, who can be found across various regions of Indonesia. Among them, *Notaries* serve as public officials (*openbare ambtenaren*) authorized to create authentic deeds (*akta autentik*) and perform other tasks as stipulated by law. The designation of public officials is listed in Article 1 of the *Notary Position Ordinance* (*Ordonantie op den Notarissen*) and in *BW* Article 1868. Article 1 number (1) of Law No. 2 of 2014 concerning the *Notary Position* (*UUJN*) explains: "A notary is a public official who is authorized to make an authentic deed and has other authorities as referred to in this law or based on other laws".

Therefore, the role of the *Notary* is essential in handling documents concerning land rights (Bondarieva, 2019). As public officials, *Notaries* are authorized to prepare legal instruments such as deeds, along with other tasks as stipulated in Law No. 30 of 2004 in conjunction with Law No. 2 of 2014 on the *Notary Position* (*UUJN*). Entrusted with public confidence, *Notaries* are expected to safeguard all documents and materials used in the preparation of deeds. *Notaries* play a pivotal role in ensuring the certainty, order, and legal protection of deeds executed by or before them (Gunawan et al., 2025). A notarial deed carries strong evidentiary value, and in the event of a legal dispute, it can serve as valid proof before the court, as provided under Article 1870 of the *Civil Code* (*Burgerlijk Wetboek* or *BW*), for the parties who entered the deed.

In the event of a legal dispute, a deed may be revoked or declared null and void if the parties fail to reach an agreement on its terms. The court holds the authority to annul a deed prepared by a negligent *Notary*. Such lawsuits are often filed by one of the parties when the other, through carelessness, has acted without fully understanding the legal consequences of their actions. The thoroughness and foresight of a *Notary* is also important so that the deed made before them can have legal force and serve as valid evidence for the parties. Therefore, a *Notary* is legally responsible for any errors or omissions in the deed they make.

Forgery of an authentic deed refers to the act of creating or altering such a document in an unlawful or untruthful manner (Abdul Hadi & Paino, 2016). An authentic deed—prepared by a *Notary* or other authorized public official—carries full evidentiary weight in legal proceedings (Eddy & Sudiro, 2022). Acts of forgery may include drafting a false deed, modifying its genuine contents, or inserting inaccurate information. In legal terms, a *Notary* found to be involved in forging an authentic deed may be prosecuted under Article 264 paragraph (1) point 1 of the *Criminal Code* (*Kitab Undang-Undang Hukum Pidana* or *KUHP*), which prescribes a maximum penalty of eight years' imprisonment.

This research is grounded in the land mafia scandal involving actress Nirina Zubir, where three *Notaries* were allegedly implicated in issuing forged authentic deeds that unlawfully transferred land ownership (Latumeten, 2022). The case, processed under *Judge's Verdict*

Number 248/Pid.B/2022/PN.Jkt.Bar, reveals systemic vulnerabilities in land administration and the severe consequences of notarial misconduct. Previous studies on notarial liability have often focused on administrative sanctions or general ethical violations, without deeply analyzing the intersection of criminal forgery laws and specific notarial duties in high-profile asset seizure cases. This research aims to fill that gap by providing a comprehensive legal analysis of notarial accountability in authentic deed forgery, using a recent and complex case study to illustrate the practical application and shortcomings of existing laws (Caligari, 2024).

Driven by this case, the study addresses two main problem formulations: first, the legal accountability of a *Notary* for forging authentic deeds as reflected in the court's decision; and second, the legal consequences arising from such criminal acts. The purpose is to analyze the scope of a *Notary's* legal accountability and the resulting implications. The research benefits the public and students by enhancing understanding of deed forgery and aims to offer solutions for improving legal protection and certainty in land ownership.

Furthermore, the forgery of an authentic deed may result in criminal sanctions for all parties involved in the act. A *Notary* proven to have participated in such forgery may also face dishonorable dismissal by the Minister of Law and Human Rights if found guilty through a court decision with permanent legal force. Accordingly, the forgery of an authentic deed constitutes an unlawful act that carries serious legal consequences for the perpetrator.

A victim of an authentic deed forgery committed by a *Notary* may suffer various forms of loss, which can include: 1) Financial Losses: As a result of the forgery of an authentic deed, the victim may incur substantial financial losses, including the deprivation of assets or the loss of lawful property rights. 2) Legal Losses: Forgery of an authentic deed can result in legal losses for the party/victim, such as loss of legal rights that should be guaranteed by a valid authentic deed. 3) Moral and Psychological Losses: Forgery of authentic deeds can also cause moral and psychological losses for the victim, such as loss of trust and reputation, as well as stress and discomfort due to complicated legal situations. 4) Cancellation of Deeds: As a result of forgery of authentic deeds, forged deeds that have been made can be canceled by a civil court. The procedure for canceling this deed can take time and additional costs for the victim.

Identification of counterfeiting of authentic deeds can be done by paying attention to the following: 1) Content of the Deed: Make sure that the information contained in it is in accordance with the actual facts. If there is a discrepancy between the contents of the deed and the actual circumstances, the possibility of forgery needs to be considered. 2) Procedure for Making the Deed: Pay attention to the procedure for making authentic deeds. An authentic deed must be made in accordance with the stipulations of applicable laws and procedures. If there is a violation of procedures in making the deed, this can be an indication of forgery. 3) Conformity with the Law: An authentic deed must be in accordance with the stipulations of applicable law, and if there is a discrepancy, this can be a sign of forgery. 4) Evidentiary Power: Authentic deeds have perfect evidentiary power. If there are doubts about the validity or correctness of the contents of the deed, further investigation needs to be carried out to identify the possibility of forgery.

By paying attention to the above, the identification of authentic deed forgery can be carried out carefully to ensure the validity and correctness of the deed. Some common forms of authentic deed forgery involve adding, subtracting, or altering the information contained in

the deed. This forgery can be done in a variety of ways, including forging signatures, stamps, or seals, so that the resulting deed shows information that does not match the facts.

The motivations for forging authentic deeds can vary, ranging from fraudulent schemes and asset embezzlement to document falsification intended to facilitate illegal transactions. Such acts severely undermine public trust in the notarial profession and the judicial system. For this reason, preventing and strictly enforcing laws against the forgery of authentic deeds is essential to preserving the integrity of the legal system. Law No. 2 of 2014, which amends Law No. 30 of 2004 on the *Notary Position*, serves as the legal framework governing the tasks and responsibilities of *Notaries* and *Land Deed Officials (PPAT)* in the preparation of authentic deeds.

This case relates to the land mafia scandal involving actress Nirina Zubir, in which three *Notaries* were allegedly implicated in issuing authentic deeds that resulted in the unlawful transfer of land ownership belonging to her late parents. On November 18, 2021, the Metro Jaya Regional Police named five suspects: Riri Khasmita (RK), Erdianto (E), and three *Land Deed Officials (PPAT)* who also served as *Notaries*—Faridah (F), Ina Rosaina (IR), and Edwin Riduan (ER). Their alleged actions in the land mafia scheme caused financial losses to Nirina Zubir's family amounting to billions of rupiah. According to the Head of Public Relations of the Metro Jaya Police, Brigadier General Yusri Yunus, the main perpetrator's modus operandi in the case that caused losses to Nirina Zubir involved forging signatures. Investigators initially apprehended three suspects, including a married couple, one of whom had previously worked as a domestic helper for Nirina's late mother. Nirina had trusted Riri to handle her mother's land and building tax (*Pajak Bumi dan Bangunan* or *PBB*) payments. Because of this trust, her late mother not only granted Riri power of attorney but also entrusted her with the land certificates. Exploiting this trust, Riri allegedly forged authentic deeds to transfer the power of attorney over the certificates. She then proceeded to change the ownership name on the land certificates to that of her husband.

Meanwhile, the other five amended certificates used their own names. Riri had been given a good life, not shared with her siblings, let alone family. However, Nirina's mother still had a good heart to provide the location for the workplace, but in fact, the reciprocity given by Riri was forging documents that she claimed had disappeared.

Nirina Zubir also explained that there were six plots of land, all of which had their names changed to Erdianto (E) and Riri Khasmita (RK); then four certificates were pawned to the bank and others were sold. Until it was revealed that the various certificates had been sold for the benefit of the RK family's business. Thus, there are six certificates that had been secretly altered in the name of the suspect. Then, some were pledged to the bank and the rest were sold, and it is suspected that the proceeds were used for the suspect's capital to run their business, namely frozen chicken with more than five branches. This action resulted in Nirina Zubir's family feeling harmed up to billions—at least Rp17,000,000,000 (Seventeen Billion Rupiah) in Gunung Putri and Jakarta. Nirina also revealed that RK carried out the action with the help of a *Notary*.

In this case, the forgery involved falsifying documents or inserting false information regarding the landowner's identity, along with forging the signature of the *Land Deed Official (PPAT)* to unlawfully obtain the required legal documentation. The prevalence of such land-related cases serves as a stark reminder of the weaknesses in the state's protective

mechanisms—a challenge that undermines the social, economic, and cultural foundations guaranteed by the Constitution. Eradicating the land mafia remains an urgent task that must be addressed promptly by all relevant authorities, including the Ministry of Agrarian and Spatial Planning, the Indonesian National Police, and other supporting stakeholders involved in land affairs. Land-related challenges are complex and challenging to resolve, yet they demand swift and decisive preventive as well as enforcement measures by the responsible parties.

In the land mafia case involving Nirina Zubir, her land certificate was unlawfully fabricated by her domestic assistant—an act that cannot be legally justified. This clearly violates Article 28H of the 1945 Constitution of the Republic of Indonesia, which affirms that every individual has the right to personal property and that such property may not be arbitrarily seized by any party. Motivated by this challenge, the author conducted further as a case study. This research addresses two main problem formulations: first, the legal accountability of a *Notary* in relation to the crime of forging authentic deeds as reflected in the court's decision; and second, the legal consequences arising from such criminal acts. The purpose of this study is to analyze both the scope of a *Notary*'s legal accountability and the resulting legal implications of forgery of authentic deeds committed by a *Notary*. The benefits of this research are hoped to provide a theoretical contribution for the general public and students seeking a deeper understanding of the forgery of authentic deeds committed by *Notaries*. Practically, the study aims to offer solutions that enhance legal protection and certainty in land ownership, ensuring that the rights of landowners are properly safeguarded.

METHOD

This study employed a normative juridical research method, which involved conducting legal research through the examination of existing literature and legal materials. As explained by Jonny Ibrahim in his book Theory and Method of Normative Legal Research, normative juridical research was a scientific procedure aimed at discovering the truth from a normative perspective, grounded in the logical framework of legal science. This research adopted several approaches, namely: the legislative approach, which examined laws and ordinances relevant to the legal issues under study; the case approach, which employed judicial decisions concerning the topic; and the conceptual approach, which explored abstract concepts representing the class of phenomena being studied.

The legal materials used consisted of primary legal sources, namely binding and hierarchical legal norms, including Law No. 2 of 2014 on the Notary Position (*Kedudukan Notaris*), Government Regulation No. 24 of 2016 on the Position of Land Deed Officials (*Pejabat Pembuat Akta Tanah*), and Regulation of the Head of the National Land Agency No. 1 of 2006. In addition, this study also utilized secondary legal materials, such as books, academic journals, and other legal publications relevant to the issues studied, to provide supporting insights. Tertiary legal materials—such as legal dictionaries and encyclopedias—were used to clarify and explain the primary and secondary sources.

The gathering of these legal materials was conducted through a literature review, which involved studying legal reference books, *fiqh* sources, and other relevant documentation. The documentation method was also employed to collect data from various sources, including books, magazines, newspapers, and official documents. The analysis of legal materials was conducted through legal interpretation—one of the key methods in legal discovery—combined The Legal Liability of a Notary for the Criminal Act of Forging an Authentic Deed They Created (Judge's Verdict Number 248/Pid.B/2022/PN.Jkt.Bar)

with a descriptive approach to explain and elaborate on the content and meaning of positive legal norms as stipulated in statutory regulations.

RESULT AND DISCUSSION

The legal accountability of the Notary for the crime of forging an Authentic agreement made in the Judge's Decision Number 248/Pid.B.2022/PN. Jkt.Bar

A Notary holds a position of trust in society as a public official. The position of a Notary as a functionary in society as an official who can be trusted upon by the community. A Notary is usually considered an official, where one can obtain reliable advice. Everything that is written and stipulated (constabulary) is correct, Notaries are strong document makers in a legal procedure. In the context of a Notary as a General Official, a relaas agreement or official agreement (ambtelijke akten) is a agreement made by (door enn) Notary based on observations made by the Notary. An authentic agreement holds perfect evidentiary power for all parties involved, unless proven otherwise through a court decision that has fulfilled permanent legal force. To be considered authentic, a agreement must belong to certain formal stipulations: it must be drafted in accordance by the structure prescribed by laws and ordinances, executed in the presence of a Public Official, and prepared by an official by the authority to challenge such a agreement. According to Adami Chazawi, the crime of forgery constitutes a criminal act involving the insertion of falsehoods into a document, resulting in content that differs by the actual truth.

A Notary's act of committing forgery in an authentic agreement they have prepared is legally indefensible and inevitably harms the interests of the parties connected to that agreement. Any party whose rights are infringed as a result of such forgery has the right to pursue legal remedies. One available course of action is to file a lawsuit in the district court seeking the annulment of the authentic agreement.

An authentic agreement may also be cancelled by a Notary if it is discovered that the agreement contains negligence that could create uncertainty or confusion regarding the agreement of the parties present. In such cases, the Notary has the authority to revoke the agreement. However, if a Notary forges a agreement or participates in the forgery of a document, such conduct constitutes a criminal act that cannot be legally justified under the stipulations of the Civil Code and the Notary Office Law (UUJN). If a agreement prepared by a Notary is found to contain a legal defect or involve the criminal act of forgery, the aggrieved party may file a claim in the district court seeking its annulment. Should the court, through a decision by permanent legal force, grant the request, the agreement will be declared non-binding on the parties who executed it. A Notary may be held accountable through administrative, civil, or criminal proceedings. by a criminal law perspective, liability arises if it can be proven that the Notary is at fault. In this context, the concept of beroepsfout applies—a term referring to professional errors committed by individuals in specialized positions, such as doctors, advocates, and notaries. To establish criminal liability, the following elements must be met: the individual must be capable of bearing accountability; the act must have been committed intentionally or negligently; and there must be no grounds for exoneration or justification.

As for the sanctions of Notaries who commit falsification of data in the having of authentic agreements, then the sanctions given by Notaries are: a) sanctions according to Civil

Code law. b) sanctions according to the Criminal Code law. c) administrative sanctions or Notary Code of Ethics

The administrative sanctions are given if they do not carry out their obligations and carry out a ban on their positions or if they commit a violation or deviation by the obligations of the position and the prohibition of the position. Non-compliance by something that is an obligation that has been contained in laws and ordinances can cause. An unhelped inconsistency in laws and ordinances can undermine legal certainty. Sanctions serve as a means to enforce rules that impose obligations. They function as a form of coercion intended to make offenders aware that their actions have deviated by established legal norms, thereby helping to preserve the harmony of the legal order. In addition, sanctions are designed to foster awareness and create a deterrent effect, discouraging future violations. Sanctions imposed on Notaries serve as a reminder that they have deviated by their professional assignment, encouraging them to comply fully by the laws and ordinances that govern their role. These sanctions also function as a safeguard for the public, ensuring that those who rely on a Notary's services are protected by potential harm. The Notary's Code of Ethics acts as a guiding framework, providing clear standards for the proper execution of their assignment and the exercise of their authority.

This code of ethics contains obligations, prohibitions, and exceptions for Notaries in carrying out their assignment and obligations. The Notary Code of Ethics is compiled by an association called INI. THIS is an acronym for the Indonesian Notary Association. The change in the ordinances governing the Notary Position has also changed regarding the assignment and authority of the Notary supervisor. The following changes have occurred in the ordinances of the Notary Position regarding Notary supervision:

NO	Law No.30 of 2004	Status	Law No. 2 of 2014
1	among Article 69 paragraph (2) and paragraph (3) is inserted Article 69 paragraph (2a)	Inserted	Article 69 paragraph (2a) "In the event that in a district or city, the number of notaries is not proportional to the number of members of the Regional Supervisory Council, then a joint Regional Supervisory Council can be formed for several districts/cities"
2	Article 73 paragraph (1) letter e	Changed	Article 73 paragraph (1) letter e "provides sanctions in the form of written warnings;"
3	Article 73 paragraph (1) letter g	Deleted	-----
4	Article 81	Changed	Article 81 "Further stipulations regarding the procedures for the appointment and dismissal of members, organizational structure and work procedures, budget and procedures for the examination of the Supervisory Board are regulated by Ministerial ordinance".

In addition to conducting a Notary examination at least once a year and considering public complaints concerned to alleged violations of the Notary profession standards or Notary positions, the state Notary supervisory board is also equipped by the expertise and ability to conduct frequent examinations. The Notary Honorary Council permits the summoning of investigators, public prosecutors, or judges in the event of an alleged criminal act, upon request for a copy of the protocol and/or protocol attachment, or for the Notary's protocol, and protects the Notary and requires the Notary to participate in the examination of the Notary's agreement or Notary protocol (MKN). Regarding warnings/reprimands, temporary dismissal (schorzing), permanent dismissal (onzetting) and dishonorable dismissal of members of the association

The Legal Liability of a Notary for the Criminal Act of Forging an Authentic Deed They Created
(Judge's Verdict Number 248/Pid.B/2022/PN.Jkt.Bar)

have been regulated in the Notary Code of Ethics. The stipulation of sanctions is adjusted to the level of violations committed by the Notary both in terms of the Code of Ethics and Law No. 2 of 2014. The Notary Honorary Council and the Notary Supervisory Council in dealing by Notaries who are involved in violations both in terms of the Code of Ethics and the law are obliged to provide briefings and problem solving so that the Notary does not commit similar violations in the future.

The form of preventive inspection by the Notary supervisory board to prevent violations of professional ordinances is carried out by paying attention to the Notary's professional code for the stipulation of materials for the implementation of notary activities, holding seminars and appearances of the supervisory board at least once a month to the Notary, to see the Notary's register. Notaries also noted that the form of preventive inspection is passive, meaning that control is carried out based on reports by the public and various types of evidence. To avoid problems in the future because the agreement he makes is original and can be used as evidence, the Notary as the holder of the authority to make the basic agreement must have special knowledge in the field of land. Problems that often occur when having certified property sale and purchase agreements are due to errors and carelessness in the signing procedure.

Many Notaries do not really carry out buying and selling in accordance by the stipulations and ordinances that govern their work. There will be a huge disadvantage for individuals who care about this challenge.

An example of a Notary acting completely unlawfully is detailed below: a) There has been no clean check on the certificate at the National Land Agency Office when signing the sale and purchase agreement. This aims to: 1) Obtain physical and juridical data certainty registered at the Office of the National Land Agency in accordance with the ordinance of the Head of BPN/PMNA Article 97 paragraph (5) No. 3 of 1997, 2) Get clarity on the correctness of the certificate as evidence challenged by the National Land Office as per the ordinance of the Head of BPN/PMNA Article 97 paragraph (5) No. 3 of 1997, 3) Get an explanation about the correctness of the land rights concerned, ensuring it is not involved in a case/dispute or burdened by confiscation/debt guarantees/other expenses, 4) Ensure that the procedure of having a Notary agreement is in accordance with the procedures outlined in the laws and ordinances. b) Only verbal checks are carried out. c) The Notary reads the sale and purchase agreement in detail but only explains the contents of the agreement in general terms. d) The procedure for signing the sale and purchase agreement by the parties is not carried out jointly. e) In the procedure of signing the sale and purchase agreement, the witnesses are not directly involved. f) The agreement made by the parties is then delegated to another Notary and received by the Notary concerned. g) There is a discrepancy between the transaction price entered in the sale and purchase agreement and the actual transaction price.

Due to the negligence of the Notary who makes the agreement devoid of heeding the stipulations of the relevant laws and ordinances because it does not belong the stipulations subjectively, the agreement is not based on the stipulations of the applicable laws and ordinances, that have legal consequences if canceled in court or a agreement that originally had legal force remains a agreement that only has hidden legal force. Therefore, if the Notary who is authorized in the procedure of the sale and purchase contract is decided, the Notary can be held responsible for the challenge of the sale and purchase contract made by him that is

canceled or declared null and void by a court decision because of a violation of the law in its implementation at the administrative, civil, or criminal level.

Regarding the assignment of the Notary on a legally defective agreement, criminal liability can be described, namely the imposition of criminal sanctions against the Notary can be carried out on the condition that the Notary makes a false letter or forges a agreement by a criminal qualification. Substantive stipulations and formal stipulations of the procedure for having a Notary agreement are formal aspects that must be considered in having a sale and purchase agreement concerned to the assignment of the notary position. According to Habib Adjie, the formal aspects of a Notary agreement can be used as a basis or limitation for assessment if: a) This formal aspect is deliberately shown (by full knowledge and confidence and planned by the authorized Notary) that his actions are used to commit the criminal act. b) A notary deliberately commits a legal act together by the party concerned that he knows is against the law.

In this case, the offer and even the sale of illegal land still occurs. Those who are involved or by the media on the judge become a land mafia carrying out their actions in various regions utilizing various modes. The mode they use to be able to take over other people's land is as if they find new ways. So that various policies to prevent this by happening feel like they are at a dead end where the perpetrators always find legal loopholes. There are several irresponsible behaviors that they play, including dominance of land rights that are escaped based on laws and ordinances. Another black way, namely their authentic agreements, is forged as a result of the issuance of double certificates. by here, the next malicious intention is that they file a lawsuit against the owner of the valid certificate to the court utilizing the pretext of convincing arguments, as a result of that the judge can then take more sides by the perpetrators of the crime. The modes that are carried out involve various parties so that this method is systematic as a result of that the execution can be done well and not sniffed out.

The case of the transfer of land assets experienced by the capital artist, Nirina Zubir as a very interesting study material. The beginning of the event was that at that time Riri Khasmita had a Frozen Food business that had grown into 5 branches where the business started after Nirina's mother died and started by the boarding house owned by the deceased. Riri uses the boarding house to carry out her business activities and for employee residence. by the data collected, Riri has changed 6 (six) land certificates belonging to Nirina's mother that have changed their name, 3 (three) certificates have been sold and have changed in the name of the buyer while the other 3 certificates are still in the name of Riri and her husband. The certificate was collateralized or pledged to the Bank by Riri by a value of around Rp. 74 billion, including Bank BCA and BRI by a value of Rp. 5 billion, Rp. 1.2 billion, and Rp. 1.2 billion. The transfer of land assets belonging to Nirina's family occurred in 2016, 2017, and 2019. In 2017, the perpetrators began to carry out their actions. Nirina explained that the perpetrator originally said that the 6 land certificates were missing and their whereabouts were unknown. Because Nirina's mother is elderly and has several medical histories, it made her immediately confused when she found out that 6 land certificates belonging to Nirina's family assets were missing. That's when the perpetrator offered Nirina's mother that she had an acquaintance of a Notary who could be trusted to take care of the loss of the 6 land certificates of Nirina's family assets.

Due to her advanced age, Nirina's mother approved the offer and entrusted the perpetrator by handling all matters concerned to the replacement of six lost land certificates. The Legal Liability of a Notary for the Criminal Act of Forging an Authentic Deed They Created (Judge's Verdict Number 248/Pid.B/2022/PN.Jkt.Bar)

According to Nirina, neither she, her mother, nor her brother had ever signed any document connected to the procedureing of those six certificates. Once the case entered the legal procedure, it was revealed that the perpetrator had forged all of Nirina's personal data, as well as that of her mother and sister—including ID cards and other official documents—to facilitate the transfer of the six land certificates into the names of the perpetrator and her husband. According to Nirina, a forensic examination at the Police laboratory confirmed that all the signatures in the concerned documents had been forged. As a result, all files, including the agreement of Sale and Purchase (Akta Jual Beli or AJB) prepared and challenged by the relevant PPAT, were also suspected to be falsified.

In the procedure of transferring land rights, the perpetrator does not have the costs to manage the payment of taxes for the transfer of land rights. Then by Faridah, SH.Mkn as a Notary/PPAT has prepared the holders/helps provide funds, namely: Mochamad Max Alatas (Broker) provides capital for the payment of 2 certificates of tax in the amount of Rp. 500,000,000 (five hundred million rupiah); Rey Alexander Putra (Vander) provided a capital of Rp. 650,000,000 (six hundred and fifty million rupiah); Moch Syaf Alatas provided a capital of Rp. 400,000,000 (four hundred million rupiah). Faridah, SH.Mkn invited Ina Rosainah, SH and DR. Erwin Riduan, S.Sos, SH.M.Kn as Notaries/PPAT to cooperate concerned to the having of Notary agreements and PPAT agreements for 6 certificates of Property Rights of Nirina's deceased mother's family that were taken by the perpetrator devoid of the knowledge and permission of the owner to be processed to make a agreement of Sale and Purchase. Faridah, SH.Mkn received a sum of money from the perpetrator in the amount of Rp. 520,500,000 (five hundred and twenty million five hundred thousand rupiah) that came by a loan to the funder mentioned above. Then the other 2 PPATs received money by Faridah, SH.Mkn for the cooperation carried out.

Criminal acts are acts that are prohibited by law and are criminally threatened. The prohibition is aimed at the act, (i.e. a circumstance or event caused by the behavior of a person), while the criminal threat is aimed at the person who causes the incident. There is a close relationship among the ban and the criminal threat, because there is a close relationship among the incident and the person who caused the incident. that cannot be separated by the others. Therefore, for a criminal act to exist, there must be elements: a) agreements (humans); b) That belongs the formulation in the law (is a formal stipulation); c) It is unlawful (a material stipulation).

Criminal acts do not stand alone, they only mean if there is criminal accountability. This means that everyone who commits a criminal act does not automatically have to be punished. To be convicted, there must be criminal accountability. The crime of forging or forging a agreement is the first criminal act of forgery as stipulated in article 263 of the Criminal Code. Article 263 of the Criminal Code: a) Whoever forges a letter or forges a letter that may challenge a right, an undertaking or a debt exemption, or that is intended to prove a fact, by the intention of utilizing it as a genuine and not forged letter or to make others use the letter, then if by its use it may cause a loss, for being guilty of forging a letter, sentenced to imprisonment for a period of 6 (six) years; b) By a similar punishment, it is also punished if anyone deliberately uses a fake or forged letter as if it were genuine and not forged, if the dissemination can cause some loss.

If you look at what happened to Nirina Zubir, it can be seen that the land mafia did not only work alone to be able to carry out its actions. They are also assisted by concerned individuals who are still relevant to the interests of the land mafia. The land mafia plays very smoothly and neatly arranged in carrying out its actions. Starting by the irresponsible Notary who participates in helping the land mafia actors to make all the necessary agreements and certify the required documents used by the land mafias to take care of land agreements at the Land Office. Even by the lowest level devices such as certificates made by RTs, RWs, Urban Villages, and local sub-districts can be forged if necessary. There are many factors that can encourage the rise of land mafia cases, one of that is concerned to the negligence of the community to maintain the confidentiality of their land certificates. They should be even more careful in terms of who they entrust their land agreements to, that is hoped not to be misused of the certificate or land agreement.

Other things that can make the land mafia can further launch its actions in the midst of the community. One of them is due to the lack of supervision and order of land administration, due to the overlap of existing laws and ordinances and regulated substance ordinances, that make a wide number of abandoned lands, escape the law. In addition, the existence of other factors such as the imbalance among the structure of ownership and land ownership can have an effect, and the lack of care of notaries and officers who make land agreements in carrying out their assignment can be fatal as well as there is no legal justification for what happened to Nirina Zubir, whose land certificate was forged or embezzled by her housekeeper. To show how private property rights cannot be taken arbitrarily, Article 28 H of the 1945 Constitution is cited as a consequence of this change. The Basic Agrarian Law (UUPA) No. 5 of 1960, Article 19 stipulates that to provide legal certainty on land, it is necessary to establish an organization that is authorized to carry out land registration. When a piece of land has been officially registered, it becomes proof of ownership.

The legal protection of land rights certificate holders needs to be considered because it is inseparable by the crime of document forgery, that is a criminal act. Referring to article 263 paragraph (1) and paragraph (2) of the Criminal Code that states, whoever creates a false letter or forges a letter that can result in a right, an engagement or that is intended to be evidence of something utilizing the intention to use or instruct others to use the letter as if the content is valid and not fake, is threatened if the use of the letter can result in loss, Because of the forgery of letters, a maximum prison sentence of six years is used. Furthermore, paragraph (2) is explained, it is threatened to use the same penalty, whoever uses the intention of utilizing a fake letter or a forged letter as if it is true, if the use of the letter can result in loss. Proposing a signature also includes the meaning of forging a letter of this article.

Criminal accountability Jefferson explained that the form of criminal accountability usually comes by his moral accountability. What was conveyed was strongly concerned to the criminal liability of the notary concerned with the procedure of having a agreement. In other words, in each procedure of having an agreement, the notary needs to have a moral accountability to the substance of each agreement made. In criminal law, the parameter of criminal accountability is the principle of error. The aspect of Notary liability arises due to negligence (culpa) that results in mistakes (schuld) committed by notary workers in carrying out a job and the mistake causes losses to other people who request Notary services (clients). So that unlawful acts (wederrechtelijk) for the negligence of the notary can be held accountable The Legal Liability of a Notary for the Criminal Act of Forging an Authentic Deed They Created (Judge's Verdict Number 248/Pid.B/2022/PN.Jkt.Bar)

by a civil, administrative and criminal law point of view even though the Law does not regulate criminal sanctions.

Legal Consequences Arising by the Crime of Forgery of Authentic agreements by Notaries

Land conflicts often occur in Indonesian society, this conflict can occur due to several factors such as overlapping ordinances, inadequate ordinances, overlapping judiciary, convoluted settlements and bureaucracy, poverty, high economic value, increasing public awareness, fixed land while the population is increasing, the amount of land is minimal while population growth is getting higher so things like the land mafia will actually also be difficult dammed. However, this is becoming increasingly worrying because land disputes are increasingly diverse and also increasingly complex so that they can affect the development of the desire for land. Such conditions trigger the emergence of various conflicts and land disputes where land becomes the object of grabbing, grabbing and so on. Therefore, land registration is a very ideal way out to provide strength or strong evidence (in the form of a certificate) for the holder of the land rights that he is the authorized or legally authorized person over a land plot that has been registered.

In addition to the community, both among families, it is not uncommon for land disputes to also occur among stakeholders (entrepreneurs, SOEs and the government). This proves the importance of land certificates as a sign of legal proof of the land owned. This makes the amount of news about the land mafia increasingly appear in social media news and national news analysis, because there are various kinds of new problems and complicated modes that arise along by the development of the population. Not a few people have experienced losses or fraud in land dispute cases, due to the mischievous hands of the land mafia that continues to be rampant. Legal certainty is also one of the theories that can be applied to this very complicated land challenge, especially concerned to the main purpose of legal certainty that is hoped to provide a sense of security to the community by protecting the rights owned by the community. The eradication of the land mafia is a homework that must be completed immediately by all relevant authorities, namely by the Ministry of Agrarian and Spatial Planning, the Indonesian Police, and all supporting elements who will always be involved in all interests of land challenges. Although it is not a land challenge that is not an easy problem to handle, it requires immediate preventive and corrective measures by the relevant parties.

The crime of forgery of letters is formulated in Article 263 of the Criminal Code ("KUHP"), which states that: 1) Whoever forges a letter or alters a letter that can challenge a right, an agreement (obligation), or a debt release, or that may be used as evidence for an act, with the intention of utilizing or instructing others to use the letters as if they were genuine and not forged, then if used, it can cause a loss, will be punished for forgery of letters by imprisonment for six years; 2) A similar punishment also applies to anyone who deliberately uses a forged or altered letter as if it were genuine and not forged, if its use leads to some loss.

If a person forges a statement of land ownership and signature, then the act should be suspected of being a criminal act of forgery of letters as described in Article 263 of the Criminal Code. Furthermore, in Article 264 of the Criminal Code, it is emphasized that: 1) Forgery of letters is punishable by imprisonment for a maximum of eight years if committed against: a) Authentic agreements; b) Debt securities or debt certificates issued by a country or its territory

or by a public institution; c) Sero Letter or Debt or Sero Certificate or Debt issued by an Association, Foundation, Company, or Airline; d) Talon, proof of dividend, or interest by any of the letters described in 2 and 3, or proof of receipt challenged in lieu of those letters; e) Letters of credit or trade letters intended for circulation; 2) Anyone who deliberately uses the letter mentioned in the first paragraph, whose content is not true or that is forged as if it were true and not forged, is subject to the same criminal penalty if the forgery of the letter can cause a loss.

Article 264 paragraph (1) to 1 of the Criminal Code threatens a maximum prison sentence of 8 (eight) years for forging letters committed in an authentic agreement. The definition of an authentic agreement according to Article 1868 of the Civil Code, "An authentic agreement is an act that in the form prescribed by law, is made by or in the presence of public officials who have authority for it in the place where the agreement is made". Property rights certificates that have been challenged by land mafia actors are land products that are procedurally defective and can be canceled in accordance by the Minister of ATR/Head of BPN number 11 of 2016 concerning the settlement of land cases after it is found that there is engineering in the issuance of the SHM and is suspected of being fake. Currently, 4 certificate numbers out of 6 certificates have been blocked by the Ministry of Agrarian and Spatial Planning/National Land Agency (ATR/BPN), and are still waiting for a permanent legal decision to cancel the other certificates and return them to Nirina Zubir's family. The perpetrators can be ensnared by Article 378 of the Criminal Code, this article describes fraud as an act carried out to benefit oneself or others by unlawful means because the perpetrator, namely the domestic assistant (ART) of Nirina's family named Riri Khasmita, was trusted by Nirina's mother the late Cut Indria Martini to take care of the PBB payment authorized by the deceased. Departing by the victim's trust, the perpetrator changed the ownership of several certificates in his name and Endrianto's husband, who was also named as a suspect. Furthermore, the perpetrator also pawned the certificate to the bank. Then, several other certificates were sold by the perpetrator, Article 378 itself reads: "Whoever by the intention of unlawfully benefiting himself or others, by utilizing a false name or false dignity, by deception, or a series of lies, induces another person to hand over something to him, or to give a debt or write off receivables is threatened by fraud by a maximum prison sentence of four years". Article 378 of the Criminal Code itself contains several elements, namely: 1) Whose goods. 2) by the intent. 3) To unlawfully benefit oneself or others. 4) by the use of false names, false dignity, deceit, a series of lies. 5) Inducing or persuading others to hand over goods, give debts, or write off receivables.

The legal consequences of forging authentic agreements carried out by a Notary are based on the rules that have been regulated in the Law on Notary Positions (UUJN), where Notaries if they are involved in a criminal act and every agreement made by them is unsourced, they are punished through the following 3 (three) stipulations, including:

1. Based on the first stipulation, according to Law ordinance Number 30 of 2004 concerning the Notary Position, sanctions can be applied, namely in the form of dismissal or notaries dismissed by their positions by the Government or the Minister for negligence and violation of the Notary Professional Code of Ethics in carrying out their assignment as a General Officer of agreement-having. The application of sanctions administratively or the notary

code of ethics imposed can be in the form of verbal reprimands, either in writing to disrespectful dismissal by the Supervisory Board.

2. After passing the first stipulation, it can then be improved based on the second stipulation, namely according to Civil Sanctions Article 1365 of the Civil Code regarding the obligation to pay compensation to the aggrieved parties.
3. The final stage can be followed up based on the third stipulation, namely according to the Criminal Code Article 264 Paragraph (1) regarding forgery of aggravated letters, while Article 266 Paragraph (1), the perpetrator or the Client who instructs the Notary to enter false information into the authentic agreement and the sound of each Paragraph (2) among Article 264 and Article 266 of the Criminal Code. The content is the same, namely about having a agreement intentionally utilizing the agreement as if the content is correct.

If viewed by Islamic law, there has been no detailed discussion about the forgery of this authentic agreement. However, there are similarities among forging authentic agreements and forging signatures and stamps. The practice of fraud as well as the counterfeiting of letters and stamps has occurred in the time of the Prophet PBUH and his companions. Then this happened during the time of Caliph Umar Ibn Al-Khattab, where Mu'an Ibn Aidah committed a stamp forgery, that made Caliph Umar Ibn Al-Khattab impose a sanction, namely takzir for what he had done. Where takzir is a sanction that has been decided by sharia and given to ulil amri (leader) as a whole, but according to fiqh scholars, takzir is a sanction that is the right of Allah or the son of Adam against disobedience devoid of a concrete reason and does not also cover his sin (kaffarah).

Because this shows that every act of fraud like forgery is a forbidden act, that is included in the act of lying, fraud and deceit. Actions such as those mentioned can be categorized as unjust acts that can harm a person, therefore the person who commits such acts must be punished. It is explained in the Qur'an about the act of lying, that is found in the Qur'an Surah An-Nisa (4) in Verse 145:

أَرِيَصْنُهُلِّ جَنَّلُورَ آنَلَّا نِمَلْسُلَّ كُرْدَلِ يَقْنِي قَنَمَلَانِ

Meaning: "Inagreement, the hypocrites are (placed) in the lowest level of Hell. And you will never have a helper for them." Then seen in the shari'a, deception is the act of lying, and committing the act of lying is the characteristic of hypocrisy, as mentioned in the hadith that has been narrated by Imam Bukhari, the hadith of the Prophet Muhammad PBUH that means "there are three signs of a hypocrite: namely when he speaks he is lying, if he promises he is inkar, if he is believed to be a traitor". (Hadith Narrated by Bukhari). by some of the above postulates and hadiths, it can be summarized that according to the perspective of Islamic law, forging an authentic agreement is the same as committing fraud, or lying and lying to others. that is categorized as the characteristics of hypocrites, and as we know that fraud is a great sin that is considered an immoral act that will result in losses to others.

CONCLUSION

The author concluded that in the Nirina Zubir land forgery case, notaries faced legal liability for ethics violations involving falsified land deeds and rights transfers, resulting in

administrative and criminal sanctions under Article 264 paragraph (2) and Article 55 paragraph (1) of the Criminal Code (KUHP), as well as Article 3 of Law No. 8 of 2010 on Preventing Money Laundering Crimes. Notaries could also be sued for damages if issuing inauthentic deeds, with civil liability applying if unaware of falsity, but criminal liability if knowingly using false data, alongside potential dismissal under the Notary Position Law (UUJN) and civil sanctions per Article 1365 of the Civil Code (BW), further regulated by Articles 264 and 266 of the KUHP for document forgery and deceitful agreements. For future research, empirical studies could examine post-sanction rehabilitation programs for notaries and the effectiveness of digital verification systems in preventing land deed forgeries in similar high-profile cases.

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