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Due to the Law for the Making of a Power of Power of sell which is Not Previous with the Principal Agreement in the Transaction of the Selling of Inspired Land (Case Study of Ma Decision No. 772/K/Pdt/2018)

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Abstract

This study discusses the legal consequences of making a power of attorney to sell which is not preceded by a principal agreement in the sale of inherited land. This research is a normative juridical law research with qualitative methods to analyze data and descriptive analytical research type. Power of attorney to sell is a form of special power of attorney. Where in the Special Power of Attorney it must be stated clearly and unequivocally regarding what legal actions and actions may be taken by the Proxy. This is so that the power of attorney does not deviate from the intent of the Authorizer. Power of attorney to sell is a form of accessoire agreement. Accessoir agreement is an additional agreement that follows the Principal Agreement. Power of attorney to sell that stands alone without following the main agreement, it is very risky for deviations to occur in its implementation. This is because the power of attorney to sell which stands alone usually does not include the rights and obligations of the giver and Power of Attorney in detail, clearly, firmly.

Keywords

Legal consequences; power of attorney to sell; accessoire agreement



I. Introduction

In everyday life we often see a person/legal entity conducting land and building, buying and selling transactions with other parties, either individuals (or several people) or legal entities. In every transaction of buying and selling land and buildings, in general there will always be two parties involved, namely there is someone who acts as the seller, namely the **owner** of the land and building and the other side acts as the buyer. **18**

The **sale and purchase** transaction of land and buildings is essentially a **sale and purchase** agreement of land and buildings between the **seller** and the **buyer**, in which the **seller** (the owner of the land and building) has agreed to surrender/release the rights to his building land to the buyer, which at the same time at the same time the buyer has agreed to pay the agreed price for the land and buildings, with a certain amount of money. Therefore, talking about the sale and purchase agreement of land and buildings, we must first understand the meaning of the word "sale and purchase agreement" first.

In the Big Indonesian Dictionary (online version), the meaning of the word agreement is a written or oral agreement made by two or more parties, each of whom agrees to obey what is stated in the agreement. This definition implies that an agreement contains elements, namely:

1. An agreement, both written and verbal, that
2. There are two or more parties who make an agreement that
3. There is an agreement from each party,
4. There is an object referred to in the agreement.

Which cause legal consequences as desired by the parties, including marriage, marriage agreements and others. In a narrow sense here, the agreement is only intended for legal relations in the field of property law, as referred to in Book III BW.

Covenant law is discussed as part of the Law of Engagement, while the Law of Engagement is part of the Law of Property. Therefore, the relationship that arises between the parties in the agreement is a legal relationship in the field of property law. Because the agreement creates a legal relationship in the field of property law, it can be concluded that the agreement creates an engagement.

So it is said that the agreement is one of the main sources of engagement. Therefore there is an opinion that says that the agreement regulated in Article 1313 BW is an agreement that gives rise to an engagement or is called an obligatory agreement. As described above, the engagement here is a legal relationship between two or more parties in the field of property law, where on one side there are rights and on the other there are obligations. This means that the agreement as referred to in Article 1313 BW will give rise to rights and obligations. This is what distinguishes it from other real agreements.

One type of agreement is a Sale and Purchase Agreement. In accordance with Article 1457 of the Civil Code, what is meant by a sale and purchase agreement is a reciprocal agreement, whereby one party binds himself to deliver an item, and the other party pays the promised price. This sale and purchase is deemed to have taken place between the two parties, as soon as the two parties have reached an agreement regarding the goods and their price, even though the goods have not been delivered or the price has not been paid. This is in accordance with the principle of consensualism in the agreement.

Article 5 of Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles (UUPA) indicates that the prevailing land law in Indonesia is customary law. Where in terms of customary law, buying and selling land is a legal act of transferring land rights which is cash, clear and real. Cash means that there are two actions carried out simultaneously, namely the transfer of land rights which are the object of sale and purchase from the seller to the buyer and the payment of the price from the buyer to the seller, these two things occur simultaneously and simultaneously. Terang means that the legal act of buying and selling is carried out before the Land Deed Making Officer (PPAT) who is authorized to make the Sale and Purchase Deed (B). Meanwhile, "real" means a deed signed by the parties indicating that a real or real legal act of buying and selling has been carried out.

To obtain authentic legal evidence for the act of granting the power of attorney, someone will come before a Notary to make a deed of power of attorney, where the granting of a notarial power of attorney is the granting of a power of attorney in written form made by a Notary Official. Notary power of attorney or commonly referred to as a power of attorney is a power of attorney draft made by and based on the thoughts of the notary official himself or it may be that the draft is a standard draft that already exists and is commonly used by notary officials.

Likewise in the case of granting power of attorney related to land sale and purchase transactions. To obtain an authentic deed in the form of a power of attorney to sell in a land sale and purchase transaction, someone who will make an authentic deed of power of attorney by coming to a notary public to make an authentic deed in the form of a deed of power of attorney to sell. So the real purpose of the Deed of Authorization to Sell is so that the Notary/PPAT can immediately make the Deed of Sale and Purchase and then process the transfer of the certificate without having to be attended by the seller, because the seller has previously given the power to sell before the Notary.

There are several Notaries, who make a power of attorney to oppose the sale and purchase binding deed, even though the land sale and purchase transaction has not been paid off. Where this is actually not allowed by a Notary. In the granting of the Selling Authorization, as described above, the Selling Authorization has become the basis for the process of making the Sale and Purchase Deed behind the name and at the same time being used as a registration tool for the transfer of land rights at the land office where the land is located. So that the registration of the transfer of rights is only based on the deed of power of attorney to sell without being followed by the deed of PPJB, which should be accompanied by a statement letter from a Notary.

The problem is, if the power of attorney to sell against the sale and purchase binding deed has been made by a Notary, even though the purchase and sale of land has not been paid in full by the Buyer. Then the next problem is the act of granting the power of attorney to sell, in the course of which the party given the power to sell deviates from the provisions stipulated in the power of attorney to sell, plus the power of attorney to sell is not made in accordance with general legal principles. . Where the making of the power of attorney to sell as an accessoire agreement, is not supported by the main agreement such as a sale and purchase agreement or a deed of distribution of inheritance rights. When the Power of Attorney to Sell is made as a single and separate agreement without being supported by the main agreement, this will cause confusion and problems in the process of granting this power of attorney. Because the agreement (Deed of Power) like this, usually does not include in detail what are the rights and obligations as well as other important requirements of the party giving the power of attorney and the recipient. This causes a high risk of violations and fraud from the issuance of the Selling Authorization Deed. Of course this will cause losses for the Authorizer.

In such circumstances, what should be done by the Party that gave the Authorization to sell to anticipate the incident and what are the legal consequences of making the Power to sell which is not in accordance with general legal principles.

In connection with this, the author is interested in researching and discussing these problems in this thesis entitled "Due To The Law For The Making Of A Power Of Attorney To Selling That Was Not Previous With The Principal Agreement In The Transaction Of The Sale Of Inspired Land (Case Study Of The Manufacturer's Decision No. 772/K/Pdt/2018)

17 II. Research Method

The research method used in this research is normative juridical, namely this research is carried out by collecting and researching library/legal materials in the form of primary legal materials and secondary legal materials. Then an analysis is carried out to solve the problems encountered in this research. These primary legal materials consist of legislation, implementing regulations of legislation, ministerial regulations and court decisions. While secondary legal materials are legal materials that support primary legal materials in the form of: legal books, legal articles in magazines/newspapers, articles in online media, legal journals, theses, theses and dissertations in the field of law and legal literature related to this research. While the problem approach used in this research is the statutory approach, which is an approach that is carried out by examining all laws and regulations related to the subject matter in this research, and the conceptual approach, namely the approach taken by studying the views and doctrines that develop in the science of law so that the authors can give birth to ideas related to legal understanding, legal concepts, and legal principles that are relevant to the legal issues being faced.

III. Result and Discussion

3.1. Overview of the Agreement and Authority

a. Agreement

Agreement in a narrow sense according to Article 1313 of the Civil Code is an act by which one or more people bind themselves to one or more other people. Meanwhile, according to Prof. Subekti, an agreement is an event where a person promises to another person or where the two people promise each other to carry out something. From this event arises a relationship between the two people which is called an engagement. So the agreement gave birth to an agreement between the two people who made it. In its form, the agreement is in the form of a series of words containing promises or abilities that are spoken by mouth or in the form of a written agreement.

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 practice in the field the Power of Attorney to Sell, especially the Power of Attorney to Sell for Land and buildings, is made as a complement to the main agreement, namely the Sale and Purchase Agreement of Land and Buildings. Which is formally and notarial in the form of a Land and Building Sale and Purchase Agreement which is mandated by legal regulations in the form of a Sale and Purchase Deed. However, because at the time of the sale and purchase transaction in front of the Notary the land certificate did not exist, because it was in the process of making certificates and so on, so to bind buyers to want to buy land and buildings whose land certificates were not ready, the notary made a Deed of Binding Agreement. Sale and Purchase of the Land and Buildings. Furthermore, to further strengthen the Sale and Purchase Binding Agreement Deed, in order to protect the rights and interests of the buyer who has paid the land price in full, a Notarial Deed of Power of Attorney from the Seller is made which authorizes the Buyer to sell the land and buildings to any party.

b. Granting of Power

The granting of power of attorney (*lastgeving*) is regulated in Articles 1792 to 1819 of the Civil Code, while power of attorney (*volmacht*) is not specifically regulated, either in the Civil Code or in other legislation, but is explained as one part of the granting of power of attorney. According to Article 1792 of the Civil Code, the granting of power of attorney is an agreement whereby one person gives power to another person, who accepts it to carry out an affair on his behalf.

From the definition of Power of Attorney in Article 1792 of the Civil Code, it can be seen that there are elements of the Granting of Power, namely:

- 1) The existence of an agreement;
- 2) Giving power to the recipient of the power of attorney;
- 3) On behalf of the power of attorney to carry out an affair;

Thus, the elements of an agreement and the conditions for the validity of an agreement as stated in Article 1323 of the Civil Code must be fulfilled. Because with the birth of the agreement comes the rights and obligations of the parties. The elements of an agreement are:

1. There is an agreement between two or more parties;

2. The agreement reached depends on the parties'
3. willingness to create legal
4. Consequences. Legal consequences for the benefit of one party at the expense of the other party or reciprocal; and
5. By heeding the requirements of the law, 4 conditions for the validity of an agreement are the provisions as stated in Article 1320 of the Civil Code, which has been discussed above.

In a power of attorney, in general, the obligation to carry out an achievement is only found on one party, namely the recipient of the power of attorney, this is because basically the grant of power is a one-sided agreement.

Initially, this power of attorney was granted free charge because it was based on friendly relations, unless agreed otherwise as referred in Article 1794 of the Civil Code. However, if a reward is promised in the granting of power of attorney, then the nature of the power of attorney agreement is reciprocal, namely an achievement that must be carried out by both parties.

The power given by the power of attorney relates to the principle that a person cannot transfer rights to another person more than the rights he has. So that the power of attorney cannot give more power than the rights or authority he has.

Furthermore, it is necessary to pay attention to the existence of a provision which states that a power of attorney is private, which means that the presence of a power of attorney does not mean that the giver of the power of attorney himself cannot carry out legal actions that have been authorized to the recipient of the power of attorney, because basically a power of attorney is not a transfer of rights.

3.2. Review of Supreme Court Decision No. 772/K/PDT/2018

a. Case Position

This case began with the emergence of inheritance left by Mr. Uncle St. saidi who died in 1995 in the form of a plot of land located on Jl. Orang Kayo Hitam, Pasir Putih Village, Rimbo Tengah Subdistrict, Bungo Regency, Jambi Province, with a SHM Number: 359/1984, with a land size of 20,821 m². The late Tuan Uncle Saidi had a wife named Hj. Nurlela and six children named: Herdati, Zamzani, Herman, Herizal, Agusrizal and Farida, all of whom are heirs of the deceased. Mr Uncle Saidi. However, those who are active in controlling and managing the inheritance in the form of land are Herdati and Zamzani.

Furthermore, to manage and manage the inheritance in the form of land, on June 30, 2006 a Power of Attorney to Sell Number: 37 was made before Notary Ahmad Yani, signed by: Ny. Hj. Nurlena, Mrs. Herdati and Mr. Zamzani (as Director of PT Uncle Permai Lestari). The three people are land owners with certificate number 359/1984, with an area of 20,821m². The contents of the power of attorney to sell are the three people who gave power of attorney to PT. Uncle Permai Lestari to:

Conduct land mapping, construct houses, pledge them, sell plots of land built by the authorized person, receive the selling price and for that receipt, provide receipts. Although later Mrs. Herdati denied having signed the power of attorney to sell before notary Ahmad Yani. Because on that date, Mrs. Herdati was caring for and picking up her mother at Muara Bungo Hospital, to return home, after her mother was hospitalized due to a stroke.

As a follow-up to the issuance of the power of attorney to sell, Zamzani (PT Uncle Permai Lestari) has given a sum of money to Herdati in stages from 26/06/2008 to 12-05-2013 26 times, with a total amount of Rp. 247,479,000. And with a different nominal value for each gift of money. The provision of this money by Zamzani is considered as part of a

cash installment of the purchase of land to Herdati, with calculations that part of the estate to Herdati of 3,696 m². So the inheritance rights from Herdati are Rp. 3.696 x Rp. 250,000 / m² = Rp. 924,000,000. Thus, the amount of money for the purchase of land that was underpaid by Zamzani to Herdati was Rp. 676,521,000. Where in every giving of money to Herdati, Zamzani always provides a payment receipt, even though the receipt is never stated/written as payment/repayment of land that is part of Herdati. However, regarding the receipt for the land payment, Herdati thought that the money was given as a gift from a sister to an older brother, or as a relationship between a sister who is devoted to an older brother, because the younger brother controls and manages the joint inheritance. And not Zamzani as a Director of PT Uncle Permai Lestari. So for Herdati the receipt for the payment of money is not a manifestation of the part of the payment for the purchase of inherited land which is part of Herdati. So it is inversely proportional to Herdati's argument, where Zamzani considers the receipt of the money payment as a form of carrying out the achievements in the Power of Sale agreement to Herdati.

Furthermore, in its development, on May 25, 2015 Herdati filed a Maal Waris lawsuit against Zamzani to the Muara Bungo Religious Court, with the result that the Muara Bungo Religious Court decided to confiscate the inheritance in the form of land, by making a Minutes of Seizure of Guarantees (*Conservatoir Beslag*) number: 163/Pdt.G.2015/PA.Mab on Monday, March 21, 2016, and installed 3 (three) Confiscation Board Signs in three different locations on the inherited land object.

b. Claims, Decisions and Legal Considerations

For the reasons mentioned above further, the Plaintiff filed a lawsuit (petitum) to the Panel of Judges as follows;

- 1) Granted the Plaintiff's claim in its entirety.
- 2) To declare the Deed of Power to Sell between the Plaintiff and the Defendant and related parties in the Agreement dated June 30, 2006 Number 37, before Notary Ahmad Yani, SH. is valid and valuable, as the basis for carrying out all activities contained in the power of attorney.
- 3) Stating the Receipt of Payment of land money received by the Defendant is valid and valuable.
- 4) Stating that the ACCUSED has entered into a Default.
- 5) Stating that the decision in this case can be implemented first even though there are appeals and cassation and Verzet (uitvoerbaar bij voorraad) efforts.
- 6) Sentencing the ACCUSED to pay all costs incurred in this case. Or if the Panel of Judges has a different opinion, ask for a fairest decision (ex aequo et bono).

Responding to the lawsuit from the plaintiff PT Uncle Permai Lestari mentioned above, Herdati then gave the following answer:

- 1) That the argument of the Defendant's Exception above please be considered repeated and is an inseparable part of the argument in the main part of this case.
- 2) That the Defendant expressly rejects all of the Plaintiff's arguments, unless the truth is acknowledged to support the Defendant's arguments below. ;
- 3) That the Defendant did not respond to the argument in point 1) the Plaintiff's claim, because if it is true, it is an internal matter of the Plaintiff, besides that the Defendant does not know and has no interest in the Plaintiff. ;
- 4) That the Plaintiff's argument in point 2) of the lawsuit is not true, because the Defendant was never informed and explained the purpose of the Power to Sell No.37 dated June 30, 2006, if the quad noun is true (even though it is not) then the implementation of the Power to Sell must certainly be explained about the rights and the respective obligations in detail as well as the responsibilities between the

Authorizer and the Authorized Person must first have an agreement and approval in carrying out the said Power of Attorney, such as:

- Who will buy the land? ;
- What is the selling price offered to prospective buyers and what is the agreed selling price. ;
- What is the share of the rights of each Authorizer? ;
- What is the payment system that must be agreed upon? ;
- How much is the service fee (fee) of the Proxy as a mediator / intermediary who has obtained the Buyer. ;
- Who pays the costs incurred in buying and selling such as fees for PPAT, seller's tax/PPH and buyer's tax/BPHTB and other costs;
- And so on that must be clearly agreed upon. ;

That in addition, the Defendant needs to emphasize that the Defendant has never appeared before Ahmad Yani, SH Notary in Muara Bungo Regency on Friday June 30 2006, because the Defendant and the late Hj.Nurlena (the Defendant's biological mother and Zamzami) had just returned from Muara Hospital Bungo on Thursday 29 June 2006 because Hj.Nurlena was treated for approximately 30 days due to stroke, so the Defendant and the late Hj.Nurlena as the Authorizer never came before Ahmad Yani, SH as Notary in Muara Bungo, thus the letter The Power to Sell No.37 dated June 30, 2006 clearly violates the provisions of Article (16) letter I²⁵ of Law No.30 of 2004 concerning the Position of a Notary, therefore legally the Deed of Power to Sell is **null and void**.

Furthermore, because the Defendant's biological mother, Hj. Nurlena passed away on September 30, 2009, so legally the Power to Sell No.37 dated June 30, 2006 clearly cannot be used anymore because it has been **null and void by law**.

5) That the argument in point 3) of the Plaintiff's lawsuit is not true, because according to the Defendant, so far the Defendant has never received money from the Plaintiff, because based on the Power to Sell No. Power.

That the Defendant needs to explain, in which the Defendant has received money but not from the Plaintiff but from the Defendant's younger brother named Zamzami Bin PAMAN St. SAIDI and the money were given in connection with the Defendant's younger brother who had controlled all of the inheritance from the late. Uncle St. SAIDI and the late. Hj. NURLENA including Zamzami Bin Uncle St.Saidi manages 3 units of stores that sell apparel from various types of well-known brands of domestic products located at the intersection of Jalan Dahlia and M. Yamin Pasar Muara Bungo and also Zamzami who receives rent for a shop house located on Jalan Kecubung or commonly known / called by people on Jalan Cempaka because in the Ruko there is a Cempaka Brand Drug Store since the late. Uncle St. Saidi died in 1995 until now, which is more than 20 years, and the Defendant's younger brother also controls and manages the estate of the late Uncle St.Saidi and the other Hj.Nurlena in the form of land located on Jl.Rangkayo Hitam (simp Drum) covering an area of 20,821 m² and land located near the Black Jl.Rangkayo Housing Pasir Putih / Cadika approximately 20,000 m²;

6) Whereas the argument of the Plaintiff's claim in number 4) is true, the Plaintiff's claim, due to the fact, the Plaintiff is only the party authorized to sell and not the buyer;

7) That the argument in point 5) of the Plaintiff's claim is not true, because between the Defendant and the Plaintiff there was absolutely no agreement or agreement that could lead to a Default, because previously the Plaintiff had never given and or stated that the Defendant had failed to fulfill an obligation in writing, with there is no warning from the Plaintiff stating that the Defendant was negligent through a warrant or with a

similar deed for that as contained in Article 1238 of the Civil Code, and in addition to the Plaintiff's claim being without legal basis, the Plaintiff's Lawsuit also contains formal defects and is not in accordance with Article 5 of Law No. . 40 of 2007 concerning Limited Liability Companies, therefore the Plaintiff's lawsuit has legal grounds to be rejected in its entirety and or at least declared unacceptable.

- 8) That the Plaintiff's argument in point 6) of the lawsuit is not true, because the Defendant has never sold land to the Defendant. ;
- 9) That the argument in point 7) of the Plaintiff's lawsuit is not true, because there was never an agreement between the Plaintiff and the Defendant, while even if it is true, it is limited to the Plaintiff's power to find a buyer.
- 10) That the argument in point 8) of the Plaintiff's claim is not true, because the Plaintiff's claim is clearly unfounded, premature and contains formal defects, therefore there is a legal reason to reject the decision of this case can be implemented first (Uit voerbaar bij voorraad);
- 11) Whereas based on the Defendant's arguments above, it is proven that the Plaintiff's Claim has absolutely no legal basis, is premature and also contains legal defects, it is appropriate that the Plaintiff's Claim is completely rejected and or at least declared unacceptable.

Furthermore, based on the Plaintiff's claim and the response to the Defendant's claim, the panel of judges rendered the following decision:

- 1) Declaring legally valid and valuable Power of Attorney to Sell Number: 37 drawn up before Notary Ahmad Yani, SH, on Friday, June 30, 2006, and has legal force for binding parties;
- 2) Declare legally valid receipts issued and issued by PT. Uncle Permai Lestari;
- 3) Declaring that the defendant has defaulted on the contents of the Power of Attorney to Sell Number: 37 made before Notary Ahmad Yani, SH, on Friday, June 30, 2006;
- 4) To punish the Defendants to comply with and implement the contents of the agreement in the Power of Attorney to Sell Number: 37 drawn up before Notary Ahmad Yani, SH, on Friday, June 30, 2006;
- 5) Declare the verdict in this case can be implemented first despite an appeal and Cassation and verzet(*uitvoerbaar bij voorraad*)

The legal consideration of the judges in giving the verdict is:

- 1) Related to the lawsuit stated Deed Able To Sell between Plaintiff and Defendant are legitimate and valuable ;
So the Panel of Judges gave legal considerations that the agreement made by the parties in the form of Power of Attorney to Sell No.37 is valid according to the terms of the agreement as regulated in the provisions of Article 1320 of the Civil Code, so that the agreement made is binding on the parties as a law/law for them. which makes it, as regulated in the provisions of Article 1338 of the Civil Code, to carry out all activities contained in the power of attorney.
- 2) In relation to the lawsuit to declare the Receipt of Payment of land money received by the defendant is valid and valuable;
So the panel of judges gave legal considerations that the receipts for disbursing money from Zamzani to the Defendant who signed on stamp duty were a form of Zamzani's achievement as Director of PT Uncle Permai Lestari at that time, based on the Selling Authorization that had been agreed upon, and according to the Panel of Judges taking into account the nominal value and also for the money that is written in the receipts, it is not reasonable to say that it is a form of concern for the younger sibling (Zamzani) to the older brother (Herdati). Moreover, the amount of money spent by Zamzani is quite

large and has been carried out continuously since June 16, 2008 until June 5, 2014, and which was signed by the Defendant (Herdati) using a stamp duty. Then the receipt of the disbursement of money in the name of PT. Uncle Permai Lestari, is seen by the Panel of Judges as a form of carrying out the contents of the provisions of the Power to Sell for the sake of orderly administration as an accountability report for spending money from the company PT Uncle Permai Lestari.

- 3) In relation to the lawsuit to state that the Defendant has committed a Default;
Therefore, the panel of judges gave legal considerations that the Defendants' objections to the Plaintiff's claim, had no legal basis, only based on written evidence/letters provided, without the support of witnesses because they were unable/difficult to present the Defendant in trial, as well as other evidence as referred to in the provisions of Article 284 RBg, to support written/letter evidence.
That the Power of Attorney to Sell No.37 is valid and valid and binding on the parties, as the basis for carrying out all the activities contained in the power of attorney and the legal remedies taken by the Defendant to file a Maal Waris lawsuit to the Muara Bungo Religious Court without being preceded by discussing or changing the contents of the agreement which has been made and mutually agreed upon between the Plaintiff and the Defendant, which at the time of the lawsuit Maal Waris was still acting as a director. Therefore, the Panel considers that the Defendant has committed a Default, as can be proven by the Plaintiff with the evidence submitted;
- 4) In relation to the lawsuit to state that the decision in this case can be implemented first, even though there are legal remedies for appeal and cassation;
Therefore, the panel of judges gave legal considerations that the legal action taken by the Defendant was to file a lawsuit against Maal Waris which was submitted to the Muara Bungo Religious Court, so that the Confiscation Sign was issued based on the Minutes of Seizure of Guarantees. According to the Panel of Judges, this action had disturbed the order of the buyer of the land and houses on the land, as well as hampered the activities of the Plaintiff, namely PT Uncle Permai Lestari as a housing developer/developer to carry out the contents of the agreement/achievement that had been mutually agreed upon in the Power to Sell No. 37, because by installing three Confiscation signs with certain distances, it prevents the Plaintiff from carrying out the achievements as referred to in the Power of Attorney to Sell No.37. The installation of the confiscation sign also makes the reputation and good name of PT Uncle Permai Lestari bad in the eyes of partners or other business partners. In addition, buyers of plots of land, as well as housing as well as shop houses and non-permanent buildings in the form of kiosks, became anxious and worried about the payments made to the Plaintiffs as Developers. Based on these considerations, the plaintiff's claim above is appropriate and appropriate to be granted by the Panel of Judges.

IV. Conclusion

Letter of Authority to Sell Land, is an Accesoir agreement, which is an additional agreement that follows the main agreement, namely the Land Purchase Agreement. Where all matters related to the rights and obligations of the Seller and Buyer, as well as the terms and conditions of the occurrence (legal) of the sale and purchase transaction are regulated in the Principal Agreement which is the Land Purchase Agreement. While the Power of Attorney Agreement to Sell, only regulates the validity, validity and expiration of the authorization from the Grantor to the Trustee.

Power of attorney to sell is a form of special power of attorney. Authorization through a Special Power of Attorney must clearly state which deeds and actions can be taken by the power of attorney and the termination of the Power of Attorney, as well as stating which actions and deeds may be taken by the power of attorney. So that at the time of its implementation, none of the parties felt harmed and did not cause a dispute between the parties who made the Power of Attorney.

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