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Juridical Analysis of the Use of a Power of Attorney to Sell Made Before a Notary that Gives Rise to the Criminal Act of Money Laundering (Case Study of Decision Number 248/Pid.B/2022/PN JKT.Brt)

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Abstract: This research is motivated by the misuse of a power of attorney to sell made before a notary without the presence and consent of the legally entitled party, whereby the deed was subsequently used as the basis for the unlawful transfer of land rights. This issue is important to examine because notarial deeds and deeds made by Land Deed Officials possess strong evidentiary value, yet in practice they may be misused to create the appearance of legality for transactions that are in fact contrary to law. This study aims to analyze the legal standing of a power of attorney to sell in relation to a deed made before a notary without the presence of the parties, as well as to analyze the use of such power of attorney that may give rise to the criminal act of money laundering. This research employs normative legal research using statutory and case approaches. The object of this study is the Decision of the West Jakarta District Court Number 248/Pid.B/2022/PN Jkt.Brt, examined through primary, secondary, and tertiary legal materials. The data were obtained through library research and analyzed qualitatively by connecting legal provisions, doctrines, and legal facts contained in the court decision. The results of the study indicate that a power of attorney to sell made without the presence of the parties does not fulfill the formal requirements of an authentic deed, as the notary is unable to verify the identity, intention, and consent of the grantor. Such a deed may lose its authentic evidentiary force and may be challenged as the basis for the transfer of land rights. Furthermore, the unlawful use of a power of attorney to sell may serve as a means to transfer, conceal, or disguise the origin of assets derived from criminal acts, particularly when certificates that have been transferred into another name are subsequently pledged as collateral, sold, or used to obtain economic benefit. These findings affirm that violations of deed-making procedures may affect the validity of a transaction and give rise to criminal liability.

Keyword: Power Of Attorney To Sell; Notary; Authentic Deed; Money Laundering; Land Law.

INTRODUCTION

A notary, as a public official, has the authority to draw up authentic deeds and is responsible for ensuring the formal truth of the legal acts of the parties. One of the deeds frequently made in notarial practice is a power of attorney to sell. Ideally, a power of attorney to sell is made before a notary in the presence of the parties, particularly the grantor of the power, so that the notary can verify the identity, intention, and conformity of the legal act set forth in the deed. However, in practice, deviations are still found, such as the making of deeds without the presence of the parties or through the mechanism of "entrusted signatures," causing such deeds to be procedurally defective and potentially misused as instruments of crime, including money laundering (Harapan, 2004).

A power of attorney to sell is essentially a form of agency agreement as regulated under Article 1792 of the Indonesian Civil Code. In notarial practice, a power of attorney to sell is often used together with a sale and purchase binding agreement, particularly when the sale and purchase of land cannot yet be directly formalized in a Deed of Sale and Purchase because certain administrative requirements have not been fulfilled. Although it has a practical function in safeguarding the interests of the parties, a power of attorney to sell may give rise to legal problems if it is made without observing the principle of prudence, especially when it is used to sell property that does not legally belong to the seller or to manipulate the identity of the landowner (Siahaan, 2005).

The issue of the use of a power of attorney to sell becomes more serious when the deed is used to conceal or disguise the origin of assets derived from criminal acts. In the context of money laundering, the use of a power of attorney to sell and a falsified Deed of Sale and Purchase may form part of the *layering* or *integration* stages, namely when assets derived from criminal acts are transferred or made to appear as though they originate from legitimate transactions. Article 3 of Law Number 8 of 2010 provides that any person who places, transfers, assigns, spends, or performs other acts in relation to assets known or reasonably suspected to be proceeds of crime, with the aim of concealing or disguising their origin, may be held criminally liable (Sari, 2023; Yusvira et al., 2025).

Decision Number 248/Pid.B/2022/PN Jkt.Brt demonstrates that a power of attorney to sell may serve as an important instrument in a series of document falsification and money laundering acts. In that case, the notary was proven to have drawn up a power of attorney to sell and a falsified Deed of Sale and Purchase used to transfer land rights without the presence and consent of the lawful owner. This case shows that an authentic deed, which should provide legal certainty, may instead become an instrument of crime when a notary or Land Deed Official does not exercise their authority in accordance with proper procedures and the principle of prudence (Rochman & Umar, 2026; Sari, 2023).

In land transactions, a Land Deed Official has the responsibility to examine whether the legal requirements of a juridical act have been fulfilled before drawing up a Deed of Sale and Purchase. If the requirements for the transfer of rights are incomplete, the Land Deed Official is obliged to refuse to draw up the deed, as stipulated in land registration regulations. In practice, the incompleteness of administrative requirements often gives rise to a Sale and Purchase Binding Agreement and a power of attorney to sell as preliminary instruments before the transfer of rights is completed. Therefore, the use of a power of attorney to sell must be approached carefully so that it does not shift from being a legal protection instrument into a means of abusing land rights (Dharsana, 2021; Lubis, 2020).

A Sale and Purchase Binding Agreement is essentially made to provide legal protection to the buyer when the sale and purchase cannot yet be continued to the stage of land administration. Such protection becomes stronger when the agreement is made before a public official because it has evidentiary value as an authentic deed. However, the large number of civil cases involving default and unlawful acts in land sale and purchase transactions indicates that existing legal instruments still require evaluation, particularly when Sale and Purchase Binding Agreements and powers of attorney to sell are used without adequate supervision and verification of the identity and intention of the parties (Asfani et al., 2023; Sumardjono, 2008).

A power of attorney to sell arising from a fully paid Sale and Purchase Binding Agreement is generally intended to guarantee the implementation of the buyer's rights, particularly when all requirements under the agreement have been fulfilled. In such circumstances, the power of attorney is often understood as irrevocable because the grantor's interest has been fulfilled through full payment. Nevertheless, a power of attorney to sell must not stand alone; rather, it must form an inseparable part of the principal agreement. If a power of attorney to sell stands independently and is used without a valid transactional basis, it may become an instrument of irregularity in the transfer of land rights (Erwiningsih, 2023; Ramadhani, 2022; Zula, 2024).

The risk of using a power of attorney to sell also arises at the stage of executing a Deed of Sale and Purchase, particularly because the Land Deed Official is required to verify the certificate before drawing up the deed of transfer. This verification is important to ensure the authenticity of the certificate, the legal status of the land object, and the existence or absence of records such as disputes, mortgage rights, or blocks. In practice, a Land Deed Official who receives a client carrying a power of attorney to sell often does not know or has never directly met the grantor of the power. Consequently, the potential for misuse becomes greater if adequate verification is not carried out before the deed is made (Setiawan, 2025; Widyastuti et al., 2020).

Based on the foregoing discussion, this research is important in order to analyze the legal standing of a power of attorney to sell in relation to a deed made before a notary without the presence of the parties, as well as how the use of such power of attorney may give rise to the criminal act of money laundering. This focus is relevant because Decision Number 248/Pid.B/2022/PN Jkt.Brt reveals a connection between procedural defects in the making of deeds, the misuse of a power of attorney to sell, the falsification of authentic deeds, and money laundering. Accordingly, this study seeks to emphasize the importance of the principle of prudence for notaries and Land Deed Officials in drawing up deeds related to the transfer of land rights.

METHOD

This study employs normative legal research, namely legal research conducted by examining library materials or secondary data. Normative legal research views law as norms or rules embodied in statutory regulations and is used to identify legal rules, legal principles, and legal doctrines relevant to addressing legal issues. Accordingly, this study relies on library research as the main basis for analyzing the legal standing of a power of attorney to sell in relation to a deed made before a notary without the presence of the parties, as well as the use of such power of attorney that may give rise to the criminal act of money laundering.

The approaches used in this study are the statutory approach and the case approach. The statutory approach is carried out by examining laws and regulations related to the office of notary, the granting of power of attorney, the transfer of land rights, and money laundering offenses. Meanwhile, the case approach is conducted by examining District Court Decision Number 248/Pid.B/2022/PN JKT.Brt in order to understand the application of law to the use of a power of attorney to sell in connection with the falsification of authentic deeds and money laundering. Under the case approach, the analysis is directed toward the judges' legal considerations or *ratio decidendi* as the basis for constructing legal arguments.

Data collection was conducted through library research by tracing and examining primary, secondary, and tertiary legal materials. The primary legal materials used in this study include the 1945 Constitution of the Republic of Indonesia, the Indonesian Civil Code, Law

Number 8 of 2010 concerning the Prevention and Eradication of Money Laundering, and Law Number 2 of 2014 concerning the Amendment to Law Number 30 of 2004 on the Office of Notary. The secondary legal materials include District Court Decision Number 248/Pid.B/2022/PN JKT.Brt, legal literature, scholarly works, and articles relevant to the research issues. The tertiary legal materials consist of legal dictionaries, language dictionaries, and encyclopedias used to clarify relevant legal concepts.

The collected data are presented descriptively and analytically by classifying the legal materials according to subtopics aligned with the formulation of the research problems. The data are presented systematically so that the relationship among legal norms, doctrines, and court decisions can be clearly identified. The data are then analyzed qualitatively, namely by describing the legal materials obtained without using statistical calculations. The analysis is conducted through argumentative and interpretative approaches to assess the conformity between legal rules, the principle of prudence of notaries, and the application of law in the concrete case examined.

RESULTS AND DISCUSSION

Legal Standing of a Power of Attorney to Sell in Relation to a Deed Made Before a Notary Without the Presence of the Parties

A power of attorney to sell constitutes a form of authorization that grants the attorney-in-fact the authority to perform certain legal acts on behalf of the grantor. In land law practice, a power of attorney to sell is often used as a supporting instrument in land sale and purchase transactions, particularly when the transfer of rights cannot yet be directly executed through a Deed of Sale and Purchase. Normatively, the granting of power of attorney is recognized under Article 1792 of the Indonesian Civil Code as an agreement by which a person confers authority upon another person to carry out an affair on their behalf (Siahaan, 2005).

In the context of notarial deeds, a power of attorney to sell must be made by observing the formal requirements of an authentic deed. The presence of the parties, particularly the grantor, is an essential element because the notary is required to verify the identity, intention, and consent of the appearer before the deed is drawn up. This obligation is in line with the provisions of the Law on the Office of Notary, which require the deed to be read before the appearer, attended by witnesses, and signed at that time by the appearer, the witnesses, and the notary (Law Number 2 of 2014).

If a power of attorney to sell is made without the presence of the parties, the deed may be formally defective. The absence of the grantor prevents the notary from ensuring whether the power of attorney was truly granted consciously, freely, and in accordance with the grantor's intention. Under such circumstances, the deed no longer fully reflects the formal truth that should be guaranteed by the notary.

A formal defect in the making of a deed may affect its evidentiary value. An authentic deed, pursuant to Article 1868 of the Indonesian Civil Code, must be made in the form prescribed by law by or before an authorized public official. If these requirements are not fulfilled, then under Article 1869 of the Indonesian Civil Code, the deed may lose its authentic character and only have evidentiary force as a private deed, provided that it is signed by the parties (Indonesian Civil Code).

In Decision Number 248/Pid.B/2022/PN Jkt.Brt, the issue of the power of attorney to sell arose because the deed was made without the presence and consent of the legally entitled party. The deed was subsequently used as the basis for drawing up a Deed of Sale and Purchase and for transferring land rights to another party. In fact, the landowners or heirs had never given their consent, had never appeared before the notary or Land Deed Official, and had never received payment for the transferred land object (Decision of the West Jakarta District Court Number 248/Pid.B/2022/PN Jkt.Brt, 2022).

This situation shows that a power of attorney to sell made without complying with legal procedures cannot be regarded as a valid basis for the transfer of rights. If the power of attorney to sell, as the basis of a legal act, is defective, then derivative deeds, including the Deed of Sale and Purchase, may also be challenged as to their validity. Thus, the relationship between the power of attorney to sell and the Deed of Sale and Purchase is continuous in nature, so that a defect in the power of attorney may affect the validity of subsequent legal acts.

In addition to affecting the validity of the deed, the making of a deed without the presence of the parties may also give rise to liability on the part of the notary or Land Deed Official. If a notary includes a statement as though the parties were present when, in fact, they were not, such conduct may be associated with the falsification of an authentic deed or the insertion of false information into a deed. In the case examined, the defendants were legally and convincingly proven to have jointly committed the falsification of authentic documents and money laundering.

Accordingly, the legal standing of a power of attorney to sell made before a notary without the presence of the parties is weak and legally problematic. Such power of attorney does not fulfill the fundamental principles of making an authentic deed because it is not based on direct verification of the identity and intention of the parties. Consequently, the power of attorney to sell may serve as a basis for challenging or annulling subsequent legal acts and may open the possibility of legal liability for the parties involved.

The Use of a Power of Attorney to Sell that Gives Rise to the Criminal Act of Money Laundering

The use of a power of attorney to sell may give rise to the criminal act of money laundering when such authorization is used to conceal or disguise the origin of assets derived from criminal acts. In the case examined, the power of attorney to sell and the Deed of Sale and Purchase were used to transfer land rights that did not legally belong to the perpetrators. After the certificate was transferred into another name, the asset could then be utilized, pledged as collateral, or sold to another party, thereby creating the appearance that it had been obtained through a lawful transaction.

Article 3 of Law Number 8 of 2010 provides that any person who places, transfers, assigns, spends, pays, or performs any other act in relation to assets known or reasonably suspected to constitute proceeds of crime, with the purpose of concealing or disguising the origin of such assets, may be subject to criminal punishment for money laundering. In Decision Number 248/Pid.B/2022/PN Jkt.Brt, the use of a power of attorney to sell served as a means of creating an appearance of legality in the transfer of land rights. The deed, which was made as though it had fulfilled the required legal procedures, subsequently became the basis for changing the ownership of the certificate. Through the existence of such deed, a transfer of rights that in substance arose from an unlawful act appeared to be an ordinary civil transaction.

The misuse of the power of attorney to sell in this case demonstrates the connection between the predicate crime and money laundering. The predicate crime is reflected in the falsification of deeds or authentic documents, while money laundering occurs when the proceeds of such crime are transferred and utilized through legal mechanisms that appear legitimate. In this regard, the power of attorney to sell functions as an instrument to disguise control over land acquired unlawfully.

An authentic deed carries strong evidentiary value, and its existence may provide formal legitimacy to a transaction. Therefore, when a deed is made on the basis of false information or without the presence of the legally entitled party, it may become an effective instrument for concealing criminal conduct. This condition shows that procedural violations in the making of a deed cannot be regarded merely as administrative errors, but may develop into part of a broader series of criminal acts.

In the decision, the notary and Land Deed Official were found guilty of jointly committing the falsification of authentic documents and money laundering. The defendants were each sentenced to imprisonment for two years and eight months and fined Rp1,000,000,000.00. This decision affirms that the involvement of a notary or Land Deed Official in the making of a deed that does not comply with legal procedures may give rise to criminal liability when the deed is used as part of a criminal scheme.

Based on the foregoing analysis, the use of a power of attorney to sell may give rise to the criminal act of money laundering when it is used as a means to transfer, conceal, or disguise the origin of assets derived from criminal acts. A power of attorney to sell, which initially functions as a civil law instrument, may turn into an instrument of crime when it is made without proper procedure and used to legitimize the unlawful transfer of land rights.

In Decision Number 248/Pid.B/2022/PN JKT.Brt, the application of money laundering (TPPU) to the use of a power of attorney (Power of Attorney) executed before a notary has a strong legal basis when compared to the characteristics of modern money laundering, which no longer involves simply concealing cash but also disguising the origin of assets through civil legal instruments that appear formally legitimate. In this context, the power of attorney is not viewed as an object prohibited by law, but rather as a legal instrument used to disguise or transfer the proceeds of crime, thus giving rise to criminal consequences under Law Number 8 of 2010 concerning the Prevention and Eradication of Money Laundering.

Normatively, criticism that this case should only be classified as a civil dispute or abuse of notarial administration is inappropriate when examined from the perspective of the elements of TPPU. Articles 3, 4, and 5 of the Money Laundering Law emphasize that the primary element of money laundering lies in the act of placing, transferring, diverting, spending, donating, depositing, transporting abroad, changing the form, exchanging for currency or securities, or other actions involving assets known or reasonably suspected to originate from a criminal act, with the aim of concealing or disguising the origin of said assets. Therefore, the focus of criminal law is not solely on the form of the power of attorney deed, but rather on the intent and legal consequences of using such instruments for the purpose of concealing or disguising assets.

In this case, the power of attorney executed before a notary is suspected of no longer fulfilling its purely civil legal function of granting authority, but has instead become an instrument to obscure the ownership and origin of assets. This aligns with the "follow the money" doctrine in the anti-money laundering regime, where law enforcement officials not only pursue the perpetrators of the predicate crime but also investigate every legal mechanism used to break the chain of asset tracing. Therefore, the existence of a formally authentic notarial deed does not automatically eliminate the possibility of mens rea or malicious intent on the part of the parties using it.

Another frequent criticism is that notaries simply create deeds based on the will of the parties, making them ineligible for money laundering. This argument is valid if the notary acts in accordance with the prudential principle, knows their customer, and is unaware of the predicate offense. However, if the power of attorney is knowingly used by the parties to disguise transactions, transfer assets derived from crime, or create a legal layer over assets derived from crime, then the criminal aspect becomes relevant. In the Money Laundering (AML) regime, not only the formal legality of a document is assessed, but also the economic substance and purpose of the transaction.

Furthermore, it is important to understand that money laundering is an independent follow-up crime. The Supreme Court, in its considerations in various Money Laundering (AML) cases, has emphasized that proving a Money Laundering (AML) offense does not always require a final and binding decision regarding the predicate offense. This means that as long as a judge believes, based on sufficient evidence, that assets originate from a criminal act, the process of disguising or transferring those assets can be classified as money laundering. Therefore, the use of a power of attorney to facilitate the transfer of rights to assets resulting from crime can still be prosecuted under the Money Laundering Act.

From a criminal law perspective, this ruling can also be justified through the abuse of legal form approach. An act that formally appears legal can become unlawful if used for a purpose contrary to the law. In this context, the power of attorney deed is merely a legal instrument abused to provide a false sense of legitimacy to the transfer of illegal assets. Therefore, the judge should not only assess the formal form of the deed but also assess the entire sequence of actions, the relationships between the parties, the transaction pattern, and its economic purpose.

Furthermore, the ruling reflects the evolving paradigm of modern law enforcement, which positions professionals supporting financial and legal transactions, including notaries, as gatekeepers in the money laundering prevention system. This aligns with the Financial Action Task Force (FATF) recommendations, which identify certain professions as vulnerable to being exploited for layering and integration within money laundering schemes. Therefore, the use of a power of attorney before a notary cannot be considered invulnerable to criminal activity if it is substantially used to disguise the proceeds of crime.

Therefore, the arguments opposing the application of the Money Laundering Act in Decision Number 248/Pid.B/2022/PN JKT.Brt fail to consider the complex nature of money laundering crimes, which develop through formal legal instruments. The judge's reasoning demonstrates that modern criminal law assesses not only the formal legality of an act but also the purpose, transaction patterns, and economic impact on concealing the proceeds of crime. Therefore, the application of the Money Laundering Act provisions in this case can be seen as having strong legal legitimacy and relevance to the needs of eradicating contemporary economic crime.

CONCLUSION

Based on the discussion, a power of attorney to sell made before a notary without the presence of the parties has a weak legal standing because it does not fulfill the formal requirements for the making of an authentic deed. The presence of the appearers constitutes an essential element in the execution of a deed, as it enables the notary to verify the identity, intention, and consent of the parties. If the parties are not present, the deed loses its basis of authenticity and may be degraded into a private deed. Consequently, such a power of attorney to sell cannot serve as a strong legal basis for the transfer of land rights, and any legal act arising from it may potentially be annulled.

The use of a power of attorney to sell may give rise to the criminal act of money laundering when it is used as a means to transfer, conceal, or disguise the origin of assets derived from criminal acts. In the Decision of the West Jakarta District Court Number 248/Pid.B/2022/PN Jkt.Brt, the power of attorney to sell was unlawfully used to transfer ownership rights over assets without proper legal procedure. A falsified power of attorney to sell made by a notary or Land Deed Official not only constitutes an administrative violation or the falsification of an authentic deed, but also becomes an instrument in a money laundering scheme because it serves to create an appearance of legality for the transfer of assets obtained unlawfully.

Accordingly, this study affirms that the principle of prudence is essential for notaries and Land Deed Officials in the making of a power of attorney to sell. Notaries and Land Deed Officials are not only required to comply with the formal procedures for deed-making, but must also ensure that the deed they draw up is not used as an instrument to legitimize unlawful acts. Negligence or involvement of public officials in the making of an improper deed may give rise to civil, administrative, and even criminal legal consequences.

REFERENCE

Asfani, R., Idham, I., Aminah, T., Fadlan, F., & Prasetyasari, C. (2023). Analisis Yuridis Efektifitas Perjanjian Pengikatan Jual Beli Tanah Dalam Perlindungan Hukum (Studi Penelitian di Kantor Notaris/PPAT Wiwid Hanny Saputri). *JERUMI: Journal of Education Religion Humanities and Multidiciplinary*, *1*(2), 315–327. https://doi.org/10.57235/jerumi.v1i2.1355

Dharsana, I. M. P. (2021). *Notaris dan Peluang Investasi Di Indonesia*. CV. Lingga Dharma Sastra Utama.

Erwiningsih, W. (2023). Kekuatan Hukum Kuasa Menjual Dari Perjanjian Pengikatan Jual Beli yang Pemberi Kuasanya Meninggal Dunia. *Sibatik Journal*, *2*(7), 2091–2106.

Harapan, M. Y. (2004). *Segi-Segi hukum perjanjian*. Alumni.

Lubis, F. (2020). *Advokat VS Pencucian Uang*. Deepublish.

Ramadhani, R. (2022). Kedudukan Hukum Perjanjian Perikatan Jual Beli (PPJB) dalam Kegiatan Pendaftaran Peralihan Hak Atas Tanah. *Iuris Studia: Jurnal Kajian Hukum*, *3*(3), 45–50. https://doi.org/10.55357/is.v3i1.212

Rochman, M. F., & Umar, W. (2026). Analsis Yuridis Batas Pertanggungjawaban Notaris Dalam Sengketa Akta Autentik Pada Perkara Perdata. *Unes Journal of Swara Justisia*, *10*(1), 88–98.

Sari, D. Y. (2023). *Analisis Yuridis Putusan Pengadilan Terhadap Delik Pencucian Uang Yang Dilakukan Oleh Notaris Dalam Perkara Pidana (Studi Kasus Putusan Pengadilan Nomor 250/Pid. B/2022/Pn Jkbrt)*. Universitas Islam Sultan Agung Semarang.

Setiawan, I. K. O. (2025). *Hukum Pendaftaran Tanah dan Hak Tanggungan*. Sinar Grafika.

Siahaan. (2005). *Analisis Yuridis Terhadap Pembatalan Akta surat kuasa yang dibuat dengan Akta Notaris*. PT. Citra Aditya Baksi.

Sumardjono, M. S. W. (2008). *Menuju Politik Hukum Pertanahan Nasiona Yang Berkeadilan*. UGM Press.

Widyastuti, B., Ilmu, M., Universitas, H., & Maret, S. (2020). *KAJIAN PIDANA KERJA SOSIAL*. *VIII*, 56–63.

Yusvira, N., Deni, F., & Satrio, Y. (2025). Perlindungan Hukum Terhadap Notaris yang Melaporkan Pihak-Pihak dalam akta yang Terindikasi Tindak Pidana Pencucian Uang (TPPU). *Rewang Rencang : Jurnal Hukum Lex Generalis*, *6*(4), 4.

Zula, J. N. (2024). Transaksi Peralihan Hak Atas Tanah dan/atau Bangunan Dalam Perjanjian Pengikatan Jual Beli (PPJB). *Unes Journal of Swara Justisia*, *8*(2), 338–348. https://doi.org/10.31933/my9e8v54