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## Legal Protection for Employees of Land Deed Officials in Submitting Applications for Transfer of Rights (Case Study of Cassation Decision 175/K/PDT/2021)

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**Abstract:** This article is entitled legal protection for employees of land deed officials when submitting applications for transfer of rights . Using legal research methods with normative research types . With the results of the analysis, workers who work in PPAT or Notary offices have PKWT status, so the legal protection that can be provided by PPAT to these workers or employees depends on the policies provided by the employer, in this case namely PPAT. This is because the status of the job is PKWT, which means that the employer can be laid off at any time. This has implications for employees who carry out work on orders from their employers in situations where they commit unlawful acts, such as in the case of cassation decision 175/K/PDT/2021. Thus, juridically, it is a form of legal protection for employees who are in conflict with the law regarding their work due to orders from the employer, so the mandatory principle in work accountability does not apply, which has an impact on harming employees or workers in terms of responsibility for work actions.

**Keyword:** PPAT, Employees, Legal Protection.

### INTRODUCTION

Laws are regulations, both written and unwritten, which are coercive and apply in various types of living environments and communities, with the aim of realizing justice, order and peace. (Sakinah, 2023) . Law does not only come from outside social life but also exists and is integrated with the nation . Laws to maintain orderly state life are also a very fundamental means of implementing social welfare . The law establishes strict and real sanctions for the offender . Law can also be said to be in the form of orders and prohibitions which regulate order in a society and if they are violated, they will receive action from the government within that scope. (Island et al., 2021) .

Violations of applicable regulations result in certain actions being taken in the form of certain appropriate punishments for the violator. Looking at law from the perspective of society, the law actually exists within society itself. In essence, the most important thing is that the law aims to achieve peace, which means harmony between order and tranquility . Apart from that, the law also establishes suitability for other required fields, for example in

employment law (Basofi & Fatmawati, 2023) . Reforms in the field of labor law are carried out with the aim of improving and increasing the quality of employees and employee welfare. Reforms in the field of employment law began with the promulgation of Law Number 21 of 2000 concerning Trade Unions. This was followed by the issuance of Law Number 13 of 2003 concerning Employment (Asuan, 2019) .

Regarding Land Deed Making Officials, abbreviated as PPAT, based on Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Position Regulations for Land Deed Making Officials that PPAT is a general official who is given the authority to make authentic deeds regarding certain legal acts regarding land rights or ownership rights to apartment units . PPAT in making certain deeds which have become the authority of PPAT is usually assisted by its employees. PPAT employees are useful for PPAT in that they can be witnesses when signing the deed. witness the process of making the deed and also provide testimony or a statement that the employee has seen the process of making the deed, as well as guaranteeing the validity of the land deed . In its existence, PPAT applies a Certain Time Work Agreement (PKWT) system to its workers or employees , with the assumption that the costs incurred by PPAT for a job will be smaller, because PPAT does not have to have a large number of employees/workers. As is known, if PPAT has a large number of workers, then PPAT must provide various benefits for the welfare of the workers, such as health care benefits, layoff benefits, work appreciation benefits and so on. However, by employing employees with a Specific Time Work Agreement (PKWT) system, these costs can be reduced or even eliminated (Setyo et al., 2003) .

In fact, there is no legal prohibition for PPAT to implement a Specific Time Work Agreement (PKWT), because all of this has been clearly and firmly regulated by Law Number 13 of 2003 concerning Employment. In Article 56 paragraph (1) of Law Number 13 of 2003 concerning Employment, there are two forms of time-based work agreements, namely the Certain Time Work Agreement (PKWT) and the Indefinite Time Work Agreement (PKWTT). (Suhartoyo, 2019) . What causes problems is that there are many violations in implementing the Specific Time Work Agreement (PKWT) system. In line with this, there are many irregularities in the implementation of the rules of the Specific Time Work Agreement (PKWT), or in other words, the Specific Time Work Agreement (PKWT) which is implemented not in accordance with what was agreed (default), as the forms of default are: 1 ) Not performing any feats at all; 2) Fulfilling achievements but not in accordance with what was promised; 3) fulfill achievements but are late; and 4) Doing something that according to the agreement cannot be done (Wibowo & Herawati, 2021) .

The problem that arises in this article is related to workers at PPAT, namely according to point (4) Doing something that according to the agreement is not allowed to be done. It is clear in the agreement that carrying out duties and functions is based on the agreement and not carrying out activities that are contrary to the law. in the case of decision 175/K/PDT/2021. in Jayapura where the case was between Martinus Samuel Darinya and PPAT or abbreviated as PPAT Puspo Adi Cahyono, SH, M.Kn. and Ikhsan as an employee of PPAT Puspo Adi Cahyono, SH, M.Kn. Where on September 9 2015, Martinus Samuel Darinya as the client signed a Deed of Grant before PPAT Puspo Adi Cahyono, SH, M.Kn. on a certificate of Ownership Rights Number 00434, on a plot of land as described in the measuring letter dated 07 February 2014 with an area of 652 M2 (six hundred and fifty two square meters), with Identification Number 26.10.03.13.00447, which is registered in the name of Demotekay Analyst which The certificate is currently in the process of returning the boundary at the Jayapura City Land Office, and the certificate will be checked, and After completion, the certificate will be reversed in the name of Grant into the name of Martinus Samuel Darinya, through the PPAT Puspo Adi Cahyono, SH, M.Kn Office

Then the process of changing the name of the certificate was carried out, but the Jayapura City BPN was slow and there was no further information regarding the process of changing the name of the certificate, so Martinus Samuel Darinya as the client with his attorney came to the Tanah Puspo PPAT office Adi Cahyono, SH, M.Kn. To ask about the process of changing the name of the certificate, the client's attorney met with Ikhsan as an employee of PPAT Puspo Adi Cahyono, SH, M.Kn. and Ikhsan answered that the files had been submitted to the Jayapura City BPN. However, when he was visited again by his attorney at BPN on August 20 2018, there was still no clear information regarding the development of the name of the certificate. Please note that BPN is an agency or institution in Indonesia that is given the authority to carry out the mandate in managing the land sector. Because there was no clear information, the client and his attorney filed a Positive Fictitious Lawsuit with the State Administrative Court abbreviated as PTUN Jayapura. On September 18 2018, PPAT Puspo Adi Cahyono, SH, M.Kn and Ikhsan were appointed as witnesses, but until the trial ended PPAT Puspo Adi Cahyono, SH, M.Kn and Ikhsan as employees were not present, and via telephone Ikhsan issued a statement that he said that regarding the transfer of certificate rights, the Application for Transfer of Certificate Name had never been registered at the Jayapura City BPN Martinus Samuel Darinya as PPAT client and his attorney felt that there was no good faith from PPAT Puspo Adi Cahyono, SH, M.Kn. and Ikhsan as an employee, made the client and his attorney file a lawsuit at the Jayapura District Court. So PPAT Puspo Adi Cahyono, SH, M.Kn. and Ikhsan as an employee is the Defendant. In this way, the employee becomes a participant in the responsibility for the attitude of the employer or PPAT, even though all the information submitted by the employee is based on directions from the PPAT. Thus, the legal issue is what is the legal protection for employees of land deed officials when submitting applications for transfer of rights?.

## **METHOD**

The approach method used in this research is the Normative Juridical approach method, this is because the main data used is secondary data, namely in the form of data obtained based on literature studies, related regulations, as well as publications from related parties.

## **RESULTS AND DISCUSSION**

Employees play a very important role in national development. These resources interact with other development capital, namely natural resources coupled with the role of technology and development which will support development programs in the economic sector and community welfare. In connection with national development, it is explained in the 1945 Constitution in article 27 paragraph (2) that it reads: Every citizen has the right to work and a living that is worthy of humanity. (Princess & Son, 2020) . Juridically, it is further explained in Law no. 13 of 2003 concerning Employment, which is stated in 5 Employment Laws regarding providing protection that "Every employee has the same opportunity without discrimination to obtain work . Employees are residents of working age. According to Article 1 paragraph (2) of Law Number 13 of 2003 concerning Employment (hereinafter referred to as the Employment Law), an employee is every person who is able to carry out work to produce goods and/or services to meet their own needs or those of the community. Based on their quality, employees are divided into 3, namely Educated Employees are employees who have expertise or proficiency in a particular field by means of formal and non-formal education, trained employees are employees who have expertise in a particular field with work experience Uneducated and untrained employees are rude employees who only rely on labor alone .

Employees are objects, namely everyone who is able to do work to produce goods or services for their own needs and those of others. A worker is anyone who works for someone else and receives wages in the form of money or other forms of compensation. An employer is an individual or legal entity who employs other people by paying wages or other forms of compensation. To protect workers from complex problems, the Government issued the Employment Law, namely Law Number 13 of 2003 concerning Employment. Regarding protection for workers in general, the law regulates protection for people with disabilities, protection for women, protection for working time, work safety, as well as protection in terms of wages and welfare. Most of this protection only applies to workers with permanent status or who are bound by an indefinite work agreement, generally called PKWTT. Meanwhile, for workers with a fixed-term employment agreement called PKWT, the regulations are regulated in a Ministerial Decree (Budiyo, 2021).

The need for employees is not only needed in large industries and SMEs, but is also a need for professionals or other officials who aim to run their work smoothly, including the profession of Land Deed Drafting Officer or often called (PPAT). PPAT is a public official who has the authority to make deeds of transfer of land rights, deeds of release of land rights, and deeds granting authority to impose mortgage rights according to applicable laws and regulations. (Krismiatri & Setyono, 2022). So based on this, all the things that fall under the authority of the PPAT are none other than the imposition of land rights in the form of a deed established as proof of the commission of a legal act. regarding the land located in their respective work areas (Khafifa Bazar & Silviana, 2021). In its position, namely PPAT, the deeds that have been made by PPAT are authentic deeds. The definition of legal acts of encumbrance of land rights, the making of which is the authority of the PPAT, includes the making of deeds of encumbrance of building use rights on proprietary land as intended in Article 37 of the Basic Agrarian Law and the making of deeds in the framework of the imposition of mortgage rights as regulated in law. This Based on the provisions of Article 1 of Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations on Officials Making Land Deeds, that PPAT is a public official who is given the authority to make authentic deeds regarding certain legal acts regarding land rights or Rights. Ownership of a Flat Unit (Wibawa, 2019). PPAT employees at work usually carry out tasks such as participating in researching the identities of employees presenter, examines the documents or data provided which are the basis for making the deed which is attached to the minutes of the deed, examines the substance of the deed, witnesses the reading of the deed carried out by the PPAT in the presence of the presenters and also participates in signing the deed (Farras Al-Husein Siregar, 2022).

PPAT is usually assisted by its employees, both in making deeds and providing services in the field, but long before that it is necessary to understand that the PPAT deed must be read and its contents explained to the parties in the presence of at least 2 (two) witnesses at or before signing of the deed, where the deed will be signed by both the parties, witnesses and the PPAT itself. Employees employed by PPAT have PKWT status, the Specific Time Work Agreement is a work agreement/work contract as intended by the Civil Law Code. (Key et al., 2017). Because it is an agreement, it also gives rise to what is called performance, namely the obligation of a party to carry out the things contained in an agreement. The existence of performance makes it possible for default or non-fulfillment of the performance or obligations imposed by the contract on the parties. A certain time work agreement as a binding facility between PPAT and its employees does not provide certainty, benefits and justice for the parties, especially for PPAT employees (Puspoyudo & Handoko, 2022). Article 52 point (1) of Law Number 13 of 2003 states that work agreements are made on the basis of: 1. Agreement between both parties; 2. Ability or skills to carry out legal actions; 3.

There is work as agreed; and 4. The work agreed upon does not conflict with public order, morality and applicable laws and regulations. (Activity Implementation & Land, 2019) .

These four conditions are quantitative, meaning that all of them must be fulfilled before it can be said that the agreement is valid. The requirements for free will of both parties and the ability or skills of both parties in making an agreement in civil law are referred to as subjective requirements because they concern the person making the agreement, while the requirements for the agreed work and the agreed work to be halal are referred to as objective requirements because they relate to the object. agreement. If the objective conditions are not met then by law the work agreement for a certain period of time will change to a work agreement for an indefinite period of time. If the subjective conditions are not met, then the legal consequences of the agreement can be cancelled, parties who do not give consent freely, as well as parents or guardians or guardians for people who are not competent to make an agreement can request the cancellation of the agreement from a judge. . Thus, the agreement has legal force as long as it has not been annulled by the judge

In the case of employees and employers, namely PPAT in Cassation Decision Number 175 K/Pdt/2021. It should be noted that there was a problem that occurred between Martinus Samuel Darinya as a client of Puspo Adi Cahyono, SH, M.Kn. with PPAT, namely Puspo Adi Cahyono, SH, M.Kn. and not only that, even a PPAT employee, Ikhsan, was also involved because the information felt by the PPAT client itself was unclear and changing. So there was no clear information from the start, not only that from the PPAT employee's statement which said that the application for the transfer of rights had never been registered at the Jayapura City BPN, where at the beginning the PPAT employee said that an application had been made to BPN while the PPAT employee's statement at the end did not Thus, to PPAT clients, this is the main point for a client to file a lawsuit at the Jayapura District Court, thereby making Puspo Adi Cahyoo, SH, M.Kn and Ikhsan, namely PPAT employees from Puspo Adi Cahyono, SH, M.Kn, become parties. Defendant.

This should be avoided so that the image of the PPAT profession can be well recognized by the wider community, and the public can trust PPAT as a public official, to be willing to address problems complained about by the general public regarding land rights/ownership rights to apartment units, especially the transfer of certificate rights to PPAT. From the case of Martinus Samuel Darinya against Puspo Adi Cahyono, SH, M.Kn. and Ikhsan, we can see that as an employee, you do not have to obey what your employer orders, let alone indicate that you have committed an unlawful act. because it will have the implication of participating in providing false information, deceiving clients in the work process at the PPAT office. This is also in accordance with the rights of employees, namely PKWT, because if the employer and an employee are in conflict with the law, even though it is because of his order, the employee cannot get legal protection in carrying out work because the mandatory principle does not apply to him from the employer, so that layoffs become One option for employers is not to take responsibility for their work.

## **CONCLUSION**

The legal protection that can be provided by PPAT to workers or employees depends on the policies provided by the employer, in this case namely PPAT. This is because the status of the job is PKWT, which means that the employer can be laid off at any time. This has implications for employees who carry out work on orders from their employers in situations where they commit unlawful acts, such as in the case of cassation decision 175/K/PDT/2021, do not have the right to prosecute legal protection against their employers. Thus, juridically, it is a form of legal protection for employees who are in conflict with the law regarding work due to orders from the employer, so the mandatory principle in work accountability does not apply, which has an impact on harming employees or workers in terms of responsibility for work actions.

## REFERENSI

- Asuan, A. (2019). Perlindungan Hukum Terhadap Pekerja Berstatus Perjanjian Kerja Waktu Tertentu (Pkw) Menurut Undang-Undang Nomor 13 Tahun 2003 Tentang Ketenagakerjaan. *Solusi*, 17(1), 23–31. <https://doi.org/10.36546/solusi.v17i1.147>
- Basofi, M. B., & Fatmawati, I. (2023). Perlindungan Hukum Terhadap Pekerja Di Indonesia Berdasarkan Undang-Undang Cipta Kerja. *Professional: Jurnal Komunikasi Dan Administrasi Publik*, 10(1), 77–86. <https://doi.org/10.37676/professional.v10i1.3544>
- Budiyono, T. (2021). Perlindungan Hukum Tenaga Kerja Kontrak Dan Outsourcing, Serta Problematika Implementasinya. *Refleksi Hukum: Jurnal Ilmu Hukum*, 5(2), 145–160. <https://doi.org/10.24246/jrh.2021.v5.i2.p145-160>
- Farras Al-Husein Siregar, F. (2022). Perlindungan Hukum Terhadap Pejabat Pembuat Akta Tanah Dalam Pembuatan Akta Peralihan Hak Atas Tanah Jika Terjadi Suatu Tindak Pidana. *Jurnal Officium Notarium*, 2(3), 537–546. <https://doi.org/10.20885/jon.vol2.iss3.art16>
- Island, F., Islands, G., Fuke, Y., Iwasaki, T., Sasazuka, M., & Yamamoto, Y. (2021). 福家悠介 1 · 岩崎朝生 2 · 笹塚諒 3 · 山本佑治 4. 71(1), 63–71.
- Khafifa Bazar, B. N., & Silviana, A. (2021). Perlindungan Hukum Terhadap Hak dan Kewajiban Pejabat Pembuat Akta Tanah. *Notarius*, 14(1), 29–38. <https://doi.org/10.14710/nts.v14i1.37599>
- Krismiatri, R. F., & Setyono, Y. A. (2022). Tanggung Jawab Pejabat Pembuat Akta Tanah (PPAT) yang Membuat Akta Jual Beli secara Melawan Hukum (Studi Putusan Mahkamah Agung Republik Indonesia Nomor 3537 K/PDT/2018). *Indonesian Notary*, 4(30), 631–647.
- Kunci, K., Hukum, P., & Pkw, N. (2017). *socio-legal research*. 4(4), 535–544.
- Pelaksanaan Kegiatan, D., & Tanah, P. (2019). Peran Dan Tanggung Jawab Pejabat Pembuat Akta Tanah. *Jurnal Hukum*, 35(2), 185–205.
- Puspoyudo, A. I., & Handoko, W. (2022). Pertanggungjawaban Pejabat Pembuat Akta Tanah (PPAT) Dalam Pelaksanaan Pembuatan Akta Pemberian Hak Tanggungan (APHT). *Notarius*, 15(2), 676–685. <https://doi.org/10.14710/nts.v15i2.36548>
- Putri, C. K. A., & Putra, M. A. P. (2020). Hak Pekerja Dalam Perjanjian Kerja Waktu Tertentu ( Pkw ) Pasca Diundangkannya Undang-Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja. *Jurnal Kertha Negara*, 10(4), 392.
- Sakinah, B. (2023). *Tanggung Jawab Pejabat Pembuat Akta Tanah (Ppat) Dalam Pembuatan Akta Jual Beli Tanah Beserta Akibat Hukumnya*. 998–1008.
- Setyo, R., Ahmadi, N. U. R., Studi, P., Industri, T., Teknik, F., & Surakarta, U. M. (2003). No 主観的健康感を中心とした在宅高齢者における健康関連指標に関する共分散構造分析Title. 13, 147–173.
- Suhartoyo. (2019). 5096-15423-1-Sm. *Administrative Law & Governance Journal*, 2(2), 326–336.
- Wibawa, K. C. S. (2019). Menakar Kewenangan Dan Tanggung Jawab Pejabat Pembuat Akta Tanah (Ppat) Dalam Perspektif Bestuurs Bevoegdheid. *Crepido*, 1(1), 40–51. <https://doi.org/10.14710/crepido.1.1.40-51>
- Wibowo, R. F., & Herawati, R. (2021). Perlindungan Bagi Pekerja Atas Tindakan Pemutusan Hubungan Kerja (PHK) Secara Sepihak. *Jurnal Pembangunan Hukum Indonesia*, 3(1), 109–120. <https://doi.org/10.14710/jphi.v3i1.109-120>