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**Legal Protection for Disadvantaged Heirs Arising from an Unlawfully Executed Deed of Gift**

**(A Case Study of Supreme Court Decision No. 3013 K/Pdt/2022)**

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**Abstract**

Pejabat Pembuat Akta Tanah selanjutnya disebut PPAT adalah pejabat umum yang diberikaan kewenangan untuk membuat akta-akta otentik mengenai perbuatan hukum tertentu menegnai hak atas tanah atau hak milik atas satuan rumah susun. Salah satu kewajiban dari PPAT yakni membuat Akta Hibah. Hibah yaitu pemberian harta milik seseorang kepada orang lain dengan cuma-cuma atau tanpa adanya imbalan dari si penerima hibah, hibah dilaksanakan pada saat si pemberi hibah itu masih hidup. Perlindungan hukum bagi ahli waris yang dirugikan atas akta hibah yang dibuat secara melawan hukum. Dalam penelitian ini terdapat 2 (dua) pokok permasalahan, yaitu mengenai bentuk perlidungan hukum bagi ahli waris yang dirugikan atas akta hibah yang dibuat secara melawan hukum; dan sahnya perjanjian Hibah terhadap pada putusan Mahkamah Agung nomor 1298K/Pdt/2019. Metode penelitian hukum yuridis-normatif dengan metode pendekan Statue Approach dan Conseptual Approach. Hasil Penelitian ini adalah perlindungan hukum bagi ahli waris yang dirugikan atas akta hibah yang dibuat secara melawan hukum telah terpenuhi dengan adanya putusan hakim yang menyatakan akta hibah tidak sah dan tidak tidak memiliki kekuatan hukum dan menyatakan dan menghukum Tergugat mengembalikan hibah yang telah diterima. Sahnya perjanjian hibah, berdasarkan Putusan Mahkamah Agung Nomor 3013 K/Pdt/2022 tidak memenuhi syarat subjektif yakni Pasal 1320 KUH Perdata Adanya kata sepakat dari mereka yang mengadakan perjanjian kesepakatan mengandung cacat hukum jika kesepakatan tersebut dibuat berdasarkan paksaan, kekhilafan dan penipuan.

**Kata Kunci: Hibah, Tanggungjawab PPAT, Perbuatan Melawan Hukum**

# Introduction

The legal profession in the development of society in Indonesia is needed along with the increasing needs of the community, especially in the field of law (Salim,2016). To help citizen avoiding legal problems, need professional skills. Someone must have special expertise in the field of law so that they can help the community to prevent legal problems that occur. One of the legal professions in Indonesia is the Land Deed Official (PPAT). Land Deed Official or known as PPAT is one of the professions related to official documents about land. In English, Land Deed Officials are referred to as Land Deed Officials, while in Dutch they are called Land Titles Registar.

Article 1 Number (1) Government Regulation No. 24/2016 Amending Government Regulation No. 37/1998 on the Regulation of the Position of Land Deed Maker explains that:

*“The Land Deed Official, hereinafter referred to as PPAT, is a public official who is authorized to make authentic deeds regarding certain legal actions regarding land rights or property rights over apartment units”.*

*Regarding the duties of PPAT in land registration, it is regulated in Government Regulation Number 37 of 1998 concerning the Professional Position of PPAT in Article 2, which explains that PPAT has the main tasks, namely:*

*“Conducting land registration activities by making a deed as proof that a certain legal action has been carried out by the parties related to land rights, rights to apartment units or even mortgage rights which will be used as the basis for registering changes in land registration data due to certain legal actions”.*

The purpose of organizing land registration is to provide legal certainty and legal protection to holders of rights to a parcel of land, apartment units and other rights registered with valid evidence as right holders. PPAT must provide a guarantee of legal certainty to the public regarding the linking of authentic deeds. An authentic deed is a deed made in the form prescribed by law by/ or before a public official authorized for that purpose, at the place where the deed is made.

A deed is said to be authentic and has complete evidential power and has met the minimum limit of valid evidence without any other evidence being needed in a civil law dispute (Notodisoerjo, 1993). Its evidentiary power can be classified into 3 types, namely:

1. External evidentiary power (uitwendige bewijskracht), is a formal requirement that must be met in order for a Notary deed to be valid as an authentic deed.
2. Formal evidentiary power is the certainty that the events and facts stated in the deed were actually performed by the Notary and/or described by the parties appearing before the Notary.
3. Material evidentiary power (materiele bewijskracht) is the certainty that what is stated in the deed is valid evidence against the parties who make the deed or those who get the right and applies to the public, unless it can be proven otherwise.

The authorized official referred to in the Article is one of the PPATs, as explained in Article 2 of Government Regulation Number 37 of 1998 concerning the Regulation of Land Deed Officials, namely the authority of PPATs to make 8 (eight) deeds in their position as PPATs related to legal acts consisting of:

1. Buying and selling;
2. Exchange;
3. Grant;
4. Entry into the Company (Inbreng);
5. Sharing of Joint Rights;
6. Granting of Building Rights Title/Use Rights on Land of Property Rights
7. Granting of Mortgage Rights;
8. Granting of Power of Attorney to Enforce Mortgage.

One of the obligations of the PPAT is to make a Grant Deed. Hibah is the giving of one's property to another person freely or without any reward from the grantee, the grant is carried out when the grantor is still alive, therefore the grant is included in a unilateral agreement because this agreement only imposes an achievement on one party.

Article 1666 paragraph (1) of the Civil Code defines a grant as an agreement by which the grantor during his lifetime freely and irrevocably surrenders an object for the needs of the grantee who accepts the surrender (Budiono, 2010). The grantor gives his property rights to part or all of his property to another party without any compensation from the grantee, so in this case there is no contra achievement between the grantor and the grantee, in this case the Law makes a rule that requires the grantee to re-enter all of it into the grantor's estate to be calculated again.

The grant must be made through a notarial deed, as explained in Article 1682 of the Civil Code, namely: “no grant whatsoever except as referred to in Article 1678 of the Civil Code can be made without a notarial deed of which the minutes (original manuscript) must be deposited with the notary and if this is not done, the grant is invalid” (Syarizal Abas, dan Dahlan, 2019). The making of a grant deed must meet the requirements, namely that the deed made must be by and before a public official, the deed must be made in accordance with the provisions of the legislation and the making of the deed must have the authority to make the deed in front of whom the deed is made by a public official.

In addition, the conditions that must be met in a grant are seen from the definition in Article 1666 of the Civil Code (Suparman, 1995), are:

1. Grant is a unilateral agreement that is carried out freely, meaning that there is no contra pretation from the grantee.
2. In grants it is always required that the grantor has the intention to benefit the grantee.
3. The object of the grant agreement is all kinds of property belonging to the grantee, both tangible and intangible, fixed and movable objects, including all kinds of grantee receivables.
4. Grants are irrevocable.
5. The grant must be made when the grantor is still alive.
6. Grants must be made before a notary.

The grant deed expresses an agreement, which agreement must be based on fulfilling the terms of an agreement. The validity of the agreement can be studied based on the agreement law contained in the Civil Code. Based on Article 1320 of the Civil Code, the conditions for the validity of an agreement are as follows:

1. Agreement of those who bind themselves. Agreement is the conformity of will between the parties, namely the meeting between offer and acceptance. Agreement in an agreement can be reached in various ways, namely written or unwritten (Miru, dan Pati, 2018).
2. Capacity to enter into an agreement. Capacity to act is the ability or ability to perform legal acts, which have legal consequences. According to Article 1330 of the Civil Code, those who are not capable of making an agreement are minors, persons placed under guardianship and wives, but in its development the wife can perform legal acts as regulated in Article 31 of Law Number 1 of 1974 jo. SEMA no. 3 of 1963 (Ismatullah, dan Muhan, 2104).
3. A certain thing. A certain thing or the object of the agreement is the performance. Achievement is the debtor's obligation and the creditor's right. Achievement consists of giving something, doing something, not doing something. (Article 1234 of the Civil Code).
4. A lawful cause. Article 1337 of the Civil Code, a prohibited cause is if it is contrary to law, decency, and public order. uatu sebab yang halal. Pasal 1337 KUHPerdata, suatu sebab yang terlarang adalah apabila bertentangan dengan undang-undang, kesusilaan, dan ketertiban umum.

The first and second conditions are referred to as subjective conditions, this condition is said to be a subjective condition because it concerns the person or party making an agreement. The party making this agreement is referred to as the subject of the agreement. Meanwhile, the third and fourth conditions are referred to as objective conditions because they concern the object agreed upon by the parties making the agreement.

Cancellation of the grant deed can be submitted to the Court by the grantor to provide legal certainty and if the granted property is in the form of immovable objects such as land, if a name change has not been made, an autograph deed can be made on the statement of withdrawal of the grant property, but if a name change has been made, then on the basis of a judge's decision the land is reversed, then on the basis of a judge's decision the land is reversed back into the name of the grantor (Soeroso, 2003).

Grant cancellation can basically be done by filing a lawsuit with the subject matter of grant cancellation. As usual, the filing of a lawsuit occurs when there is a dispute between the parties. In connection with this, the preparation of a lawsuit must pay attention to several aspects, namely:

1. Any person who feels aggrieved may file a lawsuit against the party deemed to be the aggrieved party through the court.
2. The lawsuit may be filed orally or in writing and if necessary, the Chief Justice of the District Court may be assisted.
3. The lawsuit must be filed by an interested party.
4. The claim of right in the lawsuit must be a claim of right that has a legal interest, which can be granted if the truth can be proven in the examination session.
5. Regarding the requirements regarding the content of the lawsuit, there are no provisions, but based on Article 8 paragraph (3) of the Colonial Regulation, Staatsblad Number 52 of 1847 concerning Reglement op de Burgerlijke Rechtsvordering (Rv)/Regulation of Civil Procedure Law, requires the existence of the subject matter of the lawsuit which includes: The identity of the parties, concrete arguments about the existence of a legal relationship which is the basis and reasons for the claim (these arguments are better known as fundamentum petendi), and the claim or petitum must be clear and firm.

As happened in Supreme Court Decision Number 3013/K/Pdt/2022 of 2022 which has been legally binding (inkracht), that initially the late Mr. Wira Sugandi was the husband of LIE MIE JIN (Plaintiff) was the biological mother of Sugandi (Defendant), Agustina (Defendant I), Yuliana (Defendant II), Sumardi (Defendant III) and Dr. Nanda Anisa Lubih, S.H., M.Kn (Defendant IV) who are the legal heirs. This problem started after the death of Wira Sugandi and left an inheritance. Deliberation efforts have been made up to a dozen times but have not found a way out, every time the Defendant's deliberations are always yelling and being rude so that the late Wira Sugandi's inheritance is divided equally between the Plaintiff and his 4 (four) children each 1/5 share. The problem escalated when one of the inheritances in the form of land and buildings with a total area of 2,870 M² (Two Thousand Eight Hundred Seventy Square Meters) and buildings located at Jalan Soekarno Hatta Number 334, Bandung City based on Building Rights Title Certificate No. 374/Kelurahan Kebonlega, was sold at a price of RP. 3.300.000.000,- (Three Billion Three Hundred Million Rupiah).

As a result of coercion due to the Defendant's repeated pressure that all of the deceased's inheritance be divided equally, including the money in the amount of RP. 3.300.000.000,- (Three Billion Three Hundred Million Rupiah). As a result of the sale, as well as the Defendant's persuasion and the influence of a third party, the Defendant said that he would assist in settling the division of the inheritance, deeds of grant were made from the Plaintiff as the grantor to his four children. The Plaintiff was unfamiliar with the division of inheritance, and realized that the making of the deeds was incorrect and not in accordance with the way the inheritance should be divided.

According to the law, Mr. Wira Sugandi's inheritance in the form of money in the amount of Rp.33,000,000,000, - (Thirty-three Billion Rupiah) from the proceeds of the sale, should be divided based on the calculation of ½ of the undivided joint property or 16,500,000,000 (Sixteen Billion Five Hundred Million Rupiah) remains part of the Plaintiff. While the remaining ½ of the undivided portion of the estate of Mr. Wira Sugandi amounting to 16,500,000,000, - (Sixteen Billion Five Hundred Million) was divided equally between the Plaintiff and her 4 children amounting to 3,300,000,000, - (Three Billion Three Hundred Billion Rupiah) based on the law of inheritance.

In reality, the cash given by the Plaintiff to her 4 children amounting to Rp.3,300,000,000, - (Three Billion Three Hundred Million Rupiah) in the grant deed appeared to be a grant from the Plaintiff which was taken from ½ of the joint property which was the Plaintiff's share of Rp.16,500,000,000, - (Sixteen Billion Five Hundred Million Rupiah) from the proceeds of the sale of the land and building which amounted to Rp. 33,000,000,000, - (Thirty Three Billion Rupiah).

As if divided according to the Law of Inheritance Distribution, namely ½ of the undivided portion of the joint property amounting to Rp.16,500,000,000, - (Sixteen Billion Five Hundred Million Rupiah) for the Plaintiff and ½ of the undivided portion in the estate of Mr. Wira Sugandi or amounting to Rp.16,500,000,000 (Sixteen Billion Five Hundred Million Rupiah) divided equally between the Plaintiff and his 4 children amounting to Rp. 3,300,000,000 each. Then ½ of the undivided portion of the joint property in the amount of Rp.16,500,000,000, - (Sixteen Billion Five Hundred Million Rupiah) which became the Plaintiff's share as if it was granted to her 4 children in the amount of Rp.3,300,000,000, - (Three Billion Three Hundred Million Rupiah).

Then the Plaintiff took the initiative to discuss the matter with the Defendant but only the 3 children were able to talk and willingly returned the money that had been received as a grant while the Defendant did not. The Defendant has committed an unlawful act which has caused damage to the Plaintiff by intentionally pressuring and yelling at and being rude to the Plaintiff and the Defendants. As a result of the Defendant's unlawful acts, the Plaintiff suffered material and immaterial losses.

Based on the description above, this research will discuss the Legal Protection for Heirs Who Are Harmed by Grant Deeds Made Unlawfully and the Legal Effects of Revoked Grant Deeds based on Supreme Court Decision Number 1298K/Pdt/2022.

# Research Problem

# 1. How is legal protection for heirs who are harmed by grant deeds made unlawfully?

# 2. How is the Legality of the Grant Agreement Contained in Supreme Court Decision Number 3013/K/Pdt/2022?

# Research Method

The research method used in this research is Normative Juridical, the approach used in writing uses two methods of approaching the problem, namely: Statue Approach, is an approach by examining all laws and regulations that are related to the problems (legal issues) being faced. Conceptual Approach, is an approach that departs from the views and doctrines that develop in legal science. Analysis of legal materials used is a qualitative approach used to form a descriptive data using the aim to describe systematically, factually and accurately. Data collection techniques are carried out through library research.

# The legal materials used are primary and secondary legal materials. Primary legal materials are legal materials that have binding force. In this research, the primary legal materials used are Government Regulation (PP) Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations on the Position of Land Deed Makers, the Civil Code and Supreme Court Decision Number 3013/K/Pdt/2022. Secondary legal materials are legal materials that do not have power, and only function as explanations of primary legal materials. In this research, secondary legal materials used are books and research journals related to this research.

# Discussion

## A. Legal Protection for Disadvantaged Heirs of Grant Deeds Made Unlawfully

Legal protection can be divided into 2 (two), namely legal protection in the form of prevention and legal protection in the form of repression. In this case. The Civil Code has regulated the terms and procedures of the Grant which serve as legal protection for Lie Mie Jin (Plaintiff) as the heir of the deceased Wira Sugandi. Article 914 of the Civil Code stipulates the absolute portion, which is part of the testator's estate which is then handed over to the heirs according to straight line descent in accordance with the law. The absolute share that the heirs will receive, if there is only one child then the absolute share is ½ of the share that must be received, if there are two children then the absolute share is 2/3 of what must be received and if there are three or more children then the absolute share is ¾ of the share they must receive based on the Law.

Based on the above provisions, in the subject matter of the case, the cash given by the Plaintiff to her 4 children amounting to 3,300,000,000, - (Three Billion Three Hundred Million Rupiah) in the grant deed seems to be a grant from the Plaintiff taken from ½ of the joint property which is the Plaintiff's share of 16,500,000,000 (Sixteen Billion Five Hundred Million) from the proceeds of the sale of the land and building which amounted to Rp. 33,000,000,000, - (Thirty Three Billion Rupiah). The estate of the late Wira Sugandi in the form of money amounting to Rp. 33,000,000,000,000, - (Thirty Three Billion Rupiah) from the proceeds of the sale, should be divided based on the calculation of ½ of the undivided property of the joint property or 16,500,000.00 (Sixteen Billion Five Hundred Million Rupiah) remains part of the Plaintiff. While the remaining ½ of the undivided portion of the estate of the late Wira Sugandi amounting to 16,500,000,000 (Sixteen Billion Five Hundred Million Rupiah) was divided equally between the Plaintiff and her 4 children amounting to 3,300,000,000 (Three Billion Three Hundred Million Rupiah) based on the law of inheritance.

The Plaintiff had the initiative to discuss the matter, but only three of the children could still be spoken to while the Defendant could not, and the three children were willing to return the money that had been received as a grant amounting to 3,300,000,000 (Three Billion Three Hundred Million Rupiah). The Defendant was not willing to return the money, and the Defendant also pressured the Plaintiff to report the Plaintiff to the police if the Plaintiff did not stop his intentions. In addition, the Defendant insisted that Mr. Wira Sugandi's other assets be divided equally, as if according to mutual agreement and family negotiations.

“A grant must not harm the heirs”, the grant made by the Plaintiff to the Defendant must be in accordance with the established legal provisions. In this case the Defendant has committed an unlawful act that has caused harm to the Plaintiff by deliberately pressuring and yelling and being rude to the plaintiff and to the defendants requesting that Mr. Wira's inheritance be divided equally by 1/5 of each part and persuading the defendant by saying that he would help complete the division of Mr. Wira's inheritance so that the grant deeds were made and the Defendant proved bad faith.

So that the action that must be taken to protect the Plaintiff is repressive legal protection by means of legal remedies, namely the Plaintiff filing a lawsuit in court as a form of final legal protection for the losses caused by the Defendant.

Then in the implementation of the grant in this Decision there was a problem in the grant where there was a cancellation of the grant made by the grantee to the grantee, the cancellation of the grant itself is regulated in Article 1688 of the Civil Code, namely: “A grant cannot be revoked and therefore cannot be canceled, except in the following cases:

1. If the conditions of the grant are not fulfilled by the grantee;
2. If the person to whom the grant is made is guilty of committing or participating in an attempt to commit murder or any other crime against the grantor;
3. If the grantor falls into poverty and the grantee refuses to provide for him;

Referring to the aforementioned Article, the Defendant did not fulfill the second condition, namely if the person to whom the grant is made is guilty of committing or participating in an attempt to commit murder or another crime against the grantee where the Defendant Plaintiff intentionally committed another crime by pressing, yelling and being rude and persuading the defendant by saying that he would help settle the doubts of the late Wira's other assets until a deed was made as if the money of Rp. 33,000,000,000 had been divided in accordance with the distribution of inheritance law so that the Plaintiff demanded the cancellation of the grant from the Plaintiff as the Grantor to his 4 children amounting to Rp. 3,300,000,000 (three billion three million) each. The panel of judges has provided legal protection to the Plaintiff by declaring the grant deeds to have no legal force with all legal consequences of the grant deeds made by Anisa Lubis, S.H., M.Kn. (Arto, 2018) Sengketa ini terjadi karena adanya pihak yang merasa dirugikan sehingga ia memerlukan suatu keadilan, adanya keraguan hukum sehingga memerlukan kepastian hukum dan adanya rasa harga diri atau nama baik yang tercemar akibat dari perbuatan seseorang dan memerlukan pemulihan kembali baik secara psikologis, sosiologis dan yuridis.

Article 1666 and Article 957 of the Civil Code can be known elements of grants or testamentary grants, namely:

1. Grants are unilateral agreements made free of charge, meaning that in grants it is always required that the grantor has the intention to benefit the grantee.
2. The object of the grant agreement is all property belonging to the grantee, both tangible and intangible, fixed and movable objects, including all grantee receivables.
3. Grants are irrevocable (Article 1688 of the Civil Code).
4. Grants must be made when the grantor is still alive (Article 1682 of the Civil Code).
5. The implementation of the grant can also be done after the grantor dies.
6. Grants must be made by notarial deed (Article 1682 of the Civil Code.5 There is no contra achievement from the grantee (Article 1666 of the Civil Code).

The above reasons limit the actions of the grantor so that he does not act arbitrarily to cancel the grant he has made. It should be emphasized that the above reasons are not cumulative, but alternative, meaning that if only one of the above reasons is fulfilled, then an act of grant can be revoked in Supreme Court Decision Number 3013K/Pdt/2022 but in reality the cash given by the Plaintiff to his 4 children amounting to Rp. 3,300,000. 000, - (three billion three hundred million rupiah) in the grant deeds, as if it was a grant from the Plaintiff which was taken from ½ of the portion of the joint property that belonged to the Plaintiff in the amount of 16,500,000,000, - (sixteen million five hundred thousand rupiah) from the proceeds of the sale of land and buildings located in Bandung in the amount of Rp. 33,000,000,000, - (thirty-three billion rupiah) or the money from the sale of land and buildings as if it was divided according to the law of inheritance distribution.

As for how to calculate the absolute share, it must pay attention to the provisions in Article 914 of the Civil Code which stipulates the absolute share that will be received by the heirs, namely if there is only one child then the absolute share is ½ of the share that must be received, if there are two children then the absolute share is 2/3 of what must be received and if there are three or more children then the absolute share is ¾ of the share they must receive based on the law. It should be seen in this case that ½ of the undivided portion of the joint property or amounting to Rp.16,500,000,000, - (sixteen million five hundred million rupiah) for the Plaintiff as the wife of the deceased and ½ of the undivided portion of the estate of the deceased Wira Sugndi amounting to Rp. 16,500,000,000, - (sixteen million hundred million rupiah) is divided equally between the Plaintiff and her 4 children amounting to Rpp. 3,300,000,000 each. 3,300,000,000, - (three billion three hundred million rupiah).

## B. The Validity of the Grant Agreement Contained in the Supreme Court Decision Number 3013/K/Pdt/2022

The definition of an agreement in the Civil Code is stated in Article 1313, namely an agreement is an action that occurs between one or more people (Salim H.S,2010). According to experts, an agreement is a legal relationship between a legal subject and another legal subject in the field of property, where one legal subject is entitled to an achievement and likewise the other legal subject is obliged to carry out its performance in accordance with what has been agreed upon.

Based on the above definition, it can be concluded that an agreement can become a legal act if there is an agreement between the two parties, if it is related to Supreme Court Decision Number 3013/K/Pdt/2022, a deed of agreement was made (to. August 5, 2019 from the Plaintiff (Wife) to the Defendant and Co-Defendant I, Co-Defendant II and Co-Defendant III (her children), granting money in the amount of Rp. 3,300,000,000,- (Three Billion Three Hundred Million Rupiah) from the sale of land and buildings inherited from the late Wira Sugandi (Husband).

The agreement can be said to be valid and has permanent legal force if it fulfills the conditions for the validity of the agreement determined by the Law Article 1320 of the Civil Code. These conditions can include the subject (the people) and the object. The validity of the grant agreement must fulfill Article 1320 of the Civil Code, which states that there are 4 (four) conditions for the validity of the agreement, namely:

1. Agreement of Those Who Bind Themselves

Agreement is needed in entering into an agreement, so that both parties must have freedom of will, meaning that each party does not get a pressure that results in a defect in realizing their will. The agreement between the parties must have a free will. The free will here is the free will to enter into an agreement. Article 1321 explains that no agreement is given by mistake or obtained by force or fraud.

1. Ability to Act to Make Agreements

Article 1329 reads that every person is capable of making obligations, if he is declared incapable by law. The competence in question is the ability to make agreements, basically all people are capable of making agreements, except by law declared incapable of those who are immature, those who are under guardianship, and married women.

1. The agreement must have a specific object.

Certain things are the object of the agreement itself, regulated in Article 1333 of the Civil Code, namely an agreement must have as its subject matter an item of at least determined ethnicity. The requirement for certain things is at least that the goods intended in the agreement are determined in type and the amount can be determined at a later date.

1. What is agreed upon is a lawful cause

A lawful cause in Article 1335 of the Civil Code reads that an agreement without a cause, or that has been made for a false or prohibited cause has no force.

The Panel of Judges first referred to Article 1329 of the Civil Code and Article 1321 of the KHUPdt that the agreement here must be given freely, the agreement contains legal defects if the agreement is made based on coercion, mistake and fraud. This grant deed agreement is related to this Decision, namely the agreement of those who bind it, when viewed from the Supreme Court Decision Number 1298K / Pdt / 2022 that those who bind themselves are the grantor in this case (Plaintiff) to the grantee (Defendant). Considering after reviewing the terms of the agreement based on Article 1320 that the Plaintiff's actions in making the Grant Deed were based on deception and misuse of misleading circumstances which resulted in the Plaintiff being in a distressed situation due to the attitude and harsh actions towards the Plaintiff and the Plaintiff did not dare to tell the truth of her feelings to the Defendant, but the fact that the Grant Deed Agreement violated the requirement of a lawful cause.

The making of the grant deed was based on deceit and misuse of misleading circumstances which resulted in the Plaintiff being in a distressed situation as a result of abusive actions against the Plaintiff as her biological mother even though the Plaintiff did not dare to tell the truth of her feelings to the Defendant, but in fact the Grant Deed Agreement was found to have violated the requirement "there is an agreement from those who make the Grant Deed Agreement. Therefore, the Grant Deed Agreement made before Anisa S.H., M.Kn is an agreement that is not in accordance with Article 1320. So declare void with all legal consequences the grant from the Plaintiff as the grantor to his 4 children.

Salah satu syarat akta dianggap sah apabila telah memenuhi syarat formil dan materiil. Isi dari syarat formil dan material adalah:

1. Formil Requirement
2. Deed-making must be done in the presence of a notary for notarial deeds and a PPAT for interests relating to PPAT deeds which clearly must be before a public official.
3. Deed making must be in accordance with laws and regulations and government regulations. Article 38 of Law Number 3 of 2004 amending Law Number 2 of 2014 on the regulation of the office of notary for notarial deeds and Regulation of the Head of the National Land Agency Number 8 of 2012 Amending Regulation of the Minister of Agrarian Affairs/Head of the National Land Agency Number 3 of 1997 on Provisions for the Implementation of Government Regulation Number 24 of 1997 on Land Registration.
4. Notarial deeds must be made in accordance with the working area of the Notary/PPAT so that the authenticity of the deed can be accounted for later in the event of a problem.
5. Attended by the parties and the notary must recognize the parties.
6. Attended by 2 (two) witnesses in order to witness that the deed has been read and signed by the Notary in front of the parties in accordance with the wishes of the parties.
7. This material requirement relates to the content of the deed. The content of the deed is the agreement between the parties or the promises of the parties. Notary/ only constatirizes the wishes of the parties into a deed but the wishes remain in the legal path, and in accordance with the provisions of Article 1337 of the Civil Code, regarding prohibited causes.

Based on the explanation above, the judge's decision states that the Defendant committed an unlawful act and states that the division of the estate of the deceased Wira Sugandi must be divided in accordance with the division of inheritance law and declares void with all legal consequences the grant from the Plaintiff as the grantor to his 4 (four) children and declares that it has no legal force with all legal consequences the grant deeds made by Dr. Nanda Anisa Lubis, S.H., M.Kn, for the deed.

A person can be said to have committed an unlawful act must fulfill the following conditions:

a. There must be an unlawful act

b. The existence of fault

c. The existence of loss

d. The existence of a causal relationship between the act and the loss

In this decision, the Panel of Judges was of the opinion that the Defendant's actions were unlawful. Article 1565 of the Civil Code states that “Every unlawful act that causes damage to another person, obliges the person who committed the act to compensate for the damage”(Kinasih,2019). Compensation or called a legal remedy is one way to obtain compensation rights by the court given to one party who suffers losses as a result of another party committing an unlawful act. Compensation for unlawful acts regulated in Article 1365 of the Civil Code, namely the party who has committed a mistake as a result of his actions is obliged to compensate the injured party. This compensation arises because of a mistake not because of an agreement.

Punish the Defendant to return the cash received from the Plaintiff as a grant in the amount of Rp. 3,300,000,000, - (Three Billion Three Hundred Rupiah) as per the Deed of Grant Number 7 dated August 5, 2019 between the Plaintiff as the grantor to Mr. Sugandi (Defendant) as the grantee made by Dr. Nanda Anisa Lubis, S.H., M.Kn (Defendant IV) and Punish the Defendant to pay the court costs incurred in this case.

The provisions of Article 5 of Law Number 48 of 2009 concerning judicial power explain that judges have freedom in deciding a case, but the freedom referred to here is that the judge stands alone and is not influenced by anything or anyone in deciding a case. Judges must be neutral in deciding cases, this free situation is very important because if the judge gives a decision because he is influenced by something, the judge's decision does not achieve justice for the parties or one of the parties. Thus, the Decision of the panel of judges is of the opinion that there are sufficient reasons to grant the cassation request and cancel the cassation petition and annul the Decision of the Bandung District Court of Appeal Number 85/Pdt.G/2021/PN Bdg dated October 26, 2021.

# Conclusion

1. Based on this case, the legal protection for the heirs based on the Supreme Court Decision Number 3013 K/Pdt/2022 is that the grant is rightly canceled. The Plaintiff (grantor) as a result of the unlawful act committed by the Defendant (grantee), the panel of judges ruled that the Grant Deed Deed Number 7 dated August 5, 2019 was void with all legal consequences, invalid and had no legal force, and punished the Defendant to return the cash received from the Plaintiff as a grant in the amount of Rp. 3,300,000.00 (Three Billion Three Hundred Million Rupiah). 3,300,000.00 (Three Billion Three Hundred Million Rupiah) between the Plaintiff as the Grantor to Mr. Sugandi (Defendant) as the Grantee, made by Dr. Nanda Anisa Lubis, S.H., M.Kn and punish the respondent in cassation to pay the court costs at the cassation level.
2. The validity of the grant agreement, based on Supreme Court Decision Number 3013 K/Pdt/2022, namely canceling the grant, states that the grant is not declared null and void, because in this case it does not meet the subjective requirements, namely Article 1320 of the Civil Code There is an agreement from those who make the main conclusions of the study may be presented in a short conclusions section.The conclusion section should lead the reader to the important matter of the paper.

# Suggestions

PPAT must be careful in the process of making deeds and amendments to deeds. The PPAT also needs to conduct a more thorough and thorough examination of the identity of the parties and must really know the problem of the request for the deed.

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