

Surat kuasa yang dilegalisasi oleh notaris yang menjadi dasar pembuatan akta perikatan jual beli (studi kasus : putusan Mahkamah Agung Nomor : 1753K/PDT/2012, tanggal 21 Mei 2013 = Notarised power of attorney as the basis for sales and purchase commitments deed case study supreme court ruling Number 1753K/PDT/2012 dated May 21, 2013

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Abstrak

[Penelitian ini membahas mengenai surat kuasa yang dilegalisasi yang menjadi dasar akta perikatan jual beli atas tanah, yaitu dalam kasus pada putusan Mahkamah Agung Nomor 1753K/PDT/2012, Tanggal 21 Mei 2013 dimana surat kuasa tersebut dipalsukan. Permasalahan pada penelitian ini adalah kedudukan surat kuasa dibawah tangan yang dilegalisasi, yang menjadi dasar dibuatnya akta perikatan jual beli atas tanah, serta kedudukan akta perikatan jual beli yang didasarkan pada surat kuasa yang dilegalisasi tersebut. Penelitian ini menggunakan metode penelitian yang berbentuk yuridis normatif dan bersifat eksplanatoris, dengan menggunakan data sekunder dan penarikan kesimpulan dilakukan secara kualitatif. Dari hasil penelitian diperoleh kesimpulan bahwa surat kuasa dibawah tangan yang legalisasinya dipalsukan telah kehilangan kekuatan pembuktian formal dan materiil, karena isi dan tanda tangannya tidak diakui dan telah berhasil dibuktikan oleh Penggugat, sehingga akibatnya surat kuasa tersebut dapat dibatalkan. Dan bahwa karena surat kuasa yang dilegalisasi tersebut telah dibatalkan maka surat kuasa tersebut dianggap tidak pernah terjadi, sehingga penjual pada Akta Perikatan Jual Beli tidak memiliki wewenang untuk mewakili pemilik dan akibatnya akta tersebut dapat dimintakan pembatalannya.]; This research discusses a notarised power of attorney that is used as the base of deed of commitments of sales and purchase of land (Perjanjian Pengikatan Jual Beli/PPJB), particularly in the case of the Supreme Court Ruling Number: 1753K / PDT / 2012, dated May 21, 2013, in which the notarisation of the power of attorney is falsified. This research aims to determine the status of a notarised power of attorney, which became the basis of the engagement made in the deed of commitments of sales and purchase of land, as well as the status of the sales and purchase commitments deed in which its engagement is based on a notarised power of attorney. Methods used in this research are in the form of juridical normative and explanatory nature, using secondary data and inference concluded qualitatively. Research of the case concluded that the written power of attorney executed under hand whose notarisation is falsified has lost its formal and material power as a proof, because both its contents and the signature on it is denied by the principal of power and this fact has been successfully proven in court. Consequently the power of attorney can be canceled by the court. Since the notarised power of attorney on this case has been revoked by the court, it is deemed as if the power of attorney never happened, resulting the seller on the Sales and Purchase Commitments Deed to have no authority to represent the owner of land and consequently this deed may be requested to be cancelled, This research discusses a notarised power of attorney that is used as the

base of deed of commitments of sales and purchase of land (Perjanjian Pengikatan Jual Beli/PPJB), particularly in the case of the Supreme Court Ruling Number: 1753K / PDT / 2012, dated May 21, 2013, in which the notarisation of the power of attorney is falsified. This research aims to determine the status of a notarised power of attorney, which became the basis of the engagement made in the deed of commitments of sales and purchase of land, as well as the status of the sales and purchase commitments deed in which its engagement is based on a notarised power of attorney. Methods used in this research are in the form of juridical normative and explanatory nature, using secondary data and inference concluded qualitatively. Research of the case concluded that the written power of attorney executed under hand whose notarisation is falsified has lost its formal and material power as a proof, because both its contents and the signature on it is denied by the principal of power and this fact has been successfully proven in court. Consequently the power of attorney can be canceled by the court. Since the notarised power of attorney on this case has been revoked by the court, it is deemed as if the power of attorney never happened, resulting the seller on the Sales and Purchase Commitments Deed to have no authority to represent the owner of land and consequently this deed may be requested to be cancelled]