



## Power Construction in the Practice of Buying and Selling Land

Nurnaningsih<sup>1\*</sup>, I Made Pria Dharsana<sup>2</sup>

<sup>1</sup> Fakultas Hukum, Universitas Indonesia, Indonesia

<sup>2</sup> Fakultas Hukum Universitas Warmadewa, Indonesia

e-mail : [notariatqk@gmail.com](mailto:notariatqk@gmail.com), [imadepriadharsana@gmail.com](mailto:imadepriadharsana@gmail.com)

Author Correspondence: [notariatqk@gmail.com](mailto:notariatqk@gmail.com)

**Abstract:** Delegating power in land transactions plays a crucial role in ensuring legal certainty and protection in Indonesia. This study examines the legal implications of granting power of attorney in land sales, focusing on the prohibition of absolute power as regulated under the Instruction of the Minister of Home Affairs No. 14 of 1982 and Government Regulation No. 24 of 1997. The research identifies issues arising from the misuse of power of attorney, which is often used to disguise unlawful land ownership transfers. Using a normative legal research method, this study analyzes legislative provisions, judicial interpretations, and case law to evaluate the legality of power of attorney in land transactions. The findings reveal that despite legal prohibitions, loopholes allow misuse, creating risks of legal uncertainty. The study concludes that stricter enforcement and regulatory refinements are needed to prevent such misuse and enhance legal protection for all parties involved.

**Keywords:** Power of attorney; Selling; Soil; Absolute Power

### 1. INTRODUCTION

Currently, granting power of attorney is very necessary in various aspects of life, especially in law. In practice, distance, busyness, or limited ability are often the reasons why a person cannot take legal action directly. Nowadays, the act of representation has become commonplace. The granting of power of attorney itself is an agreement in which a person authorizes another person (Setiawan et al., 2023) who receives it to manage an interest on behalf of the power of attorney (Article 1972 of the Civil Code) (Tjitrosudibio & Subekti, 2004). In legal practice, power of attorney institutions is essential because distance, busyness, or limited ability often make related parties unable to take legal action directly. Article 1972 of the Civil Code explains that the granting of power of attorney is an agreement between the granting party and the authorized party to manage a business on behalf of the authorizer (Arif, 2022; Artika et al., 2019). As stipulated in Article 1793 of the Civil Code, this provision affirms that power of attorney can be legalized through an authentic deed, written under the hand, even with an oral statement (Widjangkoro, 2016). The validity of the formal granting of power of attorney is subject to civil law, both made in the presence of a notary and under the hand of the provisions of Article 1793 of the Civil Code (Rondonuwu, 2017). This article states that power of attorney can be given and received through official deeds, written underhand, letters, or even orally. Normatively, granting power of attorney is a unilateral agreement that requires action

only from the power of attorney and does not necessarily include the right to represent the power of attorney (Girinatha & Renaya, 2023; Rahma et al., 2024).

In theory, granting power of attorney is a unilateral agreement that places obligations on the power of attorney but does not always give the representative authority. Herlien Budiono emphasized that when the authority of representation is given in a power of attorney agreement, a contractual relationship of representation based on a contract (contractual *wretegenwoordiging*) occurs (Budiono, 2007). This means that the power of attorney wants the legal action taken by the power of attorney to be carried out for his interests. In a legal context, legal actions can be unilateral or contractual actions, such as in meetings or meetings. The statement of intent of the power of attorney reflects the desire for the power of attorney to act as his representative in carrying out legal actions for his benefit and on his behalf. These legal actions can be distinguished into two types, namely unilateral legal actions and multiple legal actions. Numerous legal actions include agreements and other legal actions, such as those occurring in meetings. Meanwhile, the power of *volmacht* is categorized as a unilateral legal action, where changes or occurrences of legal consequences only happen as a result of the actions of one party.

The granting of power of attorney (*lastgeving*) is regulated in the III Book Chapter XVI starting from Article 1972 to Article 1819 of the Civil Code, while a power of attorney (*volmacht*) is not explicitly regulated in the Civil Code or other laws but is described as one of the parts of the granting of power (Budiono, 2006).

Some jurists have different views on power law, whether based more on power or authority. Van Nierop argued that power is more of a power (*macht*) than the authority (*bevoegdheid*) to represent. Meanwhile, K.H. Jauw, in his dissertation, distinguishes between *volmacht*, which is considered a legal event (*rechtstoestand*), and *machining*, which is a legal act (*rechtshandeling*) (Budiono, 2006). Eggens argued that power is the authority to represent which can be considered a right (*de bevoegdheid tot vertegenwoordiging kan men altijd rechtshandeling*). Meanwhile, Van Schendel bases his view on authority because accountability to the power of attorney can only be done if the power of attorney has the legitimate authority to carry it out (Sujono, 2022).

The granting of power of attorney occurs due to *machining*, a unilateral statement of will from the power of attorney who expresses the desire for himself to be represented by a power of attorney to carry out legal action on his behalf. According to K.H. Jauw, if legal action is required by law to be carried out in a particular form to avoid carelessness and encourage caution, then the power given should also follow the form prescribed by law for the legal action

(Budiono, 2006). This means that if legal action must be made in the form of an authentic deed, then the granting of power of attorney must also be made in a genuine form. For other legal actions, granting power of attorney can use the form stipulated in Article 1793 of the Civil Code.

However, there is a view that giving power of attorney as an agreement (last giving) in the form of a *volmacht* has caused errors and ambiguities in various court decisions. In some cases, courts interpret the granting of power of attorney double. On the one hand, the court argued that granting power of attorney can be done unilaterally without requiring the consent of the power of attorney. On the other hand, the court argued that the grant of power of attorney is an obligation agreement (even be considered a reciprocal agreement) subject to Book III of the Civil Code, where the revocation of power of attorney requires the approval of a power of attorney.

The confusion in the provisions of the Civil Code that regulates two forms of law, namely power of attorney and Lastgiving, as well as the difference in concepts between *Volmacht* and Lastgiving, influences the development of power in legal practice and also in court decisions in the field of civil law.

## **2. PRELIMINARIES OR RELATED WORK OR LITERATURE REVIEW**

### **2.1. Subsection 1**

Our research, “Juridical Review of the Power Given by Indonesian Citizens to Foreigners to Transfer Land Rights” (Pratama et al., 2020) shows significant differences in research objects, methods, results, and findings. Regarding the object of the research, our research discusses the granting of power of attorney in land purchase and sale transactions in Indonesia, focusing on the power of sale regulated in Article 1972 of the Civil Code. This study highlights the legal implications of using absolute power in transferring land rights, which is considered contrary to the law. Meanwhile, the journal Pratama et al. more specifically discussed granting power of attorney from Indonesian Citizens (WNI) to Foreign Citizens (WNA) in transferring land rights. Their primary focus is on the form of power granted and the legal consequences that arise from this practice, including the potential for abuse of the law in land ownership by foreigners. Thus, the main difference lies in the scope of the research, where our journal examines power in the general context of land purchase and sale transactions. In contrast, the journal Pratama et al. examines exceptional cases related to foreigners’ efforts to obtain land rights through the granting of power of attorney by Indonesian citizens.

Both research methods use a normative legal approach, but there are differences in the analytical approach used. Our journal applies a legislative, conceptual, and case approach to analyze the legality of granting power of attorney in land transactions and examine how legal regulations regulate this aspect. On the other hand, the journal Pratama et al. focuses more on the study of documents (literature) that identify legal norms related to granting power of attorney to foreigners and how legal practices are often used to get around land ownership regulations. Thus, even though they both use normative methods, our journal focuses more on legal certainty in granting power of attorney, while Pratama et al. examine more legal loopholes that allow foreigners to circumvent land ownership rules.

Differences are also seen in the results and findings of the study. Our journal found that the granting of power of attorney to sell in land transactions must be carried out in accordance with the provisions of the applicable law, and the power of attorney is absolutely prohibited in Indonesian law based on the Instruction of the Minister of Home Affairs No. 14 of 1982 and Government Regulation No. 24 of 1997. This study emphasizes that granting power of attorney not by the rules can potentially cause legal disputes. On the other hand, the journal Pratama et al. shows that granting power of attorney from Indonesian citizens to foreigners only extends the power of attorney, not a complete transfer of ownership. They also highlighted how the practice of granting power of attorney is often used as a legal loophole for foreigners to control land, even though legal land ownership remains in the hands of Indonesian citizens. In addition, the journal Pratama et al. discussed how the Nominee agreement is a form of abuse of the law that allows foreigners to own land illegally.

Based on this analysis, there are research gaps that can be emphasized. Our journal contributes to legal studies on the validity of granting power of attorney in land transactions and legal protection for the parties involved. On the other hand, the journal Pratama et al. provides insight into how granting power of attorney to foreigners can be used as a legal strategy to get around the prohibition of land ownership by foreigners. As such, our research can focus more on how the granting of power can be strengthened with stricter regulation to prevent potential abuse, especially in the context of absolute power as opposed to the law.

## **2.2 Subsection 2**

Our research with the title “The Validity of the Land Sale and Purchase Agreement Deed as the Basis for Making a Land Sale and Purchase Deed in the Context of Land Rights Transition and Abuse of Circumstances (*Misbruik Van Omstandigheden*)” (Gaol, 2020) has fundamental differences in terms of research objects, research methods, and research results and findings. Regarding the object of research, our journal highlights the aspect of granting

power of attorney in land purchase and sale transactions, primarily related to the validity of the power of attorney to sell based on civil law and land regulations in Indonesia. The main focus is on the role of absolute power in land transactions and its impact on legal certainty for sellers and buyers. Meanwhile, the Lumban Gaol journal discussed the validity of the Sale and Purchase Agreement (PPJB) as the basis for making the Sale and Purchase Deed (AJB) in transferring land rights. The journal also examines the abuse of circumstances (*misbruik van omstandigheden*) in land transactions, especially in the context of creditor-debtor relations that lead to the creation of illegal PPJB. Thus, the main difference lies in the scope of the research, where our journal discusses the legality of power of attorney. In contrast, the Lumban Gaol journal delves deeper into the validity of PPJB in transferring land rights.

Both research methods use a normative legal approach, but there are differences in the scope of the analysis. Our journal analyzes primary, secondary, and tertiary legal materials to understand how the law regulates granting power of attorney in land purchase and sale transactions. The approach includes legislation, conceptual, and case studies to emphasize the aspects of legality and legal protection for the party who gives and receives power. Meanwhile, the Lumban Gaol journal also uses a normative legal approach but focuses more on the legal, case, and conceptual approaches. The journal analyses court decisions as the primary source in testing the validity of PPJB and AJB, especially in cases of abuse of circumstances. Thus, even though they both use a normative legal approach, our journal focuses more on the validity of granting power of attorney in land transactions. In contrast, the Lumban Gaol journal examines more aspects of legal abuse in preparing PPJB.

Other differences are seen in the results and findings of the study. Our journal found that granting power of attorney in land purchase and sale transactions must comply with the principles of civil law and not be absolute power. Instruction of the Minister of Home Affairs No. 14 of 1982 prohibits using absolute power in transferring land rights because it can potentially cause legal problems, including disputes between sellers and buyers. On the other hand, the Lumban Gaol journal shows that the paid PPJB can be used as the basis for making AJB, but PPJB made due to abuse of circumstances cannot be used. This study also highlights how problematic creditor-debtor relationships are often used to make PPJB that is legally invalid. In addition, the Lumban Gaol journal emphasized that proforma buying and selling (pretending to buy and sell) carried out by utilizing PPJB must be considered invalid because it does not meet the objective requirements of the agreement in the Civil Code. Significant differences in the results of this study show that our journal focuses more on the legality and

limitations of granting power of attorney in land transactions. In contrast, the Lumban Gaol journal highlights the potential for abuse of PPJB in the transfer of land rights.

Based on these differences, there are research gaps that can be clarified. Our journal clarifies the legal aspects of granting power of attorney in land transactions and how the power of attorney mechanism can be strengthened to protect the interests of the parties involved. On the other hand, the Lumban Gaol journal provides insight into how PPJB can be misused in land transactions and how the law can overcome these problems. Thus, our research can be more emphasized on legal protection for power of attorney in land transactions and efforts to prevent the abuse of power of attorney in land purchase and sale. We can also sharpen the discussion of legal alternatives that can be used to overcome problems that arise in land transactions that use power so that this research can make a broader contribution to the field of land law.

### **3. PROPOSED METHOD**

In this legal research, the Method applied is normative research because the main focus of this study is on the analysis of legal principles, legal systematics, and the level of legal synchronization (Allorante & Pura, 2024; Dinata et al., 2023). This normative research is essential to explore how basic legal principles shape the existing legal framework in a particular context and ensure that these norms run according to the expected legal goals and functions. This study adopts several methodological approaches to achieve this goal, including a legislative strategy, a conceptual approach, and a case approach (Muhammad & Dirkareshza, 2023). In collecting legal materials, this study utilizes three types of complementary legal materials: primary, secondary, and tertiary (Nazdirullo & Hariri, 2023). The techniques used in collecting legal materials include inventory and systematically and relevantly tracing legal materials. Through this technique, the researcher ensures that all legal materials are directly related to the research problem and support comprehensive analysis (Fasya & Adhi Nugroho, 2022).

### **4. RESULTS AND DISCUSSION**

Power of attorney is a statement in which a person authorizes another individual or legal entity to act on his or her behalf in legal actions (Lianda Islami et al., 2021). The phrase ‘On Behalf of’ means that a power of attorney has the authority to bind a power of attorney with his actions so that the legal action taken by a power of attorney is considered to have the same force as the act of a power of attorney itself (Budiono, 2011).

The granting of power of attorney allows a person or legal entity to act on behalf of the power of attorney in carrying out specific legal actions. Inland purchase and sale, power of attorney is usually given to the closest person or trusted to represent a power of attorney in managing transactions and related documents (GINA FELISSIMO HALEVI et al., 2023). Without this power of attorney, the other party has no authority to be involved in the transaction.

In the practice of buying and selling land (Hasanah et al., 2019), a power of attorney is often used to authorize a power of attorney (usually a close or trusted person) to represent a power of attorney (both as a seller and a buyer) in land purchase and sale transactions, document management, and other related matters. Considering their considerable face value, land purchase and sale transactions are essential and high-risk.

Without this power of attorney, the other party has no authority to engage in the transaction. In other words, a power of attorney serves as a document or legal evidence that shows the granting of authority from one party to another so that the authorized party can carry out its duties and obligations by the content of the power of attorney and the wishes of the power of attorney. The person who is empowered must be someone who can be trusted and can carry out his duties well. If you plan to create a power of attorney, you should choose the right person so that you do not suffer future losses due to abuse of authority.

Depending on the need, a power of attorney can be in the form of an official letter, an individual letter, or an extraordinary power of attorney. For example, granting power of attorney to sell land must be done with an authentic deed that certifies the authority to carry out the act of buying and selling. According to Articles 1792 and 1793 of the Civil Code, the power to sell land is only valid if it is given as an official deed, either made under the hand or by a notary.

Power of attorney can also be made in other forms, including as a unilateral act. Unilateral legal action is carried out by only one party, where the right's appearance, change, or expiration depends entirely on that party, in this case, a power of attorney (Utomo, 2017). Based on the type, power of attorney can be divided into individual power of attorney, official power of attorney, extraordinary power of attorney, and unique power of attorney. This power of attorney can be made personally and signed on a stamp, or you can also ask a notary to help make a power of attorney more authentic and have higher legal force.

The granting of a power of attorney is regulated in Article 1792 of the Civil Code, which explains the provisions for granting power of attorney as an agreement between the granting party and the power of attorney. Further provisions on power of attorney are regulated in Article

1793 of the Civil Code. Meanwhile, the power of attorney deed to sell is included in the category of power of attorney to transfer ownership of goods, which can only be done by the owner. The power to sell cannot be given in the form of general power. This power of attorney is usually part of the clause in the Sale and Purchase Agreement deed and is a separate deed. Therefore, at the time of signing, the seller and the buyer sign two deeds, namely the deed of the Sale and Purchase Agreement and the Deed of Power of Sell, so that the power of sale becomes a separate deed but is still an agreement attached to the deed of the Sale and Purchase Agreement. Based on the power of attorney clause from the owner of the Land plots to the buyer, the sale and purchase deed can be directly made by the Notary of Land Deed Making Officials for changing the name on the certificate. The owner of the Land plots acts through or based on authority (Chandra, 2019; Putra et al., 2020).

The power of attorney deed is considered necessary to facilitate land rights transfer in a sale and purchase transaction, especially if the power of attorney cannot attend. This deed contains detailed information such as the land area, certificate number, land boundaries, and the grantor's and authorized recipient's names, which are used as proof of rights transfer. Using a power of attorney to sell also allows interested parties, such as notaries or Land Deed Making Officials, to legally change the certificate's name (Masriani, 2024).

In general, power of attorney is subject to the principles stipulated in the Civil Code Book III, Chapter XVI, and expressly subject to the provisions of procedural law (Rubih et al., 2021), namely *Het Herziene Indonesisch Reglement (HIR)* and *Reglement Op De Rechtvordering (RBG)*. The regulation states that the power of attorney involves the power of attorney and the recipient of the power of attorney, who are collectively referred to as the party in power. The granting of power of attorney or litigation is regulated in Articles 1792-1819 Book III, Chapter XVI of the Civil Code. Regarding power or *volmacht*, no specific regulations regulate it in the Civil Code or other laws and regulations. However, there is an explanation in one of the sections related to granting power of attorney in civil law (Budiono, 2007).

Therefore, an extraordinary power of attorney is needed to sell land. This power of attorney also proves the land's ownership transfer from the original owner to the buyer. For the sale action, the general power cannot be used. The power of attorney must be firm enough to sell the land. The form of power of attorney must be in writing because verbal power of attorney cannot be used as a basis in land purchase and sale transactions. The creation of a power of attorney to sell is listed in Article 1867 of the Civil Code, which states, "Evidence is carried out in writing, both in authentic form and underhand." In preparing a power of attorney deed carried out by a notary, the deed is an authentic deed or a letter underhand. As a public official,



a notary can make deeds, legalize, and register (waarmeking) letters under his hands (Anggraeni & Marwanto, 2018).

Furthermore, according to Article 15 paragraphs (1) and (2) of the Law on Amendments to Law Number 30 of 2004 concerning Notary Positions, the power of attorney to sell is one type used in sales transactions involving the transfer of land rights. This power of attorney to sell is made because the holder of the right to land or the grantor of power of attorney cannot appear in the presence of the authorized official, either because he is sick, obstructed, or because he is not in place for a while (Afrian et al., 2016).

When a power of attorney cannot be present, the authorized person acts on behalf of a power of attorney to deal with all matters provided for in the power of attorney act. Based on this act, the Power of Sale Act simplifies the process of transferring land rights through sale and purchase. The deed must include clear and detailed information about the object of power, such as the area of the land, the certificate number, the boundaries of the land (if the land has not been certified), as well as the name of the right holder, the name of the power of attorney, and the name of the power of attorney.

In this case, the power of attorney is very strategic because it is often used to avoid tax payment obligations related to the transfer of ownership of the land to be resold. However, using this power of attorney can cause risks and legal consequences that can ultimately burden the seller or power of attorney and the authorized recipient or third party involved. Therefore, it is necessary to have clear and firm legal arrangements related to the use of selling power to ensure legal certainty, order, and legal protection for all parties in the event of future disputes. This makes the study of land purchase and sale transactions involving selling power very important.

Therefore, it is necessary to take steps to study to prevent and anticipate the possibility of legal smuggling in practice. The concept of protection in land purchase and sale transactions can be seen when signing the Sale and Purchase Agreement binding deed and the sale power of attorney deed made in the form of an authentic deed by a Notary. In the authentic deed, the rights and obligations of each party are listed, which they must implement and comply with the content of the agreement that has been agreed. Legal protection in the sale and purchase of land can be realized through issuing land rights certificates from sellers to buyers of Land plots. Efforts to obtain legal protection desired by land buyers include order and order, which are the fundamental values of law: certainty, utility, and justice.

Several legal and administrative aspects must be considered when granting power of attorney related to land. One of them is the prohibition of the use of absolute power. Instruction

of the Minister of Home Affairs No. 14 of 1982 states that power is prohibited because it can be used for legal smuggling that endangers the rights of landowners. Therefore, the Land Deed Making Officer has the authority to refuse to do a deed based on absolute power, which essentially transfers land rights.

Furthermore, the author also reminds us about the provisions of the prohibition of absolute power that have been regulated in the Instruction of the Minister of Home Affairs Number 14 of 1982, which is now listed in Article 39 letter (d) of Government Regulation Number 24 of 1997 concerning the Prohibited Use of Absolute Power. Absolute power transfers land rights with the following characteristics: First, power contains elements the power grantor cannot withdraw. Second, this power of attorney is essentially a transfer of land rights, which gives the power of attorney to the recipient to control and use the land and carry out all legal actions that, according to the law, can only be done by the right holder. The power of attorney is not considered absolute power if the power of attorney is involved in a valid agreement and the power is given for the benefit of the power of attorney.

For the record, a promise that states that the power of power cannot be withdrawn does not necessarily make the power of attorney classified as an absolute power as long as the power does not contain the elements listed in the dictum of the second item of the instruction of the Minister of Home Affairs. In addition, granting irrevocable powers if the object is not land does not fall into the category of absolute power. The author also reminds fellow Notaries - Land Deed Making Officials by Government Regulation Number 24 of 1997 concerning Land Registration, which in Article 39 paragraph (1) letter (d) states that the Land Deed Making Officer has the right to refuse to do a deed if one of the parties or parties acts based on an absolute power of attorney which in essence contains legal acts related to the transfer of rights.

According to Article 1813 of the Civil Code, the granting of power of attorney ends under three conditions: first, if the power of attorney withdraws the power of attorney; second, if the authorized recipient gives notice of its power of cessation; and third, if the giver or receiver dies, experiences rehabilitation, or is declared bankrupt, or if the woman who gives or receives the power of attorney marries. However, in practice, the provisions of Article 1813 of the Civil Code are often ignored (waived). One example that usually occurs is granting power of attorney for the sale of land, where this waiver clause is clearly stated in the content of the power of attorney or in the Binding Sale and Purchase Agreement that has been paid.

However, the power of sale shall not terminate simply because a power of attorney withdraws a power of attorney from the power of attorney, a power of attorney notifies the power of attorney of termination of a power of attorney, or because of the death or loss of

capacity of either the power of attorney or a power of attorney. This applies if, in the power of attorney clause, there is a provision regarding a substitute power of attorney or a substitute power of attorney, which their heirs or guardians then pass on. As a result, the power that was initially limited (limitation) turned into absolute power. Then, the question arises whether the waiver of Article 1813 in granting this power of attorney is legally acceptable.

We can see a prohibition related to absolute power referred to in the first dictum, namely power that contains the element that the power of attorney cannot withdraw his power. This means that in a reciprocal agreement, there is a possibility that one of the parties has not implemented or provided achievements. To ensure that the achievement is carried out, the party concerned gives power of attorney to the other party to carry out the accomplishment on his behalf. Therefore, the power of attorney that ignores Article 1813 of the Civil Code must have a basis for justification, one of which is because there is a legal obligation that the power of attorney must still carry out. The granting of power of attorney that ignores Article 1813 of the Civil Code is given for the benefit of a power of attorney, which supports the purpose of granting a power of attorney itself (procuracion in rem lukewarm).

## **5. CONCLUSIONS**

The delegation of power in the sale and purchase of land has been regulated in Article 1792 of the Civil Code as an agreement between the grantor and the power of attorney. However, in its application, only the legal owner can transfer land ownership. Instruction of the Minister of Home Affairs No. 14 of 1982 and Government Regulation No. 24 of 1997 strengthen the prohibition on using absolute power to transfer land rights. These instructions and regulations are designed to provide legal certainty and protect the rights of all parties, including buyers and sellers, in land purchase and sale transactions in Indonesia. In the Civil Code, the granting of power of attorney is an agreement in which a person gives authority to another person to take care of a particular matter. This power of attorney is only valid for managing the affairs mentioned in the power of attorney.

Meanwhile, the legal owner can only transfer or transfer land rights. This power of attorney may expire or no longer be valid for several reasons, such as the withdrawal of power of attorney by the power of attorney, the resignation of the power of attorney or the power of attorney, or the notice of termination of power of attorney by the power of attorney. Using absolute power of attorney is not valid for transferring land rights. The Deed of Absolute Power of Attorney becomes null and void because it does not meet the objective requirements listed in Article 1329 of the Civil Code, which is also regulated in the Instruction of the Minister of

Home Affairs No. 14 of 1982. Absolute power is explained in the second dictum, which is a power that cannot be withdrawn by the power of attorney and gives authority to the power of attorney to control and use the land and carry out all legal actions that can only be taken by the holder of the right to the land according to the law. However, even though it is no longer valid, the Instruction of the Minister of Home Affairs No. 14 of 1982 is still used as a reference because of the prohibition on the use of absolute power found in Article 39 paragraph (1) letter (d) of Government Regulation No. 24 of 1997 which prohibits the use of absolute power to transfer land rights.

## 6. REFERENCES

- Afrian, M. E., Hanifah, M., & Hendra, R. (2016). KUASA MENJUAL SEBAGAI ALTERNATIF PENYELESAIAN SENGKETA KREDIT MACET DIKECAMATAN SUKAJADI KOTA PEKANBARU. *Jurnal Online Mahasiswa*, 3(2).
- Allorante, D. M., & Pura, M. H. (2024). PRESENCE OF EVIDENCE OF MEDICAL RECORD CONTENTS IN TRIALS FOR CRIMINAL ACTIONS OF MALPRACTICE BASED ON MINISTER OF HEALTH REGULATIONS NUMBER 269/MENKES/PER/2008 JUNCTO LAW NUMBER 8 OF 1981 CONCERNING THE BOOK OF CRIMINAL PROCEDURES. *JURNAL ILMIAH ADVOKASI*, 12(1), 53–67. <https://doi.org/10.36987/jiad.v12i1.3640>
- Anggraeni, S. Z., & Marwanto. (2018). PERBEDAAN TANGGUNG JAWAB NOTARIS DALAM PEMBUATAN WAARMERKING, LEGALISASI, DAN AKTA NOTARIIL . *Kertha Semaya : Journal Ilmu Hukum*, 6(4).
- Arif, C. (2022). The Juridical Implications of Acts of Default on Cooperation Financing Agreements Associated with Guarantees on Behalf of Third Parties. *Jurnal Konstatering*, 1(3).
- Artika, P. P., Azheri, B., & Mannas, Y. A. (2019). The Legal Responsibility of the Board of Commissioners for Their Actions based on the Power of Attorney of the Board of Directors of a Limited Liability Company. *International Journal of Multicultural and Multireligious Understanding*, 6(6).
- Budiono, H. (2006). Perwakilan, Kuasa dan Pemberian Kuasa. *Majalah Renvoi*, 6.42.
- Budiono, H. (2007). Kumpulan tulisan hukum perdata di bidang kenotariatan. *Citra Aditya Bakti*.
- Budiono, H. (2011). Ajaran Umum Hukum perjanjian dan penerapannya di bidang kenotariatan. *Citra Aditya Bakti*.
- Chandra, T. (2019). Non-Litigation Process Land Dispute Settlement For Legal Certainty. Substantive Justice *International Journal of Law*, 2(2), 177. <https://doi.org/10.33096/substantivejustice.v2i2.49>
- Dinata, N. B. N. A., Agung, A. A. I., & Utama, I. W. K. J. (2023). Tanggung Jawab PT. PLN (Persero) dalam Pelaksanaan Keselamatan dan Kesehatan Pekerja Teknisi Lapangan (Studi pada PT. PLN Rayon Mengwi, Badung). *Jurnal Konstruksi Hukum*, 4(3), 361–367.

- Fasya, A. A. N., & Adhi Nugroho, A. (2022). Sikap Pengurus Terhadap Perbedaan Nilai Tagihan Dalam Proses Penundaan Kewajiban Pembayaran Utang. *JURNAL USM LAW REVIEW*, 5(2), 569. <https://doi.org/10.26623/julr.v5i2.5491>
- Gaol, S. L. (2020). KEABSAHAN AKTA PERJANJIAN PENGIKATAN JUAL BELI TANAH SEBAGAI DASAR PEMBUATAN AKTA JUAL BELI TANAH DALAM RANGKA PERALIHAN HAK ATAS TANAH DAN PENYALAHGUNAAN KEADAAN (MISBRUIK VAN OMSTANDIGHEDEN). *Jurnal Ilmiah Hukum Dirgantara*, 11(1). <https://doi.org/10.35968/jh.v11i1.653>
- GINA FELISSIMO HALEVI, PRIHATINAH, T. L., & ARDHANARISWARI, R. (2023). DEED OF SALE AND PURCHASE IN PRUDENTIAL PRINCIPLE APPLICATION BASED ON AN ABSOLUTE POWER OF ATTORNEY (STUDY DECISION NUMBER: 2255 K/PDT/2014). *Authentica*, 6(2).
- Girinatha, D. G. W., & Renaya, N. (2023). AUTHENTIC DEED OF AUTHORITY TO SELL INDEPENDENTLY IN MAKING A DEED OF SALE AND PURCHASE. *NOTARIIL Jurnal Kenotariatan*, 8(2), 82–91. <https://doi.org/10.22225/jn.8.2.2023.82-91>
- Hasanah, B. U., Suryani, A., & Putro, W. D. (2019). First-Time Registration of Ownership of Land Obtained Through Sale and Purchase under the Hand Whose Proof of Ownership Is Lost. *International Journal of Multicultural and Multireligious Understanding*, 6(2), 671. <https://doi.org/10.18415/ijmmu.v6i2.754>
- Lianda Islami, R., Dahlan, D., & Suhaimi, S. (2021). Penggunaan Akta Kuasa Menjual Sebagai Jaminan Pelunasan Utang Dalam Peralihan Kepemilikan Hak Milik Atas Tanah. *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)*, 9(4), 838. <https://doi.org/10.24843/JMHU.2020.v09.i04.p12>
- Masriani, Y. T. (2024). Legal Protection for Buyers of Inherited Land Who Have Not Been Certified In Islamic Law. *JURNAL USM LAW REVIEW*, 7(3), 1360. <https://doi.org/10.26623/julr.v7i3.9524>
- Muhammad, R. F., & Dirkareshza, R. (2023). Legalitas Penerapan Central Bank Digital Currency (CBDC) di Indonesia. *JURNAL USM LAW REVIEW*, 6(3), 913. <https://doi.org/10.26623/julr.v6i3.7370>
- Nazdirulloh, N., & Hariri, A. (2023). PERPPU NOMOR 2 TAHUN 2022 TENTANG CIPTA KERJA BERTENTANGAN DENGAN PUTUSAN MAHKAMAH KONSTITUSI NOMOR 91/PUU-XVIII/2020 TENTANG CIPTA KERJA. *JUSTITIA Jurnal Ilmu Hukum Dan Humaniora*, 6(2), 438. <https://doi.org/10.31604/justitia.v6i2.438-449>
- Pratama, A. A. G. C., Sumardika, I. N., & Arthanaya, I. W. (2020). Tinjauan Yuridis terhadap Kuasa yang Diberikan WNI kepada WNA untuk Mengalihkan Hak atas Tanah. *Jurnal Konstruksi Hukum*, 1(1), 1–6. <https://doi.org/10.22225/jkh.1.1.2120.1-6>
- Putra, A. H., Suprayitno, Sinaga, H., & Azwar, T. K. D. (2020). Due to the Law of Sale and Purchase Interest in Land Certified Based on Irrevocable Power of Attorney (Study Decision No.402/K/TUN/2017). *International Journal of Research and Review*, 7(7).
- Rahma, A. A., Suryono, A., & Saptanti, N. (2024). Legal Validity Of Power Of Attorney To Sell Which Is Preceded By A Sale And Purchase Binding Agreement On The Transfer Of Land Rights (Sales And Purchases) . *International Journal of Educational Research and Social Sciences*, 5(2). <https://doi.org/https://doi.org/10.51601/ijersc.v5i2.792>

- Rondonuwu, G. (2017). KEPASTIAN HUKUM PERALIHAN HAK ATAS TANAH MELALUI JUAL BELI BERDASARKAN PP NOMOR 24 TAHUN 1997 TENTANG PENDAFTARAN TANAH . LEX PRIVATUM, 5(4).
- Rubbi, A., Sulistyandari, Bintoro, R. W., & Sanyoto. (2021). Notary Role in The Making of Certificate Buy and Sell Binding Agreement For Legal Certainty. AUTHENTICA, 4(2).
- Setiawan, Y. A., Mashdurohatun, A., & Baraktullah, A. H. (2023). LEGAL RECONSTRUCTION OF DEBT COLLECTION BY DEBT COLLECTOR SERVICES TO DEFAULT DEBTOR BASED ON JUSTICE VALUES. International Journal of Business, Economics and Law, 28(3).
- Sujono, I. (2022). A Power Of Attorney Legality For Indonesian Citizens From Overseas To Proceed In Indonesian Courts. Jurnal Hukum Magnum Opus, 5(2), 162–174. <https://doi.org/10.30996/jhmo.v5i2.6407>
- Tjitrosudibio, R. d, & Subekti, R. (2004). Kitab Undang-Undang Hukum Perdata. Jakarta: PT Pradnya Paramita.
- Utomo, T. (2017). PERLINDUNGAN HUKUM TERHADAP PENERIMA KUASA YANG AKTANYA DICABUT SEPIHAK OLEH PEMBERI KUASA . Brawijaya Law Student Journal.
- Widjangkoro, H. (2016). ANALISA YURIDIS PENCANTUMAN KLAUSUL KUASA MUTLAK DI DALAM PERJANJIAN HIBAH . PERSPEKTIF, 21(3).