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Legal Protection against Parties Who are Harmful Due to Uniform Cancellation of the Deed of Power to Sell Land Made Before a Notary

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Abstract

The aim of this study is to examine and analyse the legal protection available to parties who suffer losses due to the unilateral revocation of the notarial power of sale. The investigation is based on the provisions of Section 1320 of the Civil Code (KUH Perdata) on the conditions for the validity of the agreement and Section 1796 of the KUH Perdata. According to Section 1796 of the KUH Perdata, the power of sale must be given in the form of a special power of attorney and drafted in a reliable form. The agreement is executed on the basis of the conditions for its

effectiveness. So the cancellation of the power to sell must also be based on the agreement of the parties and the reasons for canceling the power according to the KUHPerdata. However, in corporate practice, it still happens that the power of attorney is revoked without following these provisions, which leads to disputes between the grantor and the trustee of the power of attorney and legal consequences. The power of attorney, the notary and other parties involved in the exercise of the power of attorney can have the power of sale.

Keywords: Legal Protection, Unilateral Cancellation, Deed of Power to Sell

Introduction

Rights and obligations are two things that are always inherent in the cycle of human life. As a person gets older, the burden of human rights and obligations will increase. As a person gets older, these rights and obligations will give rise to responsibilities for the individual and group which seem to be directly proportional to the rights and obligations. Large responsibilities will result in large rights and obligations, therefore it is not uncommon for someone to transfer their responsibilities to other parties to make it easier for someone to carry out their rights and obligations. One way to transfer rights and responsibilities to another party is to authorize another party to carry out a task on behalf of a person/legal entity.¹

Etymologically, authority is the ability, capacity and authority to do something.² Generally speaking, the transfer of rights and obligations through power of attorney can be carried out in written or oral form between the principal and the transferee. A power of attorney is a legal act arising from an agreement between the principal and the recipient of the power of attorney based on the needs of the parties, therefore this power of attorney can be carried out for various reasons, such as being unable to attend an activity, which can be done with a power of attorney.³

¹ Liliana Tedjosaputro, "Kajian Hukum Pemberian Kuasa Sebagai Perbuatan Hukum Sepihak Dalam Surat Kuasa Membebaskan Hak Tanggungan." *Jurnal Spektrum Hukum*, Vol. 13/No. 2/Oktober (2016), Hlm. 162-180.

² Kamus Besar Bahasa Indonesia Daring, <https://kbbi.web.id/kuasa>, {Diakses Pada Tanggal 1 September 2023}.

³ Djaja S. Meliala, *Penuntun Praktis Perjanjian Pemberian Kuasa Menurut Kuhperdata*, Bandung: Nuansa Alulia, 2008, Hlm.

Thus, the agreement granting the power to sell is a transfer of power from one party to another party to act on its behalf. Usually intended to do something.⁴ In general, a lawyer can use a power of attorney to represent his client, but currently granting power of attorney seems to have expanded its function, not only to carry out duties as an advocate/lawyer but also simply to facilitate special tasks and administrative matters. A power of attorney is usually granted to represent the interests of the principal in a unilateral legal dispute to conduct legal transactions, and only the party who receives the power of attorney is obliged to perform the obligations.⁵ Powers of attorney that are usually granted to perform general administrative tasks are called general powers of attorney, while powers of attorney that explain the interests of the grantor in more detail are called special powers of attorney.

Based on Article 1796 of the Civil Code (hereinafter referred to as the KUH Perdata), general power of attorney is power that only covers actions in the form of transferring goods, placing a mortgage, making peace or includes management actions and is not a special action that can only be carried out by an owner. For example, administrative actions such as paying electricity, telephone, etc. Meanwhile, in Article 1795 of the KUH Perdata, special power is power that is given only for the benefit of the power giver, which clearly states the duties and authority of the power recipient and relates to things that can only be done by an owner.⁶

Based on the process of granting power of attorney, power of attorney can be divided into four, namely:⁷

1. A private power of attorney is a power of attorney that is made without a specific format and can be made by anyone with an interest in it on the basis of mutual agreement.
2. An ordinary power of attorney is a power of attorney given to the power of attorney without a seal/stamp stating that the recipient is authorized to do something.
3. An oral power of attorney is a power of attorney given to the recipient of the power of attorney in a non-written form.
4. A notarized power of attorney is a power of attorney granted to the recipient of the power of attorney through a notarial deed signed in front of an authorized official (in this case, a notary public).

A notarial power of attorney or power of attorney is a draft power of attorney drawn up by a notary with the approval, knowledge and consent of the party who wishes to grant the power of attorney. The draft power of attorney is then

recorded in the form of a document signed by both parties.⁸ Once the document is signed in front of the notary, the power of attorney is considered legal by the parties.

One of the most commonly used power of attorney documents today is the power of attorney for sale. A power of attorney is a power of attorney issued for the purpose of selling and transferring the items contained in the power of attorney to a transferee or another party, who signs and receives the proceeds of the sale.⁹ According to Article 1796 of the KUH Perdata, the right to sell is included in the right to transfer the item, which can only be exercised by the owner. Therefore, the granting of this power of attorney must be accompanied by firm, clear terms.

Indonesian law does not have clear provisions on the granting of power of attorney, the KUH Perdata only explains the meaning of the power of sale without explaining in detail how the power of sale is exercised, this is not commensurate with the risks and responsibilities imposed on the parties which are quite large because of the power of attorney. Selling can be related to transferring rights to an object. Therefore, certainty regarding the power of sale regulations should be clear and detailed in the statutory regulations because Indonesia is a country that adheres to a civil law legal system where statutory regulations stipulated by the Government are the main source of law. This is different from the common law legal system where the agreements agreed upon by the parties are one of the main sources of law.¹⁰

In practice in Indonesia, the reason for making a power of attorney to sell is motivated by the rights holder who is supposed to be unable to attend and appear before an authorized official for health reasons or is temporarily absent, however, making this power of sale is often misused by certain parties because it has not been clearly regulated in statutory regulations. -invitation. If examined from a normative perspective, the regulations regarding power of attorney deeds of sale are not explicitly regulated in Indonesian law. The validity of the right to sell is equivalent to the conditions for the validity of the agreement in Article 1320 of the KUH Perdata, according to which the validity of an agreement requires, namely, the agreement of the parties, the capacity to act lawfully, the specific subject matter and the legitimate reasons or purposes. Therefore, when granting the right to sell, the parties are free to find excuses for granting the right to sell in accordance with the principle of freedom of contract. In fact, if you look at the statement, you will find that this power of attorney provides for the transfer of power that can be abused. This is because the power of attorney granted by the power of attorney document is that the recipient of the power of attorney has

⁴ Rosa Lianda Islami, Dahlan, Suhaimi, "Penggunaan Akta Kuasa Menjual Sebagai Jaminan Pelunasan Utang Dalam Peralihan Kepemilikan Hak Milik Atas Tanah", *Udayana Master Law Journal*, Vol. 9(4), Desember 2020, hlm. 838-858.

⁵ Herlien Budiono, "Perwakilan, Kuasa Dan Pemberian Kuasa", *Majalah Renvoi*, Nomor 6.42.Iv, 3 November 2016, Hlm. 68.

⁶ Djaja S. Meliala, *Penuntun Praktis Perjanjian...* Hlm.5.

⁷ Mulyoto, *Perjanjian (Teknik, Cara Membuat, Dan Hukum Perjanjian Yang Harus dikuasai)*, Yogyakarta: Cakrawala Media, 2012, Hlm.11-12.

⁸ Frans Satriyo Wicaksono, *Panduan Lengkap Membuat Surat-Surat Kuasa, Cet. 1*, Jakarta: Transmedia Pustaka, 2009 Hlm 19.

⁹ Muhammad Edo Afrian, *Kuasa Menjual Sebagai Alternatif Penyelesaian Sengketa Kredit Macet Dikecamatan Sukajadi Kota Pecan Baru*, Jurnal Jom Fakultas Hukum, 2016, Volume Iii Nomor 2, Hlm.8.

¹⁰ Risky Amelia, "Perlindungan Hukum Terhadap Para Pihak Dalam Jual Beli Hak Atas Tanah Dengan Kuasa Menjual Notaris Berdasarkan Kitab Undang-Undang Hukum Perdata Dan Peraturan Pemerintah No.18 Tahun 2021." Vol. 2 No. 1 (2022).

the right to perform legal acts such as the transfer of rights to the subject of the power of attorney.

The power of sale is a unique authority that pertains to the sale of land. Article 1795 of the KUH Perdata provides additional regulations on the creation of this power, stating that it involves granting specific interests and actions to the recipient of the power of attorney.¹¹ The establishment of this special power of attorney establishes a distinct connection between the grantor and the recipient, which remains in effect until the purpose of the power of attorney is fulfilled or for other valid reasons. Article 1813 of the KUH Perdata outlines various circumstances that can terminate a special power of attorney, such as the revocation of the power of attorney by the grantor, notification of termination by the grantor, the death or bankruptcy of either party involved, and the marriage of the woman giving or receiving the power of attorney. The emergence of regulations regarding the reasons for terminating a power of attorney aims to control the considerable authority over the recipient of the power of attorney, so that the power of attorney can be terminated by the grantor, as long as it adheres to the legal provisions. The power of attorney document grants significant authority, which can potentially lead to losses for certain parties, particularly the recipient of the power of attorney. Unfortunately, there is a lack of legal protection for power of attorney recipients, making them vulnerable to exploitation by irresponsible individuals. Legal literature only focuses on safeguarding the rights of the grantor, leaving the recipient without adequate protection.¹² While the power of attorney can be unilaterally canceled by the grantor in accordance with Article 1813 of the KUH Perdata, this does not guarantee legal protection for the recipient who has fulfilled their obligations and acted in good faith.

Based on the case that occurred where Mr. PT. KAP (Karya Adhi Putra) as the first party has agreed to make a power of attorney deed to sell the land on July 20 2018 with Mrs. YK as the second party with the aim of ensuring the smooth construction and sale of 25 housing units by PT KAP. As the work in the field of housing sales progressed, on September 17 2019 Mr. KAP as the First party then made a deed of cancellation of the power of attorney to sell at the Notary, which according to the recognition of the Second party without prior notification to Mrs. YK as the recipient of the Power of Attorney, resulted in material losses to the company. PT KAP, so that the delayed housing sales cannot be continued. One of the losses experienced was the delay in sales of housing units that had been built by the company. Of the total 50 units built, there are 28 housing units whose legal certainty is unclear due to the cancellation of the power to sell. This is clearly detrimental to the recipient of the power of attorney and the company.

The granting of the power to sell is not clearly regulated in normative legal rules in Indonesia, the interpretation of regulations regarding the power to sell still refers to the

principles of contract validity as stated in Article 1338 of the KUH Perdata and the expiration of the power as regulated in Article 1813 of the KUH Perdata.¹³ However, the existence of these regulations does not necessarily guarantee legal certainty for the recipient of the power to sell. As in the case above, the granting of authority to sell a plot of land can be canceled unilaterally by the person giving the power of attorney considering that the right to the plot of land is still in the legal ownership of the recipient of the power of attorney. Therefore, it is interesting to carry out research on legal protection for parties who suffer losses due to unilateral cancellation of the deed of power of attorney to sell land made before a notary.

Research Methods

Research is an activity carried out to support scientific research. This scientific research aims to obtain results that can be scientifically justified.¹⁴ Research method is a scientific activity that aims to study a particular phenomenon by analyzing it in a systematic way. This scientific analysis aims to find solutions to problems that arise from related symptoms.¹⁵

The type of legal research used is normative legal research, where the research is carried out by reviewing library materials or what is called secondary data.¹⁶

Because the legal research method in this research is normative juridical, the approach used is a statutory approach. A normative research must of course use a legislative approach, because what will be researched are various legal regulations which are the focus and central theme of the research.¹⁷ This legislative approach is carried out by reviewing all laws¹⁸ and regulations related to the problem to be studied.¹⁹

Furthermore, this conceptual approach departs from the views and doctrines that develop in legal science. This approach is important because understanding the views/doctrines that develop in legal science can be a basis for building legal arguments when resolving the legal issues faced. The view/doctrine clarifies ideas by providing understandings of legal concepts, as well as legal principles

¹³ Alfis Setyawan, "Tinjauan Yuridis Penggunaan Surat Kuasa Jual Terhadap Penjualan Objek Hak Tanggungan Dalam Penyelesaian Kredit Macet." *Jurnal Selat*, Volume. 4 Nomor.1, Oktober (2016), Hlm. 53-69.

¹⁴ Soerjono Soekanto, *Pengantar Penelitian Hukum*, Jakarta: Universitas Indonesia Press, 1997, Hlm.4

¹⁵ Zainuddin Ali, *Cet Ke-7, Metode Penelitian Hukum*, Jakarta: Sinar Grafika, 2013, Hlm.18.

¹⁶ Soerjono Soekanto Dan Sri Mamudji, *Penelitian Hukum Normatif*...Hlm. 13-14.

¹⁷ Jonaedi Efendi Dan Johnny Ibrahim, *Metode Penelitian Hukum Normatif Dan Empiris*, Cetakan Ke-2, Depok: Prenada Media Group, 2018, Hlm. 132.

¹⁸ Aryadi Hidayat, Suhaimi, M. Adli, Dispute over the Transfer of Rights to Land which is the Object of Ruislag: Study of Cassation Decision Number: 2391 K/Pdt/2013, *International Journal of Advanced Multidisciplinary Research and Studies*, Vol.4(3), 2024, p.687-695.

¹⁹ Peter Mahmud Marzuki, *Penelitian Hukum*, Jakarta: Kencana Prenada Media Group, 2014, Hlm. 131.

¹¹ Indah Puspita Arum Dan Siti Malikhatus Badriyah, "Kekuatan Surat Kuasa Jual Pada Pembelian Tanah Yang Tidak Dibalik Nama Untuk Developer Perumahan." *Jurnal Notarius*, Volume 16 Nomor 3 (2023), Hlm. 1710-1723.

¹² Ervi Tunaswati Dan Edy Lisdiyono, "Pembatalan Perjanjian Pengikatan Jual Beli Dan Kuasa Menjual Karena Adanya Cacat Hukum Akta." *Jurnal Akta Notaris*, Vol. 2 No. 1, Juni (2023), Hlm. 21-38

that are relevant to the problem,²⁰ namely regarding legal protection for parties who suffer losses due to unilateral cancellation of the power of attorney deed to sell land made before a notary.

Data analysis in this research uses content analysis, to be able to provide a broad picture regarding the consequences of unilateral cancellation of a power of attorney deed to sell land made before a notary.

Results and Discussion

1. The Validity of Unilateral Cancellation of the Power of Attorney to Sell Notarization

The power of attorney to sell must at least be made in the form of a power of attorney deed that is legalized before a notary. Although there are no rules that expressly regulate this, in practice, a power of attorney to sell made privately is difficult to accept.²¹ Therefore, it can be concluded that the notary in his position has the authority to load the deed of power of sale and also has the authority to make a deed of cancellation of the power of sale.

Unilateral cancellation of the power to sell is still a matter of debate among academics and among notary institutions in particular. Dr. Suhaimi S.H., M.H. "states that unilateral cancellation of the power to sell a notary can be carried out as long as it meets the conditions for valid cancellation of the power to sell and the conditions for the validity of the agreement."²² A different opinion was stated by the Regional Supervisory Council (MPDN) of Banda Aceh, Mrs. Nurdani, S.H., Sp.N, who stated that "the power to sell cannot be canceled unilaterally because through the notarized power of sale, rights and obligations have been created which must be fulfilled by both parties as long as the contents of the power of sale have been fulfilled. Executed, so that the cancellation of the power to sell must be through a notarial agreement.

As a basis for finding the middle point of the debate, the validity of the cancellation of the power to sell can be examined from two things, namely: Based on the conditions for the cancellation of the power and the conditions for the validity of the agreement as the basis for the power to sell. First, based on the conditions for canceling the power to sell, it can be seen in Articles 1813, 1814 and Article 1816 of the KUH Perdata. Article 1813 of the KUH Perdata determines "The granting of power of attorney ends: With the withdrawal of the power of attorney; with notification of the termination of the power of attorney by the power of attorney; with the death, pardon or bankruptcy of the person giving the power of attorney or the proxy; with Article 1814 of the KUH Perdata determining "the person giving the power of attorney can withdraw his power of attorney whenever he wishes, and if there is a reason to force the proxy to return the power he holds." Article 1816 KUH Perdata stipulates "The appointment of a new power of attorney, to carry out the same affairs, shall result in the withdrawal of the first power of attorney, starting from notification to the latter. It's about the appointment."

²⁰ Jhonny Ibrahim, *Teori Dan Metodologi Penelitian Hukum Normatif*, Cetakan Ke-3, Malang: Bayumedia Publishing, 2007, Hlm. 306

²¹ Wahyu Kuncoro, *Risiko Transaksi Jual Beli Properti*, Jakarta: Raih Asa Sukses, 2015, Hlm. 118.

²² Wawancara dengan Akademisi FH USK Dr. Suhaimi, S.H., M.Hum.

Based on the explanation above, it can be concluded that the power of sale can be canceled unilaterally with an important note, namely that before the power of attorney is canceled, it must go through the stages of prior notification, death or bankruptcy of the parties and proof of bad faith in the implementation of the agreement. Based on this case, the recipient of the power of attorney, in this case the plaintiff, stated that he had never received prior notification regarding the deed of cancellation of the power of sale and it was later discovered that a new deed of power of attorney had been issued in the name of another party without the knowledge of the plaintiff.

Second, the Power of Sale cannot be canceled unilaterally because the act is invalid according to the legal provisions in Article 1320 of the KUH Perdata regarding the conditions for the validity of an agreement. There are 4 (four) conditions for a valid agreement, namely the agreement of the parties who bind themselves to the agreement, skill (authority) in making an agreement, a certain thing or object, a lawful cause or purpose.

It is explained that in paragraph (1) regarding the agreement between the parties who bind themselves in the power of sale agreement. Agreement is an important thing in making an agreement, because the beginning of the formation of a bond between the parties in the agreement is through the agreement of the parties. In other words, when the parties have agreed to enter into an agreement and without coercion from any party, it means that the parties can carry out further wishes to determine the contents of the agreement, the object of the agreement and other matters related to the agreement to be made. And if these conditions are not met then the agreement is invalid.²³

Observing this, it can be concluded regarding the validity of unilateral cancellation of power of attorney, why is it not valid, because the beginning of a power of sale agreement is through an agreement (agreement), when it is agreed, the parties are bound, where everything is done through their agreement. First of all, the same applies to the cancellation of a power of attorney agreement, it must be with the agreement of the parties who made it, not someone else or one of the parties from the first or second party, even a notary who made the power of attorney deed cannot cancel it, because it goes back to The legal basis is related to the legal terms of the agreement, namely that it is the agreement of the binding parties that determines whether the power of attorney can be canceled or not. If the parties agree to cancel the notary, the notary will make a deed of cancellation according to their agreement, and if one of the parties does not agree or does not want to cancel it, a lawsuit can be filed in court, and the legal process can then be processed.

2. Legal protection for parties who suffer losses due to the cancellation of the Power of Attorney Deed

Implementation of Notary Position Regulations (PJN) and Notary Code of Ethics (KEN) is the basic form of notary protection in making authentic deeds. This statement can mean that if a notary carries out his office in accordance with the law, the law will protect him from unwanted legal impacts in the future. This statement is emphasized by the concept of legal protection where laws are made to protect society in its relationships with other people. According to

²³ Mariam Darus Badruzaman, *Aneka Hukum Bisnis*, Bandung: Alumni, 2014, Hlm. 23.

Sudikmo Mertokusumo, law has the main objective of protecting human interests in social life, so that an orderly and balanced social order is one of the objectives of the formation of law. Therefore, it is the duty of the law to regulate the distribution of rights and obligations for each person in social life. Other legal tasks are to regulate legal issues, divide authority, regulate how to solve legal problems and maintain legal certainty. So that order and balance in society can be realized.²⁴

Based on the cases studied, the concept of expressive legal protection can be applied to power of attorney recipients who suffer material and immaterial losses. Apart from that, parties such as property consumers who are affected by the cancellation of the power to sell can also exercise their right to sue if the cancellation of the power to sell has actually caused material and immaterial losses.

3. Legal Remedies of the Parties Due to Unilateral Cancellation of the Power of Sale

Legal action is to prevent losses for consumers or other parties due to the actions of parties who are irresponsible or do not fulfill their obligations as legal subjects in the agreement, so that the rights of other parties are harmed and ignored.²⁵

When parties enter into an agreement, it is crucial for them to seek legal certainty and protection. This ensures that in the event of a dispute or unilateral cancellation of the power of attorney agreement, the judge's decision can compel the violating party to fulfill their rights and obligations as outlined in the agreement. If a power of attorney suffers losses due to the unilateral cancellation, they have the legal option to pursue fulfillment of the agreement or their rights within it, as well as seek compensation for actual costs incurred during the sales process and other expenses resulting from the cancellation, including wages.²⁶

Regarding third parties or property consumers, the legal remedy that can be taken is to carry out legal resolution through court dispute resolution (litigation) and dispute resolution outside the court (non-litigation) or commonly known as Alternative Dispute Resolution (ADR).²⁷

The description above means that in the event of loss to other parties (especially consumers) which is the result of an irresponsible act, in this case there is an obligation that is not fulfilled by the legal subject in an agreement, then the legal remedy is an effort that can be taken by parties who feel disadvantaged. In this case, the party who feels disadvantaged has the freedom to choose what efforts to take, whether through litigation or through non-litigation (ADR).

²⁴ Sudikno Mertokusumo, *Mengenal Hukum*, Yogyakarta: Liberty, 2003, Hlm. 160

²⁵ Marcelo Leonardo Tuela, "Upaya Hukum Perlindungan Konsumen Terhadap Barang Yang Diperdagangkan," *Lex Privatum 2*, No. 3 (2014).

²⁶ Trisna Dewi Ni Made, "Wanprestasi Yang Dilakukan Oleh Pemilik Lahan Dalam Perjanjian Sewa Menyewa Lahan," *Vyavahara Duta* 17, No. 1 (2022), <https://doi.org/10.25078/Vyavaharaduta.V17i1.962>.

²⁷ Made Bella Meisya Prihantini And I Wayan Parsa, "Perlindungan Konsumen Terkait Pembatalan Secara Sepihak Voucher Hotel Oleh Pelaku Usaha Traveloka," *Kertha Semaya: Journal Ilmu Hukum* 7, No. 5 (2019), <https://doi.org/10.24843/Km.2019.V07.I05.P08>.

a. Legal Protection Efforts for Power of Attorney

When making a deed of power of attorney to sell (which is made before a notary) the power of attorney should submit conditions or an agreement regarding the rights of the power of attorney and also the obligations that he will carry out. This is intended to prevent material loss if at some point in the future the power of attorney is revoked unilaterally or canceled unilaterally (without any agreement). This certainly provides protection and legal certainty for the recipient of the power of attorney if unilateral cancellation occurs. Another protection is that the recipient of the power of attorney can also sue the person giving the power of attorney to court as stated in the authentic deed, namely the deed of power of attorney agreement to sell.²⁸ So, the agreement between the parties (the power of attorney and the power of attorney) must be included in the deed of power of attorney, so that the rights and obligations of the power of attorney and the power of attorney are clearly stated in it. If a dispute occurs and the granting of power is revoked, it can easily be traced whether the rights and obligations as intended have been fulfilled or not, which parts have not been fulfilled and which parts have been fulfilled. So it can be clearly seen who is to blame in the event of the revocation of the power of attorney.

As a result of the act of unilaterally canceling the power of attorney, the power of attorney can file a civil lawsuit in court, especially in the event that the power of attorney experiences material losses that the power of attorney has borne. The power of attorney should submit conditions or an agreement regarding the inclusion of the power of attorney's rights and also certain obligations that he will carry out to prevent material losses if the power of attorney is possibly revoked unilaterally or cancelled. unilaterally (without any agreement). Material loss is loss that is actually suffered or experienced by the injured party, in this case the party receiving the power of attorney. These losses are losses that have been incurred by the power of attorney when carrying out the obligations in the power of attorney agreement. These losses are clear, such as financial losses, time losses and other things. In accordance with Article 1808 of the KUH Perdata, the recipient of the power of attorney is entitled to receive fees and allowances, as well as wages for carrying out the obligations of the power of attorney as well as possible, regardless of matters that are not/have not been successful.

b. Consumers and property buyers

For property consumers, if the sale is canceled unilaterally then this action has violated the consumer's rights. In response to this, here are several consumer rights that are protected by the Consumer Protection Act, which is regulated in Article 4 that consumers have the right to receive compensation, in the form of compensation, and/or reimbursement of costs if the rights are received by the recipient of the proxy or giver. the power of attorney is not in accordance with the contents of the agreement or does not work properly.²⁹

²⁸ Utomo, Taufiq, Safa'at & Hadisuryo, "Perlindungan Hukum Terhadap Penerima Kuasa Yang Aktanya Dicabut Sepihak Oleh Pemberi Kuasa." *Jurnal Mahasiswa Fakultas Hukum*, 2017.

²⁹ Alifia Islamadina, Citra Layali Nur Rahmah, And Aril Ramadhan Nur Alam, "Tinjauan Hukum Terhadap Pembatalan Perjanjian Secara Sepihak Dalam Transaksi

Observing this article, consumers should receive legal protection for the losses they have experienced. The protection that can be carried out by property consumers is by filing a claim for compensation based on Article 1365 KUH Perdata, namely that consumers can ask for compensation for acts of unilateral cancellation of sales carried out by the seller. Article 48 of the Act on Consumer Protection states that dispute resolution through court can only be carried out if the parties do not choose to use consumer dispute resolution efforts outside the court or if legal efforts to resolve disputes outside the court are declared unsuccessful by one of the parties or by the parties concerned. involved.

Consumers who wish to resolve disputes through non-litigation can do so through the Consumer Dispute Resolution Agency (BPSK), the Non-Governmental Consumer Protection Institute (LPKSM), the Directorate of Consumer Protection under the Ministry of Trade, or other authorized institutions.³⁰

Conclusion

One of the deeds that the Notary has the authority to make is the deed of power of attorney to sell, which is a deed made based on an agreement between the giver of the power of attorney and the recipient of the power of attorney based on the conditions stated in Article 1320 (1) KUH Perdata. So, cancellation or changes to the power of sale must be made based on prior agreement and notification because a bond has been created which creates rights and obligations for both parties. Another legal consequence is related to the unilateral cancellation of a power of attorney, namely the loss of the legal relationship between the party giving the power of attorney and the recipient of the power of attorney. So that the parties with an interest in the agreement have been harmed materially and immaterially. The legal consequences of unilaterally canceling the power to sell which are discussed in this research are: Firstly, the recipient of the power has suffered losses of billions of rupiah and his good name has been tarnished. Second, to consumers who have made transactions to purchase the house. This is because the purchase had to be stopped because the development status was currently in dispute. Third, the notary becomes a co-defendant because he acted based on the client's wishes without applying the precautionary principle, therefore the notary can be subject to administrative sanctions.

The Law, UUJN and KEN are implementations of legal protection if implemented in accordance with its provisions, because the Law has the main aim of protecting human interests, namely creating an orderly, orderly and balanced society. Based on this case, the legal protection that can be implemented is repressive legal protection where parties who experience losses can file a lawsuit in court and report the notary to the Notary Institute.

Suggestions

The main source of disputes regarding the cancellation of the power of sale is the absence of an explicit explanation regarding the technicalities and procedures for implementing the cancellation of the power of sale in the statutory regulations, especially in the UUJN, so it is prone to disputes, therefore it is hoped that special rules regarding cancellation procedures and conditions for cancellation of the power of sale are made, especially power to sell land. That regarding legal protection in canceling the power to sell, strict sanctions and counseling should be applied regarding the implementation of the power to sell in accordance with the law so that interested parties can avoid losses.

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