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## LEGAL CERTAINTY OF THE DEED OF GRANT OF THE WILL WHOSE OBJECT IS SOLD BY THE GRANTOR OF THE WILL TO ANOTHER PARTY

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**Abstract:** This writing was motivated by the Surabaya District Court Decision Number 1270/Pdt.G/2021/PN. Sby whose case was regarding the Deed of Sale and Purchase which the object of sale and purchase had been made as an object of a testamentary grant and had been included in the Testament Grant Deed Number 119. The implementation of the sale and purchase is carried out using a Power of Attorney to Sell where the Seller is an elderly woman who is 78 years old and suffers from memory impairment that also known as dementia, so the Seller does not remember that she had made a transaction buying and selling of land that has been given as a testamentary grant. The seller signs the Power of Attorney to Sell without the consent of her heirs and the sale and purchase was carried out without the knowledge of the seller's family. This writing was written using normative research methods by collecting legal materials regarding testamentary grants and linking Decision Number 1270/Pdt.G/2021/PN. Sby with applicable laws and regulations, and with literature studies in the form of articles that relating to testamentary grants. The conclusion that can be drawn from this research is that the panel of judges has been unwise in carrying out legal considerations in Decision Number 1270/Pdt.G/2021/PN. Sby and the Notary who made the Power of Attorney to Sell must apply the precautionary principle so there will be no dispute over the object of sale and purchase in the future.

**Keywords:** legal certainty, deed of sale and purchase, power of attorney to sell, testament grant deed, precautionary principle

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### INTRODUCTION

Land problems are a common problem that until now is still frequent and occurs in many communities (Busroh, 2017; Rahman, 2017; Sutedi, 2020). Such as the problem that will be discussed and researched by the author in writing the current research, namely land problems that occur in the city of Surabaya.

Mrs. Tinningrum Tjandra is a woman born in 1935. In 2000, when Mrs. Tinningrum Tjandra was 65 (sixty-five) years old, she had given a Will Grant to her granddaughter, Imelda Sanny Chandra who at that time was 11 (eleven) years old for a piece of land and a house building with Certificate of Ownership (SHM) Number 51 in the name of Mrs. Tinningrum Tjandra. The Will Grant was made in Notarial Deed Number 119 dated June 23, 2000 before Drs. Atrino Leswara, S.H as Notary / PPAT domiciled in Jakarta. Based on the Deed of Grant of Will, it is said that the object of the will grant can only be transferred/transferred/sold/pledged after Imelda Sanny Chandra as the beneficiary of the will is even 30 (thirty) years old. In other words, when Imelda Sanny Chandra as the beneficiary of the will grant is 30 (thirty) years old, then she has the right to take the object of the Will Grant.

The Deed of Grant of Wills made by Mrs. Tinningrum Tjandra gives a point stating that "And what I grant the will, can only be transferred/transferred/sold/pledged after my granddaughter named Imelda Sanny Chandra turns 30 (thirty) years old". Then in 2013, the object of the Will Grant was sold by Mrs. Tinningrum Tjandra as the Grantor of the Will to Mrs. Koesoemo Dewi Raharjo without the knowledge of Imelda Sanny Chandra as the beneficiary of the will grant and without revocation or cancellation of the Deed of Will Grant. This sale and purchase is stated in the Deed of Sale and Purchase Number 193/2014 made before Maria Baroroh, S.H. as Notary and PPAT in the city of Surabaya.

However, upon Mrs. Tinningrum Tjandra's confession, she felt unaware and ignorant of the Sale

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and Purchase that occurred because suddenly Mrs. Koesoemo Dewi Raharjo invited Mrs. Tinningrum Tjandra to meet Notary and PPAT Maria Baroroh to make a Deed of Sale and Purchase Binding and Power of Sale Number 52. The Sale and Purchase process that occurred was also unknown to Mrs. Tinningrum Tjandra's family, and the Sale and Purchase was agreed with a nominal value of Rp 200,000,000.00 (two hundred million rupiah) which the price was too low considering the object being traded was in the center of Surabaya with a value that should have ranged around Rp 500,000,000.00 (five hundred million rupiah).

Mrs. Tinningrum Tjandra then felt that Mrs. Koesoemo Dewi Raharjo took advantage of the situation and fooled Mrs. Tinningrum Tjandra who was 78 (seventy-eight) years old at the time, so in 2020, Mrs. Tinningrum Tjandra represented by her lawyer filed a lawsuit against Mrs. Koesoemo Dewi Raharjo as Defendant I and Notary and PPAT Maria Baroroh as Defendant II in the Surabaya District Court hoping that the Sale and Purchase Deed could be canceled, but with Decision Number 595/Pdt.G/2020/PN. Sby stated that the Sale and Purchase Deed remains valid in the eyes of the law.

Mrs. Koesoemo Dewi Raharjo even said that it was Mrs. Tinningrum Tjandra who had bad intentions or with evil intentions because at the time of signing the Deed of Sale and Purchase, Mrs. Koesoemo Dewi Raharjo said that Mrs. Tinningrum Tjandra was conscious and she chose and appointed Notary and PPAT Maria Baroroh to realize the Sale-Purchase. Mrs. Koesoemo Dewi Raharjo also said that Mrs. Tinningrum Tjandra herself offered the house because at that time Mrs. Tinningrum Tjandra was in need of money. In Decision Number 595/Pdt.G/2020/PN. The Sby also stated that Mrs. Tinningrum Tjandra submitted a certificate in 2009 from Doctor Suliman Purwoko, SP. S neurologist who explained that Mrs. Tinningrum Tjandra suffered from memory impairment or decreased thinking power or what is called Dementia. However, the license to practice from Doctor Suliman Purwoko, SP. The S was issued in 2012 so the proof of the certificate was ruled out.

In addition to the certificate issued by Doctor Suliman Purwoko, SP. S, there is also a certificate from Doctor Untung Kus Harianto, Sp.S in 2020 which explains that Mrs. Tinningrum Tjandra, who at that time was 85 (eighty-five) years old, had memory impairment or decreased thinking power or what is called Dementia. However, the Deed of Sale and Purchase Number 193/2014 with the Deed of Binding Sale and Purchase and Power of Sale was carried out in 2013 while the certificate from Doctor Untung Kus Harianto, Sp.S was issued in 2020. The panel of judges considered that based on the evidence and witness statements, Mrs. Koesoemo Dewi Raharjo (Defendant I) and Notary PPAT Maria Baroroh (Defendant II) did not commit any unlawful acts as postulated by Mrs. Tinningrum Tjandra so that the Sale and Purchase Deed was considered valid in the eyes of the law. Then in late 2021, Mrs. Tinningrum Tjandra's granddaughter, Imelda Sanny Chandra, filed a lawsuit against her own grandmother, Mrs. Tinningrum Tjandra (Defendant I) and also to Mrs. Koesoemo Dewi Raharjo (Defendant II) and PPAT Notary Maria Baroroh (Defendant I).

The lawsuit filed by Imelda Sanny Chandra is because the object of the case has been made the object of a will grant in 2000 and has been stated in the form of a Will Grant Deed Number 119 dated June 23, 2000 made before Drs. Atrino Leswara, S.H as a Notary / PPAT domiciled in Jakarta but when Imelda Sanny Chandra was 30 years old, he even just got information that the object of the will grant had been sold by his grandmother, Mrs. Tinningrum Tjandra to Mrs. Koesoemo Dewi Raharjo before Notary and PPAT Maria Baroroh with Sale and Purchase Deed Number 193/2014. The sale and purchase continues even though the Deed of Will Grant Number 119 made before Drs. Atrino Leswara, S.H as a Notary / PPAT domiciled in Jakarta has not been revoked or canceled.

In Decision Number 1270/Pdt.G/2021/PN. The Sby also stated that in addition to the forgery of the Deed of Binding Sale and Purchase and Power of Sale Number 52 made in 2013 and Deed of Sale and Purchase Number 193/2014, Mrs. Koesoemo Dewi Raharjo (Defendant II) was strongly suspected of having committed the criminal act of embezzlement of money belonging to Mrs. Tinningrum Tjandra

(Defendant I) and at that time the case had been reported and had risen to the stage of investigation. However, because the lawsuit filed by Imelda Sanny Chandra is considered to contradict or overlap between *posita* and *petitum*, and also that the object of the dispute is obtained based on the grant of the will while Mrs. Tinningrum Tjandra as the grantor of the will is still alive, then in Decision Number 1270/Pdt.G/2021/PN. Sby stated that the Deed of Sale and Purchase carried out in 2014 remains valid and has legal force.

So based on the description of the background, the author is interested in conducting legal research with the title "Legal Certainty of the Deed of Grant of the Will Whose Object is Sold by the Grantor of the Will to Another Party." The purpose of this study is to determine the legal certainty of the Deed of Grant of Wills Number 119 whose object was sold by the grantor of the will and the validity of the Deed of Sale and Purchase Number 193/2014 signed by Mrs. Koesoemo Dewi Raharjo with Power of Attorney to Sell Number 52.

## **MATERIALS AND METHODS**

This writing was carried out using normative research methods by collecting legal materials on testamentary grants and linking Decision Number 1270/Pdt.G/2021/PN. Sby with applicable laws and regulations, as well as with literature studies in the form of articles related to testamentary grants.

## **RESULTS AND DISCUSSION**

### **Decision Number 1270/Pdt.G/2021/PN. Sby**

As briefly described in the Background, the Plaintiff named Imelda Sanny Chandra sued Mrs. Tinningrum Tjandra (Defendant I), Mrs. Koesoemo Dewi Raharjo (Defendant II) including Notary and PPAT Maria Baroroh, S.H. (Defendant I) and also the Surabaya City Land Office (Defendant II). That Mrs. Tinningrum Tjandra on June 23, 2000 had given a Will Grant to Imelda Sanny Chandra for a plot of land and house building located on Jalan Plampitan X Number 12, Peneleh Village, Genteng District, Surabaya in accordance with the Certificate of Property Rights (SHM) Number 51 in the name of Mrs. Tinningrum Tjandra.

The Deed of Grant of the Will was made in the form of Notarial Deed Number 119 dated June 23, 2000 made before Drs. Atrino Leswara, S.H as Notary / PPAT domiciled in Jakarta with the provisions contained in the Deed of Grant of the Will which points state that "And what I grant the will, can only be transferred/transferred/sold/pledged after my granddaughter named Imelda Sanny Chandra is even 30 (thirty) years old."

However, when Imelda Sanny Chandra was 31 years old, based on the provisions of the Will Grant Deed Imelda Sanny Chandra was entitled to the object of the Will Grant, Imelda Sanny Chandra only received information that the object of her Will Grant had been sold by Mrs. Tinningrum Tjandra (Defendant I) to Mrs. Koesoemo Dewi Raharjo (Defendant II) while the Deed of Will Grant No. 119 dated June 23, 2000 was made before Drs. Atrino Leswara, S.H Notary / PPAT domiciled in Jakarta has never been revoked / withdrawn or canceled.

Then Imelda Sanny Chandra sent a Letter of Summation I on October 13, 2021 and a Letter of Summation II on October 26, 2021 in which in essence the Subpoena asked the Defendants to cancel the Deed of Binding of Sale and Purchase and Power of Attorney to Sell Number 52 dated December 16, 2013, Deed of Sale and Purchase (AJB) Number 193/2014 dated September 03, 2014 and Certificate of Property (SHM) Number 51 and handed over to Imelda Sanny Chandra as the recipient of the Will Grant is still legal and entitled. Then to the Subpoena Letter, Mrs. Tinningrum Tjandra (Defendant I) replied through a Letter of Answer to the Letter of Summation dated 02 November 2021 which essentially stated that she had never sold the object of the Will Grant (object of the case) to Mrs. Koesoemo Dewi Raharjo (Defendant II).

That regarding the argument of the Plaintiff (Imelda Sanny Chandra), then Defendant I responded as follows: That it is true that Defendant I has given a Will Grant of the Object of the Case to the Plaintiff and the Defendant has never withdrawn or revoked the Deed of Grant of the Will. That Defendant I feels that he never sold the Object of Grant of Will to Defendant II, the birth of the Deed of Binding Sale and Purchase and Power of Attorney to Sell Number 52 dated December 16, 2013 and Deed of Sale and Purchase Number 193/2014 dated September 03, 2014 because it has been forged by Defendant II by involving Defendant I. The Certificate of Ownership (SHM) which is the basis for the right to land and building houses of the object of dispute has been recorded in the name of Defendant II, namely from the beginning of SHM No. 51/Situation Picture Reviewer dated 6-12-1967 No. 454 became SHM No. 1197/Measuring Letter Reviewer dated 26-05-2014 No. 00008/Surveyor/2014.

According to Defendant II, the Plaintiff's Claim is *Nebis In Idem* That the "object of the case" has been filed a civil lawsuit against the law by DEFENDANT I against DEFENDANT II and DEFENDANT I is registered in case No. 595/Pdt.G/2020/PN. Sby where in Lawsuit No. 595/Pdt.G/2020/PN. The above Sby DEFENDANT I, among others, requests the cancellation of the Deed of Binding Sale and Purchase and Power of Attorney to Sell No. 52 dated December 16, 2013 and Deed of Sale and Purchase No. 193/2014 dated September 3, 2014.

That further against Judgment No. 595/Pdt.G/2020/PN. Sby was appealed at the Surabaya High Court by Mrs. Tinningrum Tjandra and registered in case No. 245/Pdt/2021/PT. Sby and the Panel of Appeal Judges on March 30, 2021 have handed down a verdict whose Amar decision is to uphold the Surabaya District Court Decision Number 595/Pdt.G/2020/PN. Sby dated February 02, 2021 who appealed.

That against the decision of the Appeal, Mrs. Tinningrum Tjandra did not file a legal remedy for cassation so that case No. 595/Pdt.G/2020/PN. Sby Jo No. 245/Pdt/2021/PT. Sby has permanent legal force (*Inkracht van gewijsde*).

That the Petition of Case No. 595/Pdt.G/2020/PN. Sby Jo No. 245/Pdt/2021/PT. Sby is the same as *petitum* in the Lawsuit *aquo* which is asking for the cancellation of the Deed of Binding Sale and Purchase and Power of Attorney to Sell No. 52 dated December 16, 2013 and Deed of Sale and Purchase No. 193/2014 dated September 3, 2014.

That *Somasi I* dated October 13, 2021 and *Somasi II* dated October 26, 2021 from the Plaintiff to DEFENDANT II did not respond because it was not based on law because the Deed of Binding Sale and Purchase and Power of Attorney to Sell No. 52 dated December 16, 2013 and Deed of Sale and Purchase No. 193/2014 dated September 3, 2014 which became the basis for the transfer of the sale and purchase of land and house buildings on Jalan Plampitan X No. 12 Kel. Peneleh Kec. Genteng Kota Surabaya between DEFENDANT I with DEFENDANT II along with certificate of title (SHM) No. 1197/Peneleh (derived from SHM No.51/Kel.Peneleh) by the Panel of Examining Judges case No.595/Pdt.G/2020/PN. Sby has been declared legally valid and has binding legal force; which decision has been upheld by the decision of the Panel of Appeal Judges of the Surabaya High Court examining case No. 245/Pdt/2021/PT. Sby and now the case has permanent legal force (*Inkracht van gewijsde*).

Strictly speaking: Due to the Decision of case No. 595/Pdt.G/ 2020/PN. Sby Jo No. 245/Pdt/2021/PT. Sby has permanent legal force (*Inkracht van gewijsde*) so it is indisputable and inviolable.

Considering, that according to the Panel of Judges the condition of a lawsuit is said to be *Nebis In Idem* is as stipulated in article 1917 of the Civil Code, namely that there are several conditions that are cumulative so that a decision is attached to the element of *Nebis In Idem*, meaning that if one of these conditions is not fulfilled then the decision is not attached to *Nebis In Idem*. These conditions are basically as follows:

- 1) What is being sued has been prosecuted before;

- 2) In the previous case, there has been a judge's decision with permanent legal force;
- 3) The verdict is positive;
- 4) The same subject or litigant;
- 5) Same objects.

Considering, that based on the evidence of the parties to the case if connected with the arguments of the present Plaintiff's claim and the arguments of the lawsuit in the previous case where although the object of the case is the same between the previous case and the current case, it turns out that there have been legal subjects or parties who have never been parties in the previous case, namely: Plaintiff Imelda Sanny Chandra has filed a lawsuit with a different subject matter from the subject matter of the case Previously, thus the Plaintiff's claim in the present case was not attached to *Nebis In Idem*.

Considering, that in this case there have been two main claims which, if related to the proposition of the Plaintiff's lawsuit *posita* which contradict each other, namely on the one hand the Plaintiff asks for cancellation of the sale and purchase of the object of dispute while on the other hand the Plaintiff asks for payment of compensation to the Defendants based on the price of the object of the case.

Considering, that in relation to the intent of the *petitum*, where pursuant to Supreme Court Decision No.28/K/Sip/1973, the Plaintiff's claim was declared inadmissible. Plaintiff postulates that the disputed land originated from the joint purchase of the plaintiff and defendant. The defendant had sold it without the plaintiff's consent. On that basis, the plaintiff declared the sale invalid. However, in *petitum*, the plaintiff asked the court that the defendant be punished to divide the proceeds of the sale. The petition was considered by the Supreme Court to be very contrary to *posita*. *Posita* declared the sale invalid, but *petitum* demanded a share of the proceeds of the sale.

Considering, that the Plaintiff requested that the Certificate of Ownership over the object of dispute be declared null and void, against this matter if it is related to SEMA No. 10 of 2020, has regulated the authority to assess the Certificate and Proof of Repayment of Land Sale and Purchase, the civil judge is not authorized to cancel the certificate, but only has the authority to declare the certificate has no legal force, on the basis that it does not have a valid reason. Certificate Cancellation is an administrative action of the authority of the State Administrative Court (TUN), if the Plaintiff's intention is to issue a certificate based on a legally defective sale and purchase process or on the basis that it does not have a valid reason for rights, then the formulation of the Plaintiff's lawsuit *petitum* in question is to be refined to declare the Certificate of Property of the object of dispute declared to have no legal force, To avoid overlapping *posita* with *petitum*.

Considering, that in *petitum* number 7, the Plaintiff requested that the Land and Building object of dispute be declared the property of the Plaintiff, against this matter in accordance with SEMA No. 10 of 2020 has also stipulated, namely: The owner of a piece of land is his name listed in the certificate, even though the land was purchased using money / assets belonging to foreigners / other parties, where in this case the Plaintiff has formulated in his lawsuit evidence obtained the object of dispute based on the Will Grant and it is proved only by the Deed of Grant of the Will according to evidence P-2, the Grantor of the Will pursuant to the deed i.e. Defendant I is still alive and the rest of the process of transferring rights to the object of the testamentary grant has not been issued a Certificate in this case, thus the declaration of title in the *petitum* is premature.

Considering, that based on the above Supreme Court Decision, it turns out that the positive arguments of the Plaintiff's lawsuit with the *petitum* of the lawsuit contradict each other resulting in an unclear or obscure / *obscur libel*, thus the Panel of Judges considers it unnecessary to consider further subject matter;

Considering, that based on all the above considerations, it is sufficient for the Panel of Judges to

declare the Plaintiff's claim inadmissible. So at the core of Mrs. Tinningrum Tjandra's case with Mrs. Koesoemo Dewi Raharjo in Decision Number 1270/Pdt.G/2021/PN. Sby, Buying and Selling that occurs between the two is considered valid.

### **Legal Certainty of the Deed of Grant of Wills Number 119**

Probate grants are part of a will, but not a whole will because wills themselves are of two types, namely wills, appointments, inheritances and testamentary grants. A testamentary grant is a special testamentary determination because in a testamentary grant, because in the testamentary grant the Grantor of the Will explains specifically what items will be used as the object of the wills.

The execution in the testamentary grant itself is the same as the execution of the will, the testamentary grant is also made while the Probate Grantor is still alive, but the execution of the delivery of the object to which the testamentary grant is made when the Probate Grantor has passed away

The grant of a will itself in the Civil Code is classified into a Will as a Special Will as stated in Article 957 of the Civil Code which states that: "A testamentary grant is a special determination, in which the testator gives to one or several persons certain goods, or all certain goods and kinds; for example, all movable or fixed goods, or the right of use of proceeds to some or all of their goods."

As already explained that the Deed of Grant of Wills Number 119 made by Mrs. Tinningrum Tjandra gives a point stating that: "And what I grant the will, can only be transferred/transferred/sold/pledged after my granddaughter named Imelda Sanny Chandra is even 30 (thirty) years old."

While the concept of a Will Grant itself is the transfer of the object of the will grant from the testamentary grantor to the testamentary grantee when the testamentary grantor dies. This is in accordance with Article 958 of the Civil Code which states that: "All pure and unconditional testamentary grants, from the day of the testator's death, entitle the testamentary grantee (legislator) to demand the goods granted and the right passes to all his heirs or successors."

In the event that a parent grants his property to the heir, then the property is considered part of the inheritance that he will receive when the testator has died (will). In the case of Mrs. Tinningrum Tjandra, she herself betrayed her land and building to Imelda Sanny Chandra who was her granddaughter, which means that Imelda Sanny Chandra was her heir with the status of ab intestate heirs of the first class, i.e. the family in a straight line down.

The heirs of ab intestate itself are a class of heirs based on marital relations and blood relations. The principle of blood relations and marital relations is reflected in the provisions of Article 832 paragraphs (1) and 852a of the Civil Code. Regarding the annulment of a testamentary grant that has been made without revocation, Article 996 of the Civil Code (Burgerlijke Wetboek) states that: "Every transfer of title to all or part of the goods which has been granted by him, let the transfer by the testator be carried out by selling the goods with the right to buy them back, or by exchanging them even then, Every such act shall always result in the revocation of the grant of the will, of what it has transferred or exchanged, unless this latter then returns again in the estate of the testator."

Based on article 996 of the Civil Code, it can be said that if an item is granted but if by the grantor of the will before death then the item is sold or exchanged, then with the legal act it is considered that there has been a withdrawal of the testamentary grant.

### **Validity of Sale and Purchase Deed Number 193/2014**

Before discussing the validity of the Sale and Purchase Deed Number 193/2014 in the case examined by the Author, the Author will explain several things that are taken into consideration in determining the validity of the Sale and Purchase Deed Number 193/2014.

SHM No. 51/Situation Picture Tracker dated 6-12-1967 No. 454 in the name of Mrs. Tinningrum Tjandra, if the land is joint property, then at the death of her husband, the children of that marriage have a right to their father's share in the joint property (as heirs of the beneficiary of the inheritance from the father). So that the owner of the land is the mother and the heirs. In this case, it is also necessary to include a certificate of inheritance to prove who is entitled as the owner of the land and who must give approval to sell the land, as well as the consent of the heirs to the sale of the inheritance land, in the form of all other heirs must be present to give approval.

If the heir cannot appear before the Land Deed Making Officer (because it is outside the city), then the heir can make a Letter of Approval under the hands legalized by a local notary or a Letter of Approval in the form of a notary deed. What needs to be noted is that although SHM No. 51/Situation Picture Marker dated 6-12-1967 No. 454 is in the name of Mrs. Tinningrum Tjandra, it does not automatically make the land belong to Mrs. Tinningrum Tjandra.

It is necessary to know in advance whether the land is the property of Mrs. Tinningrum Tjandra or during the marriage with her deceased husband, they made a prenuptial agreement. If indeed the land is inherited property or if indeed during the marriage of her deceased husband, they made a prenuptial agreement, then Mrs. Tinningrum Tjandra has the right to sell the land without the consent of her heirs because the land is not included in the joint property of which half must be distributed to the heirs at the time of her husband's death.

Regarding joint property and congenital property can be seen in Article 35 and Article 36 of Law Number 1 of 1974 concerning Marriage which reads:

*"Article 35*

- (1) Property acquired during marriage becomes joint property.*
- (2) The property of each husband and wife and the property acquired by each as a gift or inheritance, shall be under the control of each so long as the parties do not specify otherwise.*

*Article 36*

- (1) Regarding joint property, the husband or wife can act on the agreement of both parties.*
- (2) As regards each other's property, husband and wife have the full right to do legal action concerning their property."*

However, if the land is joint property, then at the death of the husband, the children of the marriage have the right to their father's share in the joint property as inheritance from their father, and this is stated in Article 832 of the Civil Code which reads: "According to the law, those who are entitled to be heirs are blood relatives, both legal and extramarital, and the husband or wife who lives the longest according to the following rules: If the blood relatives and the longest living husband or wife are absent, then all the estate becomes the property of the state, which is obliged to pay off the debts of the deceased, so far as the price of the estate is sufficient for it."

If part of the land with SHM No. 51 in the name of Mrs. Tinningrum Tjandra is joint property, then if a sale of the land is to be made, then all heirs must be present to give consent. If one of the heirs cannot appear before the PPAT for some reason, then the heir can make a Letter of Approval under the hands legalized by a local notary or a Letter of Approval in the form of a notary deed.

## **CONCLUSION**

Deed of Grant of Will Number 119 made dated June 23, 2000 before Drs. Atrino Leswara, S.H as Notary/PPAT domiciled in Jakarta automatically becomes null and void because the object has been sold by the Grantor of the Will, Mrs. Tinningrum Tjandra to Mrs. Koesoemo Dewi Raharjo. This is valid considering that the Grant of Wills in the Civil Code (Burgerlijke Wetboek) is included in the Will, which

in Article 996 of the Civil Code (*Burgerlijke Wetboek*) it is said that the Will automatically becomes revoked if there is a transfer of title to the property that has been granted by the grantor of the will.

Deed of Sale and Purchase (AJB) Number 193/2014 signed by Mrs. Koesoemo Dewi Raharjo with Deed of Binding Sale and Purchase and Power of Sale Number 52 is considered legally valid if Mrs. Tinningrum Tjandra during the marriage with her deceased husband, no marriage agreement was made so that at the time of signing the Deed of Binding Sale and Purchase and Power of Sale, Mrs. Tinningrum Tjandra did not need the consent of her heirs, and also the Notary / PPAT has read the Deed of Binding Sale and Purchase and Power of Sale in front of Mrs. Tinningrum Tjandra as the Seller and Mrs. Koesoemo Dewi Raharjo as the buyer, as well as in front of witnesses, namely employees at the Notary office which means that there is no element of coercion in signing the Deed of Sale and Purchase Binding and Power of Sale. In addition, because Mrs. Tinningrum Tjandra could not prove that she had memory impairment or decreased thinking power or what was called Dementia at the time of signing the Deed of Binding Sale and Purchase and Power of Sale Number 52, the Deed of Sale and Purchase (AJB) Number 193/2014 was considered valid.

However, if the land and building with Title Certificate (SHM) Number 51 in the name of Mrs. Tinningrum Tjandra is joint property, then the Deed of Sale and Purchase (AJB) Number 193/2014 signed by Mrs. Koesoemo Dewi Raharjo with the Deed of Binding Sale and Purchase and Power of Sale Number 52 is invalid because at the time of signing the Deed of Binding Sale and Purchase and Power of Sale Number 52, Mrs. Tinningrum Tjandra as the Seller was not accompanied by her heirs nor with the consent of her heirs. In addition, because Mrs. Tinningrum Tjandra could not prove that she had memory impairment or decreased thinking power or what was called Dementia at the time of signing the Deed of Binding Sale and Purchase and Power of Sale Number 52, the Deed of Sale and Purchase (AJB) Number 193/2014 was considered valid.

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