

THE PRUDENTIAL PRINCIPLE OF LAND DEED OFFICIALS IN ADDRESSING DEFECTS OF CONSENT IN DEEDS OF DIVISION OF JOINT RIGHTS OVER MARITAL JOINT PROPERTY

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Abstract. The Deed of Division of Joint Rights (*Akta Pembagian Hak Bersama* or APHB) is an important legal instrument in the division of land rights, including land classified as joint marital property following divorce. In practice, the preparation of an APHB may give rise to legal issues when the consent of one party, particularly the wife, is given under circumstances that are not free, such as domestic pressure, economic dependence, or abuse of marital power. This study aims to analyze the responsibility and prudential standards of Land Deed Officials (*Pejabat Pembuat Akta Tanah* or PPAT) in detecting defects of consent resulting from abuse of circumstances (*misbruik van omstandigheden*) in the preparation of an APHB, as well as to examine the legal consequences of deeds made under such conditions. This research employs a normative juridical method using statutory, conceptual, and case approaches, particularly through an examination of Supreme Court Decision Number 227 K/Pdt/2019 and South Jakarta District Court Decision Number 1079/Pdt.G/2024/PN Jakarta Selatan. The results show that PPATs are not only administratively responsible for examining document completeness, but are also obliged to substantively ensure the existence of free consent from the parties. A PPAT's negligence in detecting domestic pressure or abuse of circumstances may render an APHB voidable, or even null and void if the transfer of joint marital property is carried out without valid consent from the entitled party. In addition, PPATs may be held administratively, civilly, or criminally liable depending on the degree of fault. Therefore, the active application of the prudential principle is essential to ensure legal certainty and protection for vulnerable parties in the division of joint marital property.

Keywords: Deed of Division of Joint Rights; Land Deed Official; joint marital property; abuse of circumstances; marital power.

I. INTRODUCTION

Land is one of the legal objects that has strategic value, both from economic, social, and legal certainty perspectives. In the Indonesian land law system, every transfer of land rights requires a valid legal instrument made by an authorized official in order to provide protection and legal certainty for the parties. One form of land rights transfer that frequently arises within family legal relations is the Deed of Division of Joint Rights (*Akta Pembagian Hak Bersama* or APHB), particularly when the land object forms part of joint marital property.

Marriage is essentially intended to establish a harmonious and sustainable family. However, when a marriage ends through divorce, various legal consequences arise, including issues concerning the division of joint marital property. The high divorce rate in Indonesia indicates that disputes over joint marital property, particularly those involving land and buildings, have the potential to become significant legal problems. Divorce data in Indonesia from 2017 to August 2020 can be seen in Table 1.

Table 1. Divorce Case Data in Indonesia from 2017 to 2020

Year	Number of Divorce Cases
2017	415,510
2018	444,358
2019	480,618
Up to August 2020	306,688
Total	1,647,174

Source: Processed from Hidayatullah and Setiyowati (2021)

The data in Table 1 shows that divorce is not merely a family law event, but may also give rise to further legal issues, particularly regarding the division of joint marital property. Joint marital property includes assets acquired during the marriage, both movable and immovable. Normatively, the Marriage Law places husband and wife in an equal position, including in carrying out legal acts concerning joint marital property. However, in practice, such normative equality does not always operate ideally. Power relations within the household often place one party, particularly the wife, in a weaker economic, psychological, and social position. This condition may affect the wife's freedom of will in giving

consent to the transfer or division of joint marital property (Hidayatullah & Setiyowati, 2021).

In contract law, free will is an important element in determining the validity of an agreement. Article 1320 of the Indonesian Civil Code requires the agreement of the parties as one of the validity requirements of a contract. Such agreement must not arise from mistake, fraud, or coercion. Studies on agreements made under coercion show that coercion or *dwang* may render consent legally defective because the will expressed is not given freely (Kurniawati & Yusuf, 2023). In addition, the development of civil law doctrine also recognizes the concept of abuse of circumstances or *misbruik van omstandigheden*, namely a situation in which one party takes advantage of a dominant position, economic superiority, or psychological pressure to obtain consent from another party who is in a weaker position (Afif et al., 2024).

In the context of the division or transfer of land rights that constitute joint marital property, abuse of circumstances may occur when one party uses marital domination to pressure the other party into approving the transfer of rights. Consent that is formally given before a Land Deed Official (*Pejabat Pembuat Akta Tanah* or PPAT) does not necessarily reflect free will if there is domestic pressure, economic dependence, or psychological threat. Therefore, PPATs cannot merely work administratively and formalistically, but must apply the prudential principle in assessing both the formal and material truth of the parties' intentions.

The prudential principle of PPATs is highly important because deeds made by PPATs have the status of authentic deeds and function as strong evidence in the process of transferring land rights. Aulia (2022) emphasizes that the prudential principle of PPATs constitutes a manifestation of legal certainty in the process of binding or transferring land rights. Negligence by PPATs in examining document completeness, ensuring the presence of the parties, reading and explaining the contents of the deed, and ensuring the absence of pressure on either party may have serious consequences for the evidentiary strength of the deed. Sari (2021) shows that negligence by PPATs in making sale and purchase deeds may cause the deed to lose its formal evidentiary value (*formale bewijskracht*).

This issue is also reflected in several studies of court decisions. Martinelli et al. (2026), in their analysis of Decision Number 1079/Pdt.G/2024/PN Jakarta Selatan, show that defects of consent due to abuse of circumstances may serve as a basis for judges in assessing the validity of land sale and purchase deeds. Meanwhile, Ayu (2024) examines the responsibility of PPATs in making sale and purchase deeds over joint marital property transferred without the wife's consent, as reflected in Supreme Court Decision Number 227 K/Pdt/2019. These two studies demonstrate that free will, spousal consent, and PPAT prudence are important aspects in determining the validity of deeds for the transfer of land rights.

Although several studies have discussed defects of consent, abuse of circumstances, and PPAT responsibility, studies that specifically connect abuse of marital power, protection of vulnerable parties, and the prudential standards of PPATs in the making of APHBs still need to be strengthened. Most previous studies have focused more on sale and purchase deeds, whereas

APHBs as instruments for the division of joint rights in the context of marital property have more complex characteristics because they involve personal, emotional, and economic relations between former husband and wife.

Based on the foregoing discussion, this article aims to analyze the responsibility and limits of PPAT obligations in applying the prudential principle to detect defects of consent caused by abuse of marital power in the making of APHBs. In addition, this article also analyzes the legal consequences for APHBs and the forms of legal responsibility of PPATs if they are proven to have facilitated the transfer of land rights that harms one party due to domestic pressure. This study is expected to contribute to strengthening the professional standards of PPATs while also providing legal protection for vulnerable parties in the division of joint marital property.

Land Deed Officials and Authentic Deeds

Land Deed Officials (*Pejabat Pembuat Akta Tanah* or PPAT) are public officials authorized to make authentic deeds concerning certain legal acts related to land rights or ownership rights over apartment units. In the Indonesian land law system, the existence of PPATs functions not only as part of land administration but also as officials who ensure legal certainty, order, and legal protection in every transfer of land rights. Therefore, deeds made by PPATs hold an important position as authentic evidence in proving the legal relationship between the parties.

Authentic deeds have perfect evidentiary value as long as they are made in accordance with the form, procedures, and authority determined by laws and regulations. In this context, PPATs are required not only to examine formal aspects, such as the identities of the parties and the completeness of documents, but also to ensure that the legal acts contained in the deed truly reflect the intentions of the parties. Negligence by PPATs in ensuring the aspects of intention and consent of the parties may give rise to legal issues, particularly when the deed relates to joint marital property that should require spousal consent (Ayu, 2024).

The obligation of PPATs to read and explain the contents of the deed to the parties is part of the prudential principle. The reading of the deed should not be understood merely as a formality, but rather as a mechanism to ensure that the parties understand the legal consequences of the act being carried out. In the practice of making deeds for the transfer of land rights, the prudential principle becomes important because PPATs are in a strategic position to prevent defects of consent, including coercion, fraud, and abuse of circumstances. Martinelli et al. (2026) show that defects of consent in land sale and purchase deeds may serve as a basis for judges to assess the validity of legal acts contained in a deed.

Thus, PPATs cannot work mechanically by relying solely on document completeness. PPATs have a professional obligation to assess whether the consent of the parties is given freely, consciously, and without pressure. This becomes increasingly important in legal acts involving family relationships, such as the division or transfer of joint marital property, because the personal relationship between the parties may affect the freedom of consent.

Joint Marital Property and Marital Power

Marriage creates legal consequences for both personal relations and property relations between husband and wife. One of these legal consequences is the formation of joint marital property over assets acquired during the marriage. Normatively, Indonesian marriage law places husband and wife in an equal position, including in carrying out legal acts concerning joint marital property. Therefore, every legal act concerning joint marital property, including sale, transfer, or division of land rights, in principle requires the consent of both parties.

Although, normatively, husband and wife have equal status, social practice shows that the division of joint marital property often does not occur within an equal relational position. Hidayatullah and Setiyowati (2021) explain that women in the process of dividing joint marital property after divorce remain vulnerable to injustice, particularly when there is economic inequality and domination by one party within the household. This inequality may place the wife in a weaker position when she is required to give consent to the division or transfer of joint marital property.

In this context, the concept of marital power becomes relevant to explain domination within marital relations. Marital power can be understood as a form of unequal relationship between husband and wife, in which one party holds a dominant position economically, psychologically, or socially. Such domination may influence the will of the weaker party, so that the consent given does not fully arise from free will. In cases involving the transfer of joint marital property without the wife's consent, Ayu (2024) shows that PPATs may be held liable if the deed is still made without ensuring valid spousal consent.

Consent in the division of joint marital property is not sufficiently proven merely by a signature in the deed. A signature may indicate formal consent, but it does not necessarily prove that such consent was given freely. If the wife signs a deed due to pressure, economic dependence, psychological threats, or marital domination, such consent may be legally questioned. Therefore, in the making of a Deed of Division of Joint Rights (*Akta Pembagian Hak Bersama* or APHB), PPATs need to place the aspect of free consent as an important part of the verification process.

Defects of Consent, Duress, and Abuse of Circumstances

In contract law, agreement is one of the validity requirements of a contract. A valid agreement must arise from the free will of the parties. If such will is formed due to mistake, fraud, or coercion, then the agreement contains defects of consent. Kurniawati and Yusuf (2023) explain that an agreement made under duress or *dwang* does not reflect free will and may therefore have legal consequences for the validity of the agreement.

The development of civil law doctrine does not limit defects of consent only to physical coercion or direct threats, but also recognizes abuse of circumstances or *misbruik van omstandigheden*. Abuse of circumstances occurs when one party takes advantage of another party's weakness, dependence, urgency, or unequal position to obtain consent in an agreement. Afif et al. (2024) state that abuse of circumstances in the making of authentic deeds may give rise to legal consequences

for deed-making officials if such officials are not careful in ensuring the free will of the parties.

Abuse of circumstances may appear in two main forms, namely the abuse of economic superiority and the abuse of psychological superiority. In the context of the division of joint marital property, the abuse of psychological superiority more often occurs when one party uses domination in the marital relationship to pressure the other party into agreeing to the transfer or division of rights. Martinelli et al. (2026) show that abuse of circumstances in land sale and purchase deeds may serve as a basis for judges in assessing defects of consent. This means that even though a deed has been formally made before an authorized official, the substance of the consent may still be examined if there are indications that the will of one party was not free.

In relation to APHB, abuse of circumstances has serious implications. An APHB made with defective consent may have its validity challenged because it does not fulfill the element of free agreement. The injured party may file for annulment of the deed if they can prove that the consent was given under pressure or was not free. Therefore, PPATs must regard the doctrine of abuse of circumstances as an important consideration in the deed-making process, particularly when the deed involves a party who is socially, economically, or psychologically vulnerable.

Based on the discussion above, this literature review shows that there is a close relationship between PPAT authority, the prudential principle, protection of joint marital property, and the doctrine of defects of consent. PPATs have a responsibility to ensure that an APHB is not only formally valid, but also substantively reflects the free will of the parties. Thus, the examination of free consent becomes an important part of efforts to provide legal protection for vulnerable parties in the division of joint marital property.

II. RESEARCH METHODS

This study employs a normative juridical research method, namely legal research based on the examination of positive legal norms, legal doctrines, and court decisions relevant to the issues of the Deed of Division of Joint Rights (*Akta Pembagian Hak Bersama* or APHB), defects of consent, abuse of circumstances, and the responsibility of Land Deed Officials (*Pejabat Pembuat Akta Tanah* or PPAT). This method was chosen because the main focus of the study is to analyze the legal responsibility of PPATs in ensuring the existence of free consent from the parties in the making of deeds for the transfer of land rights, particularly over joint marital property that may be influenced by domestic pressure or abuse of marital power.

The approaches used in this study include the statutory approach, conceptual approach, and case approach. The statutory approach is conducted by examining legal provisions related to the validity requirements of agreements, defects of consent, PPAT authority, and the regulation of joint marital property in marriage. The conceptual approach is used to examine the concepts of the PPAT prudential principle, free consent, duress (*dwang*), and a abuse of circumstances (*misbruik van omstandigheden*). The PPAT prudential principle serves as an important framework in this study because PPATs are not

only responsible for ensuring the formal completeness of documents, but must also pay attention to legal certainty in every process of making deeds for the transfer of land rights (Aulia, 2022).

The case approach is applied by examining two main precedents relevant to the object of this study, namely Supreme Court Decision Number 227 K/Pdt/2019 and South Jakarta District Court Decision Number 1079/Pdt.G/2024/PN Jakarta Selatan. Supreme Court Decision Number 227 K/Pdt/2019 is used to analyze the responsibility of PPATs in making sale and purchase deeds over joint marital property transferred without the wife's consent, as examined by Ayu (2024). Meanwhile, South Jakarta District Court Decision Number 1079/Pdt.G/2024/PN Jakarta Selatan is used to examine judges' considerations regarding defects of consent in land sale and purchase deeds caused by abuse of circumstances, as analyzed by Martinelli et al. (2026). These two decisions were selected because they are directly related to the issues of free consent, validity of consent, and the responsibility of deed-making officials in the process of transferring land rights.

The type of data used in this study is secondary data consisting of primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal materials include laws and regulations related to contract law, marriage law, the office of PPAT, and court decisions that serve as the objects of analysis. Secondary legal materials include journal articles, theses, and previous studies discussing the PPAT prudential principle, abuse of circumstances in the making of authentic deeds, and PPAT responsibility for deeds containing legal defects. The study by Afif et al. (2024) is used to strengthen the analysis of the legal consequences of a abuse of circumstances in the making of authentic deeds, while the studies by Ayu (2024) and Martinelli et al. (2026) are used as the basis for analyzing the relevant court decisions.

The legal materials were collected through library research, namely by tracing, identifying, and examining laws and regulations, court decisions, legal literature, and scholarly articles relevant to the research issue. All collected legal materials were then analyzed qualitatively using a descriptive-analytical method. The analysis was carried out by describing the applicable legal norms, connecting them with doctrines and previous research findings, and then assessing their application in the court decisions used as the objects of study.

This study is prescriptive in nature because it does not merely explain legal issues concerning APHB and defects of consent, but also provides arguments regarding the prudential standards that should be applied by PPATs in detecting domestic pressure or abuse of marital power. Thus, the results of this study are expected to contribute to strengthening the professional responsibility of PPATs and legal protection for vulnerable parties in the division of joint marital property.

III. RESULTS AND DISCUSSION

The Preventive Role of PPAT in the Making of Deeds of Division of Joint Rights

The findings of this study show that Land Deed Officials (*Pejabat Pembuat Akta Tanah* or PPAT) have a highly important preventive role in the process of dividing joint rights

over land. The division of joint rights, whether arising from inheritance or joint marital property following divorce, requires a deed made by an authorized PPAT as the basis for registering changes in land rights. In the context of inherited land, Suryaningsih et al. (2015) explain that PPATs play a role in the process of dividing joint rights over land through the making of deeds that serve as the basis for land administration. This role is also relevant in the division of joint marital property following divorce because the Deed of Division of Joint Rights (*Akta Pembagian Hak Bersama* or APHB) functions as a legal instrument to affirm the division of the parties' rights over a particular land object.

However, in the context of joint marital property following divorce, the making of an APHB cannot be viewed merely as an administrative process. An APHB is directly related to the legal and personal relationship between former husband and wife. Hidayatullah and Setiyowati (2021) show that women in the division of joint marital property after divorce remain vulnerable to injustice, particularly due to unequal power relations, economic dependence, and an imbalanced bargaining position. Therefore, PPATs must ensure that the consent of the parties, especially vulnerable parties, is truly given freely and consciously.

The prudential principle serves as the main basis for PPATs in detecting the possibility of domestic pressure or abuse of marital power. Aulia (2022) emphasizes that the prudential principle of PPATs is part of the effort to realize legal certainty in the process of transferring land rights. In the context of an APHB, this principle should not be limited to examining document completeness, but must also include verification of the parties' intentions. PPATs need to ensure that the appearing parties understand the content of the deed, the legal consequences arising from it, and that they are not under pressure when giving consent.

The obligation to read and explain the contents of the deed to the parties must be understood as an instrument of legal protection. The reading of the deed should not be carried out merely as a formality, but should become a space for PPATs to assess whether there are indications of fear, hesitation, domination, or pressure from one party. In practice, PPATs may take mitigation measures such as conducting separate interviews, reconfirming the contents of the deed, postponing the signing if there are indications of pressure, and advising the parties to obtain legal assistance if the situation indicates conflict or unequal power relations.

In cases of domestic pressure that lead to domestic violence, evidence such as *visum et repertum* may serve as important evidence in proving criminal acts of domestic violence. Maisyarah et al. (2023) explain that *visum et repertum* plays a role as evidence in proving criminal acts of domestic violence. Nevertheless, in the context of PPAT practice, the primary approach should be prevention. PPATs should not wait for evidence of physical violence to exist, but should postpone or refuse the making of a deed if there are strong indications that consent is being given under circumstances that are not free.

In addition to mitigation at the deed-making stage, the prevention of disputes over joint marital property may also be carried out through a marriage agreement. Arief (2017) explains that a marriage agreement is a legal instrument that

can be used to regulate the status and management of property in marriage. In this context, a marriage agreement may serve as a preventive instrument to reduce the potential abuse of marital power in the future, especially in marital relationships that contain potential economic inequality or control of assets by one party.

The Prudential Standards of PPAT in Detecting Abuse of Circumstances

The analysis shows that the prudential standards of PPATs in the making of an APHB need to be directed toward two main aspects, namely formal verification and material verification. Formal verification includes the examination of the identities of the parties, marital status, origin of the land object, ownership documents, and the conformity of physical and juridical data. Meanwhile, material verification relates to assessing the substance of the parties' intentions, including whether consent is given freely or under pressure.

The need to strengthen material verification has become increasingly relevant in the development of PPAT practice. Nurul et al. (2026) highlight the importance of the responsibility of Notaries/PPATs in verifying land objects that contain certain indications before a deed is made. Although the study concerns land objects indicated as protected rice fields, the basic principle can be applied to the issue of APHB, namely that PPATs should not merely examine documents administratively, but must also carefully verify the legal conditions and facts attached to both the object and the legal subjects.

In the context of abuse of circumstances, PPATs need to understand that defects of consent are not always explicitly visible. Domestic pressure may appear in the form of psychological threats, economic dependence, fear of a spouse, or communicative domination during the signing process. Martinelli et al. (2026) show that abuse of circumstances in land sale and purchase deeds may serve as a basis for judges to assess the existence of defects of consent. This demonstrates that a deed which appears formally valid may still be substantively examined if there are indications that consent was not given freely.

The prudential standards of PPATs in the making of an APHB should at least include several actions. First, the PPAT must ensure that all parties who have rights over the joint marital property are present in person or represented by a valid power of attorney. Second, the PPAT must read and explain the contents of the deed in language that can be understood by the parties. Third, the PPAT needs to conduct separate confirmation if there are indications of domination or pressure. Fourth, the PPAT must refuse to make the deed if there is doubt regarding the free will of the parties. Fifth, the PPAT needs to record the verification measures that have been carried out as a form of legal protection for the PPAT.

Thus, the prudential principle in the making of an APHB must be understood as an active obligation. A PPAT is not merely an official who records the parties' intentions in a deed, but also a guardian of legal certainty to ensure that the deed made does not become an instrument to legitimize acts that harm vulnerable parties.

Legal Responsibility of PPAT for Deeds Containing Defects of Consent

If a PPAT is negligent in applying the prudential principle and thereby facilitates the transfer of land rights that harms one party, the PPAT may be held legally responsible. Such responsibility may be administrative, civil, or criminal, depending on the form of fault, the degree of negligence, and the legal consequences caused.

First, administrative responsibility may arise if the PPAT violates official duties, such as failing to read the deed, failing to ensure the presence of the parties, or failing to examine the completeness of legal requirements. Violations of official obligations may result in administrative sanctions, ranging from reprimands, written warnings, temporary suspension, to dismissal from office. In this context, PPAT negligence not only harms the parties but also undermines the function of the PPAT as a public official tasked with ensuring legal certainty.

Second, civil responsibility may arise if the PPAT's negligence causes losses to one of the parties. In this case, the PPAT may be included as a co-defendant or even as a defendant if their actions are considered to have contributed to the occurrence of loss. Yap et al. (2024) explain that abuse of authority in the transfer of land rights through sale and purchase may be examined as an unlawful act if it fulfills the elements of an unlawful act, fault, loss, and a causal relationship between the act and the loss. If a PPAT continues to make a deed despite indications of consent that is not freely given, such conduct may be questioned as a form of negligence causing loss.

Third, criminal responsibility may arise if the PPAT knowingly includes false statements or cooperates with one party to conceal certain legal facts. For example, if a PPAT states that the wife was present and consented to the transfer of rights, whereas in fact the wife was not present or never gave consent, such conduct may lead to allegations of forgery or the inclusion of false statements in a deed. In this context, the PPAT's fault is no longer merely administrative or civil in nature, but may enter the criminal law domain if there is an element of intent.

Ayu's (2024) study of Supreme Court Decision Number 227 K/Pdt/2019 shows that the transfer of joint marital property without the wife's consent may create serious legal issues for PPATs. The decision emphasizes the importance of spousal consent in the transfer of rights over joint marital property. If a PPAT fails to verify the wife's valid consent, the deed made may be challenged and the PPAT may be held liable according to the degree of fault.

In addition, Afif et al. (2024) emphasize that abuse of circumstances in the making of authentic deeds may give rise to legal consequences for deed-making officials if such officials are not careful in ensuring the intentions of the parties. Therefore, the responsibility of PPATs in the making of an APHB does not lie only in administrative accuracy, but also in prudence in ensuring that the parties' intentions are not influenced by pressure, dependence, or marital domination.

Legal Consequences for APHB Made under Domestic Pressure

An APHB made under the influence of coercion or abuse of circumstances has the potential to contain legal defects. In

contract law, agreement is a subjective requirement for the validity of a contract. If the agreement arises from coercion, threats, or abuse of circumstances, the intentions of the parties cannot be regarded as free. Kurniawati and Yusuf (2023) explain that an agreement made under duress or *dwang* may be challenged in terms of its validity because it does not reflect the free will of the parties.

In the context of abuse of circumstances, defects of consent do not always have to take the form of physical violence. Pressure may appear in the form of psychological domination, economic dependence, or exploitation of another party's vulnerable condition. Martinelli et al. (2026) show that in Decision Number 1079/Pdt.G/2024/PN Jakarta Selatan, abuse of circumstances became an important basis in the judge's consideration of defects of consent in a land sale and purchase deed. This indicates that judges may assess the substance of the parties' intentions, even though the deed was formally signed before an authorized official.

The legal consequences of an APHB made under domestic pressure can be divided into two categories. First, if the legal defect lies in the absence of free consent from one party, the deed may be subject to annulment or may be considered voidable (*vernietigbaar*). In this situation, the APHB remains valid until there is a court decision annulling it. The injured party, such as a wife who feels that she gave consent under pressure, may file a lawsuit for annulment before the court.

Second, if the transfer of rights over joint marital property is carried out without the wife's consent at all, the issue does not merely concern defects of consent but also the absence of authority to act over the joint marital property. In such a situation, the deed may be declared invalid or null and void because it contradicts the principle that legal acts concerning joint marital property require the consent of both parties. Ayu (2024) shows that Supreme Court Decision Number 227 K/Pdt/2019 emphasizes the importance of the wife's consent in the transfer of joint marital property. The absence of such consent may result in the invalidity of the legal act contained in the deed.

Thus, an APHB should not be assessed only from the formal aspects of its making. The validity of an APHB must also be examined based on the substance of the parties' consent. If an APHB is used as a means to legitimize the relinquishment of rights by a vulnerable party through domestic pressure, the deed may be legally challenged. This is where the preventive function of PPATs becomes important to ensure that an APHB truly arises from consent that is free, equal, and conscious.

IV. CONCLUSIONS

Based on the discussion, it can be concluded that the responsibility of Land Deed Officials (*Pejabat Pembuat Akta Tanah* or PPAT) in the making of a Deed of Division of Joint Rights (*Akta Pembagian Hak Bersama* or APHB) is not limited to fulfilling administrative requirements and formal deed-making procedures. PPATs have a professional obligation to actively apply the prudential principle, particularly in ensuring that the consent of the parties is given freely, consciously, and without pressure. In the context of the division of joint marital

property following divorce, one party, especially the wife, is often in a vulnerable position due to unequal power relations, economic dependence, or psychological pressure. Therefore, PPATs must assess not only the completeness of documents but also the material truth of the parties' intentions before incorporating such legal acts into an APHB. Abuse of marital power may constitute a form of abuse of circumstances (*misbruik van omstandigheden*) that results in defects of consent in the making of an APHB. When the consent of one party is obtained through domestic pressure, threats, dependence, or psychological domination, the element of agreement as a requirement for the validity of a contract is not fully satisfied. As a result, an APHB made under such circumstances may be subject to annulment because it contains defects of consent. Furthermore, if the transfer or division of rights over joint marital property is carried out without the real and valid consent of the entitled party, the deed may potentially be declared invalid or null and void because it contradicts the principle of joint marital property management, which requires the consent of both parties. A PPAT's negligence in detecting domestic pressure or abuse of marital power may give rise to legal consequences for the PPAT. Such liability may take the form of administrative, civil, or criminal responsibility, depending on the degree of fault and the consequences arising from it. Administratively, a PPAT may be subject to professional sanctions if they violate procedural obligations. In civil terms, a PPAT may be held liable if their negligence causes losses to one of the parties. Meanwhile, criminal liability may arise if the PPAT intentionally includes false statements or facilitates a legal act that is contrary to the actual facts. Thus, the prudential principle serves as an important instrument for ensuring the validity of an APHB while also providing legal protection for vulnerable parties. PPATs need to strengthen the substantive application of the prudential principle in every process of making an APHB, particularly when the object being transferred constitutes joint marital property following divorce. Such prudence should not be limited to document examination and the formal reading of the deed, but must also include efforts to ensure the free consent of the parties. In practice, PPATs may conduct separate confirmation with parties suspected of being in a vulnerable position, provide clear explanations regarding the legal consequences of the deed, and postpone or refuse the making of the deed if there are indications of pressure, fear, or domination by one party. These measures are important to prevent APHBs from being used as instruments to legitimize injustice in domestic relationships. The government and regulators, particularly the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency, need to formulate more detailed technical guidelines or standard operating procedures regarding the application of the prudential principle by PPATs in the making of APHBs. These guidelines should include indicators for identifying defects of consent, abuse of circumstances, domestic pressure, and mechanisms for verifying the consent of the parties. With clear guidelines, PPATs would have more measurable working standards in handling cases involving the division of joint marital property that contain potential conflict or unequal power relations. This would also strengthen legal certainty and prevent differences in practice among PPATs when handling similar cases. The public,

particularly married couples, should understand the importance of regulating marital property in a more transparent and equitable manner. A marriage agreement may serve as a preventive legal instrument to clarify the status and management of assets from the beginning of the marriage or during the course of the marriage. In addition, parties who experience pressure, violence, or coercion in the process of dividing joint marital property should immediately seek legal assistance and, where physical violence occurs, medical assistance to obtain the necessary evidence. Public legal awareness is an important factor in ensuring that the division of joint marital property is not only formally valid but also reflects substantive justice for the parties.

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