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## Article Title

### The Legal Consequence of Fingerprint Forgery Substitute for Signature in Authentic Deed

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## **ABSTRACT**

*This research aims to comprehensively examine the juridical implications of fingerprint forgery as a substitute for signatures in authentic deeds and analyze the judicial considerations in handling such cases, using Decision Number 87/Pdt.G/2014/PN.Kpn as a case study. This normative legal research utilizes a statutory approach and a case study approach. Data analysis employs a qualitative content analysis to describe the problem and answer the research objectives. The results show that fingerprint forgery in authentic deeds has multidimensional legal consequences, covering civil, criminal, and administrative law aspects. In civil law, such a deed has the potential to be null and void due to a defect in the element of consensus, which results in the invalidity of the transfer of rights. From a criminal law perspective, this act constitutes the crime of document forgery. Meanwhile, notary publics or land deed officials involved or who are negligent may be subject to administrative sanctions. The analysis of Decision Number 87/Pdt.G/2014/PN.Kpn shows that the judicial considerations were based on the principles of legal certainty, justice, and benefit while emphasizing the importance of due diligence, integrity, and professionalism, especially for Land Deed Officials in carrying out their duties and functions to ensure the validity and authenticity of authentic deeds.*

**Keywords:** *Authentic Deed; Fingerprint Forgery; Land and Buildings; Land Deed Officials; Transfer of Rights.*

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## **INTRODUCTION**

As a nation that constitutionally declares itself a state based on the rule of law, as articulated in Article 1, Section (3) of the [1945 Constitution](#), Indonesia bears the fundamental responsibility to uphold the supremacy of law. Within this framework, establishing legal certainty, order, and protection, anchored in the principles of truth and justice, is imperative ([Heriyanti, 2016](#)). The realization of these principles within the dynamics of national life, particularly in legal transactions, necessitates juridical instruments capable of clearly defining the rights and obligations of each legal subject ([Syam et al., 2022](#)).

In the context of the need for such juridical instruments, authentic deeds emerge as a cornerstone of the Indonesian legal system ([Rosalinda & Aminah, 2023](#)). Their existence, normatively regulated under Article 1868 of the [Civil Code](#), represents a substantial evidentiary force widely recognized in various legal acts. Beyond their function as mere juridical instruments, authentic deeds also reflect the close relationship between law and the social realities of the community, where the law does not stand alone but constantly interacts with and shapes the patterns of relationships between individuals, as reflected in civil law relationships ([Purba & Purba, 2019](#)). In this context, authentic deeds serve as a vehicle for realizing the parties' free will while simultaneously providing legal certainty regarding the agreed-upon rights and obligations.

To ensure the authenticity and legality of authentic deeds, the pivotal role of Notary Publics and Land Deed Officials is unavoidable. Public officials authorized by

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the state possess the exclusive authority to formalize agreements between parties in the form of authentic deeds (Dewi & Ibrahim, 2020). The high level of public trust in the integrity and professionalism of Notary Publics and Land Deed Officials is crucial capital in carrying out this function. Consequently, the authentic deeds produced possess robust evidentiary force before the law and legitimize the ownership and control of assets, especially in matters of land and buildings (Syam & Muzakkir, 2022). Authentication in authentic deeds, commonly performed through signatures or fingerprints, signifies the validity and legitimacy of the will of the parties involved.

However, the practice of forging authentic deeds, mainly through the manipulation of fingerprints as a substitute for signatures, poses a serious threat that can potentially undermine the integrity and credibility of the legal system. This act violates positive law and carries destructive implications for legal certainty, which can erode public trust in legal institutions (Gemilang & Rahayu, 2024). The impact of this forgery can potentially cause material and immaterial losses to the parties involved and create an atmosphere of uncertainty in legal acts. [Decision Number 87/Pdt.G/2014/PN.Kpn](#) is a relevant legal precedent that warrants attention. Kpn, which confirmed the annulment of a land sale and purchase deed due to proven fingerprint forgery. This ruling underscores the vulnerability of fingerprint-based authentication systems and raises a juridical discourse regarding its evidentiary force in authentic deeds.

Considering the complexity and significance of this issue, this research is both necessary and academically relevant. This study is designed to comprehensively and thoroughly examine the legal ramifications of fingerprint forgery in authentic deeds, explicitly focusing on land and building sale and purchase deeds. Through an in-depth analysis of [Decision Number 87/Pdt.G/2014/PN.Kpn](#) as a case study, this research will critically examine the legal considerations underlying the decision. Accordingly, this research is expected to make a substantial contribution to the development of legal scholarship, particularly concerning the evidentiary force of fingerprints in authentic deeds, and to provide constructive recommendations to strengthen the national legal system, especially in preventing and combating the practice of authentic deed forgery in the future.

## **METHOD**

This research employs a normative legal research methodology, utilizing both a statutory approach and a case study approach (Qamar & Rezah, 2020). This methodological framework is relevant to the research objective of comprehensively analyzing the juridical implications of fingerprint forgery as a substitute for signatures in authentic deeds. The statutory approach will focus on several legislative regulations related to contract law, authentic deeds, and document forgery. The case

study is conducted through an in-depth examination of court decisions to provide comprehensive insights into the practical application and interpretation of legal norms. In addition to primary legal sources in the form of legislative regulations and court decisions, this research utilizes secondary legal materials, including legal doctrines, scientific journals, and other relevant literature obtained through library research. Data analysis employs a qualitative content analysis approach to systematically examine and interpret non-numerical data, such as legal texts and court decisions. This technique allows for identifying, classifying, and interpreting key themes, patterns, and arguments contained within the data. Through this rigorous methodological approach, this research endeavours to produce a comprehensive and systematic analysis to describe the problem and answer the research objectives (Sampara & Husen, 2016).

## **RESULTS AND DISCUSSION**

### **A. Juridical Implications of Fingerprint Forgery in Authentic Deeds as an Instrument of Rights Transfer**

Within the Indonesian legal system, authentic deeds occupy a crucial position as juridical instruments possessing perfect evidentiary force, *probatio in causa*, before the court (Suwignyo, 2009). Their existence, normatively regulated under Article 1868 of the Civil Code, provides legal certainty regarding all events and legal acts undertaken by legal subjects. To be qualified as an authentic deed, a deed must fulfil three essential elements (Wijayanti et al., 2021). *First*, it must be formulated in the form prescribed by law. *Second*, it must be drawn up by or before an authorized public official. *Third*, the public official must have the competence and jurisdiction in the legal territory where the deed is executed. The cumulative fulfilment of these three elements renders authentic deeds a superior form of evidence in determining a person's legal standing.

From a juridical perspective, forgery, including the act of fingerprint forgery, is categorized as a crime that fundamentally undermines the foundation of public trust in the truth and validity of a document. This crime is formulated in statutory regulations as an instrument of legal protection for the integrity of information and documents that serve as the bedrock in various aspects of life, be it social, economic, or legal. The impact arising from disseminating false information or documents can potentially cause harm and instability in the order of social and state life.

Despite their strong position, authentic deeds are not entirely immune to the potential forgery. One frequently encountered *modus operandi* is fingerprint forgery by the appearing party, particularly in deeds related to the transfer of

rights to land and buildings. This manipulative act has profound implications for the validity of the deed in question, which legally renders it null and void (Budify et al., 2020). This nullification is rooted in a fundamental principle of contract law, as stipulated in Article 1320 of the Civil Code, which requires genuine consent, free from coercion, error, or fraud, including identity falsification through fingerprints. Thus, fingerprint forgery directly undermines fulfilling the legal requirements for a valid agreement, resulting in losing the binding force of the authentic deed.

Legal scholars, such as Mas (2003) and Hamidi (2006), put forth a doctrinal perspective reinforcing the juridical implications of forgery. They define legal consequences as direct, immediate, and explicit consequences imposed by law on a legal act, in this case, fingerprint forgery. In the context of authentic deeds, these consequences are the absence of legality and the invalidity of the deed. Furthermore, this act of forgery also subjects the perpetrator to criminal law, as regulated in Articles 263 and 266 of the Penal Code, which explicitly imposes criminal sanctions on perpetrators of document forgery, including fingerprints as a form of identification.

In Indonesian legal practice, fingerprints as a substitute for signatures in authentic deeds have been accommodated, especially in conditions that prevent the appearing party from affixing a signature, such as illiteracy or specific physical disabilities (Vitasari & Musyafah, 2023). The views of legal experts such as Tobing (1999) and Adjie (2015) reinforce the legitimacy of using fingerprints under these conditions, where the affixing of fingerprints before a public official has legal equivalence to a signature. Nevertheless, Decision Number 87/Pdt.G/2014/PN.Kpn provides a concrete illustration of the fatal implications of fingerprint forgery in the context of land sales. The ruling confirms that fingerprint forgery in a sale and purchase deed results in the annulment of the deed in question and the loss of land rights that should have been protected. This case serves as a juridical precedent that underscores the vulnerability of fingerprint-based authentication systems and highlights the importance of integrity in every legal act formalized in an authentic deed.

Comprehensively, fingerprint forgery in authentic deeds triggers a series of complex and multidimensional legal consequences. The implications are not limited to the civil sphere, with the consequence of deed annulment, but also extend to the criminal sphere, which subjects the perpetrator to criminal sanctions. Furthermore, administrative implications also contribute to the complexity of this issue. Therefore, the phenomenon of fingerprint forgery constitutes a serious problem that requires comprehensive and systematic countermeasures to safeguard the integrity and credibility of the institution of authentic deeds and ensure legal certainty and protection for all legal subjects involved in legal transactions.

## 1. Civil Law Implications of Fingerprint Forgery in Authentic Deeds

The Indonesian Constitution explicitly mandates the principle of the rule of law, which implies the recognition and protection of the rights and obligations of every legal subject. In civil law, each person possesses the juridical capacity to perform legal acts, encompassing rights and obligations (Ibrahim et al., 2023). However, this capacity is not absolute but is limited by two essential parameters: legal capacity (*rechtsbekwaamheid*) and legal authority (*rechtsbevoegdheid*) (Moertiono, 2022). *Rechtsbekwaamheid* refers to the capability of a legal subject to act and be held accountable for their actions under the law, while *rechtsbevoegdheid* relates to the juridical legitimacy possessed by a legal subject to perform specific legal acts. These two parameters are fundamental determinants in gauging the validity and legality of every legal act.

In contract law, the principle of *pacta sunt servanda*, as manifested in Article 1338 of the Civil Code, is the central pillar that affirms the binding force of agreements for the parties who make them. This principle reflects the principles of autonomy of will (*autonomie*) and good faith in every agreement (Hamzah & Mangarengi, 2023). Furthermore, Article 1313 of the Civil Code provides a normative definition of an agreement as a legal act involving one or more persons binding themselves to one or more other persons. To ensure the validity and enforceability of an agreement, Article 1320 of the Civil Code limitatively and cumulatively stipulates four essential requirements that must be fulfilled, which, in the context of fingerprint forgery in authentic deeds, must be carefully analyzed.

The first crucial subjective requirement is the existence of genuine agreement (*consensus ad idem*), which reflects the free will of the parties and is free from *dwang* (coercion), *dwaling* (error), or *bedrog* (fraud) (Puneri, 2021). In the scenario of fingerprint forgery, authentic consensus becomes distorted and legally flawed. The party who should have given consent never actually expressed their will due to their identity being falsified. Thus, the consensus requirement is not met because there is a will defect (*wilsgebreken*) (Sari et al., 2024). The second subjective requirement, namely *rechtsbekwaamheid*, also has the potential not to be fulfilled. Although fingerprint forgery does not automatically negate a person's *rechtsbekwaamheid*, in the context of authentic deeds, the absence of a legally competent party due to the forgery renders the agreement not made by a legally capable and authorized party (Hassanah et al., 2023).

Turning to the objective requirements, the *certum quid* requires clarity and certainty regarding the object of the agreement (Dongoran & Aminah, 2024). In the context of a land sale and purchase deed, the object is the land itself, the specifications of which must be clear and identifiable. Although fingerprint forgery does not *ipso facto* affect the determination of the object of the agreement, the absence of valid consensus due to the forgery means that the object of the agreement cannot validate the agreement as a whole (Yanto & Nasarudin, 2021). Furthermore, *geoorloofde oorzaak* requires that the cause or purpose of the agreement must be legal, by propriety, morality, and public order (Sudjana, 2022). Fingerprint forgery, an act that violates the principles of integrity and honesty, inherently renders the cause of the agreement invalid and contrary to law.

The non-fulfilment of the legal requirements for a valid agreement, both subjective and objective, has implications for the legal status of the agreement itself. Legal terminology has two main categories: *nietig* (null and void *ab initio*) and *vernietigbaar* (voidable) (Andriawan, 2022). If the objective requirements are violated, the agreement is *ex lege nietig*, meaning that the agreement is considered inexistent from the beginning and has no binding legal force. Conversely, if the violation occurs in the subjective requirements, then the agreement is *vernietigbaar*, meaning that the agreement remains valid and binding until annulled by a court decision upon the request of the aggrieved party.

The civil law implications of fingerprint forgery in authentic deeds, particularly in sale and purchase transactions, encompass a broad spectrum. *First*, the deed in question is vulnerable to being annulled through a civil lawsuit mechanism in court. *Second*, if annulled, the deed loses its enforceability and cannot be used as a basis for claiming rights or fulfilling obligations. The deed also cannot be converted into a privately drawn-up deed, considering its substantial defect. *Third*, the principle of *restitutio in integrum* applies, which requires the parties to be returned to the status *quo ante*, namely the condition before the agreement was made (Giriarti et al., 2023). In the context of a sale and purchase, this includes the return of the object of sale and the restitution of payments already made. *Fourth*, the perpetrator of the fingerprint forgery can be held civilly liable to provide compensation (*schadevergoeding*) to the aggrieved party for losses arising from their actions (Berlianty et al., 2023).

In conclusion, fingerprint forgery in authentic deeds, particularly in land and building sale and purchase transactions, is a serious violation that gives rise to substantial civil law implications. The juridical consequences include the potential annulment of the deed, the loss of the legal force of the deed,

the obligation of restitution, and the liability of the forger. Therefore, firm and comprehensive law enforcement and effective preventive mechanisms are crucial to protect the integrity of the institution of authentic deeds and ensure legal certainty in every legal transaction, particularly related to transferring rights to land and buildings. In addition, massive education and outreach to the public regarding the importance of verification and validation in every legal act formalized in an authentic deed are necessary.

## **2. Criminal Law Implications of Fingerprint Forgery in Authentic Deeds**

In carrying out the functions of legalization and authentication of documents, Notary Publics and Land Deed Officials are faced with the risk of being involved in legal problems, both originating from internal and external factors. Internal factors include negligence (*culpa*), procedural violations, and professional code of ethics violations (Wirantia et al., 2020). Meanwhile, external factors include interactions with the public that have the potential to involve Notary Publics/Land Deed Officials in the crime of document forgery. In the context of forgery, including fingerprint forgery, Notary Publics/Land Deed Officials can be held criminally liable in three capacities: as *dader* (perpetrator), *getuige* (witness), or *deskundige* (expert) (Panduwinata et al., 2022). As *dader*, they can be charged if proven legally and convincingly to have committed, ordered the commission of, or participated in the crime of forgery. As *getuige*, they can be asked for information about making and authenticating the deed. Meanwhile, as *deskundige*, their expertise can be utilized to provide information regarding the legality and authenticity of the deed, taking into account the principle of deed confidentiality, for which an exemption from disclosure in court can be requested.

In the Indonesian criminal justice system, the crime of forgery, including forgery of documents, is comprehensively constructed in the Penal Code. Article 263 section (1) of the Penal Code criminalizes the act of making a false document or falsifying a document that has the potential to create a right, an obligation, or a debt discharge or that is used as evidence to use or have another person use the document as if its contents were genuine and not falsified. The criminal penalty stipulated in this article is a maximum imprisonment of six years. Furthermore, Article 263 section (2) of the Penal Code extends the scope of criminalization by imposing the same penalty on individuals who intentionally use a false or falsified document if its use has the potential to cause harm. In addition, Article 266 section (1) of the Penal Code imposes a maximum prison sentence of seven years on perpetrators who order the insertion of false information into an authentic deed to use or have another person use the deed as if the information were valid. Article 266



section (2) of the [Penal Code](#) also imposes the same penalty on perpetrators who intentionally use an authentic deed containing false information if its use can cause harm.

Fingerprint forgery in authentic deeds constitutes a criminal offence that can be prosecuted under Article 263 of the [Penal Code](#), with a maximum penalty of six years imprisonment. If, in the process of forgery, evidence of involvement or collusion with public officials, such as a Notary Public or Land Deed Official, is found, then the official has the potential to be charged with additional criminal sanctions based on negligence (*culpa*) or complicity (*medeplegen*) in the crime of forgery ([Rossulliaty et al., 2023](#)). This legal construction affirms the commitment of the Indonesian criminal justice system to impose strict sanctions against the crime of fingerprint forgery in authentic deeds, both for the material perpetrator and for those who facilitate or are negligent in preventing the crime.

Given the vital function of fingerprints in personal identification and legal evidence, forensic science developed a specialized branch known as dactyloscopy, which studies fingerprints' patterns and unique characteristics. Dactyloscopy plays an instrumental role in uncovering the crime of fingerprint forgery, considering that each individual has a *sui generis* fingerprint configuration. In the context of an investigation, the Police, specifically the Criminal Investigation Unit, has the legal competence, as stipulated in Article 15 section (1) point h of [Law Number 2 of 2002](#), to take fingerprints and photographs of individuals suspected of being involved in a crime. This process generally involves *deskundige* or forensic experts with specific qualifications and fingerprint analysis and identification expertise. Competence as a *deskundige* is obtained through education, specialized training, and extensive practical experience in dactyloscopy ([Rinaldo & Soponyono, 2022](#)).

In the Indonesian criminal justice system, dactyloscopy, or the science of fingerprints, has juridical significance as evidence whose validity is recognized ([Auliya & Hafidz, 2020](#)). [Law Number 8 of 1981](#) and [Law Number 2 of 2002](#) explicitly recognize fingerprints as circumstantial evidence or expert testimony, as affirmed in Article 184 section (1) point b and point d of [Law Number 8 of 1981](#). The results of fingerprint identification and analysis conducted by investigators are documented in an Examination Report (Berita Acara Pemeriksaan or BAP), which, in this context, is categorized as documentary evidence. Thus, dactyloscopy has a determinant role in investigating, prosecuting, and proving crimes, including in cases of fingerprint forgery in authentic deeds. In carrying out their duties related to dactyloscopy, investigators must be guided by [Law Number 8 of 1981](#) and other relevant

regulations (lex specialist) to ensure the legality, validity, and probative value of this evidence before the court (Siswanto, 2007).

### **3. Administrative Law Implications of Fingerprint Forgery in Authentic Deeds**

In the realm of evidentiary law, authentic deeds possess perfect probative value, meaning they have a self-sufficient evidentiary force and do not require additional proof. This self-executing characteristic makes authentic deeds conclusive evidence before the court. In contrast, privately drawn-up deeds have an evidentiary force that depends on the acknowledgement of parties or lack of disavowal (Rahmadhani, 2020). If acknowledged, a privately drawn-up deed has evidentiary force equivalent to an authentic deed. However, if there is a disavowal, then the *onus probandi* shifts to the party submitting the deed, and the assessment of the validity of the disavowal becomes a matter of judicial discretion. This fundamental distinction in evidentiary force between the two types of deeds becomes crucial in the context of forgery, where the integrity and authenticity of authentic deeds become the object of serious violations.

The act of fingerprint forgery in authentic deeds triggers a series of multidimensional legal consequences, which are not limited to civil and criminal law but also extend to the administrative dimension, particularly for public officials authorized to do such deeds, namely Notary Publics and Land Deeds Officials. The involvement, negligence, or lack of due diligence of a Notary Public or Land Deed Official in cases of fingerprint forgery can result in administrative sanctions that vary proportionally to the degree of the violation committed.

For Notary Publics, the juridical construction regarding administrative sanctions is systematically regulated in the [Regulation of the Minister of Law and Human Rights Number 61 of 2016](#). Article 3 of the regulation in question mandates that a Notary Public who is proven to have committed a breach in the performance of their duties and office may be subject to administrative sanctions, including a written warning, temporary suspension, honourable discharge, and dishonourable discharge. This regulation adopts the principles of gradualism and proportionality in the imposition of sanctions, where sanctions are imposed in stages from the lightest (leniency) to the most severe (severity). However, discretionary power allows for the direct imposition of administrative sanctions without following the principle of gradualism, particularly if a Notary Public is proven to have committed gross misconduct regarding the obligations and prohibitions of the office.

Unlike Notary Publics, the regulation governing administrative sanctions for Land Deed Officials is contained in Article 13 of [Regulation of the Minister of Agrarian Affairs and Spatial Planning Number 2 of 2018](#). This regulation stipulates that a Land Deed Official who is proven to have committed a violation, whether in the performance of official duties, fulfilment of obligations, violation of prohibitions, or violation of the professional code of ethics, may be subject to sanctions in the form of a written reprimand, temporary disqualification, honourable dismissal, or dishonourable dismissal. The imposition of these sanctions, similar to sanctions for Notary Publics, aims to uphold integrity and professionalism and maintain public trust in the profession of Land Deed Officials.

In conclusion, fingerprint forgery in authentic deeds, in addition to having implications in the realms of civil and criminal law, also triggers substantial administrative consequences for Notary Publics and Land Deed Officials who are proven to be involved or negligent in carrying out their duties and obligations. The regulatory framework governing administrative sanctions for both professions reflects the commitment of regulatory bodies to maintain and safeguard the integrity, credibility, and public trust in authentic deeds. Implementing firm, impartial, and proportional administrative sanctions is expected to produce a significant deterrent effect and prevent the recurrence of similar violations in the future so that legal certainty and protection for the parties in every legal transaction formalized in an authentic deed can be optimally guaranteed.

## **B. Juridical Analysis of the Judicial Considerations in Decision Number 87/Pdt.G/2014/PN.Kpn on Fingerprint Forgery in Land and Building Sale and Purchase Deeds**

[Decision Number 87/Pdt.G/2014/PN.Kpn](#) holds substantial juridical significance in the realm of land law, particularly concerning the implications of fingerprint forgery in land and building sale and purchase deeds. The decision in question crystallizes the problem of the validity and enforceability of legal documents in land transactions, where reliable and authentic legal instruments are a *conditio sine qua non* ([Siregar et al., 2024](#)). This case originated from uncovering a fraudulent act in the form of fingerprint forgery affixed to Sale and Purchase Deed Number 1129/KEC.SGS/1996, which in turn had implications for the validity of the transfer of ownership of the land and building that were the object of the sale and purchase.

In deciding the case in question, the panel of judges constructed its considerations (*ratio decidendi*) based on a comprehensive analysis of the

evidence presented at trial. Specifically, the judges examined evidence P-2 (Sale and Purchase Deed Number 1129/KEC.SGS/1996), evidence P-4 ([Decision Number 199/Pid.B/2014/PN.Kpj](#)), and evidence P-6 ([Decision Number 1161 K/PID/2014](#)). Based on this examination, the judges reached the judicial findings that the fingerprint contained in evidence P-2, claimed to be the fingerprint of Lasmani (Plaintiff I), was conclusively not identical to the authentic fingerprint of Plaintiff I. Furthermore, through evidence P-4, the judges obtained juridical confirmation that Sale and Purchase Deed Number 1129/KEC.SGS/1996 had been declared forged. Based on these judicial findings, the judges concluded that the element of forgery in the deed in question had been convincingly proven (beyond a reasonable doubt).

Based on the fulfilment of the element of forgery, the judges made a juridical deduction to determine its legal implications for the validity of the Sale and Purchase Deed Number 1129/KEC.SGS/1996. Concerning Article 1320 in conjunction with Article 1335 of the [Civil Code](#), the judges constructed the argument that the sale and purchase deed inherently contained a legal defect because it was based on vitiated consent caused by forgery. The fingerprint forgery strongly indicated the existence of *dwaling* (error) or *bedrog* (fraud) which resulted in the non-fulfilment of the requirement of *consensus ad idem*, which is a fundamental element in the validity of an agreement. Therefore, the judges concluded that Sale and Purchase Deed Number 1129/KEC.SGS/1996 was *null and void ab initio*, meaning that the deed was considered to have never existed and had no binding legal force from the outset.

In their considerations, the judges also reaffirmed the requirements for the validity of an agreement as stipulated in Article 1320 of the [Civil Code](#), which includes consensus (agreement of the parties), capacity (capacity to enter into an agreement), a particular object (a specific object), and a lawful cause. In the context of fingerprint forgery, the requirement of genuine, voluntary, and informed consensus is unmet due to the fraudulent act of identity falsification. Consequently, referring to Article 1321 of the [Civil Code](#), the agreement is considered non-existent because it was obtained through fraud. It has implications for the invalidity of the agreement in question because it does not meet the essential requirements mandated by law.

In the context of making sale and purchase deeds, Land Deed Officials have a legal responsibility to ensure the veracity, authenticity, and integrity of the physical and juridical data contained in the deed. This responsibility includes the obligation to verify the parties' identity, including fingerprint matching as a substitute for signatures, especially for those who are illiterate or have physical limitations. The failure or negligence of a Land Deed Official in carrying out

this duty of care can have implications for the validity and legality of the deed they make. In the case in question, the Land Deed Official who issued Sale and Purchase Deed Number 1129/KEC.SGS/1996 with a forged fingerprint breached the required prudent man standard and neglected the principle of accuracy in the land registration process, contributing to a legal dispute.

The judges' decision in the case in question reflects the enforcement of the principle of legal certainty by affirming that every authentic deed must be made by legal procedures, free from fraud, and fulfil the formal and material requirements stipulated by law. The annulment of a sale and purchase deed based on fingerprint forgery is a form of legal protection for the rights of the prejudiced Plaintiffs. This decision also confirms the principle of accountability for all parties involved in land sale and purchase transactions, which mandates that each party act in good faith (*bona fides*) and comply with applicable regulations. Furthermore, this decision also promotes the principle of *restitutio in integrum*, where the aggrieved party has the right to restore their rights and return to their original position (*status quo ante*) before the legally flawed agreement occurs.

In conclusion, the judicial considerations in [Decision Number 87/Pdt.G/2014/PN.Kpn](#) is based on a holistic and comprehensive analysis, which includes an examination of the evidence, the fundamental principles of contract law, relevant land regulations, and relevant legal doctrines. The judges convincingly and in a well-reasoned manner established that fingerprint forgery in a land sale and purchase deed is a serious violation that results in the nullity of the deed in question by law. This decision not only provides redress for the aggrieved party but also has significant precedential value in Indonesia's jurisprudence of land law. Furthermore, this decision also has substantial preventive implications, namely as a deterrent effect for similar forgery practices in the future and as a reminder for Land Deed Officials to always uphold the principles of due diligence, integrity, and professionalism in carrying out their duties and authority. This decision also reinforces the urgency to always carry out accurate and thorough identity verification in every legal transaction, especially those related to the transfer of rights to land and buildings, to minimize the risk of legal disputes in the future.

## **CONCLUSIONS AND SUGGESTIONS**

Based on the findings and discussion, it can be concluded that fingerprint forgery as a substitute for signatures in authentic deeds has significant and multidimensional legal implications. This act not only undermines the integrity of authentic deeds as reliable evidence but also can potentially harm the rights of the parties involved, particularly in transactions involving the transfer of rights to land and buildings. In the realm of civil law, fingerprint forgery can potentially result in the

nullification of the deed in question by law. It is due to the non-fulfillment of the legal requirements for a valid agreement, namely genuine and voluntary consensus of the parties, as mandated in Article 1320 of the [Civil Code](#). Consequently, the transfer of rights to land and buildings based on such a deed becomes invalid, and the principle of *restitutio in integrum* must be enforced to restore the aggrieved party's rights. From a criminal law perspective, fingerprint forgery is classified as document forgery, subject to criminal sanctions as stipulated in Articles 263 and 266 of the [Penal Code](#). The perpetrator, including those who ordered the act or participated in it, can be charged with imprisonment as a form of criminal responsibility for their actions.

Meanwhile, in the realm of administrative law, public officials such as Notary Publics and Land Deed Officials who are proven to be involved, negligent, or not thorough in verifying the authenticity of fingerprints in authentic deeds may be subject to administrative sanctions. These sanctions can range from a written reprimand, temporary suspension, honorable discharge, to dishonorable discharge, as regulated in [Regulation of the Minister of Law and Human Rights Number 61 of 2016](#) for Notary Publics, and [Regulation of the Minister of Agrarian Affairs and Spatial Planning Number 2 of 2018](#) for Land Deed Officials. Thus, the juridical analysis of the judicial considerations in [Decision Number 87/Pdt.G/2014/PN.Kpn](#) shows that the judges comprehensively prioritized the principles of legal certainty, justice, and benefit in deciding the case in question. The decision emphasizes the importance of integrity, due diligence, and professionalism for the parties involved in land and building sale and purchase transactions, especially for Land Deed Officials in carrying out their duties and authority.

As an implication of the above conclusions, several constructive suggestions are proposed. *First*, there is a need to strengthen the mechanism for verifying and validating the identities of the parties in the making of every authentic deed. It can be done by using more reliable and accurate biometric technology to prevent fingerprint forgery in the future. *Second*, it is necessary to enhance the capacity and capability of notary publics and land deed officials to detect indications of document forgery, including fingerprints. Regular training programs and workshops can be effective instruments to achieve this goal. In addition, firm and consistent law enforcement against any violations, whether in the civil, criminal, or administrative spheres, is necessary to provide a deterrent effect and maintain the dignity of the institution of authentic deeds. *Third*, there is a need to harmonise regulations related to sanctions and procedures for imposing sanctions on Notary Publics and Land Deed Officials who violate the rules to create legal certainty and uniformity in law enforcement. *Fourth*, education and outreach to the public regarding the importance of understanding the contents and legal implications of every authentic deed signed need to be intensified so that public legal awareness increases and the potential for legal disputes can be minimized.

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