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The Cancellation Of The Grant Deed By Judges In Religious Courts In Maros

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Abstract *:This aims is this resrarch to analyze and explain the legal considerations used by judges in deciding cases of cancellation of the Grant Deed in the Religious Court of Maros. And to analyze and explain the factors that affect the weakness of the power of proof of the Grant Deed. This research is an empirical law study which examines the primary data through interviews, observations, and experimental studies, so that the conclusions drawn really reflect the purpose and usefulness of this study. The result of the research is obtained that the legal considerations and reasons used by the judge in settling the case of cancellation of grant certificate in the case Number 149/Pdt.G/2017/PA.Mrs. using article 1335 of the Civil Code which an agreement made under a false / unlawful cause, has no power, regardless of the conditional grants made in the case. And there are several factors that affect the weakness of the proof of the deed of grants in terms of the substance, structure and culture of community law.*

Keywords *: The Cancellation, Grant Deed*

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I. INTRODUCTION

Islam allows a person to give as a gift of all his possessions while still alive, but it should be remembered also in the giving of the nature of justice. In the grant also. Where a grant is the possession of a thing through a transaction (aqad) without expecting a well-known reward when the giver is alive. In the formulation of the Compilation of Islamic Law, grants are the giving of an object voluntarily and without reward from a person to another living person to have (ps 171 letter g KHI).

In relation to this, Islamic law and positive law in Indonesia also regulate how and how to facilitate the transfer of rights to a thing or goods legally in order to obtain legal force. This is necessary because if at any time there is a dispute and problems with the goods or rights, the people concerned can make it as evidence because of the existence of legal recognition. Whereas in the Civil Code, grants are regulated in Article 1666 namely: "Grant is an agreement with which the grantee, in his life, free of charge and irrevocably, handed over something for the purpose of the grantee accept the submission. The law does not recognize other grants among the living. "

According to the provisions of article 1682 of the Civil Code concerning the manner of granting something: "No grant, except as mentioned in article 1687, may, on the offense of invalidity, be done in addition to a notarial deed originally held by the notary." This means in the making of the deed of grant indispensable in both Islamic law and positive law. As for the definition of deed according Subekti [1], is a writing that was deliberately made to be evidence of an event and signed.

The Deed of Grant as an authentic deed which serves as a proof that has perfect evidentiary power to give confidence to a judge when a court dispute is expected to provide legal protection (grant, heir and recipient) is duly made perfectly. The perfection of the deed of grant is determined by the data and information contained in it, so it is read in front of the judge when it is presented as evidence.

It is intended that Akat Grant is not so easily disallowed by judges in court. Because the Grant Deed noticed by PPAT (Notary and Camat) has only been used as a proof at the level of external and formal power that there has been a grant regardless of the substance of its material strength. So the power of proof is still very weak if the opponent denied.

As is the case with the case no. 149 / Pdt.G / 2017 / PA Mrs. Where between the Plaintiff who is a mother who sued the property of giving her husband to her 3rd child (Defendant) in the form of grant. The plaintiff in this case with his other eleven children is unaware of any grant being made by his father to his brother in the form of a house, which in fact the grant is merely a formal requirement that the Defendant may obtain ownership rights over the object of the case. Initially it is on behalf of the Defendant's father when

[1] R. Subekti, *Hukum Perjanjian*, Cet. Ke-VIII, Jakarta: PT Intermesa, hlm 43.

making such credit agreement and / or initial payment as the installment but because of the Defendant's father's inability to continue his repayments, the Defendant's father intends to transfer to the other party and the intention is submitted to the Defendant so that the Defendant prohibit and take over the repayment process of the object of the case and replace the advance payment already paid by the Defendant's father, until the installment is paid off. But to maintain the image in the eyes of the community, so that the transfer of rights and obligations is done in the form of grants, not in the form of sale and purchase.

II. FORMULATION OF THE PROBLEM

Based on the above background as well as clarify the problem to be examined, the authors propose some of the formulation of the problem as follows:

1. How does the legal judgment by a Maros Religious Court judge decide to annul the Deed made by Notary?
2. What factors influence the deed of grant as an authentic deed so that the strength of proof is weak?

III. THEORITICAL FRAMWORK

Theory of Law Enforcement

According to Lawrence Meir Friedman the success or failure of law enforcement depends on: Substance Law, Legal Structure / Legal Institution and Legal Culture. Friedman's theory can be used as a benchmark in measuring the law enforcement process. First: The Substance of Law: In Lawrence Meir Friedman's theory this is referred to as the Substantial system that determines whether or not the law is enforced. Substance also means products produced by people in the legal system that include the decisions they make, the new rules they are compiling. The substance also includes living laws, not just the rules of the law books. As a country that still adheres to the Civil Law system or the Continental European system (although some legislation has also embraced the Common Law System or Anglo Sexon) it is said that the laws are written rules while the unwritten rules are not legally declared. This system affects the legal system in Indonesia. One of the effects is the existence of Legality principles in the Criminal Code. In Article 1 of the Criminal Code it is determined "there is no criminal act which can be punished if there are no rules governing it". So that whether or not an action is punishable if the act has been regulated in the legislation.

The Second Lawrence Meir Friedman Theory: The Structure of Law / Legal Institutions: In Lawrence Meir Friedman's theory it is called the Structural system that determines whether or not the law is properly implemented. The legal structure based on Law no. 8 Year 1981 includes; ranging from Police, Attorney, Court and Criminal Implementing Agency (prison). The authority of law enforcement agencies is guaranteed by law. So that in carrying out its duties and responsibilities apart from the influence of government power and other influences. There is an adage which states "fiat justitia et pereat mundus" (though the world is collapsing the law must be enforced). The law can not walk or stand if there is no law enforcement officer who is credible, competent and independent. How good is a legislation if it is not supported by good law enforcement officers then justice is just wishful thinking.

Weak mentality of law enforcement officers resulted in law enforcement not working properly. Many factors affect the weak mentality of law enforcement officers such as weak understanding of religion, economy, recruitment process that is not transparent and so forth. So it can be asserted that law enforcement factors play an important role in legalizing the law. If the rules are good, but the quality of law enforcement is low then there will be problems. Likewise, if the rules are bad while the quality of law enforcement is good, the likelihood of the issue is still open.

The Third Lawrence Meir Friedman Theory: The Culture of Law: The legal culture according to Lawrence Meir Friedman (2001: 8) is the attitude of man to the law and the legal system-his beliefs, values, thoughts, and hopes. A legal culture is an atmosphere of social thought and social force that determines how laws are used, avoided, or abused. The legal culture is closely related to the legal consciousness of society. The higher awareness of community law will create a good legal culture and can change the mindset of the public about the law so far. Simply stated, the level of public compliance with the law is one of the indicators of the functioning of the law

IV. THEORY OF AGREEMENT

The Agreement, according to Subekti (1991: 1), is an "event in which one promises to another or where the two men promise to do one thing. From this event, a relationship arises between the two persons called an engagement. "In the Civil Code of 1313, it states that" the Covenant is an act by which one or more persons commit themselves to one or more others ". Another opinion is expressed by Rutten in Purwahid Patrik (1988: 4) which states that, "the covenant is an act which occurs in accordance with the formalities of the existing rule of law depending on the conformity of the will of two or more persons intended for the advent of the law from the interests of either party to the expense of the other party or for the mutual benefit of each party ".

From the opinions above, it can be understood that in the agreement there are several elements, namely:

1. There shall be parties, namely the subject of the agreement of at least two persons or legal entities and shall have the authority to perform legal acts;
2. There is agreement between the parties, which is fixed;
3. There is a goal to be achieved, and should not be in conflict with the public interest, morals and laws;
4. There is an achievement which is an obligation which must be fulfilled by the parties in accordance with the terms of the agreement;
5. There is a certain form, oral or written, because in accordance with the provisions of the law stipulates that only with a certain form an agreement has strong binding and strong evidence.

V. DISCUSSION

Legal Consideration By Maros Religious Court Judge So Decides To Cancel Grant Deed Made By Notary

The authority to examine and decide the case of withdrawal / cancellation of grants in this case is the authority of the Maros Religious Court, on October 11, 2017 with case number. 149 / Pdt.G / 2017 / PA.Mrs. The case occurred in 2017, registered in the register of the Maros Religious Court case, dated October 12, 2017 with case number 149 / Pdt.G / 2017 / PA.Mrs, regarding the request for grant cancellation. The case is filed by the Plaintiff, in this matter has granted / assigned to the Plaintiff's Power, hereinafter referred to as the Plaintiff.

Based on the result of the trial which has been held in the case no. 149 / Pdt.G / 2017 / PA.Mrs then the judge's consideration is as follows that based on the arguments of the plaintiff's lawsuit and the defendant's answer, then the subject matter in this case whether the grant made by the defendant's father (grant) to the defendant is contrary to law and must be canceled. Here as firstly it is considered that based on evidence of P1, P2, P3 and P4 which is not denied by the Defendant it is deemed proven that:

- Between the mother of the defendant and the defendant's father is as husband and wife.
- The defendant's father died on Wednesday, February 4, 2004.
- Plaintiffs and Defendants are the wives and children of the grant.

Whereas based on evidence of P8, which is not denied by the defendant, it has been proven that a Deed of Grant has been issued against the heirs to the defendant.

Whereas although it has been formally proven that the defendant's father (accepting) with the defendant's mother (the plaintiff) has granted the object of inheritance to the defendant, but based on the defendant's acknowledgment that the grant he received from the father and mother of the a quo lawsuit is only a formal requirement to obtain ownership of the object the inheritance that actually never happened grant but that happened between father of the defendant with the defendant is the sale and purchase, because the payment and reimbursement of money made by parents with their children then it is impossible to do formally, but based on mutual trust.

That therefore it has been found that the grant made by the defendant's father (grant) with the defendant's mother (plaintiff) against the heirs to the defendant is an engineering to fulfill the formal requirement for the handling of the name from the name of the defendant's father (grant) own defendant's name.

Whereas based on this consideration, the panel of judges is of the opinion that the evidence of P8 in the form of a deed of grant, is a deed containing falsehood which is considered as "intellectual falsity".

That is what is meant by intellectual falsehood as explained by M. Yahya Harahap. SH., In his Civil Procedure Law concerning Claims, Trials, Foreclosures, Verdict and Verdict of the Court, that authentic deeds containing intellectual falseness are authentic deeds whose content contained therein is contrary to actual or incompatible with actual circumstances.

Whereas Article 1335 of the Indonesian Civil Code states: "An agreement without cause, or made on the basis of a false or forbidden cause, has no power". that any act or agreement which does not have the power set forth in Article 1335 of the Civil Code means an act or agreement that was originally assumed to have never existed or never been born so that there has never been an act or covenant.

Whereas because the defendant's father (the grantee) with the defendant's mother (the plaintiff) has done a grant to something his property to the defendant, but the act is not a grant in substance, so the grant is considered never existed.

that based on these considerations, the panel of judges is of the opinion that the grant has been made by the defendant's father (grant) with the defendant's mother. (plaintiff) to the defendant against the object of the dispute is against the law, and the Grant Deed No: XXX / Mrs / IX / 1994, is declared to have no legal force.

Considering that since the aforementioned grant has been declared null and void, the arguments of the plaintiff's claim on the value of the wairis object exceed one-third of the total property of the deceased father's death, as well as the terms and conditions of the grant, as well as the statements of the witnesses the plaintiff in this case is not considered anymore.

Considering that with respect to the defendant's argument that the transaction between the defendant's

father and the defendant is a sale and purchase because the defendant has paid and replaced all expenses incurred by the defendant's father, both the base and the installment fee of the disputed object until paid off, the panel of judges is of the opinion that the arguments of the defendant are irrelevant to the principal issue of the case that it can not therefore be considered.

The lawyers in the judicial circles are not boteh leaving evidence, for anyone who argues that having the right or to affirm his right is obliged to show evidence because it is very influential in the case of a judge issuing a determination or a verdict. Determination is the court's decision on the case of the petition while the verdict is the court's decision on the lawsuit based on the existence of a dispute.

In decision making the judge is obliged to fair therefore must go through decision making process, that is:

a. Deliberation of the panel of judges

Deliberation of the panel of judges is a negotiation carried out to take decisions on the case submitted. In this deliberation every judge has the same right in matters (interview with, Dr. Mukhtaruddin Bahrum, SHI., MHI, Religious Court Judge Maros, dated 14 March 2018):

1) Contribute a legal event brought by the parties by viewing, acknowledging or justifying a legal event.
2) To classify law events means to classify legal events,
3) Constitution is to establish justice for justice seekers.

b. Legal Discovery Method

Legal discovery is the most difficult thing to do. Because the judge is considered to know the law (ius curia novit), whereas the judge does not know all the laws, because the law is many manifold, some are written there are also unwritten. But the judge must judge correctly.

Referring to Article 1688 of the Civil Code which reads:

"A grant can not be withdrawn nor abolished because of it, but in the following matters:

a. Because it is not fulfilled the conditions by which the grant has been done.

b. If the recipient has been guilty of committing or assisting a crime aimed at harvesting the soul of the recipient or other crime against the beneficiary.

Whereas according to positive law, grants granted to a person may be withdrawn as stipulated in Article 1688 of the Civil Code. "A grant can not be revoked and therefore can not be canceled, except in the following cases:

1) If the grant conditions are not fulfilled by the grantee.
2) If the person granted is guilty of committing or participating in an assassination attempt or any other crime in respect of a grant.
3) If the grant is falling poor the grant is refused to give him a living.

Whereas based on the legal facts obtained in the trial proves that the defendant has issued a deed of non-legal grant because obtaining it with the credit agreement is to replace the entire money from the defendant's father (grant) to accelerate the grant process. Because of the relationship between the child and the father, it is only done in the formality only by the way the defendant replaces all money from his father from the initial installment of the house until the object of case number III is paid off and paid by the defendant, and on that basis the defendant issues the deed of grant and reverses the name over the object. Moreover, the object of case number III has clearly violated the rule of Islamic Law Compilation "Grant which exceeds 1/3 of the granted object area is contrary to the law". The grant process is also unknown to the brothers of the defendant.

The withdrawal / cancellation of grants is deemed to satisfy the sense of justice and has a greater benefit because with the cancellation of the grant, the plaintiff can return to own land and house, otherwise if the grant is retained it will be plaintiff's misery. Because the purpose of withdrawal and cancellation of the grant is good, just to split the inheritance of the defendant's father and the plaintiff.

The reasons and considerations of the law in advance, then the cancellation of the grant proposed by the plaintiff is deemed to have been eligible and based on the law, therefore the verdict of the Martian Denial of Religion can be defended by claiming the claimant's claim

On the other hand, in the judgment, the judge does not consider any conditional grant (compensation) as in this case, where the parties both the sharecrops and the beneficiaries of the grant intend to transfer ownership of the land and buildings thereon in the form of a grant rather than in the form of sale and purchase for reasons kinship. So the repayment of the remaining credit and replacing the advances already paid The sharer is a requirement for the Grantee. In the case of conditional grants, if the conditions that have been made are not fulfilled by the grantee, Article 1688 of the Civil Code can be revoked or can be withdrawn by the Shipper. Whereas in this case the grantee has fulfilled these conditions so that the injured party in this case is the beneficiary of the grant / Defendant.

According to Article 210 paragraph (2) of the Compilation of Islamic Laws that: the sharer is a person who is at least 21 years of age, sensible and without coercion may grant as many as one third of his property to another before two witnesses to possess .

The requirement, as set forth in the above article has not been fulfilled because in this case, it was

found that the property granted to the Defendant exceeds 1/3 of the grant property. What is very unfortunate is the PPAT party that makes the Grant Deed is not checking the certainty of the property granted from the overall wealth of the grant and ask what the motive is on. Because although the judge considers the conditional grant but because the granted property exceeds Legitime Portie according to the investigator the Judge will consider Article 210 paragraph (2). because the Judge considers this case to contain a falsity deemed to be an "Intellectual Falsehood", as explained by M. Yahya Harahap, that an authentic deed containing intellectual falseness is an authentic deed whose contents are contained therein contrary to actual or incompatible with actual circumstances.

VI. FACTORS THAT CAUSE WEAK THE POWER OF PROOF OF GRANT DEED

Analysis of Legal Substance

In the provisions of Article 210 paragraph (1) of the Compilation of Islamic Law, it is stated that "a person who is at least 21 years of age, sensible and without coercion may grant as many as one third of his property to another person or institution before two persons witness to have "

This provision is an applied law of the Religious Courts in Indonesia based on Presidential Instruction No. 1 of 1991 on the Compilation of Islamic Law, which has not been included in the part of the structure of legislation applicable in Indonesia, pursuant to Article 7 of Law No. 12 of 2011 on the Establishment of Legislation –Invitation. Article 8 of Law Number 12 Year 2011 states that the types of legislation other than those referred to in Article 7 above, are acknowledged to exist and have legal force as long as it is mandated by higher laws and regulations.

Presidential Instruction No. 1 of 1991 on the Compilation of Islamic Law has not yet entered into the hierarchy of legislative structures in Indonesia so that its validity has not been binding generally to Indonesian citizens including to Land Acquisition Officials (PPAT). Whereas such provisions govern the harmonious terms and conditions and the validity of a grant according to Islamic law, and the fate of the Deed of Grant is null and void if the grant does not meet the provisions of Islamic law, as exceeding the Legitime Portie (1/3 part) of the property, as regulated in Article 914 Civil Code, ie ½ of the estate if one child, 2/3 if two children and ¾ part if three children of the inheritance. Mafkhum Mukhalafahnya that the rest of the Legitime Portie can be granted after everything has been resolved pautnya. It is in this context that grants for non-Muslims may exceed 1/3 part if the child alone. For the Religious Court as a special judicial authority institution for Muslims in Indonesia in the case of the grant does not refer to the Civil Code but to the legal norms as contained in the KHI implementation through Presidential Instruction No. 1 of 1991 which by PPAT has not been guided by it.

In an effort to provide legal protection to the public interest, it is necessary to reflect on the opinion of Phillipus M. Hadjon, stating that:

'Legal protection for the people as a preventive and repressive government action. Preventive action aims to prevent the occurrence of disputes and expects the government to be careful of the nature of decision-making based on discretion, whereas repressive measures aim to resolve disputes, including their handling in judicial institutions ".

From that opinion it implies a meaning that for the protection of the law, the government and / or authorized officials including PPAT should take the initiative to take preventive action to prevent the occurrence of dispute at least the product of the Deed which it creates can protect the rights of grantee, grantee or heirs.

Dr. Legal practitioner Mukhtaruddin Bahrum, SHI., MHI. (Religious Court Judge Maros) argues that:

"Grants are problematic, and the current Grant Deed has been some of those annulled by the Religious Courts of Maros because of its many weaknesses, and to cover the weaknesses of the Grant Deed and to have the perfect proof power the grant deed needs to be anticipative against the possibility of a grant invalidation suit from the Expert Inheritance of the grant by completing important data recorded in the Deed, such as the intention and motive of grant, approval of immediate family etc, so that even if there is a rebuttal but with the data and information recorded in the Deed of Grant, then the reason of the grant suit by itself indisputable ".

Then if we look at the provisions of Article 212 KHI which reads entirely: "Grants can not be withdrawn, except the grant of parents to their children". This provision is still unclear, resulting in different interpretations or opinions between judges with each other concerning the criterion of parental grants that can be withdrawn, ie some say only pure grants, if the conditional grant (compensation) should not be because it has been agreed with the foundation of pleasure . The revocation of pure grants does not govern such criteria as the guidance of legal practitioners. In Article 211 KHI only states that Grants from parents to their children can be counted as inheritance ".

With the provision that the parent grants to the child can be withdrawn is a confusion, because it is not formally regulated in the prevailing laws and regulations. Under such circumstances, PPAT tends to make the Deed of Grant as well as the desire to confront, legitime portie as regulated in the KHI or in the neglected Civil Code which causes the strength of proof of the Deed of Grant due to the substance of the law.

VII. ANALYSIS OF THE LEGAL STRUCTURE

The legal structure is intended to be the official of the land deed (PPAT) in the making of the Deed of Grant so far it has not revealed any important and decisive data and events in the Deed. The weakness of proving the Grant Deed of this aspect is due to the following:

a. Notary as PPAT apatis does not want to enter the affairs business much, and just accept whatever the grant of the grant. This attitude arises because confrontants usually do not want to be asked a lot, and tend to look for other PPAT if urged with questions related to their intent and purpose;
b. Noraris as PPAT is reluctant to give input or guidance to the grant about the grant, the institution is not an advisory body;
c. Notary as PPAT, do not want to ask much to the grant of the intention of granting his property, and do not want to know what property other than granted still exists, because they feel that the institution is not a treasure recorder;
d. The sharpeners are not transparent, dishonest and favoritize the family in granting their property;
e. PPAT, based on the principle that the institution is only a professional institution in providing services in the deed of making the deed including the deed of grant, and feel its institution is not the guarantor institution of the rights of the parties.

Some of the above indicators are highly relevant to the results of interviews with some respondents, especially those who represent Notary as PPAT, in relation to the discourse of the need for inclusion in the Grant Agreement regarding the purpose and background of the grant, the assets of the grant, the approval of the close family, and the witness of the community leaders as follows:

Mustahar, SH., M.Kn (Notary / PPAT), assigned in Makassar stated that "The inclusion of the motive and the background of the grant and the assets of the grant into the deed of grant in principle agree only with the release of No. 8/2012 Concerning Amendment to Regulation of the Minister of Agrarian Affairs / Head of National Land Affairs Agency no. 3 of 1997 on Land Registration, by BPN prohibits adding to the contents of the deed in the blank and refuses to discipline the certificate if it is not in accordance with the instructions. So that the constraints and dilemma so that the PPAT did not dare to add other than the desired penyadap, because our authority only records what the law deeds are confronted to do, let alone Notary as PPAT is not a collection of wealth of the clones, but only serve and record in the deed what they and they want. "

Misrawati, SH., M.Kn (Notary / PPAT), assigned in Maros city stated that the inclusion of the purpose and the motive / background of the grant and the assets of the grant into the Deed of Grant in principle agree, interfere with their desires, we ask that question, let alone be included in the Deed of Grant. While the approval of immediate family / heirs, enough approval by a separate deed as an attachment of the Deed of Grant, do not need to be contained in the Deed of Grant.

VIII. ANALYST AGAINST LEGAL CULTURE SOCIETY

It is also not less important than the substance of law and legal structure is related to legal culture (legal culture). The legal culture of the community is very influential also on the attitude of PPAT in making the Deed of Grant.

Hermin Hadiati Koeswadji pointed out that "Cultural factors are at the core of the concept of the legal system, because the legal culture is the values and attitudes of the people in it including the implementation of the law that determines what is used and why it is used, which rules are implemented and which are not implemented, all these are incoming problems within the sphere of legal culture ". Attitudes that have been entrenched in society to the issue of grants, are grants with the basis of favoritism between children one to another, between the nephew one with the other if the childless grant, as well as public discouragement of his property when wanting to confront his property to a particular person, often closed -cover so others do not know the granted property, including by their own children. This condition is revealed in a study conducted by Misrawati, SH., M.Kn (Notary / PPAT), stated that:

The clerk who came with the intention of granting his property (land) to someone, usually not transparent / closed and did not want to bring the heirs, as well as reluctant to reveal his existing treasures, let alone record his property that does not move into the Deed of Grant, even tend to seek other Notary / PPAT if urged for the interest, so with attitude sebahagian society like that, as a profession which expect many klain, then we still serve by registering grant what is cool by confront ". Therefore, with the attitude of the people who are less transparent, as mentioned from the above interviews, it can be concluded that the imperfection of the Deed of Hibah by not containing the necessary important data, caused by "community culture" factor, namely:

a. The lack of transparent public attitudes about their remaining assets at the time of grant other than granted;
b. The attitude of people who are less honest so choose excessive love;
c. The attitude of the people who are still very closed for giving grants to whom he wants, and only discovered after death.

As a result of such a society's attitude, there is a social imbalance, namely the discrepancy between the expected goal (dassollen) dimensionless takarruf, love and social solidarity, affection, but in reality (dassain) ends with hostility, hatred, and this reality will be discovered after the grant died. By chusaimat T. Yanggo, Hafidz Anshori, states: "The grant that occurs and entrenched in that society has a dimension of takarruf and social dimension. On the other hand, sometimes envy and hatred. Dimension takarruf to Allah SWT. in order to narrow the gap between family relationships and foster a sense of solidarity and social awareness. " Therefore, between the legal substance, legal structure and culture of the society law determine the achievement of a goal, including the purpose of the Deed of Grant as a perfect and binding evidence, which is expected to protect the material rights of a person acquired through the grant, so that a harmonious living conditions in a sustainable society.

IX. CONCLUSION

Based on the description of the discussion in the previous chapter it can be drawn to a conclusion as follows:

a. The legal considerations used by the Religious Judges of maros in deciding the case Number 149 / Pdt.G / 2017 / PA.Mrs, namely the cancellation of the Deed of Grant is based on Article 1335 of the Civil Code which is essentially an agreement made under a false / does not have power, meaning deeds or covenants that were originally assumed to have never existed or never been born so that there has never been an act or covenant. In this case, the judges did not consider the existence of a conditional grant (compensation), as in this case, in which case the new grant can be canceled if the terms made / agreed upon are not executed by the grantee.
b. Factors that affect the weakness of the verification power of Grant Deed is due to internal and external factors. The internal factor is because the Grant Deed itself does not include any decisive supporting data. While the external factor is a factor of legal substance that has been only regulated in the Compilation of Islamic Law (KHI) applied through Presidential Instruction No. 1 of 1991, in addition also due to legal structure factors relating to Human Resources (HR) PPAT that has not been widely understood on Islamic law. Another factor is the culture of the community that has not been transparent, preferably in the grant to the family or other parties.

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