Legal Certainty of the Position of the Executor of the Will in the Deed of Will

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Abstract. A will (testament) is a deed that includes a person's declaration of what he intends to happen after his death and the process by which it can be changed. The people named as heirs are listed in the testator's will, which may also include information about the inheritance split among the heirs. In a will (testament) it can also contain gifts in the form of one or several certain objects, for example, the gift of a car and so on. Giving through a testament is called a testament grant (legaat). In the event of a will grant deed, a notary can offer advise or input to the testator so that the will that is produced does not stray from the rules that have been defined, which could have negative effects on the deed's legality. A testamentary grant can be made by the testator himself or notarially. The Civil Code's Article 1020 states that: "If the heir does not appoint people who will act as a substitute for the manager who is unable to attend, then this will be determined by the District Court after hearing the prosecutor's office," where there is an empty standard if the executor of the will has no replacement to carry out the duties as executor of the will. This explanation indicates that it is unclear when the task of carrying out the Civil Code's intention will be completed (fuzzy norms).

Keywords: Executor of Will · Deed of Will

1 Introduction

A grant is essentially a gift that is given to someone else while they are both still living and the distribution is done while the donor is still alive. Usually these gifts will never be reproached by relatives who do not accept the gift, because basically a person who owns property has the right and is free to give his property to anyone. Actually, this grant does not include inheritance law material but includes the law of engagement as regulated in book III, chapter ten, Burgerlijk Wetboek (BW). In addition, one of the requirements in inheritance law for the inheritance process is the presence of someone who dies leaving behind a number of assets. Whereas in a grant, the person giving the grant is still alive at the time of the implementation of the grant. (Adrian Sutedi, 2013: 18).

The Civil Code's Articles 1666 to 1693 provide requirements that govern the legal justification for grants. A grant is the deliberate transfer of ownership rights to a third party through legal means. Other modes of transferring rights exist in addition to the formal legal act, including trading, purchasing and selling, customary gifts, profits from

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the business (inbreng), and testamentary donations (legaat). Grants are legal acts with a monetary aspect in which rights are transferred while the right holder is still living; however, will grants are an exception to this rule. According to the rules of Article 1682 of the Civil Code, which says that the granting of immovable objects is carried out using a Notary Deed, a Notary is a public official who is qualified to produce a Deed of Grant. The grant's implementation may be deemed void and voidable if a notarial deed was not used. However, the rules of Article 1682 of the Civil Code are not applied to grants whose goal is land.

A will grant is governed by the provisions of Article 957 of the Civil Code, which states: "A will grant is a special testamentary determination, whereby the person who bequeaths to one or more people gives certain items from his inheritance or gives goods of a certain type, for example, all of his movable or immovable property, or granting usufructuary rights over all or part of his inheritance." In a will (testament) it can also contain gifts in the form of one or several certain objects, for example, the gift of a car and so on. Giving through a testament is called a testament grant (legaat). A testamentary grant may be executed by the testator personally or notarially; in the latter instance, a notary may offer the testator advice or input to ensure that the executed will does not stray from the established regulations, which could result in legal faults of the deed. This is a will that is taken by the testator on the basis of special rights.

A law requires that there be a special stipulation and what is meant by a special stipulation is that the goods that are donated in a will must be stated explicitly and clearly, because it requires the appointment of certain goods or certain goods or all goods of a certain type. Notaries and PPATs have different authorities from each other. When creating a document including the transfer of land rights by a testamentary grant, the Notary has different jurisdiction than the PPAT. A notary is only permitted to create wills that contain bequests made by the testator while the testator is still alive, according to the restrictions of Article 1682 of the Civil Code.

As for the provisions of Article 112 paragraph (1) a point 3 letter b of the Regulation of the State Minister of Agrarian Affairs/Head of the National Land Agency Number 3 of 1997 concerning Provisions for the Implementation of Government Regulation Number 24 of 1997 concerning Land Registration (PMNA/KBPN Number 3/1997), it is stated that: The PPAT Deed relating to the grant made by the executor of the will on behalf of the grantor of the will as the implementation of the will whose execution is allowed to the executor of the will A will (testament) is a deed that includes a person's declaration of what he intends to happen after his death and the process by which it can be changed. The parties named as heirs may be listed in the testator's will along with information about the inheritance amounts to be given to the heirs. According to the Civil Code, there are two (two) different types of wills that can be distinguished based on their contents: (1) Wills of Appointment of Heirs (Erfstelling) and (2) Wills including grants or will grants (legaat).

According to Civil Code Article 1020, "If the Heir does not appoint people who will act as a substitute for the Manager who is unable to attend, then this will be determined by the District Court after hearing the office of the Prosecutor," where there is a blank standard if the Executor of the Will has no substitute to perform the duties as Executor of

the Will. This description suggests that the task of carrying out the Civil Code's intention does not have a clear conclusion (fuzzy norms).

2 Method

The approach to research that is employed in empirical legal research. The fundamental issues relating to societal values are examined through empirical legal study. In this situation, legal study is employed to provide arguments, hypotheses, or novel ideas that serve as solutions to the current difficulties. Because the expected response in descriptive science is true or false. Even if the anticipated responses in legal study may be accurate, appropriate, inappropriate, or incorrect. As a result, it can be claimed that the outcomes of legal study already have value. (2009) (Peter Mahmud Marzuki: 9).

3 Discussion

3.1 Legal Certainty of Implementing a Will According to the Provisions of Article 112 Section (1) A Item 3 Letters B (PMNA/KBPN Number 3 Year of 1997)

The regulations governing the matter of 2 (two) people who may be related to the existence of inheritance are explained in title 14 of the BW book I (Articles 1005 to 1022), namely: first, who carries out the testament (executeur testamentair) and secondly, Management of the estate (bewindvoerder van eennalatesnchap). The joint heirs are authorized to carry out the testament and manage the inheritance, before it is divided between them, if there is no stipulation from the person who left the inheritance. It is very likely that the person who leaves the inheritance is worried, lest there will be chaos, if in carrying out the testament and managing the inheritance it is simply given to the joint heirs. In connection with this, Burgerlijk Wetboek gives the possibility for people who leave an inheritance to appoint a person who carries out the testament and or an inheritance manager. A will can appoint a person who is in charge of carrying out the execution of his will. This person is called the executor of the will, in French he is called the executor testamentair. The executor has the duty to carry out actions which, if not held by the executor of the will, are carried out by the heirs. Execution in the hands of one person guarantees a more flexible management than when several people have to work together, and also, each other's heirs often have conflicting interests. (J. Andy Hartanto, 2009: 27).

It is sometimes necessary to appoint an executor, even if there is only one heir, because the interests of the heirs are different from the interests of the legislators. In actuality, the power to choose this executor is frequently utilized. It is normal for one of the heirs to be named executor (for example, a husband or wife whose life is longer if he inherits together with children). According to Article 1005 of the Civil Code, a person who inherits is permitted to name one or more executors of a will in a will, a private deed, or a special notarial deed. He can also appoint various people, so that if one is unable, he can be replaced by someone who can take his place. According to the rules of Article 1005 of the Civil Code, the executor-testamentair, or executor of the will, is responsible for ensuring that the deceased person's wishes are carried out exactly as they

were intended. Additionally, this relates to Article 1007 of the Civil Code, which states as follows: An executor of a will by the person who inherits can be given control over all inherited objects, or over a certain part thereof. Thus, it can be stated that the executor of the will is the representative of the heirs, as long as no one accepts as an heir, then the executor of the will for the heirs as future heirs, whose identity cannot be ascertained. (Supriadi, 2012: 45).

Such a legal form is also found, for example, in a person who is trusted (trustee) for a bond loan, also there is not yet known who the person who will be represented is. Representatives of this inheritance can only be accepted by teachings that argue that the inheritance is a legal entity, indeed the inheritance under certain circumstances (beneficiary acceptance, allowance for budget) can acquire characteristics that bring it closer to a legal entity, but there are no the person who will accept that an inheritance in which there are no special events, will have the character of a legal entity. The executor acts out as a representative of the heirs, and against the heirs he has his own rights. We often encounter this double form, namely in connection with the authority to represent with a rather large degree of freedom (remember the trustee, namely the person who is trusted in the loan of bonds and also the issue in connection with Article 1178 of the Civil Code, namely the condition to sell yourself on a mortgage). For implementers, the problem is the exact opposite. He will not be able to carry out his duties if the heirs are often not compatible with each other, then he can also act beside him. An heir can appoint an executor in 3 ways: 1) In testament 2) With a deed under the hand, which is written and dated and signed by the person who left the inheritance, which is listed in Article 925 BW and is called a codicil. 3) By a special notarial deed.

The special term here does not mean that the notary deed cannot contain other things than the election of a person who carries out the testament, the special term must be interpreted more broadly, namely that in the notary deed other things can also be contained, but limited to things by the person who leaving an inheritance is determined to be done after he dies. It is possible that more than one testator will be chosen, with the aim that if one person is absent, he can be replaced by another person, according to paragraph 2 of Article 1005 BW, with the aim that if one is absent, he can be replaced by another person. In Article 1016 of the Civil Code stipulates that, the heir of the inheritance can determine that the executor of the will by working together, that is, each has a part of the testament to be carried out. Based on the above article, it can be concluded that the person carrying out the testament is not authorized to appoint his own successor. It is the heir who must appoint the executor of the will. The executor of the will does not have the authority to appoint an executor of the will beside him or to appoint someone as his successor. The heir is also not allowed to give that authority to him, if there is no executor (died or fired and so on) then the judge is not authorized to appoint another person as his successor. Provisions for managers as stated in Article 1020 of the Civil Code, may not be implemented analogously to the executor of the will. At the pre-end of the title in question, it is stated that people are not obliged to receive orders to carry out the control of the executor of the will, but if people receive the order, then they must run it until it runs out (Article 1021 of the Civil Code). The heir has the freedom to appoint more than one executor.

Every application for registration service for the transfer of land rights or Ownership Rights to Flat Units due to sale and purchase must be accompanied by a photocopy of the BPJS Health Participant Card, according to a letter from the Director General of PHPT dated February 14, 2022 with the number HR.02/1S3–400/II/2022. Additionally, the HR.02/164–400/II/2022 letter from the Director General of PHPT outlines a number of items, including: 1) Implementation will take effect on March 1, 2022. 2) The registration of the transfer of HAT or HM SARUSUN resulting from the sale and purchase that has been received is complete and complies with the requirements, and shall be carried out in line with the rules in effect prior to the implementation of this article. 3) The application of this provision is aggressively promoted to associated parties by the Head of the BPN Regional Office and the Head of the Land Office.

Article 1019 warns of the right of the person who leaves the inheritance to choose a manager in which case only the right to reap the results (vruchtgebruik) is given to the heirs, or in the case that the heirs are immature or under the supervision of a curatele (pardon)., or in the case of fidei commis, ie if an heir is given the obligation to then hand over the inherited objects to someone else. The heir gives a will to a testament executor or to appoint an inheritance administrator is to avoid the waste of inheritance by the heirs. So usually people distinguish between 4 (four) management events based on a will, namely: 1) Management of the property that is passed on to a person who is not yet an adult. 2) Management of goods that are encumbered with usufructuary rights 3) Management of goods controlled by fidei commis 4) Management other than those mentioned above.

The various types of management that are appointed with a testament, the most common thing is the appointment of the management of inheritance that is passed on to people who are not yet mature. The position of managing inheritance for those who are not yet mature with other management positions is that he is considered an expert. Management of the goods designated on the fidei commis. For example, I place the items designated on the fidei commis, as long as the fidei commis is under management. Regarding the management, I stipulate the following: I am appointed as the bewindvoerder Mr. X, the bewindvoerder may plant and replant the inheritance in the form of money. He can always make changes in planting without the help of the usufructuary or owner.

At any time the heirs can terminate the control of the executor of the will by proving that all the inheritance has been paid, and if the executor of the will is assigned to pay the debt, the heirs can terminate the control of the executor of the will by proving that the debt has been paid. The end of the task of executing the will (executeur testamentair), namely: 1) If the task has been completed. In Article 1014 of the Civil Code, the executor is still required to assist the heirs at the time of division and separation. 2) If the executor dies. His authority is not transferable to his successors in accordance with Article 1015 of the Civil Code. I hope this makes sense because the executor testamentaire was chosen based on his personal qualities. 3) If the executor has occurred, he is not competent to carry out his duties as executor. 4) If the executor has been terminated, for neglecting his duties as executor.

Neglect can only result in dismissal, if it becomes negligence so that considering the circumstances, dismissal must be carried out. The last obligation of the executor is to

make calculations and be responsible for everything that is controlled from the budget. The heir cannot relieve the executor of this obligation. If the executor dies before carrying out calculations and accountability, then his obligations must be carried out by his heirs. The calculation and accountability must be carried out by the executor at the end of the management. Usually this is done before the division and separation of the budget is held, but that doesn't have to be the case. The costs that must be incurred by the executor are charged to the inheritance.

Of course, the bezit given to the executor of the will also stops when the executor of the will stops, because the control is only part of it. According to Article 1007 paragraph 3 of the Civil Code, the control cannot be valid for longer than one year starting from the time the executor of the will can control his inheritance. However, the wording of the Article is not very clear and therefore gives rise to interpretation among the authors. There are those who read that the bezit is valid for only one year unless the heir determines otherwise, and there are those who read that the bezit is, after all, only valid for one year. The author is more inclined to follow the first opinion, namely that the mastery is valid only for one year if not specified otherwise. There is no reason why the tenure should only be valid for one year.

Therefore, the executor of this will must be rounded up according to his own nature and practical needs, as long as it remains within the level of work in the form of budget settlement. At any time the heirs can terminate the control of the executor of the will by proving that all the inheritance has been paid. If the executor of the will is assigned to pay the debt, the heirs can terminate the control of the executor of the will by proving that the debt has been paid. The executor of the will ends when: 1) If the task has been completed. In Article 1014 of the Civil Code, the executor of the will is still required to assist the heirs at the time of division and separation. 2) If the executor dies. His power according to Article 1015 of the Civil Code does not transfer to the heirs. If this is clear, it is because the executor of the will is appointed due to his personal characteristics. 3) If the executor of the will becomes incompetent, and a married woman 4) If the executor of the will is dismissed for neglecting his duties. The last obligation of an executor of a will is to make calculations and accountability, then his obligations must be carried out by the heirs. The executor and accountability of the will must be carried out by the executor of the will at the end of its management. This means at the expiration of the expiry of the control, not at the expiration of the executor of the will. Usually this is done before the division and separation of the budget is held, but it doesn't have to be. The executor of the will does not have the right of retention until he is granted exemption from calculations and accountability. The costs incurred by the executor of the will are borne by the inheritance. In the provisions of Article 1021 BW, if the heir does not determine wages for the administrator of the inheritance and also he is not given a relief that can be considered a wage for him, then the administrator of the inheritance can calculate the wages as stipulated in Article 411 BW for the guardian (voogd). From an immature person, namely 3% of the proceeds, 2% of the output money and 1½% of the capital received by him for the inheritance.

3.2 Construction of Legal Certainty Laws Against Wills

In essence, the testator has the right to remove (revoke) a will at any moment (will maker). There are two (2) ways to withdraw money: 1) strictly by revocation of the will As stated in Article 992 of the Civil Code, a will may be expressly cancelled by creating a new will or a special notarial deed in which it is made clear that the prior will is revoked in whole or in part. According to Article 992 of the Civil Code, the term "special" refers to both things that are canceled and things that may repeat what was said in a prior will. 2) Secret will revocation According to Article 994 of the Civil Code, a will is secretly revoked when a new will is made that contains instructions that conflict with the prior will.

If the will is revoked secretly, the new will does not explicitly revoke the previous will, canceling the previous will as long as the previous will contradicts the new will. However, if the new will is void as a will, the provisions of this article do not apply. Only as a notarial deed is what is still valid. It is possible to draw the following conclusions from the provisions of Article 994 of the Civil Code: a) If the testator has issued more than one testament, then all of them can be carried out except the testament which was issued and then expressly revokes the previous testament; b) A testament issued earlier can only be carried out as long as it does not conflict with the contents of a testament issued later. c) The last testament issued must be implemented first and if there is still a boedel left after the last testament is carried out, it will be given to the previous testament to the oldest testament.

Given the very importance of a will on one's inheritance, if a will occurs, it should be strengthened with evidence that can avoid disputes in the future. For example, if the will is stated verbally, then it should be before witnesses who can be trusted and have no interest in the inheritance. A will or testamentary grant can be canceled by the testator, namely a will made before a notary. According to Article 875 of the Civil Code, a will is a deed that contains a person's declaration of what he intends to happen after his death. He has the power to cancel a will. In a similar vein, testamentary grants may likewise be reversed or cancelled.

According to article 992 of the Civil Code, a will may be revoked by means of a new will or a special notarial instrument in which the testator expresses his desire to do so. in whole or in part. A will or testament will also be null and void if it is in disagreement with the criteria set forth therein as governed by Articles 997 of the Civil Code through Article 1004 of the Civil Code, including: 1) The property described in the will is lost while the testator is still alive or happens after the testator's death, but it is not the result of an error or mistake on the part of the heirs. 2) If the contents of a Legacy have been given back to the testator or grantor, any interest, receivables, or claims for debt contained in the Legacy are null and void. 3) The grantee's (legatary's) successors ostensibly reject the grant or are otherwise ineligible to inherit.

Article 834 of the Civil Code states that: "Heirs have the right to file a lawsuit to obtain their inheritance against all those who hold possession of all or part of the inheritance on the basis of rights or without rights, as well as against those who have slyly terminated the inheritance". Petitio heredity rights, namely the right to sue a person or other heirs who control part or all of the inheritance that is their right. Every heir has the right, under the Petitio Hereditary Right, to request that any property or funds, including inheritance, be

given to him if it is under another person's control. According to the Civil Code's Article 834, as was already indicated, an heir has the right to demand that everything, including his inheritance, be given to him in accordance with his heirship rights. According to Subekti, this right of prosecution resembles the right of prosecution of an owner of an object, and according to the purpose of the prosecution it must be directed at the person who controls an inherited object with the intention of owning it.

According to how this article reads, it is clearly stated that heirs have the right to sue for anything related to inheritance that must be given to them if something goes wrong, such as when the inheritance is not given to them. They also have the right to demand everything that is part of the inheritance. Inheritance from the heir to the person in charge of the inheritance to be given to him in accordance with his heirship rights. According to the law, a deceased person's heirs are entitled to all property left behind by that person. If the testator does not create a will, the inheritance clauses based on the new law still apply.

According to Article 834 of the Civil Code, the heirs are not affected by the cancellation of a will because it typically only affects the will's object, which is partially not the testator's property. However, under the law, the heirs are still given legal protection to obtain the testator's right to inheritance by bringing a lawsuit through the District Court. A will prepared before a notary may be revoked if it fails to satisfy the necessary conditions for being considered an authentic deed, i.e., if the explanations or things written in the will are accurate or true (material). Article 1868 of the Civil Code defines an authentic deed as a document prepared in the manner prescribed by law by or in the presence of a public official authorized to do so at the location where the deed was made. An authentic deed, in accordance with Sudikno Mertokusumo, is a letter that has been signed and contains the facts supporting a claim or an agreement that were all made with the objective of serving as evidence.

The items included in a will are often those that the testator will leave to his heirs; for instance, real estate items need to have a property deed with the testator's name on it to serve as legal documentation of the testator's ownership. Indicate to the heirs exactly what will be inherited, including its size, color, and shape. However, it is different with the executor of the will (executeur-testamentair), where to the executor of the will, the grantor because of the will (heir) can give control over all goods from the inheritance, both fixed and movable goods, or certain parts thereof.

The control according to law may not exceed one year, starting from the day when the executor can control the goods. If the heirs agree, they can terminate the possession, provided they allow the executors to pay or deliver the grants because of a pure and unconditional will, or show that the delivery of the grants has been carried out. The executor of the will is responsible for seeing that the grantor's last wishes are carried out on behalf of the heir, and in the event of a disagreement, the executor files a claim with the court to maintain the deed of grant's validity as a result of the testator's testament. The executor of the will (executeur-testamentair) who controls the inheritance, even before the Court, has the authority to collect receivables that are due and can be collected during the tenure.

They are not authorized to sell the inherited property with the intention of making distributions. At the end of the management, the executor of the will is obliged to provide

calculations and accountability to the people concerned, by surrendering all goods and including inheritance, along with the closing of the calculation, so that the distribution between the heirs can be made.

The end of the executor-testamentair task, namely: 1. If all tasks have been completed. 2. The executor of the will (executeur-testamentair) dies, Article 1015 of the Civil Code states that the power of an executor of a will does not pass to his heirs. 3. Fired, dismissal occurs if the executor of the will is negligent in fulfilling his obligations. Article 1022 of the Civil Code states that the executor of wills, as well as the administrators of inheritance, which are mentioned in Article 1019, can be dismissed for the same reasons as applies to a guardian.

In general, in a grant due to a will, the grantor of the will appoints the person who receives the grant because the will is simultaneously appointed as the executor of the will (executeur-testamentair), but it may happen that the person appointed as the executor of the will is another person, not the recipient of the grant because of the will.. In this case, if the recipient of the grant by virtue of a will is simultaneously appointed as the executor of the will, the power of attorney does not fall. On the other hand, if the executor of the will is another person (not the recipient of the testament grant) then the power of attorney will be invalid.

Under certain conditions, a bequest or testamentary grant may be cancelled. The reasons for the cancellation of a legacy or testamentary grant are: 1) The object no longer exists or is destroyed beyond the fault of the heirs (Article 999 BW); 2) The person who will receive the will does not exist because in the implementation of the inheritance or testamental grant there is no known plaatsvervulling (Article 975 BW); and 3) The person who receives the testament grant refuses or is declared incompetent to enjoy (Article 1000 BW). In addition to the reasons above, the granting of a legacy or testamentary grant must also be in accordance with the provisions in the BW. One of the provisions that must be complied with is the legitime portie provision or the absolute part regulated in Article 913 BW. Similar to grants, violation of the provisions of the legtime portie or absolute part in the inheritance or testamentary grant will cause the inheritance or testamentary grant to be canceled due to demands from the heirs who are entitled to the legtime portie or absolute share.

Based on Article 983 BW, it is regulated that the heir must surrender the object that is bequested in the same condition as its existence on the day the testator dies. This is to avoid fraud from the heirs who may reduce or change the inherited property for their own benefit. Additionally, it is governed by Article 964 BW specifically for immovable property that, unless otherwise specified in the will, moveable property additions to movable objects (such as land or buildings) are not included in the grant. The Third Amendment to the Regulation of the State Minister of Agrarian Affairs/Head of the National Land Agency Number 3 of 1997 concerning Provisions for the Implementation of Government Regulation Number 24 of 1997 concerning Land Registration has been issued by the Minister of ATR/BPN Regulation Number 16 of 2021 in order to ensure legal certainty for the will grant deed. If it is specified in the will grant deed, the beneficiary of the will grant may serve as the executor of the will. The testamentary grant may still be carried out even if the will's executor isn't named or if their whereabouts are unknown (afwezigheid).

In accordance with the terms of Article 112 paragraph (1) letter a, number 3, and point jo. According to Article 111, Paragraph 1, Letters C, Numbers 5 and 6, and Paragraph 5, Permen ATR/BPN Number 16 of 2021, the grantee must submit a certificate of inheritance rights from a notary, a certificate of inheritance from the Balai Harta Peninggalan, a deed of granting inheritance containing the designation of land rights or ownership rights to the respective recipient, or a certificate of inheritance from the Balai Harta Peninggalan. A will grant's intended purpose of transferring land rights can be accomplished with the PPAT grant instrument without any urgency. According to Regulation No. 3 of 1997 by the State Minister of Agrarian Affairs/Head of the National Land Agency, which is based on Article 112 paragraph (1) letter a, number 3 point a. Regulation of the State Minister of Agrarian Affairs/Head of the National Land Agency Number 3 in 1997 concerning Provisions for the Implementation of Government Regulation Number 24 of 1997 concerning Land Registries, as amended, Article 111 paragraph (1) letter c numbers 5 and 6, and paragraph (5) Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia. To put it another way, since both will grant deeds and PPAT deeds are genuine deeds, the PPAT deed can be replaced with one.

4 Conclusion

According to the provisions of Article 112 paragraph (1) a point 3 letter b (PMNA/KBPN Number 3/1997) in relation to Article 1005 of the Civil Code, the executor-testamentair or executor of the will is tasked with ensuring that the will is actually carried out in accordance with the deceased person's wishes. The District Court may take the following actions if there is a disagreement regarding a will because the will and the grant don't follow the rules of an engagement or are illegal: If the subject of the dispute is a moveable item, the complaint for annulment or ratification of the will must be filed in the district court where the defendant or one of the defendants resides as well as in the district court where the subject of the dispute remains or where the defendant is. The heirs or other interested parties may bring a lawsuit for the cancellation of grants and wills if the grant exceeds one-third of the testator's or grantor's property, and claims for ratification of grants and wills must be in the form of disputed claims.

Bibliography

Adrian Sutedi, 2013, Kekuatan Hukum Berlakunya Sertipikat Sebagai Tanda Bukti Hak Atas Tanah, Cipta Jaya, Jakarta.

Ali Afandi, 1997, Hukum Waris, Hukum Keluarga & Hukum Pembuktian, Rineka Cipta, Jakarta.

Ali. Achmad Chomzah, 2003, Seri Hukum Pertanahan III Penyelesaian Sengketa Hak Atas Tanah dan Seri Hukum Pertanahan IV Pengadaan Tanah Instansi Pemerintah, Prestasi Pustaka, Jakarta.

Bangun Sugito, 2018, Konsep Keadilan dalam Hukum, Cahaya, Jakarta

Bernard L Tanya, 2014, Moralitas Hukum, Genta Publishing, Yogyakarta.

Dominikus Rato, 2010, Filsafat Hukum Mencari: Memahami dan Memahami Hukum, Laksbang Pressindo, Yogyakarta.

Idris Ramulyo, 1997, Hukum Hibah di Indonesia, Pustaka Sinar Harapan, Jakarta.

Hasniah Hasan, 1987, Hukum Waris Dalam Islam. Bina Ilmu, Surabaya.
Peter Mahmud Marzuki. 2016, Penelitian Hukum, Kencana Prenada Media Group, Jakarta.
Saifudin, 2007, Akta : Apa dan Bagaimana ?, Bintang Persindo,Jakarta.
Wirjono Prodjodikoro, 1983, Hukum Waris di Indonesia, Sumur, Bandung
Soetijono, 2003, Rule Of Law (Supremasi Hukum), Jurnal Hukum, Universitas 11 Maret Surakarta, Surakarta.
Mahkamah Konstitusi Republik Indonesia (MKRI) dengan Putusan nomor 009–014/PUU-111/2005, tanggal 13 September 2005 mengistilahkan Pejabat Umum sebagai Public Official, (https://www.jimlyschool.com/baca/9/notaris-openbare-amtbtenaren-syafran-sofyan) diakses tanggal 10 Maret 2022.
Yudha Herprasetyo, Anatomi Akta Notaris Dan Akibat Hukumnya Apabila Tidak Terpenuhi, https://id.linkedin.com/pulse/anatomi-akta-notaris-dan-akibat-hukumnya-apabila-yudha-herprasetyo), diakses tanggal 1 Mei 2022.
Undang Undang Dasar Negara Republik Indonesia Tahun 1945
Kitab Undang Undang Hukum Perdata
Undang-Undang Nomor 30 tahun 2004 tentang Jabatan Notaris Jo. Undang-undang Nomor 2 tahun 2014 tentang Perubahan atas Undang-undang Republik Indonesia Nomor 30 tahun 2004 tentang Jabatan Notaris.
Peraturan Menteri Negara Agraria/Kepala Badan Pertanahan Nasional Nomor 3 Tahun 1997 tentang Ketentuan Pelaksanaan Peraturan Pemerintah Nomor 24 Tahun 1997 tentang Pendaftaran Tanah
Peraturan Menteri Agraria dan Tata Ruang/ Kepala Badan Pertanahan Nasional Republik Indonesia Nomor 16 Tahun 2021 tentang Perubahan Ketiga Atas Peraturan Menteri Negara Agraria/Kepala Badan Pertanahan Nasional Nomor 3 Tahun 1997 tentang Ketentuan Pelaksanaan Peraturan Pemerintah Nomor 24 Tahun 1997 tentang Pendaftaran Tana Tambahan Lembaran Negara Nomor 4431) ;
Undang Undang Nomor 24 Tahun 2011 tentang Badan Penyelenggara Jaminan Sosial (BPJS) (Lembaran Negara Tahun 2011 Nomor 109, Tambahan Lembaran Negara Nomor 5431) ;
Peraturan Pemerintah Nomor 24 Tahun 1997 tentang Pendaftaran Tanah (Lembaran Negara Tahun 1988 Nomor 7, Tambahan Lembaran Negara Nomor 3372);
Peraturan Pemerintah Republik Indonesia Nomor 18 Tahun 2021 Tentang Hak Pengelolaan, Hak Atas Tanah, Satuan Rumah Susun dan Pendaftaran Tanah (Lembaran Negara Tahun 2021 Nomor 18, Tambahan Lembaran Negara Nomor 3627);
Instruksi Presiden Republik Indonesia Nomor 1 Tahun 2022 tentang Optimalisasi Pelaksanaan Program Jaminan Kesehatan Nasional.

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