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JURIDICAL IMPLEMENTATION OF LOSS OF CERTIFICATE OF DEPENDENCY RIGHTS IN THE ROYA PROCESS

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Abstract:
Background. In daily life, many people buy houses or land through credit from banks. When the certificate is used as collateral, dependent rights will be recorded on the certificate. After the debt is paid off, the landowner must delete the Dependent Rights through roya at the National Land Agency (BPN). Roya can be done after the debt guaranteed in the main agreement has been paid off. However, if the certificate of dependency rights is lost, then a Roya Consent Deed made by a notary is needed instead.

Aims. This study discusses the juridical implementation of the loss of the Right of Dependency certificate in the Roya process, namely the removal of the Right of Dependency from the land book due

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to debt repayment by the debtor. In practice, the lost Dependent Rights certificate raises administrative problems, because the certificate is a valid written evidence in the ROYA process. However, based on the provisions of land law and technical policies of the Land Office, roya can still be implemented as long as the applicant, both creditors and debtors with the approval of the creditors, can meet formal requirements such as a loss report from the police, a statement of absolute responsibility, and proof of payment of debt obligations.
Methods. This study uses a normative juridical approach with secondary data sources from laws, regulations, and land administration documents.
Result. The study's results show that the Land Office can still process roya without a certificate of Dependent Rights as long as all procedures and supporting documents are met.
Conclusion. This reflects applying the principles of legal certainty, protection of civil rights, and efficiency in public services in the land sector.
Implementation. This reflects the law's flexibility in answering practical problems in the field while emphasizing the Land Office's active role in ensuring legal protection for all parties involved in the transfer and abolition of land rights.

Keywords: Roya, Certificate of Dependent's Rights, Lost, Juridical Implementation, Legal Certainty.

INTRODUCTION

Many people buy houses or land through credit to banks in daily life. When the certificate is used as collateral, dependent rights are recorded on the certificate. After paying off the debt, the landowner must delete the Dependent Rights through Roya at the National Land Agency (BPN). Roya can be done after the debt guaranteed in the main agreement has been paid off. However, if the certificate of dependency rights is lost, then a Roya Consent Deed made by a notary is needed instead.

The Owner's Consent Deed is an official notary statement that the certificate of dependency rights has been lost (Febriana & Vensuri, 2025). This is per Article 18, paragraph (1) of the Law on Dependent Rights (UUHT), which states that the right of dependency must be carried out to eliminate the right of dependency. After the guaranteed obligation is considered paid off, this seeks to ensure that the collateral object is free from the burden of the dependent rights (Satrianto, 2025). However, Indonesian law does not yet have provisions that expressly regulate the existence and application of the Owner's Consent Deed.

Therefore, notaries have a role in making a consent deed as a substitute for a certificate of dependents' rights. In the process of making a Deed of Grant of Dependent Rights, the role of the notary is very important because the debtor needs legal certainty and authentic evidence. As a public official authorized to make authentic deeds, notaries ensure that the roya process runs legally and in accordance with legal provisions.

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Based on Article 15, paragraph (1) of Law Number 2 of 2014 concerning the Notary Position, notaries are authorized to make authentic deeds for all agreements and provisions required by law or desired by interested parties. Notaries also ensure legal certainty by storing deeds and providing grosses and copies of deed citations.

In practice, notaries not only act as the maker of the deed, but also provide advice and input for the parties in case of differences of opinion, so that they can help resolve legal issues that may arise. Deeds made before a notary have both formal and material evidentiary power, which supports the principle of prudence in the process of granting credit by banks.

The role of notaries is vital in the banking world, especially in the process of Roya Hak Tanggungan, which involves the debtor's credit guarantee. With the Roya Concession Act, legal risks can be minimized, both for banks and debtors, and the possibility of disputes or denials can be avoided in the future (Sudibyo & Purnawan, 2017). Therefore, the Deed of Konsen Roya must be authentic to provide legal certainty for all parties involved in the credit agreement. The regulation on Dependent Rights is explained in Law Number 4 of 1996 concerning Dependent Rights over Land and Objects Related to Land (abbreviated as UUHT). According to Article 1, 1 of the Law, the Right of Dependency is a security right imposed on the land and the objects that become one unit with the land. This properly functions as a guarantee for debt repayment and is based on land rights as stipulated in Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles. The regulation on Dependent Rights is explained in Law Number 4 of 1996 concerning Dependent Rights over Land and Objects Related to Land (abbreviated as UUHT). According to Article 1, 1 of the Law, the Right of Dependency is a security right imposed on the land and the objects that become one unit with the land. According to Gabrielle (2024), this properly functions as a guarantee for debt repayment and is based on land rights as stipulated in Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles.

Dependent Rights can be charged on property rights, business use rights, and building use rights as stated in Articles 25, 33, and 39, which are regulated by law. Since the enactment of Law Number 4 of 1996 concerning Dependent Rights on Land and Objects Related to Land, it is known that land, buildings, and plants that stand on it can be used as collateral in applying for credit. This is because of its transferable nature, which provides a sense of security

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(guarantee) for the lender. Therefore, the term collateral in the form of land in the context of a loan is known as Dependent Rights.

In practice, the Dependent Rights will be registered by the bank through a Notary or PPAT to the local National Land Agency (BPN) office, so that a Deed of Encumbrance of Dependent Rights (APHT) is issued on the land used as collateral. However, sometimes debtors forget to ask for a repayment certificate from the creditor. As a result, creditors are reluctant to provide a repayment statement, hindering the process of eliminating the Dependent Rights (roya). In such cases, the debtor or interested party may apply to cancel the Dependent Rights to the District Court. After receiving a determination from the court, the roya process can be carried out at the land office. Another obstacle is if the debtor loses proof of the repayment letter due to negligence or ignorance about the document's importance. This condition also causes the roya process to be unable to be carried out due to the absence of proof of repayment.

Therefore, this study discusses the authority of notaries in the Roya process, which uses the Roya Konsen Deed as a substitute for the Certificate of Dependent Rights, and has an important role. This research aims to examine the extent of the notary's authority in drafting the deed, evaluate its legal force, and reveal various obstacles and solutions in its implementation. The results of this study are expected to contribute to the development of notary practices and increase the effectiveness and efficiency in the land system

METHODS

Applying a type of normative juridical legal research will answer or solve the problems that have been formulated previously. This normative juridical approach uses legislative analysis as well as the analytical approach, which is also known as doctrinal law research. This research is often referred to as a literature study or document analysis. In normative legal research, the process includes the study and inventory of regulations, identification of legal principles, concrete legal history tracing, and analysis of the legal system. The application of positive legal rules or norms and the settlement of lost certificates of dependents are the main subjects of this research.

DISCUSSION

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The Role of Notaries in Making a Lost Roya Consent Deed

Preparing authentic deeds with permanent and binding legal force is one of the duties of a notary as a government representative, especially in civil law. The word "binding" essentially means that everything written in it must be considered accurate as long as there is no evidence to the contrary. Public officials, in this case notaries, generally make authentic deeds using a format set under the applicable laws and regulations. The notary's duty in making an authentic deed fulfills the provisions of Article 1868 of the Civil Code.

The making of the deed must be made in front of the authorized public official for it where the deed is made, the provisions regarding the authority of the notary in making an authentic deed are regulated in law No. 30 of 2004 concerning the position of notary as amended by law No. 2 of 2014 (UUJN) in article 1 of the Constitution, it is stated that a notary is a public official, who is authorized to make authentic deeds and is authorized to make authentic deeds and has other authorities as referred to in this Law or under other laws.

The phrase "at the location where the deed is made" in Article 1868 of the Civil Code relates to the domicile of the Notary, where the Notary has a position in the district or city area (Article 18 paragraph (1) of the UUJN). The scope of the Notary's authority covers the entire territory of the province where he is domiciled (Article 18 paragraph (2) of the UUJN).

A notary is a public official who is authorized to make authentic deeds and other authorities[1]. Or more specifically, a Notary is a public official who has the authority to make authentic deeds, related to documents or agreements related to the Law.

As referred to in Law Number 30 of 2004 which has been amended in Law Number 2 of 2014 concerning the Notary Position, it has the following authority:

a. Notaries have the authority to make authentic deeds regarding legal agreements based on the will of the parties concerned
b. The notary has the authority to guarantee or establish the authenticity of the signature of the letter under hand and set the date by registering in a special book or legalizing the determination of the date of making the letter under the hand.

[1] Law number 30 of 2004 concerning the Office of Notary

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c. Notaries must keep the deeds that he has made, by keeping them in a special book and maintaining the security of the documents in their storage.
d. Make a copy of the original letter under hand or deed as a copy containing the description as written and described in the letter concerned.
e. Perform compatibility verification with the original.
f. Provide legal counseling in connection with the making of deeds. Alternatively, in other words, the Notary is obliged to explain the content of the deed and the legal consequences arising from the deed to the party concerned.
g. Make deeds related to land.
h. Making an Auction Minutes deed.

From the explanation of the duties and authorities of the Notary above, the Notary also has a role in making the deed of Roya's lost consent. In making a deed of consciousness, Roya must go through a process with several steps that must be followed by related parties, both from the debtor and the creditor. Here are the Steps in Making a Roya Concession Deed:

a. Report the loss of Roya's consent deed to the authorities, such as the police, to make a loss report (STPL).[2] The Debtor asks for a copy of the loss report. If you do not understand this process, a notary can accompany you.
b. Then the Debtor contacts the Creditor who previously issued the Roya Konsen Deed to ask for assistance, and the Creditor will verify that the Debtor has/has paid off all its obligations and gives approval for the process of making a new Roya Konsen Deed.
c. The Creditor (bank) will make a statement or letter of introduction stating that they have consented to release the right of dependency (Roya). This letter also explains the loss of Roya's Concession Deed.
d. Then the Debtor and the Creditor submit the letter to the Notary to prepare a new Roya Konsen Deed under the statement issued by the Creditor and the loss report made by the Debtor. The notary will check the completeness of the documents and ensure that there are no legal issues related to the loss of the original documents.

[2] STPL or Report Receipt Letter is a letter given by the police to the complainant after making a police report.

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e. After the new Konsen Roya deed is prepared and signed by the Debtor and Creditor, then the document is submitted to the land office (BPN). Then BPN will verify the validity of the document.
f. After the documents are verified, BPN will process the removal of the dependent rights on the land certificate in question and update the status of the relevant Tanagan certificate.
g. After everything is completed, the Debtor will receive a new land certificate without listing the dependent rights as a sign that the dependent rights have been released.

This process takes longer because it involves multiple parties and further verification.

The Binding Power of the Roya Concession Deed in the Process of Striking Out the Rights of Dependents

Under the explanation of Article 22, paragraph 1 of Law Number 4 of 1996, the deletion of records or Roya of Dependent Rights is carried out for administrative order and has no legal consequences for the deleted Dependent Rights. As referred to in Article 18 of Law Number 4 of 1996, the event results in the abolition of the Dependent Rights.

Based on Article 18 of Law No. 4 of 1996, the Dependent Rights are deleted for the following reasons:

1. Debts secured by dependents are written off.
2. The holder of the dependent rights relinquishes his rights.
3. The right of dependency is given under the decision of the Chief Justice of the District Court.
4. Revocation of land rights encumbered by dependent rights.

Basically, a roya letter is an important official document given by the land agency when the roya process of land certificate is carried out, in practice, roya can be interpreted as the process of crossing out the right of dependency on the land book or title certificate due to the end of the bank credit process.

Tectually, roya is the process of removing the binding of collateral in the form of land so that the ownership returns to the original owner, the right of ownership can also be interpreted as debt collateral, such as a land certificate, as long as the credit has not been paid off the land certificate will be a bank guarantee after the certificate is repaid can be taken by the debtor by carrying many conditions:

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1. Proof of Payment/Certificate of Payment
2. Roya's cover letter from the bank
3. Original certificate
4. Certificate of Ownership of SHT

"If the Right of Dependency is charged on several rights to the land, it can be agreed in the Deed of Grant of Right of Dependency concerned, that the payment of the guaranteed debt can be made in installments equal to the value of each land right that is part of the object of the Right of Dependency, which will be released from the Right of Dependency so that the Right of Dependency only burdens the object of the remaining Right of Dependency to guarantee the remaining debt that has not been paid, " reads Article 2 paragraph (2) of Law Number 4 of 1996 concerning Dependent Rights.

After being registered at the BPN office, a Certificate of Dependent's Rights (hereinafter referred to as SHT) is given on credit collateral. The right of dependency is accessory, meaning that it is in the land book of rights that are encumbered by the certificate and arise when the loan is repaid with collateral as payment.

Regarding dependent rights, you need to know about roya, which is a debt settlement that removes dependent rights. This process lasts 7 (seven) working days from submitting the roya application. If the debtor's debt has been paid off but the roya process has not been completed, then the certificate is lost due to the negligence of the holder of the dependent rights. In this situation, the notary can help by noting that, following the provisions, the notary can issue or make a Roya Permit, also known as a Roya concern, in the form of a notary deed preceded by a loss report from the police to issue a loss certificate. With the loss certificate from the police, the Notary can make a Roya permit deed or give his consent to complete the data or conditions in the Roya process to guarantee dependency rights at the National Land Agency.

The role of the notary in making this roya permit is limited to the beginning and end of the roya deed because this is a deed of the related party (partij) that contains a statement of losses of the related party (debtor). After that, the original Royal Deed of Consent will be created. One of the many original deeds made by a notary at the request of the mortgage holder, the roya deed of approval states that the SHT in his power of attorney is missing or unknown. Not everyone is aware of the difference between this and a mortgage certificate, which is a

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guarantee of debt payment. The only document known to the general public is a land rights certificate, which can be replaced with a new one if anything is lost or missing. Therefore, the notary roya agreement meets the requirements to be used as the basis for the deletion of HT records. To complete the roya process, a deed of agreement is required as stated in "Article 122 Paragraph (1) of the Regulation of the 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 of the Minister of State Agrarian Affairs/Head of the National Land Agency."

Notaries have duties and authority in making authentic deeds that have legal force and are binding. The meaning of "binding" in the law means that obligations must be fulfilled and if it is lawful, it can be subject to applicable sanctions. The deed made by a Notary is authentic because it fulfills the elements in article 1868 of the Civil Code, namely:

a. The deed must be made by or in the presence of a public official;
   According to Article 1 of the UUJN, a notary is a civil servant authorized to make an authentic deed. The government can appoint and dismiss notaries, but notaries still maintain their independence, objectivity, and impartiality toward all parties. Thus, every deed made by or before a notary in his office fulfills this requirement.
b. The deed must be made in the forms prescribed by law;
   Article 38 of the UUJN regulates notary deeds in this way, starting from the elements of the deed and what needs to be included in each deed. Thus, this element has been fulfilled in every deed made by or before a notary in his position while still paying attention to the forms regulated in the UUJN.
c. The public official concerned must have the authority to make the deed[3].

Notaries are indeed authorized to make valid deeds based on Article 1, Number 1 and Article 15 of the UUJN. However, in making a deed, it must be considered the notary authority of the deed, for whose purpose it was made, where it was made, and when it was made. Thus, every deed made by or before a notary in exercising his authority has met this requirement.

[3] Hamzah, O. (2020). Analysis of the position of the Roya Konsen Deed as a substitute for the Lost Dependent Rights Certificate.

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In this case, the deed of mutual agreement is included in the category of deeds of the parties because it is made at the request of the interested parties. The evidentiary power of authentic deeds is further supported by "Article 1870 of the Civil Code, which states: An authentic deed provides complete evidence of what is written in it between the parties and their heirs or persons who receive rights from them." Proof of a valid deed will automatically be connected with a binding and perfect proof force if it meets the formal and material requirements. As a result, the parties bound by the deed will be required to comply with the truth of the facts and content contained therein. This is called the binding and perfect legal force of an authentic deed. There are 3 (three) evidentiary powers attached to an authentic deed; the evidentiary powers are 3:

Evidence of External Authority (external probative force)

The deed must be completely based on the facts or wishes of the parties or presented honestly and in accordance with external evidence from a valid notary deed. If a person is suing an authentic notary deed on the grounds that the deed does not meet the requirements for its authenticity, they must provide evidence that the alleged subject matter is not an external authentic deed.

Official Proof of Authority (formele bewijskracht)

In addition to being made correctly by a notary or containing correct information and the wishes of the parties present before the notary under the provisions and applicable laws and regulations, a notary deed must be able to guarantee the certainty of the occurrence of an event and the truth of the facts. That is the official benefit of proving an authentic deed. Formally, this proof includes proof of the truth and validity of the parties present, the date, time, day, month, year, and hour, and the initials and signatures of witnesses, notaries, and the bound parties. This proof also includes the writing or recording of statements that have been clarified by the parties present as witnesses, as well as proof of what the notary has seen, heard, and experienced.

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Material Proof Strength (materiale bewijskracht)

Since all the information in the deed is valid evidence that applies to the parties who made the deed or related parties who are usually entitled, unless otherwise stated, authentic evidence of the deed in the sense of "material" refers to the certainty of the essential content of the deed. Information about the parties' wills is given to the notary and then stated in a deed, official deed, or deed treatise. Verifying the accuracy of the information provided by the people who made the will is also important. If it turns out that all the information provided by the parties present is inaccurate, the risk will be with the parties themselves. Furthermore, it can be said that the content of the notary deed gives assurance to the parties that they have not only been present and provided information to the notary, but also shows that they have fulfilled their part of the agreement.

If a notary deed has met the requirements of Article 38 of the UUJN-P, namely having the prefix of the deed, the content of the deed, and the closing of the deed, then the deed can be considered to have qualified as an authentic deed. The existence of an authentic deed as evidence of certain legal acts, such as a deed of consent, is determined by the provisions of laws and regulations. To replace the lost SHT, the elimination of the right of dependency is supported by a deed of permission in the form of an authentic deed made to prove the existence of a legal act. In theory, the elimination of dependents is carried out for administrative reasons. Its existence is evidence of the existence of dependent rights, in contrast to SHT.

SHT is given after the completion of the registration procedure for dependent rights and serves to provide a sense of security in the form of protection and legal certainty to creditors who have dependent rights. As proof that the creditor is the owner of the right of dependency on the land mortgaged by the debtor, the creditor's name is included in the certificate of right of dependency. Photocopies of land certificates and APHT are two examples of several documents that make up the SHT. "WITH JUSTICE BASED ON THE ONE GODHEAD" is one of its components. The intention is to highlight the relationship between the SHT and the executive power, which means that the SHT has the same legal force as the decision of the Incracht judge[4]. SHT can also be used as a substitute for grosse acta[5]. However, a deed of

[4] Incracht is a court decision that has permanent legal force (*inkracht van gewijsde*).
[5] Grosse acta is the first and official copy of an authentic deed that has executory power.

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mutual agreement is made not only for the validity of a legal act, but also for its improvement, as a formal function of the deed in the implementation of the approval procedure at the BPN Office. The position of the deed of mutual agreement and SHT is not equal. A joint agreement deed only serves as a replacement for the lost SHT, even though the SHT has executory jurisdiction. A mutual agreement must be made to maintain administrative order at the BPN office. Therefore, in the practice of notarity, a deed of mutual agreement is a habit used as a binding authority. This tradition is part of the source of formal law in the context of legal science, which is closely related to the notion of legal certainty. In order for legal action to provide clarity for the public, mandatory conditions are needed. Similar to the making of a deed of mutual agreement, the legal requirements for the approval process must be met if the SHT is lost at the BPN office. The goal is to provide accountable evidence that the debt has been paid off and written off entirely. Furthermore, there are no laws and regulations that expressly regulate the deed of mutual consent. Thanks to the authority of the notary, this is what caused the deed of consent to be officially recognized and is still used today.

CONCLUSION

Based on the results of the research conducted on the juridical implementation of the loss of the certificate of right of dependency in the roya process, it can be concluded that the process of abolishing the Right of Dependency (roya) can still be carried out by the Land Office even though the physical document of the Certificate of Right of Dependency is no longer available because it is lost. Roya is a very important administrative process in ensuring legal certainty for the debtor, especially after the repayment of his credit obligations to the creditor. Therefore, the existence of a lost certificate should not be an absolute obstacle in the implementation of the legal process, as long as valid replacement documents are available according to the provisions of laws and regulations.

The implementation of roya in the condition of a lost certificate must meet certain administrative requirements. Documents that replace the unavailability of the certificate of dependency include a certificate of loss from the police as a form of official report of loss, as well as a statement of absolute responsibility (SPTJM) from the responsible party, both creditors and debtors. In addition, other supporting documents must be attached proving that the legal relationship between the debtor and the creditor has ended, such as a letter of

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repayment of the debt or a statement from the creditor that the credit facility has been closed and there is no longer an inherent burden of dependents.

In this context, the Land Office as an authorized institution has a strategic role in assessing the completeness and validity of the submitted documents and ensuring that the entire roya process has been carried out under applicable legal procedures. Prudence is the main principle that land officials must hold to avoid disputes or abuse of procedures by irresponsible parties. This also shows that implementing the law in the field of land is not only a formal administrative process, but must also consider the values of justice, certainty, and the usefulness of the law for the community.

Thus, it can be affirmed that the loss of the certificate of dependency rights does not automatically hinder the implementation of the roya, as long as the process is carried out under the provisions of the law and supported by adequate administrative evidence. This reflects the flexibility of the law in answering practical problems in the field while at the same time emphasizing the importance of the Land Office's active role in ensuring legal protection for all parties involved in the transfer and abolition of land rights.

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