



Responsibility of the Implementation of a Wills Made by a Notary (Case Study of Civil Cases Number:474/Pdt.G/2012/Pn.Jkt.Sel)

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Abstract

Notary Deed is made in accordance with the wishes of the parties concerned to ensure or guarantee the rights and obligations of the parties, certainty, order and legal protection of the parties. Notary Deed in essence contains the truth in accordance with what was stated by the parties facing this issue. The notary has the obligation to include in the deed what is really understood in accordance with the wishes of the parties and read it so that it becomes clear the contents of the deed, including if there is a will made in the form of an authentic deed. The will is a way for the owner of the assets during his lifetime to express his last wish regarding the distribution of his inheritance to the heirs which will take effect after the heir dies. This is interesting to do research with the formulation of the problem: how the legal arrangements in making a will made before a notary public, why it is necessary to designate the executor of the will and what is the legal position of the executor of the will and what is the responsibility of the executor to carry out the contents of the will. The problem approach used is empirical juridical using primary data and secondary data. The results of the study obtained an illustration, that the regulation of wills is made before a notary, in which the notary carries out its authority provisions in accordance with Law No. 2 of 2014 concerning Notary Position. The regulation of wills also cannot be separated from the background of the regulation of inheritance which is pluralism in Indonesia. In the Civil Code, Article 830 to Article 1125 which regulates the position of inheritance, both because of death and with a will. Related to the importance of appointing executors is to maintain the principle of justice for those who are entitled to receive the inheritance so that it is in accordance with the rights of each party. While the legal position of executing wasiat is outside the beneficiary because of the provisions of the law, in the sense of being in accordance with the group of inheritance recipients. Likewise, the responsibility of the recipient of the will must carry out what is contained in the contents of the will, after seeing the obligations that must be completed by the testator. The will of the inheritance must not exceed the right of the recipient of the inheritance because of the provisions of the law or the absolute right of the recipient of the inheritance.

Keywords: *Responsibility; Contents of Wills and Execution of a Notary Public Office*

Introduction

According to Habib Adjie, the Notary Public is the only public official who is authorized to make an authentic deed regarding all deeds, agreements and stipulations required by a general regulation or by interested parties to be stated in an authentic deed, guarantee the certainty of the date, keep the deed and give a grosse, copies and quotations, all of them as long as the making of the deed by a general rule is not also assigned or excluded to officials or others.¹

Based on the provisions of Article 1 number 1 of Law Number 2 of 2014 amendments to Law Number 30 of 2004 concerning the Position of Notary Formulate, that a notary is a public official authorized to make an authentic deed and has other authorities as referred to in this Law or based on other statutory regulations. Furthermore, the provisions of Article 15 paragraph 2 letter a, emphasizing the authority of a notary public namely; validate the signature and set the certainty of the date of the letter under the hand by registering in a special book.

The notary authority in making an authentic deed, according to R.Subekti, the deed letter is a piece of writing solely made to prove a thing or event, therefore a deed must always be signed.² Furthermore, Sudikno Mertokusuma also stated, that a deed is a signed letter containing events that form the basis of a right or engagement that was deliberately made from the beginning to prove.³

Notary Deed is made in accordance with the wishes of the parties concerned to ensure or guarantee the rights and obligations of the parties, certainty, order and legal protection of the parties. Notary Deed in essence contains the truth in accordance with what was announced by the parties to the public official (Notary). The notary has the obligation to include in the deed what is truly understood in accordance with the wishes of the parties and read it to the parties so that it becomes clear the contents of the deed, including if there is a will made in the form of an authentic deed.

The will is a way for the owner of the assets during his lifetime to express his last wish regarding the distribution of his inheritance to the heirs which will take effect after the heir dies. The will can be made by the heir himself or notarized. The notary listens to the last utterance witnessed by two witnesses, in this way the will gets a notarial deed.

Article 874 of the Civil Code confirms that all inheritance from the deceased belongs to the heirs, except if the testator has legally established a will (testament) that must be made in writing. Thus, the heirs listed in the Civil Code can be appointed by the testator in accordance with his wishes and can be revoked without the permission of certain parties before death which is stated in an authentic deed which contains a will to his property after he dies.⁴

A final will in the form of a will is generally a statement of one's will to be carried out after one's death. The contents of the last will are clearly determined The deeds stipulate this last will which is called a will that is permissible in Islamic law and the Civil Code (the Civil Code).⁵

The last will is also not directly directed at a particular person. The heir may even only find out the last will of the will maker a few days after the will died (from a notary), this is mentioned in Article 875 of the Civil Code that the last will is the one-sided will of the will-maker. A will is a statement stated

¹ Habib Adjie, 2008, Indonesian Notary Law, Thematic Appraisal of Law no. 30 of 2004 concerning the position of Notary Public, Refika Aditama, Bandung, page.13.

² R. Subekti, 1996, Principles of Civil Law, Intermedia, Jakarta, page. 178.

³ Sudikno MertoKusumo, 2002, Indonesian Civil Procedure Law 6th Edition, Liberty Yogyakarta, page. 142.

⁴ Sri Soemantri Martosoe Wignjo, 2005, Indonesian Inheritance Law, Rafika Aditama, Bandung, page. 86.

⁵ Eman Suparman, 2007, Indonesian Inheritance Law, Rafika Aditama, Bandung, page. 2

in a deed made by the intervention of an official official as outlined in a notarial deed, because a will is a statement that comes out of a party only, then one time it can be withdrawn by the party making it.

Related to that, the existence of a will (testament) is basically a legal act, someone determines what happens to their assets after death. Testament which is a one-sided legal act, closely related to the nature of the retrieval of the testament. Here it means that a testament cannot be made by more than one person because it will cause difficulties if one of the creators will revoke the will (testament). In Article 930 of the Civil Code, it states that: "it is not permissible for two or more people to make a will in the same deed, either for the benefit of a third party or based on mutual or mutual determination".

A wealth owner has a desire that the property in the future after he dies, will be treated according to the conditions determined by the testament. However, in its implementation, it is possible that the heirs or executors of the will do not realize it in accordance with the message in the will or even the contents of the will contradict the maximum limit of giving something to someone else. Those who are supposed to get inheritance are neglected, which raises issues that require resolution, both through consultation and litigation. That is, the recipient of the will in carrying out the will does not carry out what was stated.

In connection with that, the Globally Harmonized System of Classification and Labeling of Chemicals, Lumban Tobing argues, that a Testament has two qualities, first as a "Testament" and second as a "notarial deed". As a "will," the provisions of the Civil Code and as a "notary deed" to them must be treated with the provisions in the notary position law. Keep in mind that making a will to give rise to rights and obligations for a person is a legal act aimed at causing legal consequences, so that if a will has only one quality, namely as a "will," then the will will only be a deed under the hand and not yet become strong evidence. So it is better to make a will that has two qualities, namely as a will and also as a notarial deed.⁶

The above can be said, that making a will is a legal act, because someone determines what happens to their assets after death. A will is also a unilateral legal act of a will to another party who will receive the contents of his will which will be carried out by the recipient of the will in the form of an authentic deed, which is only possible that the contents of the will exceed the limitations of the rights of the beneficiary due to the provisions of the law and or the executor does not carry out the contents of the will. The above is in accordance with the provisions of Article 1005 of the Civil Code which confirms that:

"An heir may appoint one or more executors of his will, both with a will or with a deed under the hand as stated in Article 935, or with a special notary deed. He can also appoint several people, so that when one is unable, the other can replace ".

According to Riansyah Towidjojo, in the Civil Code as intended above, it gives the possibility for the person who left the inheritance to appoint a person who runs the testament and or an administrator of the inheritance, in the sense that the testator can appoint someone in charge of carrying out his will.⁸

The Civil Code does not stipulate a limit on the amount of testament assets may not violate absolute rights (legitimate portie), a maximum of 1/2 (half) of assets if the testator has a legitimate child, 1/3 (one third) if he has two legitimate children, and 1 / 4 (a quarter) if they have three legitimate children included in this definition are their descendants as a substitute for children in their respective descending lines (Article 914 of the Civil Code) and a maximum of 1/2 (half) if the testator leaves only the heirs of the line straight up, likewise for out-of-wedlock children who are recognized as legitimate (Article 915-916 of the Civil Code), except for no upward family, inheritance is not limited (Article 917 of the Civil Code).

⁶ GHS Lumban Tobing, 2004, Regulation of the Position of Notary Public, Erlangga, Jakarta, page. 165.

Based on the above provisions, it is possible for the implementation of a will not in accordance with the provisions, such as a dispute in its implementation, the executor will have the right to file a court judgment in an effort to maintain a "will" based on Article 1011 of the Civil Code which confirms "they are tasked to make the will of the deceased carried out if it occurs disputes, they can face before the judge, to maintain the validity of the will".

The provisions of Article 1011 of the Civil Code above are in accordance with the case of a will regarding the subject of a civil case No. 474 / Pdt.G / 2012 / PN.Jkt. Cell, Executor of the Testament has filed a lawsuit to the South Jakarta District Court because in the implementation of the will there are other parties blocking the executor of the will, Likewise, if there is a dispute with the existence of inheritance as a result of a testamentary deed made before a notary who is canceled by the judge.

Based on the description above, it is interesting to do research in the form of a thesis or scientific work, especially in the case of civil case No.474 / Pdt.G / 2012 / PN.Jkt.Sel, which is the implementation of the implementation of the provisions of article 1011 of the Civil Code above the existence of parties acknowledge as heirs so that it influences the duties and responsibilities of executors who require proof of a court decision in connection with that, the title of this scientific work or thesis on: "The Responsibility of Executing Wills in Carrying Out Wills Made Before a Notary" (Case Study Case Number 474 / Pdt, G / 2012 / PN.Jkt.Sel).

Research Method

In research and problem solving, a problem approach is also needed, where the problem approach used is normative juridical research that includes the principles of law, legal sitematics, the level of legal synchronization. From the description above, if it is related to the problem approach that has been determined in this research, this can be interpreted that this research is more focused on solving the problem by being or relying on the field or legal studies based on the principles, norms and the applicable regulations for reviewing the "Responsibility of Executing Wills in Carrying Out a Testament Made Before a Notary" (Case Study of Civil Cases No. 474 / Pdt.G / 2012 / PN.Jkt.Sel.).

Result and Discussion

In a social life the wills are often used, meaning that in the community, the implementation of a will has become commonplace, this is called the last mandate. The implementation of the last mandate is understood as a form of determination of the inheritance which will later be left to the heirs. This statement is usually carried out and with the consent of the heirs. This last mandate is carried out to make a decree which is binding on them for all heirs. It aims to minimize disputes that will start when the testator dies, even though a lawsuit is possible because of an error in implementation or there are other parties who object to it.

According to Muhammad Ishaq, the executor of the testament may be dismissed with the reasons used to fire the guardian of an immature person, of course, based on logical reasons not just fired and there are certain reasons, namely:

- a. If not give responsibility.
- b. If you behave badly.
- c. If they indicate unable to perform obligations properly or ignore their obligations.
- d. If it goes bankrupt.

- e. If they and their descendants or ancestors or husbands, his wife has a case in front of the judge in which wealth is involved in the inheritance items that he manages.
- f. If they are sentenced to prison for two years or more.

As long as the testator hasn't died, the will can be changed or revoked by him. Because of the nature of the statement of the will, the will is one-sided from the side of the testator and does not require the approval of the heir. The main characteristic of a will is that it has the power to apply after the will is deceased, so it cannot be withdrawn. But according to Muhammad Ishaq, one of the most important requirements of a will is that it can be revoked or sued in court. This is one of the characteristics of a will, the will maker can revoke his last will in whole or in part. Revocation of a testament is an act of the testator who excludes a will as the most recent statement. Revocation of the contents of a will can be carried out:

1) Decisively

This is regulated in Articles 992 and 993 of the Civil Code. Revocation of this will explicitly according to article 992 of the Civil Code can be carried out in:

- a. A new will
- b. A special notary deed (bijzondere notariale deed)

In Article 993 the Civil Code shows on one occasion, that the notarial deed does not specifically contain a revocation, but also repeats several stipulations in the old will.

2) Quiet Revocation

The possibility of someone leaving a legacy in succession making two wills, where the contents of one another are not the same, it is related to the provisions of Article 994 of the Civil Code, that the determination of the first will in which it contradicts the determination of the second will, is declared revoked. Revocation secretly the fulfillment of the events set out in the Civil Code which in this case is not considered whether the new will is accompanied by a legal notary deed or not. In the following description, a claim made by the executor in the South Jakarta District Court has filed a lawsuit against the defendant as heir to the inheritance of the heirs.

3) The Parties

Mrs. Stevani Djeniyantie Budiman is the Executor of the Testament (Plaintiff) suing Drg. Maria Theresia (defendant I), Regional Office for Civil Registry (defendant II), Sub-District Head Office of Pesangrahan (defendant III) and North Petukangan Kelurahan Office (defendant IV).

The recognition of other parties as heirs due to the Law, in the sense of being a direct descendant of the heirs of the deceased. Dr. Philipus Perwiradirdja, for that the executor of the will felt objected without any formal proof of the existence of the recognition, so the executor submitted a lawsuit to the South Jakarta District Court, in accordance with the jurisdiction of the object of the case and the domicile of the parties.

4) Sit Case

There are other parties who claim to be heirs and have requested reinforcement from government institutions such as the civil registry office, sub-district office and lurah office which certifies that the beneficiary is a person directly related to and or descendant of the testator who must be proven in court as the claimant's claim states related.

In this connection the executor of the will of Mrs. Stevani Djeniyantie Budiman as executor of a will made before a notary public, objected to the acknowledgment of the heirs based on Deed No. 42 dated June 15, 2011 from the deceased. Dr. Philipus Perwiradirdja, where there was a child

confession made by Drg. Maris Theresia of the deceased. This is basically an unlawful act based on a South Jakarta court ruling which was corroborated by the decision of the High Court No. 130 / PDT / 2014 / PT.DKI, in which the executor of the will continues to carry out the will made before the notary, after executing the will reduces it by 1/3 part of the recipient's inheritance due to the law. The following is the balance of judges and judges' decisions in the case :

1. Judge's Rationale for Deciding Cases

a. About Legal Considerations

In conference

- Declare the plaintiff's claim cannot be accepted or at least reject the plaintiff's claim in full.

In Exception:

- After paying attention to the issue raised by the plaintiff, according to the opinion of the panel of judges, the plaintiff's claim does not deviate from the civil procedural law;
- Considering, that based on the above considerations, the exception submitted by Defendant I according to the panel of judges is groundless and must be rejected;

In Principal Case:

The essence of the claim is:

- 1) That Defendant I had committed an act against the law for making an inheritance statement February 14, 2012 which had been given a number by the South Jakarta District Court no. 41 / War / Ket. Waris / HKM / 2012 / PN.Jkt.Sel. date March 19, 2012, even though I knew the Deed No. 42, June 15, 2011;
- 2) That Defendant II has issued Deed = RECOGNITION = No.261 / 1960, dated June 2, 1961, Defendants III and IV agreed to Defendant I in making an inheritance statement letter of February 14, 2012;
- 3) That with the statement of the heirs, Defendant I has taken 2 (two) Toyota Starlet and Toyota deer and other movable property owned by the late. Philipus Perwiradirdja, this caused the plaintiff to be one of the executors of the will. 42, dated June 15, 2011 has not been able to carry out the contents of the will.
- 4) That Defendant I was not the biological son of Drs. Philipus Perwiradirdja, the letters stating the acknowledgment of the defendant were recognized as children and heirs of Drs. Philipus Perwiradirdja is illegitimate, so the defendant does not have the property rights the deceased. Philipus Perwiradirdja;
- 5) Whereas therefore Defendant I must return the inheritance of the late the deceased. Philipus Perwiradirdja to the plaintiff as the executor of the will no. 42, dated 15 June 2011, and ACCUSED II and ACCUSED II and ACCUSED IV for sitting and complying with this decision;

In the Conference and Reconstruction

- 1) Considering that because the Conference suit was partially granted and the Rekonpensi lawsuit was rejected in full based on Article 181 paragraph (1) HIR (Herzien Inlandsch Regulation), then the legal grounds if Defendant I of the Conference / Plaintiff of the Resonance is punished to pay costs incurred in this case;
- 2) Paying attention to the articles in the Civil Code and the articles in the HIR (Herzien Inlandsch Regulation) as well as the articles in other relevant laws and regulations;

2. Judge's Decision

In Conception and Exception

Reject the Defendant's exception completely

In the subject matter:

1. Grant the Plaintiff's claim in part;
2. Declare Defendant I had committed illegal actions
3. Order the Plaintiff to carry out its obligations as executor of a will based on Testament Deed No. 42, dated June 15, 2011;
4. State the Declaration of Inheritance February 14, 2012 which has been given a number by the South Jakarta District Court with No. 41 / War / Ket.Waris / HKM / 2012 / PN.Jkt.Sel. March 19, 2012 has no legal force;
5. Punish Defendant II and Defendant III and Defendant IV to submit to and comply with this Decision;
6. Refuse the claim of the claimant other than and the rest:

In the Reconstruction:

"Refuse the Plaintiff's claim of Plaintiff / Defendant I of the Convention to the full extent";

In the Conference and Reconstruction:

Sentencing the Defendant of the Convention / Plaintiff for the Reconviction to pay all costs incurred in this case amounting to Rp 2,016,000 (two million sixteen thousand rupiah).

3. Author Analysis

Starting from the presentation of the case above, the judge's decision rejected the objection from Defendant I and was against the law, as well as against the civil registry office (Defendant II), sub-district office (Defendant III) and the head of the village office (Defendant IV) who had assisted in assisting the objectives of the Defendant, so that Defendants II, III and Defendant IV (the civil registry office, sub-district office and village office) are legally obliged to obey and submit to the judge's decision. In the sense that the plaintiff's claim was granted by the judge to carry out the contents of the Deed No. 42 dated 15 June 2011 from the late Dr. Philipus Perwiradirdja as the judge's decision outlined above. The decision of the South Jakarta District Court has been reaffirmed by the decision of the Court of Appeal No. 130 / PDT / 2014 / PT.DKI, in which the executor of the will still carries out the will made before the notary, after the executor will reduce it 1/3 of the absolute portion of the beneficiary due to the law.

The judge before making a verdict or decision after the conclusion of the parties is submitted by the panel of judges to hold deliberations in advance, a judge's decision has several parts, including the legal considerations section known as the considerations and the verdicts section, the thing to note is the legal considerations section that forms the basis of judges in deciding cases, as well as decisions that contain judges' decisions.

In connection with the above case, it is clear that there is an unlawful indication from Defendant I (Drg. Maria Theresia P.SP., ORT) with the existence of an inheritance statement which he made can be qualified as in Article 838 paragraph 4 which states that those who embezzled, damaged, and falsifying the deceased's letter, and according to the article the plaintiff (executor of the testament) Defendant I does not deserve to be an heir as Defendant I wishes, due to legal considerations based on the applicable legal regulations, it is the important role of a judge in analyzing and deciding cases if according to the judge this condition includes acts against the law then the will of executing the will can be accepted.

Judges as judicial executors can process and process the data obtained during the trial process, both from the evidence of letters, witnesses, allegations, confessions, and oaths that are revealed in a trial, so that decisions to be made or dropped based on responsibility, justice, wisdom, professionalism and objective nature. The legal source that can be applied by a judge is in the form of laws and regulations along with the implementing regulations.

Although in the claim of the executor, the defendant I did not deserve to be an heir, it was caused to make an inheritance statement and the plaintiff doubted the truth / validity of the recognition deed Number 261/1960 dated June 2, 1961, the panel of judges can only cancel the declaration of heirs not necessarily abolish the defendant as an overall heir because the letter issued by the civil record regarding the recognition of extramarital children can be proven, so that the Defendant I can still obtain legitimate portie or an absolute part based on the applicable law, as he is a legal adopted child outside of marriage, which is one-half of the part that the Law was originally given to the out-of-wedlock child on inheritance due to death regulated in Article 280, 285, 862 etc., ... 908 Civil Code ...

With the statement of inheritance made by Defendant I on February 14, 2012 which has been given court number No.41 / War / ket.waris / HKM.2012 / PN.Jkt.sel dated March 19, 2012 2012 indeed there was a mistake in it which was against the law and very detrimental to the executor of the testament where his responsibility confiscated all the assets of the testator, before being carried out according to the contents of the will, The Plaintiff as executor of a will based on a will No. 42 dated 15 June 2011 made before the Notary Alang. SH, where based on the declaration of heirs made by Defendant I, he took part of the inheritance's assets in the form of two Toyota starlet and Toyota deer cars that had not been recorded by the plaintiff as executor of the will, as in the Law regulating that the hand inheritance is inherited. (fidei commis) is prohibited. Against Defendant II (Civil Registry Office), Defendant III (Sub-District Office), Defendant IV (Lurah Office), who participated in signing the effort to make Defendant I's inheritance statement, the judge is of the opinion that in occupying an institution or institution or institution it does not have to always go through the institution of its superior, because not all policies taken or made are delegated from their superiors but it depends on the problems they face, if the policy is taken there turns out to be a mistake and it is the direct responsibility of the policy maker then there is no need to mention those parties starting from their superiors, so that the exception of Defendant I regarding this matter is rejected and Defendant I must return the inheritance property to the Plaintiff as Executor of Deed, Number: 42 Dated June 15, 2011. and Defendants II, III, and IV who have helped or expedited acts against the law that was done by Defendant I, then they are in law to obey and submit to this decision.

With the contents of the will so that the heir wants a portion of his wealth in the end of the church or social activities in this case based on Article 900 of the Civil Code "Every gift given with a will for the benefit of social institutions, religious bodies, churches or poor families has no effect before the government or authorities appointed by the government authorize the administrators of those institutions to receive it". According to the panel of judges Article 900 of the Civil Code is an administrative process that must be carried out and it is gradual, what is currently happening or experienced by the Plaintiff is that the initial stage will be to carry out the P1 evidence testament deed, meet obstacles / problems with Defendant I, If this obstacle has been resolved the administrative process in accordance with Article 900 of the Civil Code will certainly be implemented, With this consideration, according to the panel of judges, Defendant I did not have a strong juridical value so it must be set aside.

The judge in terms of analyzing and digesting each case in addition to paying attention to the subject matter of the exception and the legal basis must first listen to witnesses and also the statements of expert witnesses, where according to expert witnesses in accordance with their scientific disciplines in order to be able to provide an explanation as part of the judges' basic considerations in deciding cases where according to expert witnesses a will is made not to reduce the absolute part (legitimate portie) of heirs if it violates the absolute part usually the experts explain to the testament to give a reason why they do not want to give who should receive the absolute part of the biological child and out-of-marriage child who is recognized, this is where the important role of a Notary practitioner is. authority of Notary in providing legal counseling to the parties (Article 15

letter e UUJN). If the notary is wrong in providing legal counsel to the parties relating to the deed he made then the Notary is civilly responsible for the material truth of the deed he made so that what is poured into the contents of the will must be based on what was seen heard and witnessed so that in the future the deed that was made there was no doubt in the will that could later be null and void by law.

Here is seen the theory of legal certainty where according to Kelsen, law is a norm system, Norms is a statement that emphasizes the aspect of "should" or *das sollen*, by including some rules about what to do, Norms are deliberative human products and actions, Laws containing general rules are guidelines for individuals behaving in society, the relationship both in relationships with fellow individuals and in relations with the community. The rules become a limitation for the community in burdening or taking action against individuals, the existence of these rules and the implementation of these rules give rise to legal certainty.⁷

According to Utrecht, legal certainty contains two meanings, namely:

1. First, there are general rules that make individuals know what actions may or may not be done.
2. 2. Legal security for individuals from the arbitrariness of the government because by the existence of general rules that individuals can find out what is allowed to be imposed or what the state does on individuals.⁸

In the case above the judge in making every decision other than responsibility, justice, wisdom, professionalism, and is objective, must also pay attention to the value of identity contained in the law itself. as according to Gustav Redbruch, law must contain the following three values of identity:

1. The principle of legal certainty (*Rechtmatigheid*) is based on a judicial perspective
2. The principle of legal justice (*Gerechtigheit*) is based on a philosophical perspective, where justice is equal rights for all people before the court
3. 3. Principle of legal usefulness (*Zweckmatigheid* or *doelmatigheid* or *Utility*) Judge.⁹

Although the case was won by the Defendant as executor of the will and the judge granted the plaintiff's claim for the part where the Defendant I had been proven to have committed an unlawful act in which the letter of wasric statement on February 14, 2012 which had been given a Number by the South Jakarta District Court with Number: 41 / War / Ket.Waris / HKM / 2012 / PN.Jkt. Cell March 19, 2012 has no legal force, the executor of the will in this case has the right to carry out the contents of the will in accordance with the last will of the testate based on the Deed of Testament Number: 42 dated 15 June 2011, Sentencing Defendants II, III, IV to submit to and comply with this decision.

Even though this case reached the appeal level, Case Number: 130 / PDT / 2014 / PT.DKI, However, the panel of judges rejected the claim of the Defendant / Defendant I of the plaintiff of the conference, punishing the appellant who was originally the Defendant I to be able to pay the case in both levels of the court, which was on an appeal level of Rp 150,000.00 - (One Hundred Fifty Thousand Rupiah). The above can be said, that a executor is obliged to carry out the best interests of the heirs entrusted to him. . Executing the will is a person who carries out legal actions on behalf of another person, that is, the heirs in matters of inheritance, based on someone else's orders, that is, the

⁷ Peter Mahmud Marzuki, Introduction to Legal Studies, 2008, Kencana, Jakarta, page.158.

⁸ Riduan Syahrani, Summary of Legal Studies, 1999, Citra Aditya bandung, page. 23.

⁹ Dwika, Justice from the Legal System dimension, (02/0402011) accessed on 24 July 2014.

heirs whose implementation does not depend on the heirs, but are temporarily bound by the carrying out of orders from the contents of the will.

In this connection, whoever becomes the executor of the will, basically must follow what is stated in the contents of the will. In a sense, the executor of the will cannot violate the contents of the will, because he may not act of his own volition so as to prejudice the interests of the recipient of the will and sell and receive the proceeds of the sale of the inheritance for his personal interests which may harm the recipient of the will and heirs according to the provisions of the law.

Conclusion

Moving on from the description that has been stated in the formulation of the problem and its discussion, there are several things that can be concluded:

1. The legal standing of a will is juridically strong in addition to being regulated in the Law also carried out in the form of a notarial deed to make arrangements for inheritance, in accordance with the final will of the testator or will, without prejudice to the applicable provisions or the rights of the recipient of the inheritance that has been determined by law, but can be recalled when the testator is still alive except after the testator died. This is also closely related to legal certainty and the principle of justice, where the position of executor of the will is basically a representative of the inheritance and beneficiary of the estate in order to carry out the management of the inheritance according to the contents of the will, as mandated by Article 1011 of the Civil Code and the obligation to carry out the will as well as possible if there are obstacles in its implementation, the executor of the will is entitled to submit a lawsuit to the court, responsible for carrying out the will until it is completed in accordance with the contents as outlined in the will.
2. Judge's consideration in this case is that the convention lawsuit is granted partially and the reconvention lawsuit is rejected entirely based on article 181 Paragraph (1) then it is legal if the defendant I of the convention / Plaintiff in the Law to pay all costs incurred in this case, in the sense that the judge granted part of the plaintiff's claim (Executing the will) as executor of the contents of the will after the will there is an obligation to issue the absolute portion of the heirs, due to the acknowledgment as the heirs of the defendant cannot prove that the person concerned is the heir of the heir and that this is an act against the law and the formal institution such as the civil registry office, , the lurah and the sub-district office are also sentenced to comply with court decisions, it means that the executor has carried out his responsibilities, and the judge granted his claim in part and the deed he will maintain is valid, both made before a notary through a will as well as a court decision. . In giving decisions that create justice, a judge as a state apparatus must really know the actual case sit because every decision handed down by a judge must be based on clear and sufficient considerations, In addition, a judge must also pay attention to the subject matter, exceptions and legal basis, , also listening to the statements of witnesses and expert witnesses so that they can provide an explanation as a basic part of the consideration of a judge, , a will that is made may not reduce the absolute part (legitimate portie), without removing the right of the defendant as an heir evidenced by a letter of recognition of extramarital children.

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