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Notary Responsibility for Security Deposit in Sale and Purchase of Land for Investment

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Abstract: This research aims to explain the authority of notaries in terms of buying and selling land for investment and analyze the form of notary's responsibility if proven to have committed a criminal act against security deposits in terms of buying and selling land for investment. The research method used is normative legal research, with a statutory approach, conceptual approach and case approach. The results of the research can be concluded that the Notary who receives the deposit money indirectly becomes a party to the deed he makes himself, because a deposit agreement arises between the Notary and the confronters. The deed, which was previously an authentic deed that has perfect evidentiary power, degrades its evidentiary power to become like a deed under the hand. The form of criminal responsibility in the criminal decision of the Mataram High Court Decision Number 1/PID/2023/PT.MTR. which in its opinion upheld the Mataram District Court Decision Number 126/Pid.B/2022/PN.PYA which stated that Defendant I Chuck Wijaya S.H., M.Kn. and Defendant II Lalu Ading Buntaran Alias Lalu Buntaran were legally and convincingly proven guilty of committing a crime as charged by the Public Prosecutor.

Keyword: Responsibility, Notary, Security Deposit, Land Sale and Purchase

INTRODUCTION

The Republic of Indonesia as a state of law based on Pancasila and the 1945 Constitution of the Republic of Indonesia guarantees certainty and order as well as legal protection for every citizen. Article 27(1) of the 1945 Constitution of the Republic of Indonesia states that “All citizens shall be equal before the law and government and shall uphold the law and government with no exceptions.” Article 27 paragraph (1) of the 1945 Constitution of the Republic of Indonesia guarantees legal certainty and protection to its citizens. Indonesian society in carrying out activities and transactions requires protection and legal certainty, namely written evidence that is authentic and has full evidentiary power. (Aris Yulia, 2019, 56) Written evidence that is authentic regarding actions, agreements, stipulations, and legal events made before or by authorized officials can provide protection for legal subjects who will carry out legal actions. (Herlien Budiono, 2013, 8)

The development of the community's need for legal certainty and protection has an impact on the community's need to make written evidence that has strong evidentiary power, namely authentic deeds. The official authorized to make authentic deeds is a notary. Based on Article 1 Point 1 of the UUJN, a Notary is a public official who has the authority to make authentic deeds and also other powers as referred to in the UUJN and/or other laws. The position of Notary is an honorable position given by the State attributively through law to someone he trusts (the State). (Rifa'I, A & Anik Iftitah, 2018, 38)

When referring to the Big Indonesian Dictionary, Notary is a person who obtains power from the state or government through appointment and appointment by the Minister of Law and Human Rights, and then given the task of witnessing and certifying various agreement letters and others that have been determined by law. (Language Development and Guidance Agency, 2016.) Thus, it can be said that a notary is a public official who is appointed and authorized by the government to provide services to the public in terms of making authentic deeds, where this authentic deed is a deed made by or before a notary according to the forms and procedures stipulated in the UUJN. Prof. Subekti stated that an authentic deed is a deed whose form has been determined by law made by and or before a public servant authorized to make it where it is made (Subekti, 2010, 26).

In addition to being authorized to make authentic deeds, based on Article 15 Paragraph (2) of the UUJN, Notaries are also authorized to:

a. Certify the signature and confirm the date of the letter under the signature by registering the agreement in a special book;
b. Record a letter under the hand by registering it in a special book;
c. Make a copy of the original letter under hand containing the description as written and described in the letter concerned;
d. Attesting the suitability of the photocopy with the original letter;
e. Providing a legal counseling related to the making of the Deed;
f. Making a Deed related to land; or
g. Making a Deed of auction minutes

The position of Notary is an office that was born due to the needs of the community and not an office that was deliberately formed and then socialized to the community (Rosadi, 2020, 244). Notary is an official who is considered as a place to get advice, especially in the field of law to avoid something unwanted and ensure legal certainty through the deeds made. Everything that is written and determined by a notary is true, he is a document maker who has full evidentiary power when faced with a legal process. This is because a notary is not only a person who is considered right, but when carrying out his profession, the notary is bound by ethical rules, where the ethics that touches the most essential element of the human being is conscience (soul) (Natasurya, I.M, 2019, 4).

In order to maintain and ensure public trust in using notary services, it is appropriate that in exercising their authority notaries are limited by the rule of law in the legislation, so that notaries can carry out their profession properly in accordance with the mandate of the law. With the existence of these legal rules, notaries also understand which matters are within the scope of their authority and which matters are outside their authority or even prohibited by law. In addition, in terms of behavior and action, notaries have a code of ethics, namely the notary code of ethics. The notary code of ethics is a guideline for notary members in carrying out their positions, containing obligations and prohibitions as well as matters deemed necessary to be regulated in the code of ethics, the code of ethics is agreed upon in the notary association, namely the Indonesian notary bond (Anugrah Yustica, et al, 2020, 72).

Notaries who are proven to have committed a violation of the obligations and prohibitions contained in Articles 16 and 17 of the Notary Position Law (UUJN) may be subject to sanctions in the form of civil sanctions, administrative sanctions, code of ethics sanctions and criminal sanctions. However, the sanctions contained in the Notary Position

Law (UUJN) are only in the form of civil sanctions, administrative sanctions and code of ethics sanctions, criminal sanctions against notaries are subject to applicable criminal legislation, namely the Criminal Code (Yurist Firdaus Muhammad and Budi Santoso, 2023, 231).

Along with the development of society, there is an increasing need for notary services. This has also led to the growth of the number of notaries in an area which has resulted in competition between fellow professions. Nowadays, there are several notaries who have experienced legal problems, both due to intentional and unintentional actions. Based on data submitted by the Head of the West Nusa Tenggara Regional Police, Inspector General of Police Raden Umar Faroq, in 2023 there were 4,888 cases with conventional crimes that have implications for harming the community, such as theft, murder, rape, fraud and embezzlement (Antara, 2024, at 14.00 WITA). In 2023, one of the notaries in Central Lombok with the initials CW, was involved in a fraud/embezzlement case and money laundering (TPPU). The notary was sentenced to imprisonment for 5 (five) years and a fine of Rp 3,000,000,000 (three billion rupiah) (Radar Lombok, 2024 at 14.15 WITA). Sometimes, notaries experience legal problems where the source of the problem is their clients, such as falsification of identity or several letters made by their clients, so that the notary must also be dragged into the legal process. However, there are also legal problems that are consciously and deliberately committed by notaries with the aim of enriching themselves.

Notary problems that originate from themselves can occur due to internal factors from the notary himself, such as not complying with a provision that has been regulated in the applicable laws or regulations. One of them is a case in the Central Lombok area, West Nusa Tenggara. The notary in this case was legally and convincingly proven guilty of committing the criminal act of participating in fraud and money laundering. This is stated in the verdict in the Mataram High Court Decision Number 1/PID/2023/PT.MTR. In this case there were two defendants, namely Chuck Wijaya and Lalu Ading Buntaran.

Money laundering is often referred to as money laundering which comes from the English language, namely money which means money and laundering which means washing. So, Money Laundering literally means money laundering or bleaching money from crime. In general, the definition of money laundering is a process or action that aims to hide or disguise the origin of money or property obtained from the proceeds of a criminal offense which is then converted into property that seems to come from legitimate activities (Adrian Sutedi, Capital Markets Knowing Customers as Prevention of Money Laundering, Alfabeta, Bandung, 2013, p.9).12 According to Article 1 number 1 of Law No. 8 of 2010 concerning PP-TPPU (Prevention and Eradication of Money Laundering Crimes) which states: “Money Laundering is any act that fulfills the elements of a criminal offense in accordance with the provisions of this Law” (R.Wiyono, Discussion of the Law on the Prevention and Eradication of the Crime of Money Laundering, Sinar Grafika, Jakarta, 2014, p.17.) ‘Fraud and the Crime of Money Laundering who commits, who orders to commit and who participates in a continuing act’ which is regulated and punishable in the First indictment: First Article 378 jo. Article 55 paragraph (1) to 1 of the Criminal Code jo. Article 64 paragraph (1) of the Criminal Code and Second: First, Article 3 of Law Number 8 Year 2010 on the Prevention and Eradication of Money Laundering (TPPU) jo. Article 55 paragraph (1) to 1 of the Criminal Code jo. Article 64 paragraph (1) of the Criminal Code.

According to the indictment, this case began when an investor from Jakarta, Handy, was looking for land to invest in. Then, the two defendants jointly offered approximately 17 hectares of land, consisting of 32 parcels in one stretch called the main area. The land was located in Kateng Village, Mangkung Sub-District, West Praya District. The defendant Chuck Wijaya agreed to transfer the name of the certificate of all land parcels under the name of Chuck Wijaya, on condition that the victim witness pays 70 percent of the total sale value of the land. The victim provided a security deposit of Rp11,889,920,000 or 70 percent of the

sale value submitted. Until now, the certificate for the land has not been issued under Handy's name, while the security deposit has been withdrawn in cash or transferred to several accounts by Chuk Wijaya (Radar Lombok). So on the basis of the background description that has been described by the author, the author formulates two main problems, as follows: how is the authority of a notary in terms of buying and selling land for investment? And what is the form of notary's responsibility if proven to have committed a criminal offense against the security deposit in the sale and purchase of land for investment?

METHOD

The type of research the author uses is normative legal research. Normative research is that the law is conceptualized as what is written in the laws and regulations (Law in Books) or the law is conceptualized as rules or norms that are a benchmark for human behavior that is considered appropriate (Amirudin and Zainal Asikin, 2016, 118.). Normative legal research is an approach that is carried out based on the main raw material, examining theoretical matters concerning legal principles, legal conceptions, views and legal doctrines, regulations and legal systems using secondary data, including principles, norms, and legal rules contained in laws and regulations and other regulations, by studying books, laws and regulations and other documents that are closely related to the research (Soerjono Soekanto, 2006, 24).

This research uses several approaches, including the Statute Approach, which is an approach used to review and analyze all laws and regulations related to the legal issues being addressed (Mukti Fajar and Yulianto Achmad, 2010, 157). This approach is carried out by making the Law as the main guiding material in the research conducted. The Case Approach in normative research aims to study the application of legal norms or rules carried out in legal practice. This type of approach is usually used regarding cases that have received a decision. In a normative research, these cases can be studied to obtain an overview of the impact of the dimensions of norms in a rule of law in legal practice (Amirudin and Zainal Asikin, 2013, 47). Conceptual Approach

The conceptual approach, namely the conceptual framework, is a description of how the relationship between the concepts to be studied and expert views with the problems to be discussed (Amirudin and Zainal Asikin, 2013, 47).

The technique of obtaining legal materials in normative research, legal materials taken using document study techniques by conducting literature studies, tracing, reading, studying and reviewing various sources of literature in the form of laws and regulations, books and opinions of legal experts related to the problem under study.

Processing of legal materials in normative legal research by systematizing by selecting legal materials then classifying according to the classification of legal materials, and compiling legal materials so as to obtain research results systematically and logically. The analysis used is qualitative analysis, namely by interpreting the legal materials that have been processed (Muhaimin, 2020, 67). The nature of analysis in normative legal research is prescriptive, namely to provide arguments for the results of the research conducted, which can mean opposing, criticizing, supporting, adding or commenting and making conclusions with the help of the theory used (Muhaimin, 2020, 67).

RESULT AND DISCUSSION

Authority of Notary in Land Sale and Purchase for Investment

Land rights are transferred by deed. A deed is a writing that is deliberately made by certain parties that can be used as evidence and is included as a written proof force in the event of an unwanted event (Tjukup, I. K., et al, 2016, 180). The function of the deed consists of 2 (two), namely the formal and material functions or the function of evidence. The formal function is a function to complete or perfect a proof, while the function of evidence is a

function that is used as evidence in the future if there are problems so that the deed can be used as evidence (Isnaini, H., & Wanda, H. D., The Principle of Caution of Land Deed Officials in the Transfer of Uncertified Land, Ius Quia Iustum Law Journal, Vol.24 No.3, 2017, pp.467-487).

If a deed is an authentic deed, then the deed will have 3 (three) functions for the parties who make it, namely: (Salim HS, 2006, 43)

a. As evidence that the parties concerned have entered into a particular agreement;
b. As evidence for the parties that what is written in the agreement is the purpose and desire of the parties, and
c. As evidence to third parties that on a certain date unless otherwise specified the parties have entered into an agreement and that the contents of the agreement are in accordance with the will of the parties.

In Indonesia, land registration is regulated in Law Number 5 of 1960 concerning Agrarian Principles. Land registration is the beginning of the process of the birth of a proof of ownership of land to ensure legal certainty for the owner. As an implementing regulation of Article 19 of the UUPA on the need for land registration for legal certainty, Government Regulation Number 24 of 1997 on Land Registration was established. In this land registration process, evidence is needed that provides clarity on the rights and obligations of a person as a legal subject.

Land registration is a series of activities carried out by the government continuously, continuously and regularly which includes collecting, processing, bookkeeping, presenting and maintaining physical data and juridical data (I Wayan Eka Darma Putra, et al, 2018, 43). Through Government Regulation Number 24 of 1997 concerning Land Registration (State Gazette Number 59 of 1997, Supplement to State Gazette Number 3696), it is stated that the government has obliged all holders of land rights to register their land with the authorized agency. The obligation of all land rights holders to register their land is to implement the mandate of the Basic Agrarian Law (UUPA) Number 5 of 1960 (State Gazette Number 104 of 1960 Supplement to State Gazette Number 2043) Article 19 in conjunction with Government Regulation (PP) Number 24 of 1997 in order to ensure legal certainty of land rights owned by legal subjects.

In relation to the object of land registration, a deed is required in obtaining land rights, namely deeds related to land. If we look at the provisions of Law Number 30 of 2004 in conjunction with Law Number 2 of 2014 concerning the Office of Notary, especially in Article 15 paragraph (2) letter (f), then in addition to PPAT, notaries are also entitled to make land-related deeds of land rights such as sale and purchase, exchange, grants, division of joint rights and so on relating to land.

The making of an authentic deed by/before a notary is based on the order of the Law or at the request of the parties, but the notary is obliged to explain and provide information in the nature of legal counseling related to matters that will be contained in a deed. Thus, the parties are free to determine whether or not to agree to the contents of the deed that they will sign.

The provisions of Article 15 paragraph (2) letter (f) of Law Number 2 Year 2014 do not provide an explicit or implicit explanation of what it means to make a deed relating to land and what scope is included in the deed relating to land. Article 15 paragraph (2) of UUJN, states that in addition to the authority as referred to in paragraph (1), Notary is also authorized:

a. To certify signatures and determine the certainty of the date of letters under the hand by registering in a special book;
b. To record letters under the hand by registering in a special book;
c. Make a copy of the original letter under the hand in the form of a copy containing the description as written and described in the letter concerned;

d. Attesting the suitability of the photocopy with the original letter;
e. Providing legal counseling in connection with the making of the Deed;
f. To make a Deed relating to land; or
g. Making a Deed of auction minutes.

The provisions of Article 15 (2) letter (f) of the UUJN contain vague norms, this is because when the UUJN was passed there were polemics and debates about the meaning of the article. However, in Article 15 paragraph (1) itself states "that as long as the making of the deed is not also assigned or excluded to other officials or other persons stipulated by law", this implies that as long as there are no officials regulated in other laws, notaries can make deeds regarding all actions and agreements to be carried out.

The differences between Notary and PPAT will be explained by first knowing what the relevant laws and regulations provide a definition of this profession. According to Article 1 point 1 of Law Number 2 Year 2014 on the Amendment to Law Number 30 Year 2004 on the Office of Notary (hereinafter referred to as UUJN) states that:

"Notary is a public official authorized to make authentic deeds and has other authorities as referred to in this Law or based on other laws."

Then in Article 15 paragraph (1) of the UUJN it is also stated that:

"Notaries are authorized to make authentic Deeds regarding all deeds, agreements, and stipulations required by laws and regulations and/or desired by those concerned to be stated in an authentic Deed, guarantee the certainty of the date of making the Deed, keep the Deed, provide a grosse, copy and quotation of the Deed, all insofar as the making of the Deed is not also assigned or excluded to other officials or other persons stipulated by law."

According to Government Regulation No. 24 of 2016 on the Amendment to Government Regulation No. 37 of 1998 on the Regulation of the Position of Land Deed Official, provides the following explanation:

"PPAT is a public official who is authorized to make authentic deeds regarding certain legal acts concerning land rights or property rights over apartment units."

If it is associated with the theory of legal certainty which is one of the objectives of the law and it can be said that legal certainty is part of an effort to be able to realize justice. Legal certainty itself has a real form, namely the implementation and enforcement of laws against an action that does not look at who the individual is doing. Legal certainty in this discussion has an important role in distinguishing or separating the authority between notaries and PPATs in legal acts relating to the transfer of land rights.

If it is associated with the theory of authority, namely examining and analyzing the power of government organs to exercise their authority both in the field of public law and private law (SalimH.S and Erlies Septana Nurbani, 2013, 185). In this case, the one who has the authority (the right to do something) to make a Land Sale and Purchase Deed is PPAT, because it is clearly stated in Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations on the Position of Land Deed Officials, namely authentic deeds of legal acts regarding the transfer of land rights. If elaborated, the legal actions of the Land Deed Official are as follows:

a. Sale and purchase
b. Exchange
c. Grant
d. Entry into the company (inbreng)
e. Sharing of joint rights
f. Granting of building rights/use rights on freehold land
g. Granting of Mortgage Rights
h. Granting Power of Attorney to impose Mortgage Rights

The role of PPAT in the implementation of agrarian tasks as in the UUPA and Government Regulation Number 24 of 1997 concerning Land Registration. The transfer of

land rights focused on in this discussion is about the sale and purchase of land. In the transfer of land rights through sale and purchase, there are two deeds that we often hear and sometimes ordinary people consider them to have the same legal force, even though there is a very big difference between the two. A Perikatan Jual Beli (Sale and Purchase Agreement) can be made for certain reasons, such as non-payment of the sale and purchase price and non-payment of taxes arising from the sale and purchase. In general, the content of PPJB is the seller's agreement to bind himself to sell to the buyer accompanied by the provision of a deposit or down payment based on an agreement (Cermati, 2024 at 17.20 WITA).

PPJB is an agreement made by prospective sellers and prospective buyers of land or buildings as an initial binding before the parties make AJB before a PPAT. So, the official authorized to make PPJB is a notary. PPJB is made by the parties because there are conditions or circumstances that must be implemented in advance by the parties before the AJB before the PPAT. Thus PPJB cannot be equated with AJB which is evidence of the transfer of rights to land or buildings from the seller to the buyer. (Denise Elysia, 2019, 13)

The transfer of land rights through sale and purchase can only be registered if it is proven by a deed of sale and purchase (AJB) made by a Land Deed Official (PPAT). However, the deed can also not be made by a PPAT in certain circumstances, namely for remote areas where a PPAT has not been appointed, then the transfer of land rights is registered by the Head of the Land Office, as evidenced by a deed that is not made by a PPAT but which according to the Head of the Land Office is considered sufficient to register the transfer of rights concerned.

Sale and Purchase Agreement (PPJB) on land rights, if referring to the authority of PPAT article 2 PP No. 37 of 1998, then PPAT is not authorized to make the deed, and vice versa when a notary makes a Sale and Purchase Deed (AJB) which is the authority of PPAT, then based on PP No. 24 of 1997, if the deed is used as the basis for land registration, it will certainly not be accepted by the land office, because in article 6 paragraph (2) PP No. 24 of 1997 it is explained that in carrying out land registration, the Head of the Land Office is assisted by PPAT. Since the enactment of Government Regulation No. 10/1961 on Land Registration, Sale and Purchase is conducted by the parties before a PPAT which is cash, real and clear.

Based on Article 52 Paragraph (1) of the UUJN, Notary is not allowed to make deeds addressed to himself, his wife or husband, or other people who have a family relationship with the Notary either by marriage or by blood in a straight line of descent down and/or up without limit, and also a sideways line of descent up to the third degree, as well as being a party for himself or in a position or through the mediation of a power of attorney. When the Notary receives money entrusted from the confronter on the basis of the confronter's trust in the Notary, then indirectly there has been an entrustment agreement between the Notary and the confronters.

The Notary who receives the entrusted money indirectly becomes a party to the deed he/she makes, because there is a entrustment agreement between the Notary and the confrontants. As a consequence, referring to Article 52 Paragraph (3) of the Notary Office Law, determines that if a Notary commits an act as stipulated in Paragraph (1), then he can be sued to compensate for the loss. Then, the deed, which was previously an authentic deed that has perfect evidentiary power, degrades its evidentiary power to become like a deed under the hand.

Forms of Notary Responsibility if Proven to Commit Criminal Acts against Security Deposits in the Sale and Purchase of Land for Investment

In connection with the authority of the Notary can be burdened with responsibility for his actions / work in making oetentic deeds. The responsibility of a Notary as a public official includes the professional responsibility of the Notary itself in relation to the deed. The

responsibilities of a Notary as a public official include the responsibilities of the Notary profession itself in relation to the deed, including:

1. First, the civil responsibility of the Notary for the deed he/she makes. The responsibility in this case is the responsibility for the material truth of the deed, in the construction of a tort. Unlawful acts are both active and passive in nature. Active, in the sense of committing an act that causes harm to another party. While passive, in the sense of not doing an act that is mandatory, so that the other party suffers a loss. So the elements of unlawful acts here are the existence of unlawful acts, the existence of fault and the loss caused (Wahid Ashari Mahaputera, 2021, 664).
2. Second, Notary's criminal responsibility for the deed he made. Criminal in this case is a criminal act committed by a Notary in his capacity as a public official authorized to make deeds, not in the context of an individual as a citizen in general.
3. Third, Notary's administrative responsibility for the deeds he makes.

The responsibility held by the Notary adheres to the principle of liability based on fault, in the making of an authentic deed, the Notary must be responsible if the deed he makes contains an error or a deliberate violation by the Notary (Andi Mamminanga, 2008, 32). In other words, if the element of error or violation occurs from the confronting parties, as long as the Notary exercises his authority in accordance with the regulations, the Notary concerned cannot be held liable, because the Notary only records what is conveyed by the parties to be poured into the deed. False information submitted by the parties is the responsibility of the parties.

From the description of the forms of notary responsibility above, it can be concluded that the responsibilities of notaries can be divided into 3 namely administrative responsibility, civil responsibility, and criminal responsibility. In this paper, the author focuses on the discussion of the notary's criminal responsibility for security deposits in the sale and purchase of land for investment. The author agrees with the criminal decision of the Mataram High Court Decision Number 1/PID/2023/PT.MTR. which in its opinion upholds the Decision of the Mataram District Court Number 126/Pid.B/2022/PN.PYA which states that Defendant I Chuck Wijaya S.H., M.Kn. and Defendant II Lalu Ading Buntaran Alias Lalu Buntaran are legally and convincingly proven guilty of committing the crime of “Fraud and Money Laundering who commits, who orders to commit and who participates in continuing acts” which are regulated and punishable in the First Indictment: First Article 378 jo. Article 55 paragraph (1) to 1 of the Criminal Code jo. Article 64 paragraph (1) of the Criminal Code and Second: First Article 3 of Law Number 8 Year 2010 on the Prevention and Eradication of Money Laundering (TPPU) jo. Article 55 paragraph (1) to 1 of the Criminal Code jo. Article 64 paragraph (1) of the Criminal Code as in the Combination Indictment of the Public Prosecutor.

CONCLUSSION

Based on Article 52 Paragraph (1) of the UUJN, a Notary is not allowed to make deeds addressed to himself, his wife or husband, or other persons who have a family relationship with the Notary either by marriage or by blood relationship in a straight line of descent down and/or up without limit, and also a sideways line of descent up to the third degree, as well as being a party for himself or in a position or through the mediation of a power of attorney. Notaries who receive entrustment money indirectly become parties to the deed they make themselves, because a entrustment agreement arises between the Notary and the confronters. As a consequence, referring to Article 52 Paragraph (3) of the Notary Position Law, determines that if a Notary commits an act as stipulated in Paragraph (1), then he can be sued for compensation. Then, the deed, which was previously an authentic deed that has perfect evidentiary power, degrades its evidentiary power to become like a deed under the hand.

The forms of notary responsibility above, it can be concluded that the responsibilities of notaries can be divided into 3, namely administrative responsibility, civil responsibility, and criminal responsibility. In this paper, the author focuses on the discussion of the notary's criminal responsibility for security deposits in the sale and purchase of land for investment. The author agrees with the criminal decision of the Mataram High Court Decision Number 1/PID/2023/PT.MTR. which in its opinion upholds the Mataram District Court Decision Number 126/Pid.B/2022/PN.PYA which states that Defendant I Chuck Wijaya S.H., M.Kn. and Defendant II Lalu Ading Buntaran Alias Lalu Buntaran are legally and convincingly proven guilty of committing a criminal offense as charged by the Public Prosecutor.

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