

## Legal Consequences of the Auction of The Auction Object Related to the Beneficial Owner of the Auction Object Over the Buyer

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### ABSTRACT

A competitive auction consists of a public sale managed by a second manager, where sellers and buyers exchange assets as specified in mutual documents. According to the provisions of Article 38(c) of the Financial Regulation No. 4662; these officials cannot purchase goods directly or indirectly in their presence, in accordance with the Secondary Officials Law No. 189/PMK.06/2017. However, the fact that the legislation does not specify specific conditions regarding the concept of "direct or indirect purchase" causes confusion. This ambiguity raises concerns about abuses such as buy-side consultants participating in money laundering (TPPU). This study examines two important issues: the limitations of the term "buyer" in Section 38(c) and the legal benefits provided to employees associated with the buyer-owner. Remain loyal to the judicial system, use law and techniques to analyse the interpretation of the law. The study ends with the clarification of the scope of the ban and the investigation of the legal consequences of non-compliance with the ban. These findings can form the basis for recommendations to the relevant authorities on resolving legal issues and preventing abuse of the auction process, complying with legislation and ethical rules.

**Keywords:** Class II Auction Officer, Beneficiary Owner

### INTRODUCTION

The word auction is derived from the word Auction, which means gradually increasing. In Greek times and the Roman Empire, it was used to sell loot from successfully conquered countries, including the sale of goods, works of art, diamonds, slaves, live animals, and other items of a commercial nature. At that time, the auction paved the way for a system designed to overcome the greed for the human body and make it fair and honest to those who wanted to buy it (Bu et al., 2007). The authorized officer may be referred to as a salesperson. Candidates shall be supervised by Second-Level Officers (hereinafter referred to as Second-Level Officers of the PMK) in Section 3 of Part 1 of Law No. 1. Decision No. 189/PMK.06/2017 of the Minister of Finance of the Republic. Indonesia (Keuangan, 2022),

The auctioneer is a private person authorized by law to make direct sale. The auctioneer may also bid or sell items at auction. VR Section 1 sets out the main rules for bidding, as specified by the Dutch: Enter the price. A person present at an auction or sale or a person authorized to participate and having the opportunity to bid, accept a bid price or enter a price in a closed auction.) Law No. 189/PMK.06/2017, Section 1, Article 1, Indonesian law on state procurement (Pramapta, 2022; Sri Sulastri, 2021):

An auction is a public sale, Written and written bids may be made to increase or decrease / or verbal bids to reach the maximum price, for example before the bids are announced. Subsection h provides for the establishment of a competitive list. The candidate can also continue in the position of the person who was rejected under Article 15(2)(g) of Law No. 6654. Law No. 2 on Amendment of Law No. 2014 UUJN), namely (Bandhar and Djaja, 2023; Dewi and Resen, 2021; Santika et al., 2023):

"The writer is encouraged to make commercial bids" This means that the writers are appointed as II. officers appointed by the Governor. Finance according to the law. The auctioneer may act as auctioneer according to the provisions of article 7 of the "Auction Rules" (hereinafter referred to as VI), since the auctioneer is second in rank, it is decided that the auctioneer may act. The writer may work as auctioneer II, a common position not limited by law, see the provisions of article 17 of the UUJN (. et al., 2017; Vigo Putra et al., 2023).

Article 1 of Chapter 1 of the UUJN clearly indicates the definition of a notary and states that (Manoylo, 2022)

The notary is a public officer authorized to conduct business and has the authority specified in the UUJN Other authority document. However, the granting of this power has led to legal uncertainty regarding its use in the field of competition, because it is inconsistent with the power of the auctioneer as the person conducting the auction, as provided for in Article 1 a VR:

Even if state regulations or legal regulations allow public sale without the intervention of the auctioneer, the public sale must be conducted in the presence of an auctioneer. Citizens who are denied under Article (2)(f) have the authority to act on the land and this authority must be the authority of the PPAT (Doly, 2011; Putri et al., 2019). According to the provisions of Article 38 of the PMK regarding the Second Sales Manager, the limitations of the Sales Manager are as follows: The Second Sales Manager is limited to the following in the performance of his duties:

- a. Carrying out auctions outside of their authority.
- b. Deliberately not attending the scheduled Auction.
- c. Buying goods auctioned in his presence directly or indirectly.
- d. Receive a guarantee of the Auction Bid and Auction Payment Obligation from the Buyer, if the Auction Centre is the applicant for the Auction.
- e. Making other levies beyond those specified in the applicable laws and regulations.
- f. Perform actions that are not in accordance with propriety as an Auction Officer.
- g. Rejecting the Auction application, as long as the Auction requirement documents are complete and have fulfilled the formal legality of the Auction subject and object.
- h. Concurrently serving as State Civil Apparatus/TNI/Police, State Official, Curator, Appraiser and/or Lawyer/Advocate.
- i. Carrying out the Auction of land and/or building objects with a limit value of at least Rp. 1,000,000,000.00 (one billion rupiah) which is determined not based on the appraisal results from the Appraiser.
- j. Conducting auction on land and/or building objects with a limit value below the Tax Object Sale Value (NJOP).

Legal issues that the author will discuss about membership benefits. In English literature, the term "beneficiary" or "beneficiary" refers to the estate of a deceased person and is often used in English-speaking countries under the laws of the Swedish-American Treaty of 1939. Beneficiaries are also included in United Nations (UN) documents, which also indicate the meaning of the succession of the deceased. These laws generally cover the distribution of property and address the tax on undistributed property that benefits beneficiaries and people if not distributed. However, the ownership of the content of the referrals will not be accepted. In this case, the law in Article 38(1) c of the PMK II Auctioneer is vague and may create legal problems because it does not define the persons.

In the accepted and cases, only the word "purchase" should be used, including: the content of the acquisition of interest and changing the ownership of the property. Readers can think of the intensive meaning (Cem tebe tut bekekents) by making connections in the narrative. However, this personal view often leads to misunderstandings that can be partially eliminated (reduced) by the contradictory discussions in the press and in the Congress. This will result in only experts being able to analyze, suggest or explain anything regarding legal interpretation. The legal nature of the sold goods is related to the beneficiary of the buyer. What is the meaning of the phrase "shall purchase goods directly or indirectly in his presence" in Article 38(c) for the second auctioning officer? Article 38(c) of Law No. 4662. The Minister of Finance's Law No. 189/PMK.06/2017 II. Class auction objects by II. Class auctioneer, regarding the profits obtained by the owner from the auctioned goods What are the benefits provided to the buyer of the sold goods? Goods sold according to the legal rights of the seller.

### **METHOD**

Legal research is conducted to uncover existing legal problems and produce solutions. The result is a solution to an existing problem. Peter Mahmud Marzuki believes that legal research is the study of acquiring legal norms, legal structures (Blegur, 2022) and even legal thought. Now to answer these questions. In this case, the author has adopted various research methods, including (1) legal method (administrative method), (2) theoretical method. Conducting research and data research through literature and the internet by compiling and examining all laws, regulations, books and articles related to the subject. In addition, all relevant laws will be complied with in the laws and regulations to be issued. For legal information in the form of books and articles, theories and explanations will be useful and finally, all information will be prepared systematically to support the analytical process. By analyzing the legal equipment related to competition, research problems have been identified to investigate the success of the products sold by sellers and the legal benefits provided to the real owner of the goods sold by the buyer. The explanation or translation used by the author in this last document is the use of explanation that refers to the meaning of the text/words related to the laws and compares the laws in the old law with the new law.

### **RESULTS AND DISCUSSION**

Auction Officer II is a job or activity that aims to develop the auction service in Indonesia with ethical and honorable standards and to provide public assistance in public auctions. Official auctions are public employees who are also responsible for auctions regulated by Article 1868 of the Civil Code. - A genuine document is a document issued by or in the presence of an official authorized to do so in the place where it is issued, in the manner prescribed by law. In Law No. 213/PMK.06/2020 of the Ministry of Finance (PMK Tender Implementation Principles) - It is stated that the tender documents are the records of the Ministry of Finance and the Tender Officer and are true. promise with impeccable evidence. Competition documents are evidence that includes the legal requirements of certain competition documents. The Second Sales Manager can be considered a legal provider due to legal requirements such as competition, and the Second Sales Manager is expected to act ethically and

honorably. In addition, second-tier competition officials need to understand the law and regulations and develop their knowledge and skills in competition law, which is important for providing legal evidence (Wijaya, 2022). There are restrictions in the performance of the duties of Second Class Sales Manager and this PMK Second Class Manager Section 38 provides limited matters such as:

- a. Carrying out auctions outside of their authority;
- b. Deliberately not attending the scheduled Auction;
- c. Buying goods auctioned in his presence directly or indirectly;
- d. Receive a guarantee of the Auction Bid and Auction Payment Obligation from the Buyer, in the event that the Auction Center is the applicant for the Auction;
- e. Making other levies beyond those specified in the applicable laws and regulations;
- f. Perform actions that are not in accordance with propriety as an Auction Officer;
- g. Rejecting the Auction application, as long as the Auction requirement documents are complete and have fulfilled the formal legality of the Auction subject and object;
- h. Concurrently serving as State Civil Apparatus/TNI/Police, State Official, Curator, Appraiser and/or Lawyer/Advocate;
- i. Carrying out the Auction of land and/or building objects with a limit value of at least Rp. 1,000,000,000.00 (one billion rupiah) which is determined not based on the appraisal results from the Appraiser.
- j. Conducting auction on land and/or building objects with a limit value below the Tax Object Sale Value (NJOP).

The second-class competition inspector shall not, in the performance of his duties:

Shall not directly or indirectly purchase goods sold in his presence - In the definition of the PMK Secondary Auctioneer, there is no explanation regarding the direct or indirect purchase of goods at auction. In front of him, regarding Section 38 c of the PMK Secondary Auctioneer, in which the author tries to find in depth what is direct purchase and direct purchase related to the sale of goods. Therefore, in this case, the author is of the opinion that the legal issue mentioned above is a legal issue that contains legal uncertainty and may affect legal ideas.

The author's theory is supported by the Utrecht Theory, which states that if there is a law that is not applied or there are rules but the rules are not clear, in these cases, the law of the search method can be used to create special rights. . for him. In addition to the legal research method, the author also uses the development research method that he mentioned (Latipulhayat, 2014; Nurhidayati, 2021), that is, law is a tool to control people. According to his work, the nature of law is the importance of care, that is, to protect and control what is done by law. Every community, including the development community, needs this work because even here there is a value that needs to be managed, protected and secured. However, there is much more to law than this function in the construction of societies, which is what we mean by rapid change. It should also be able to assist in the process of social change. The traditional perspective on law in terms of administrative decision-making is static, emphasizes the maintenance of law and believes that law cannot play a significant role in change. The sentence must first be seen in the general context of the sentence. In the Indonesian dictionary, everything is about getting something/others through sacrifice (money). Direct purchasing According to Muliadi, direct purchasing is the process of obtaining goods and services through direct exchange for personal use or for sale.

Meanwhile, Sofjan Assauri said that direct purchasing is one of the most important activities for the efficient operation of the company, which is responsible for obtaining products in valuable material quantity and quality. According to (Nabilatul Fanny & Anindiya Soviani, 2020; Yuliyani et al., 2023), the direct purchase of goods by commercial companies includes the following, including the purchase of goods in cash and on credit.

The law of purchase is related to the law of purchase and sale specified in Article 1457 of the Civil Code (Firmansa et al., 2020; Mullyana & Abdughani, 2021) Sale and purchase are contracts. The seller binds himself with the promise to deliver a product/product, and the other person, the buyer, with the promise to pay the price. Responsibility of delivering the goods to the buyer; In the contract, the seller must give the buyer the details of the sale and have the right to receive the price, and the buyer must pay the price and have the right to receive the details. The definition of elector in Black Law is as follows: A person is elected instead of another, usually without permission. The party who has a bare property right for the benefit of another or who receives the money and distributes it to another.

In this sense, it can be said that a person is elected if he follows the election under certain conditions and this person is a direct beneficiary, receives the cash flow and distributes it to others. people. The identity of a beneficial owner can be disclosed and investigated under the Commercial Code. The owner, a confidential person, is generally responsible for all aspects of company policies. (Right to propose or nominate.) The beneficiary of a power of attorney, unlike the beneficiary of a power of attorney, does not own the property (such as an interest) under the agent's control.

There are restrictions on indirect purchases by voters. It will need the approval of the agent, so in this case the contract that the agent will purchase may be equal to the contract. Therefore, in this case, the provisions of the law apply to the contract and those limited in the contract.

In this case, the area of direct purchase and direct purchase can be determined, including direct purchase, direct purchase is a legal bridge where the buyer and seller sign a contract based on a contract. direct purchase. The buyer sends an amount of Qurban (money) and the seller is also responsible for sending an amount of Qurban (money). The purchase and sale of the content of direct purchase may be equivalent to the agreement of the organization, that is, the purchase is made by another person, the person is the real beneficiary, the agent is the real beneficiary. The limits of the language in Article 38(c) of Auctioneer II are normatively unclear. Regarding the usufruct exercised by the Secondary Auctioneer, there must be conditions and laws regarding the usufruct. In English literature, beneficiaries or beneficiaries refer to the heirs of the deceased and are often used in English-speaking countries according to the rules of the Swedish American Agreement of 1939. Beneficiaries also appear in United Nations (UN) documents, which also indicate the meaning of the succession of the deceased. These laws generally involve the distribution of assets and relate to taxes on undistributed assets that will be paid by the beneficiaries and beneficiaries if they are not distributed. If the estate is divided, it becomes an inheritance. The usufructuary refers to the owner of the interest associated with the agent or the agent and ensures that the interest is given to the agent or the person designated to receive the income on his behalf. There are two (two) points of usufructuary ownership: If the country from which the person receives the income does not give it to that person, that

person will not be the owner of the income. If the country of residence grants the income to that person, the beneficial owner is not considered as the beneficial owner of the income under Indonesian law, and even if the beneficial owner is the beneficial owner, except in certain cases where the beneficial owner meets to determine which party is the beneficial owner. Regulations play an important role in this aspect of the important rules. Other documents also show that the beneficial owner can be defined as a party who meets the ownership criteria but does not legally claim ownership. (Aninta Sagitaria, 2022; Jatmiko & Prananingtyas, 2023; Sagitaria, 2022) The definition of beneficial owners is provided in Article 2 of Chapter 1 of Presidential Decree No. 1. In this context, regarding the compliance of companies with the guarantee, the 2018 Prevention and Suppression of Money Laundering and Crime Regulation No. 13 (hereinafter referred to as the "Presidential Regulation No. 13 of 2018") states the following:

-Beneficial owner: It refers to the person who appoints or dismisses the directors, board of directors, directors, managers or directors of the company, has the authority to control the company, has the right to obtain benefits directly or through the company. , is the real owner of the company's funds or products and / or meets the criteria specified in this Management Law. & Prihatinah, 2022) 156/PMK.06/2017 The following provisions are included regarding the Application of the User Consent Principle to Retail Sites:

- Beneficial owners must be the following persons:
- a. Having rights to and/or receiving certain benefits related to Service User Transactions, either directly or indirectly.
  - b. Is the actual owner of the assets related to the Service User Transaction.
  - c. Control the Service User Transaction.
  - d. Give authorization to carry out transactions.
  - e. Controlling the Corporation; and / or
  - f. Is the ultimate controller of the Transaction conducted through the Corporation or based on an agreement."

The real owner referred to here by the author is the "beneficial owner" assigned to the second seller for the goods sold/sold by the buyer. According to PMK No. 38 (1) c. 189 (Arifin and Velentina, 2022), second-tier competitors are prohibited from purchasing products directly or indirectly. The purchase here refers to the relationship between the law and the product, which is reflected in the rights over the product, even if it is a usable product, whether movable or immovable. In purchasing, a contract of sale is known as a type of commercial transaction where the contract is the completion of delivery and the buyer is obliged to pay the price of the goods in something that can be money. It can be determined that the terms of purchase are collective and these terms include: benefiting from the terms of sale; legal effect of the section affecting the transaction under Article 56(2) Letter b of the PMK Level II Auction Officer (Boby Wijaya & Ratna MS., 2022; Manora et al., 2022). If it is proven that the Second Sales Manager is the beneficial owner of the items sold (as evidenced by the content of the additional content), the content of Section 38 (c) of the PMK Second Sales Manager is considered to be met; indirect purchase with the Second Sales Manager as the owner of the goods sold. R. Soeroso notes that the author defines legitimacy as the result of obtaining the results desired by the actor and regulated by law. The actions are legal, that is, they are actions aimed at fulfilling the requirements of the law.

## CONCLUSION

Based on the above discussion, it can be concluded from the discussion of these issues, including direct purchase, it can be concluded that direct purchase is the law in which the buyer and seller sign the contract, that is, direct purchase. In the contract, the buyer makes some sacrifice by sending money (money), while the seller assumes responsibility by sending the terms of sale. Direct purchase can be equated with the office contract, that is, if the purchase was made by another person, the other person is not the real beneficiary, the person who appointed the agent is the real beneficiary of the breach art. 38 c PMK Auctioneer II according to Rule 56(2)(b) of the PMK II Auctioneer. If it is proven that the Second Sales Manager is the beneficial owner of the sale items (as evidenced by the content of the additional content), the content of Section 38 (c) of the PMK Second Sales Manager is deemed to be met; Indirect purchase with the Second Sales Manager the owner of the sold goods. In the above discussion, suggestions can be made including adding section 38(c) of the PMK for the Second Sales Officer with specific rules on the interpretation of direct procurement and direct competition. The interpretation of illegal goods directly or indirectly connected with the sale may have practical consequences; on the understanding that the second campaign officer will be willing to be removed from his post by receiving a larger reward.

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