



## Sanctions for not being read out by the auction office

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### Abstract

Auction minutes that the Class II Auction Officer does not read will affect their validity. The problem in this paper is about how the validity of the deed is not read out by the auction official, as well as the form of legal protection for the Class II Auction Officer for acceptable sanctions due to the auction minutes not being read out in the implementation of an electronic non-execution auction. This paper aims to analyze the validity of the deed that was not read out by the auction official in the performance of an electronic non-execution auction and a form of legal protection for Class II auction officials. This writing uses a normative juridical method with a statutory and conceptual approach. The study results indicate that the minutes of auction through the internet media have fulfilled the elements contained in Article 1868 of the Civil Code. Legal protection for Class II Auction Officials can be carried out in 2 (two) ways: preventive legal protection, namely by making new rules or improving the provisions of the old laws. Repressive legal protection is to take legal action in the form of an appeal against the Administrative Court or an appeal against the Supreme Court. In the request and cassation, repressive legal protection should be prioritized.

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## 1. Introduction

Auctions are sales of goods that are open to the public with a written and verbal price offer that increases or decreases to reach the highest price. (Karina, 2020) As a legal institution, there have been regulations in the legislation since the time of the Dutch East Indies Colonial Government; the code is contained in the *Vendu Reglement* or VR, which was announced at *Staatsblad* 1908, number 189. (Enrawati, 2020) The Dutch heritage regulations are still valid nationally, of course, with some adjustments to these regulations and the regulation of auction fees, which are contained in the State Gazette of 1949 Number 390 and as the legal basis for conducting auctions and also being the basis for the birth of various technical regulations and provisions regarding auctions—made by the Government in the form of a decision or Regulation of the Minister of Finance and a Circular Letter of the Directorate General of State Assets. (Sudiarto, 2021)

The auction begins with the Auction Announcement process. (Mangunsong, 2020) Auction officials may conduct auctions. Auction officials can be divided into 2 (two), namely Class I and Class II auction officials. (Ferels, 2021) Auction Officers generally carry out Auctions, both Class I and II Auction Officers, to lead land or company inventory auction activities in the context of eliminating company inventory.

The Minutes of Auction must contain a statement of the agreement between the seller and the auction buyer. After finding the auction's winner, the Auction Officer reads the minutes of the auction in front of the sellers and buyers of the auction. (Dewi, 2021) The minutes of the auction that have been read out will be signed by all parties in front of the auction official. The Minutes of Auction is perfect evidence of the existence of an auction. (Qindy, 2021) Minutes of the auction are authentic deeds. Thus the authentication of minutes must be accounted for by the auction office.

At the beginning of the sale and continuing the deal that was stopped in the middle of the auction, the central part of the minutes must be read aloud by or on behalf of the auctioneer to the parties present at the auction. Article 38 of the V.R states (up to S. 1912-583.) that every page of the news event, except the last page, must be ratified with a signature by the auctioneer or his proxy. The minutes are signed by the auctioneer or his representatives and by the person for whom the application for sale is made; if he does not want to participate in signing it or is not present at the closing of the minutes, then it must be stated in the minutes. The statement that the seller does not want to sign or is not present shall act as a signing.

Article 39 V.R explains that it is not permissible to make changes or additions to the official report, except at the margin or, if there is no space, directly before the place where the official announcement is signed, by pointing to the page and line concerned. Words, letters, or numbers listed in the minutes are not allowed, except with a thin line so that what was written there can still be read. The number of words, letters, and numbers underlined must be listed in the margins of the paper page. Everything according to this article is written in the margins of the minutes and must be signed by the signatories.

The framework for the article explains that in the report, the losses referred to are in the form of falsification of data or nominals in the auction minutes other than what has been agreed upon in the auction; there is a clause that is not by the auction rules so that it violates the law. Law, causing material loss to the buyer and seller of the auction, and so on. Thus, the author's initial assumption is that the risk of minutes of auction being made not by the provisions of the form of the minutes of an auction, the minutes of an auction will no longer become an Authentic Deed, as is the case with the fulfillment of the provisions in Article 37 *Vendu Reglement* which states that the head of

the minutes of an auction must read to auction participants by auction officials. (Marziah, 2019)

About these provisions, the Regulation of the Minister of Finance of the Republic of Indonesia Number 213/PMK.06/2020 concerning Auction Implementation Guidelines, especially in the attachment for the Implementation of Auction Bidding by Electronic Mail (e-mail), number 6 (six) states that at the time of the auction, the Auction Officer shows the Head of Auction Minutes and open a recapitulation of auction bids together with the Seller and 2 (two) witnesses, each 1 (one) person from the KPKNL or Auction Hall and 1 (one) person from the Seller.

In the attachment to the Implementation of Auction Bidding through the Auction Application, number 2 (two) states that the auction through the Auction Application begins with the presentation of the Head of the Auction Minutes by the Auction Officer with the following procedures and conditions: (a) for auctions through the Auction Application with closed bidding. Bidding), conducted by the schedule for opening the list of auction bids as stated in the auction announcement; (b) for auctions through the Auction Application with open bidding, conducted by the auction schedule as stated in the auction announcement.

Thus, in conducting the auction without the presence of the auction participant (electronically), bidding by electronic mail and auction application, the Class Auction Officer is obliged to display the head of the auction minutes before the bid is made. Based on the description above, it can be seen that there is a conflict of legal norms between Article 37 of the *Vendu* Regulation, which states that the head of the minutes of the auction must be read to the auction participants by the auction official, and the Regulation of the Minister of Finance Number 213/PMK.06/2020 concerning Instructions for Auction Implementation: The auction Officer must display the head of the minutes of the auction before the auction bid is made without the presence of the auction participant (electronically).

This problem is what underlies the author to conduct legal research with the title "Legal Protection of Class II Auction Officials on Sanctions Due to Unread Auction Minutes in the Implementation of Non-Executive Auctions Electronically." The problems to be raised in this paper are 1). What is the validity of the auction minutes that the Class II Auction Officer does not read out in the non-execution of electronic auctions? 2. What is the legal protection for Class II Auction Officers for sanctions that can be received due to auction minutes that are not read out in the implementation of non-execution auctions electronically?

Based on the scientific work written by Vina Putri Salim and Bambang Sugeng Ariadi Subagyo published in the journal *Notaire* (Salim, 2022), it was found that the validity of the online non-execution voluntary auction (e-Marketplace Auction Platform) without an auction official is legal and can be binding. The parties, because the auction is also an agreement that adopts the characteristics of a sale and purchase agreement (Article 1457 BW), and as long as the auction has met the legal requirements of the contract according to Article 1320 BW. In addition, any related electronic information/document will still be considered valid as long as the information contained in it can be accessed, displayed, guaranteed for its integrity, and accounted for.

In addition, PMK 213/2020 concerning auction implementation instructions applies *mutatis mutandis* (can be used if needed) to auctions conducted online as in conventional auctions, except for the bidding method and the presence of bidders. Legal protection of the parties is to take legal action in dispute resolution, where the parties can choose a settlement through court, arbitration, or other alternative dispute resolution institutions (conventional/online dispute resolution by the provisions of the Laws and Regulations. Therefore, this writing specifically discusses the sanctions due to the auction minutes not being read

out by the auction officials in implementing the non-electronic execution of auctions.

## 2. Methods

The type of research used by the researcher in this research is normative juridical law research. The author chose this type of research to conduct research on legal principles and systematics as well as horizontal synchronization to analyze legal issues in the form of the validity of the auction minutes that the Class II Auction Officer did not read out in the implementation of electronic non-execution auctions as well as legal protection against Class II Auction Officer for the sanction that can be received due to the minutes of the auction not being read out in the implementation of the voluntary electronic non-execution auction. This study uses a research approach in the form of a statutory approach and a conceptual approach. It uses analytical techniques in the form of grammatical and systematic interpretation.

## 3. Results and Discussion

### 3.1. The validity of the auction minutes that are not read out by class II auction officials in the implementation of non-execution auctions electronically

Auctions via internet media or e-auction are regulated in Article 1, 1 of the Regulation of the Minister of Finance of the Republic of Indonesia, Number 213/PMK.06/2020, auctions via the internet are sales of goods that are open to the public with a written price offer without the presence of bidders to achieve the highest price through an internet-based auction application. (Salim, 2022) The provisions of Article 1 point 4 of the Law of the Republic of Indonesia Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 (State Gazette Number 58, Supplement to the State Gazette Number 4843) concerning Information and Electronic Transactions. (Miptahul, 2020)

Electronic Documents are Electronic Information that is created, forwarded, sent, received, or stored in analog, digital, electromagnetic, optical, or similar forms, which can be seen, displayed, and heard through a Computer or Electronic System, including but not limited to writing, sound, pictures, maps, designs, photographs or the like, letters, signs, numbers, access codes, symbols or perforations that have meaning or meaning or can be understood by able people. Based on these provisions, the definition and mechanism of the auction offer have been expanded, especially from the point of view of the media used to hold the auction. Auctions are no longer only direct sales of goods open to the public but also indirectly through electronic media. (Zaki, 2016)

The authority given to the Auction Officer as stated in the Regulation of the Minister of Finance of the Republic of Indonesia Number 213/PMK.06/2020 says that the Auction Officer is obliged to make an auction report or commonly referred to as the Minutes of Auction. The minutes of the auction, according to the Regulation of the Minister of Finance of the Republic of Indonesia Number 213/PMK.06/2020, are the minutes of the auction made by the Auction Officer. This Minutes of Auction is also an authentic deed with perfect evidentiary power. The Minutes of Auction produced during the auction through the internet media are also categorized into electronic documents. This is because the Head of Auction Minutes is shown before the auction starts on the auction application.

The minutes of the auction, which is also an electronic document, must also meet the elements in Article 1868 of the Civil Code concerning authentic deeds. The form and procedure for making Minutes of Auction are the same as making Minutes of Auction, which is carried out through conventional auctions. However, the difference lies in how the traditional auction is carried out by being physically present. In contrast, auctions through internet media are carried out using elec-

tronic devices. Meanwhile, another difference lies in the reading of the Minutes of Auction and the signing of the Minutes of Auction.

The Auction Officer reads the Minutes of Auction in conventional auctions to the bidders, but unlike the Minutes of Auction in auctions via internet media, the Head of Minutes of Auction via the internet is only displayed on the auction application that has been provided before the auction begins without any reading. This is regulated in the Regulation of the Minister of Finance of the Republic of Indonesia Number 213/PMK.06/2020, which states that the Implementation of the Auction Through the Internet begins with the presentation of the Head of the Auction Minutes by the Auction Officer". The procedure for showing the Minutes of Auction based on PMK Number 213/PMK.06/2020 is as follows: (a). For auctions through internet media with closed bidding, conducted by the schedule for opening the list of auction bids as stated in the auction announcement; (b). Auctions through internet media with open bidding are carried out according to the auction schedule stated in the auction announcement.

However, in the above provisions, contrary to the conditions in Article 37 *Vendu Reglement*, which is the basis of the auction rules, namely at the beginning of the sale as well as in continuing the deal, which stops in the middle of the auction, the central part of the minutes must be read aloud by or on behalf of the auctioneer to the auctioneer. Audience. The matter of reading must be mentioned in the minutes so that the reading of the Minutes of Auction is part of the *Verlidjen* or the inauguration of the assignment of the deed and the signing of the Minutes of Auction. If the Auction Officer makes the Minutes of Auction, the Minutes of Auction must also be read out by the Auction Officer.

*Verlidjen* is a verb from the word *verleden*, meaning to have made. This last word comes from the old Dutch language and is no longer used in

everyday language and is only used in the field of law. The purpose of the reading of the deed is so that the bidders have a guarantee if they have signed what they heard before (the task by the Auction Officer) to gain confidence that the Minutes of Auction contains what the bidders want. Suppose the reading of the Minutes of Auction is related to the function of the authentic deed in proof. In that case, it can be seen that in making the Minutes of Auction, reading the act is an obligation for the Auction Officer to exercise his position.

Similarly, in an auction through internet media, the Head of the Auction Minutes should still be read out, not just broadcast. According to Tan Thong Kie, reading the deed has benefits, including a). When the inauguration (*verlidjen*) of the act is about to end, there is still an opportunity for the official to correct mistakes in writing words/sentences that were previously invisible because there could be fatal or embarrassing mistakes; b). The appearers are allowed to ask unclear or not understood questions from the contents of the deed that were read out; c). Public officials and appearers have the opportunity at the last second before the appearers have signed the deed, witnesses, and public officials to rethink the act, ask questions, or change the contents of the deed.

As for the violations committed, if the Auction Officer does not read the Minutes of Auction, then the Minutes of Auction will have the power of proof as an underhand deed. In other words, the Minutes of Auction loses its authenticity. However, if connected with the provisions in Article 1868 of the Civil Code states. As for the elements in Article 1868 of the Civil Code, the form of the act is made by what is determined by the law (*wettelijkje state*).

The making of Minutes of Auction via the internet in the Regulation of the Minister of Finance of the Republic of Indonesia Number 213/PMK.06/2020 Guidelines for Implementing Auc-



tions with Written Bids Without the Presence of Bidders Through the Internet Media are not explicitly regulated. It only governs the presentation of the Minutes of Auction and the signing of the Minutes of Auction. Making Auction Minutes through the internet is the same as conventional Auction Minutes, the only difference being the implementation. So that in making the Minutes of Auction through the internet media must adhere to the regulations for making Conventional Auction Minutes such as the *Vendu Reglement* regulated in Article 37 to Article 39 and Regulations of the Minister of Finance of the Republic of Indonesia Number 27/PMK.06/2016 (State Gazette of the Republic of Indonesia of 2016 Number 270) concerning Instructions for Implementation of Auctions.

In PMK Number 27/PMK.06/2016 (State Gazette of the Republic of Indonesia Year 2016 Number 270), Chapter VI concerning Minutes of Auction regulates the composition. Article 85 paragraph (2) Minutes of Auction consists of (a). Head Section; (b). Body Parts; and (c). Foot Part.”<sup>25</sup> Minutes of the Auction are made in Indonesian, and each minute of the auction is assigned a serial number. Article 86 PMK Number 27/PMK.06/2016 (State Gazette of the Republic of Indonesia Year 2016 Number 270) explains that the Head of the Minutes of Auction shall at least contain: (a). The auction’s day, date, and time are written in letters and numbers; (b). full name and domicile of the Auction Officer; (c). number and date of the decision letter on the appointment of the Auction Officer; (d). number and date of special assignment letter for Class Auction Officer; (e). full name, occupation, and place of domicile or domicile of the Seller; (f). the number or date of the auction application letter; (g). location of auction; (h). the nature of the goods being auctioned and the reasons for the goods being auctioned; (i). If the auction object is in the form of immovable property in the form of land or land and buildings, it must be stated: 1. status of rights or other documents ex-

plaining proof of Ownership; 2. Number and date of SKT/SKPT from the Land Office; and 3. additional burdensome information, if any; (j). If the auction object is in the form of movable goods, the quantity, type, and specification of the goods must be stated; (k). the method of Auction Announcement that has been carried out by the seller; (l). auction bidding method, and the terms and conditions of the auction.

Then in the *Bipada* section, the minutes of the auction are regulated in Article 87 of PMK Number 213/PMK.06/2020. At least it must contain: (a). the number of incoming and valid auction bids; (b) the name, brand, type, type, and quantity of the auctioned goods; (c). the name, occupation, and address of the buyer in his name or as a proxy on behalf of a legal entity/business entity/another person; (d). the creditor bank as the buyer for the person or legal entity or business entity whose name will be appointed, in the case that the creditor bank is the buyer of the auction; (e). auction price with numbers and letters; and (f). a list of goods sold or held, accompanied by the price, name, and address of the highest bidding Bidder.

Meanwhile, at the foot of the Auction minutes, it is stated in PMK Number 213/PMK.06/2020: (a). the number of items offered or auctioned with numbers and letters; (b). the number of goods sold or sold in numbers and letters; (c). the total price of goods that have been dealt with numbers and letters; (d). the total cost of the goods being held in numbers and letters; (e). the number of documents or letters attached to the Minutes of Auction with numbers and letters; (f). the number of changes made (notes, additions, scribbles with their replacements) or no changes is written in numbers and letters; (g). the signature of the Auction Officer and the Seller or the proxy of the Seller, in the case of an auction of movable goods or the signature of the Auction Officer, the Seller or the representative of the Seller and the Buyer or the representative of the Buyer, in the case of

an auction of immovable goods; and (h). signatures of witnesses for auctions with bids without the presence of Bidders by electronic mail (email), postal drum, or internet (closed bidding).

The deed is made by (door) or before (*tenoverstain*) public officials (*openbaar ambtenaar*). The provisions of Article 1, number 35 of the Regulation of the Minister of Finance of the Republic of Indonesia Number 213/PMiK.06/2020 state that Minutes of Auction are minutes of auction implementation made by the Auction Officer, which is an authentic deed and has perfect evidentiary power. According to Article 1a, the Vendu reglement states that: Without prejudice to the provisions of the following paragraph in this article, public sales may not be made other than before the auctioneer. Meanwhile, according to Article 35 of the Vendu Regulation, it is stated that for each general sale made by the auctioneer or his proxies, during the sale, for each day of the auction or sale, a separate report must be made, which means that in making the minutes of an auction, both in conventional auctions and by conducting auctions through internet media or e-auctions, the Auction Officials still make them.

The public official who makes the deed must be the official who has the authority to do the act in his working area. Based on the provisions in Article 1 number 14 of the Regulation of the Minister of Finance Number 213/PMK06/2020, the Auction Officer is a person who is given special authority to carry out the sale based on the legislation of goods by auction. This means that the Auction Officer or Auctioneer is a person who is given special authority by the Minister of Finance to carry out the sale of goods by auction based on statutory regulations.

The Auction Officer is divided into 2 (two) groups: (a). Auction Officer or Class I Auctioneer authorized to carry out Execution Auctions, Mandatory Non-execution Auctions, and Voluntary Non-execution Auctions; (b). Auction Officer or

Class II Auctioneer confirmed to carry out Voluntary Non-execution Auctions. Thus, according to the author of the Minutes of Auction through the internet media, it has fulfilled the elements contained in Article 1868. The Minutes of Auction's implementation of the auction through the internet media can be categorized as an authentic deed and used as perfect evidence.

However, the problem is in the reading of the Minutes of Auction, which is not read out and is only displayed on the auction application as stated in Article 13 paragraph (1) of the Regulation of the Minister of Finance of the Republic of Indonesia Number 213/PMK.06/2020 which is not by the provisions in Article 37 Vendu Reglement which states that the Minutes of Auction must be read out. Solving the problem must use the principle of *Lex Specialis Derogat Legi Generalis*, which says that specific laws and regulations override general rules and regulations. By using this principle, the reading of the Minutes of Auction may not be carried out because of the Regulation of the Minister of Finance of the Republic of Indonesia Number 213/PMK.06/2020, which regulates it thus.

With the preceding, the Minutes of Auction remains an authentic deed as long as no one makes a lawsuit at a later date. If the parties file a lawsuit against the Minutes of Auction and it can be proven an untruth, the Minutes of Auction can be canceled. If there is a case regarding the denial of the Minutes of Auction, what should be denied must be proven, whether there are things that are not by the procedures specified in the provisions of the laws and regulations, including must also be able to prove there is a violation of the external aspects, formal aspects, and material aspects of the Minutes of Auction. The burden of proof regarding what is denied is borne by the party who denies it. If it cannot prove the untruth, anyone must accept the deed. Denial or denial must be made with a lawsuit to the court. The plaintiff must

prove that formal aspects are violated or inappropriate in the act. (Intan, 2016)

### **3.2. Legal protection for class II auction officials for sanctions that can be received due to auction minutes that are not read out in the implementation of non-execution auctions electronically**

The Minutes of Auction through the internet media has fulfilled the elements contained in Article 1868, so the Minutes of Auction in the implementation of the auction through the internet media can be categorized as an authentic deed and used as perfect evidence. However, the problem is in the reading of the Minutes of Auction, which is not read out and is only displayed on the auction application as stated in Article 13 paragraph (1) of the Regulation of the Minister of Finance of the Republic of Indonesia Number 90/PMK.06/2016 which is not by the provisions of Article 37 Vendu Regulation which states that the Minutes of Auction must be read out. Solving these problems must use the principle of *Lex Specialis Derogat Legi Generalis*. By using this principle, the reading of the Minutes of Auction may not be carried out due to the Regulation of the Minister of Finance of the Republic of Indonesia Number 90/PMK.06/2016, and the Minutes of Auction remain an authentic deed as long as no one makes a lawsuit in the future. In the possibility of a lawsuit, in this case, it is necessary to have legal protection for Class II Auction Officers in the conduct of the auction.

Legal protection is divided into 2 (two) namely preventive legal protection and repressive legal protection. Preventive legal protection is preventive before a person and group perform a negative activity or commits a crime intended to avoid or negate the occurrence of concrete actions. (Dahana, 2012) The government's protection aims to prevent violations before and provide limi-

tations in carrying out a legal act. Repressive legal protection seeks to resolve a problem or dispute. This legal protection is the absolute protection in the form of sanctions such as fines, imprisonment, and additional penalties if a conflict has occurred or a violation has been committed. (Muchsin, 2003) The competent judiciary carries out a settlement of disputes in the protection of this repressive law. If obligations are violated, the perpetrator can be punished for his actions.

According to Philipus M. Hadjon, there are two kinds of means of legal protection, namely preventive legal protection and repressive legal protection. (Hadjon, 2007) In this preventive legal protection, legal subjects can submit objections or opinions before a government decision gets a definitive form. The goal is to prevent disputes from occurring. Preventive legal protection is significant for government actions based on freedom of movement because, with a preventive legal guardian, the government is encouraged to be careful in making decisions based on discretion. However, in Indonesia, there is no regulation regarding preventive legal protection. (Hadjon, 2007)

Repressive legal protection aims to resolve disputes. The handling of legal protection by the General Courts and Administrative Courts in Indonesia belongs to this category of legal protection. The principle of legal protection against government actions is based on and stems from the concept of recognizing and protecting human rights because, according to history from the west, the birth of ideas regarding the recognition and protection of human rights is directed at restrictions and placing community obligations. And government. The rule of law is the second principle underlies legal protection against government acts. Associated with the recognition and protection of human rights, the award, and protection of human rights has the central place and can be linked to the goals of the rule of law. (Hadjon, 2007)



Preventive legal protection is preventative before a person and group performs a harmful activity or commits a crime intended to avoid or negate the occurrence of concrete actions. (Dahana, 2012) This protection provided by the government aims to prevent violations and provide limitations in carrying out a legal act. In essence, preventive legal protection is the protection offered by the government to avoid a breach before the occurrence of a violation. As previously explained, there are no regulations governing legal protection for auction officials who do not read out the minutes of the auction; the provisions of laws and regulations only regulate sanctions that can be imposed on auction officials if they do not read the minutes of the auction, resulting in a loss to one party.

This results in the aggrieved party being able to file for cancellation of the minutes of the action based on Article 2 of Law Number 5 of 1986, which is an exception for not being tried in the State Administrative Court, stating that: "and if it turns out that during the auction there are things that contrary to the applicable provisions and detrimental to the debtor or the auctioneer, the party concerned may file a lawsuit for the cancellation of the minutes of the auction to the General Court of Justice based on an unlawful act by the Authority.

In connection with the limitation of the previous sub-chapter that there is a conflict between the provisions of the *vendu reglement* and PMK in particular regarding the obligation to read the minutes of the auction in a mandatory non-execution auction electronically, which in this case can be resolved on the principle of *lex specialis derogat legi generalis*, the Class II Auction Officer may waive the obligation read out the minutes of the auction as regulated in Article 37 of the *Vendu Reglement*, according to the author, it is necessary to make new rules or improvements to the provisions of the old rules in which the regulations amend or confirm that with the enactment of this new provision, the conditions in Article 37

of the *Vendu Reglement* are expressly declared invalid. As for the affirmation or amendment itself, it can be done in the closing provisions so that the closing conditions not only emphasize that the entry into force of this PMK will invalidate the provisions in the previous PMK but also the rules of Article 37 VR.

Repressive protection, this legal protection aims to resolve a problem or dispute. This legal protection is the absolute protection in the form of sanctions such as fines, imprisonment, and additional penalties if a conflict has occurred or a violation has been committed. (Muchsin, 2003) The competent judicial body carries out a settlement of disputes in the protection of this repressive law. If any obligations are violated, the perpetrator will be punished. Indonesia is a legal state that recognizes everyone as a human being against the law, thus recognizing everyone as a legal subject.

Article 27 of the 1945 Constitution stipulates that all citizens have the same position in law and government and are obliged to uphold the law and government without exception. There are several understandings of legal subjects. (Natadimaja 2009) Legal subjects, according to Subekti, are the bearers of rights or subjects in law, namely people. Based on this, it can be concluded that legal subjects are everything that can obtain rights and obligations from the law, so everything referred to in that sense is humans and legal entities. (Al Qindy, 2021)

So, the law recognizes humans as bearers of rights and obligations as legal subjects or people. It can be said that legal issues support rights and responsibilities. Therefore, every legal case, both natural and Recht persons, must have rights and obligations attached to each of them individually. Accountability must have a basis, namely things that give rise to legal rights for a person to sue others, as well as things that give birth to the obligation of others to provide accountability for legal actions that have been done.

About the issue of the minutes of the auction not being read out, it is deemed to be detrimental to the parties in the auction; the Auction Officer may take legal action in the form of an appeal against the State Administrative High Court or an appeal against the Supreme Court of the Republic of Indonesia.

#### 4. Conclusion

The Minutes of Auction through the internet media has fulfilled the elements contained in Article 1868, so the Minutes of Auction in the implementation of the auction through the internet media can be categorized as an authentic deed and used as perfect evidence. Legal protection for Class II Auction Officials can be carried out in (two) ways, namely: (1). preventive legal protection by making new rules or improvements to old ones; and (2). Repressive legal protection is to take legal action in the form of an appeal against the Administrative Court or an appeal against the Supreme Court.

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