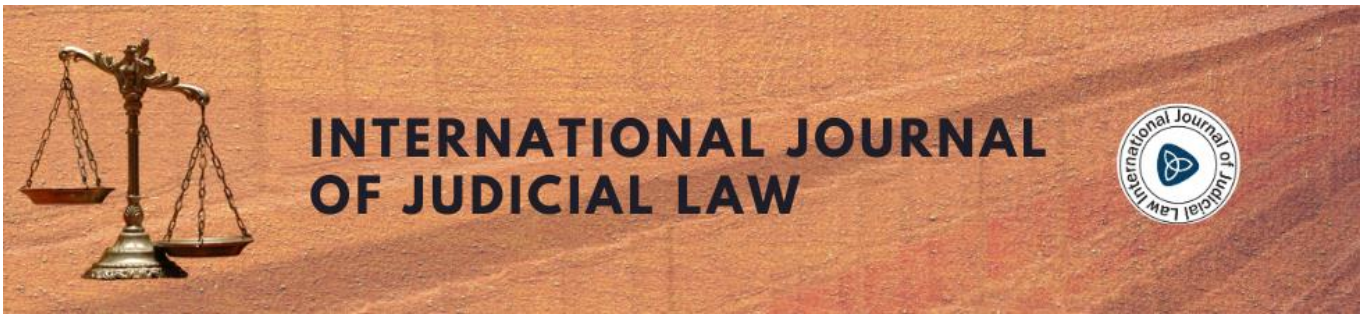




Responsibility and Legal Consequences of the Validity of the Deed What Notaries Make in Indonesia

Adhelia Fitri Dahlia ^{1*}, Amiruddin, Muhaimin ²

^{1, 2} Master of Notary Study Program, Faculty of Law, Social and Political Sciences, University of Mataram, Indonesia

* Corresponding Author: Adhelia Fitri Dahlia

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Abstract

Study This aiming For analyze about consequence law from deed a notary who does not explain the existence of a renvoi to the parties after signing the minutes of the deed and to analyze the legal responsibility of a notary who does not explain the existence of a renvoi to the parties the parties after the minutes of the deed are signed. The type of research used is normative legal research with a statutory and conceptual approach. The technique of collecting legal materials uses literature studies and analysis of legal materials is analyzed deductively Which done with interesting problem nature general to concrete problems. Based on the research results, it is known that First, the legal consequences of the deed notary who did not explain the existence of Renvoi to for parties after signing the minutes of the deed causes the deed to lose its power as an authentic deed, and is only considered to have the power as a private deed and secondly, the legal responsibility of a notary who does not explain the existence of a Renvoi to the parties after the minutes of the deed are signed. can held accountable law that is with give sanctions in the form of civil sanctions with demands for compensation and interest to the notary and administrative sanctions can charged in the form of reprimand oral, reprimand written, And temporary suspension.

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Introduction

Notary Public is Wrong One position profession Which have a very large role in accommodating legal actions carried out by the party Which own interest in make agreement in accordance with the intention of Which want to achieved ^[1]. By Because That profession Notary Public is noble profession (officium mobile) because this work is related to humanity, the deed made by a notary can be the legal basis for the status treasure object, right, And obligation Good somebody and also body law.

If a notarial deed contains imperfections or can be said to contain errors, it can result in the revocation of a person's rights or the burden of a person with an obligation ^[2]. As stated on Constitution Number 2 Year 2014 about Change by Law Number 30 Year 2004 about Position Notary Public Chapter 1 Paragraph (1) Which mention Notary Public is official general Which given authority to make authentic deeds and have other authority as referred to in this Law or based on other laws.

It contains the meaning is that a notary is a public official who has authority as far as the deeds that are made are concerned. This means that not every public official can make all deeds, but a public official can... make deeds certain, namely assigned or excluded to him based on statutory regulations.

¹ Teddy Evert Donald, Khoidin, Ivy Goddess Amrih, Law Notary Principle Certainty Law of Power Tie Act In Original, Laksbang Library, Yogyakarta, 2022, Matter. 2

² Shidqi Noor Salsa, Law Supervisor Notary Public In Indonesia And Dutch, Golden, Jakarta, 2020, Page 18

In essence, the existence of a Notary is in line with the 1945 Constitution of the Republic of Indonesia Chapter 1 Paragraph (3) Which state that: "Country Indonesia is "Rule of Law". This statement is a consequence of the concept of a state of law, so that all aspects of life in society, nation and state must be based on and may not deviate on norms the laws in force in Indonesia ^[3]. This means that the law must be used as a pillar in resolving every problem relating to individuals, society and the state and guarantee legal certainty and protection which is based on truth and justice.

The authority of a notary in making deeds as a form of implementing the main authority of a notary as stated in Article 15 Paragraph (1) of Law Number 2 of 2014 concerning Amendments to Law Number 30 Year 2004 about Position Notary Public mentioned that Notary Public as a public official who has the task of making authentic deeds in writing which are deliberately made to be used as evidence of an event and signed, thus the important elements for a deed is intentional For create a proof written And signing writing That ^[4], so that ensure certainty law between the parties And can avoid the occurrence dispute. If happen dispute between the party, deed authentic the as a tool the evidence that strong for problem solving. This also applies to the making of a Notarial deed known as a deed minute. However, a Notary can make mistakes or changes on minutes deed Which No Because intentional but negligence or carelessness so that the things written in the notarial deed are not known by the parties appearing. Typographical errors or content contained in the minutes deed the result in the occurrence difference meaning or significant differences in the minutes of the deed. In Article 1 Paragraph (7) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, the definition of a notarial deed is an authentic deed made by or before a notary. Notary Public according to form and order method Which set in This Law. So this understanding can be concluded about the classification of authentic deeds, namely, authentic deeds made by public officials and authentic deeds made before public officials.

A notary in carrying out his profession must act with caution, especially in terms of making authentic deeds as regulated in Article 1 Paragraph (8) Number 2 of 2014 UUJN, which states that, Minutes of Deeds is original deed Which to list sign hand for the facer, witness, and Notary, which is stored as part of the Notary Protocol. Based on the provisions of the Law, it can be explained that the minutes of the deed are a deed made, read by a Notary and signed by the person appearing, witnesses, And Notary Public. With thus task And authority a Notary Public must have two main things that must be held by a Notary, the rights and authority of a Notary to make authentic deeds, and also related to the form of service accompanied by the application of attitudes related to morals, especially in carrying out his duties and authorities which are carried out professionally and with great care.

Notaries, in carrying out their duties and authorities, sometimes notaries are not careful in the process of making and signing deeds, this can result in problems occurring. identity, document, or information false Which can harm other parties. So in making a deed there is also the possibility

of a typo or it cannot be changed with the usual writing procedure, changes made before the deed is signed are called Renvoi ^[5]. Notaries often make mistakes when typing deeds and do not correct them. deed the because for party No realize error on the deed, however, the Notary as the official who makes authentic deeds in his duties is also bound by obligations that must be complied with, because these obligations are something that must be carried out. Matter This in accordance in Chapter 16 Paragraph (1) Constitution Number 2 Year 2014 concerning Amendments to the Law Number 30 of 2004 concerning The position of Notary is stated that in carrying out his position, the Notary is obliged to act in a trustworthy, honest, thorough, independent, impartial manner and to protect the interests of the parties involved in the legal act, therefore the notary is still asked to... responsible answer on deed Which made by him during take office when At some point the deed is cancelled in court even though the notary has retired from his position, a notary as a public official must have expertise that requires broad knowledge, as well as a heavy responsibility to serve the public interest and the core of the notary's duties is to regulate in writing and authentically the legal relations between the parties who have mutually requested the services of a notary. Changes to the contents of the deed are considered valid if they are initialed or given other signs of approval by the parties, witnesses and the Notary, however if the Notary does not carry out the provisions above, this will result in the deed only having the power of proof as a private deed and can be reason for party Which suffer loss For demand reimbursement of costs, compensation and interest to the Notary.

Therefore, a renvoi in a deed occurs because the deed has not been signed by the parties. If the minutes of the deed have been signed and an error occurs, this provision requires that... Notary Public For Don't until Wrong or make error in make the beginning of the deed and the end of the deed as a whole in accordance with the provisions of Article 48 Constitution Number 2 Year 2014 about Change On Law Number 30 of 2004 concerning the Position of Notary.

Furthermore, based on the Notary Law, it can be explained that it clearly prohibits changing the contents of the deed as a whole, either That beginning deed, body deed and end deed, so in make deed Authentic Notaries must make every effort to ensure that the deed is not tampered with. disabled or error. However as man normal Which mistake There will definitely be errors in the deed, besides that, if there are additions or deletions to the deed, the Notary will experience legal problems, the party who feels disadvantaged will dispute the minutes deed Notary Public the, even report Notary Public to apparatus law enforcer on base do act criminal, especially for party feel disadvantaged after the signing of the deed the matter was not explained by the Notary before minutes deed signed existence term return or change Contents deed before the deed is signed, an authentic deed clearly determines the rights and obligations as well as ensure certainty law For avoid existence dispute. Changes in the deed may done If deed Not yet signed by the opposing party ^[6].

Furthermore, in making a deed, if there is an error or change (renvoi) it must be known by the parties and if it is not known

³ jaifurrachman And Habib Adjie, Aspect Accountability Notary Public In Making Deed, CV. Mandar Maju, Bandung, 2011, Page 1

⁴ HR Daeng Naja, Technique Making Act, Library Justice, Yogyakarta, 2012, Matter. 10

⁵ Law On line, <https://www.hukumonline.com/klinik/a/procedure-if-there-are-errors-in-notary-deed-lt51e49bda7e30d/>, Accessed On Date 29 August 2024

⁶ Reinaldo Michael halim, Consequence Law For Notary Public In Violation Duplication Act, Journal Law University Sam Lex Et Societatis, Vol. 3, No. 4, Edition May, 2015, Manado, Page 99

or has been signed it is a violation. The authority of the Notary to make changes must be in line with existing regulations so that the deed can be used as perfect evidence and if the Notary does not carry it out in accordance with the provisions of existing regulations, then the act is classified as an unlawful act. The Notary as one of "Legal warriors" are certainly very fluent in regulations law Which applicable in the country This, by Because That violation against the prevailing norms will tarnish the honor and dignity of the notary's office which can ultimately lead to a lack of trust from the public towards notaries. Apart from that, another problem is when the minutes deed has been signed, the presenter had left and a copy of the deed had been issued, but an error was later discovered in the minutes of the deed.

In relation to this, the problem of typos or changes to the deed which in the notarial world is called *Renvoi* is a problem that must be considered by the Notary in making a deed, especially if the minutes of the deed have been signed by the parties and there is an error in the minutes of the deed, then the term *Renvoi* in the minutes of the deed does not apply, and in this case the responsibility of the Notary who commits an unlawful act (*onrechtmatige daad*) as referred to in Article 1365 of the Civil Code which reads: "Every unlawful act, which causes loss to another person, requires the person who is at fault to issue the loss to replace the loss". The actions of the Notary who has made a typo in the minutes of the deed that has been signed so that it can be said that the notary can be sued, then the role of the Supervisory Board Area (MPD) required in accordance with Regulation Minister Law And Human Rights Law Number 19 of 2019 concerning the Requirements and Procedures for Appointment, Leave, Transfer, Dismissal and Extension of the Term of Office of Notaries, Article 1 Paragraph (7), which reads:

"The Regional Supervisory Council, hereinafter abbreviated as MPD, is a body that has the authority and obligation to carry out guidance and supervision of Notaries at the district/city level."

Thus, the authority of the Regional Notary Supervisory Board is to Notary Public in operate task And his position still based on to the provisions of applicable laws and regulations, and carry out supervision to violation position And behavior Notary Public Which have a direct impact on society or are considered detrimental to people who use service Notary Public, should Notary Public as official general Those who provide services to the public should first explain that if there are errors or changes (*Renvoi*) to the minutes of the deed that the parties wish to make explained first before the deed is signed, related to this matter, the Notary must also be responsible for carrying out preventive measures that can be carried out by the Notary as a public official so that problems do not arise in the future, namely carrying out his authority in accordance with that which has been determined in the law on the position of notary.

With respect to profession Notary Public For operate its authority in legal has been arranged in the notary office law, but Article 48 Verses (1) Law No. 30 of 2004 concerning the position of notary states that changes to the deed are not permitted, so here... has happen emptiness norm Because Not yet There is regulation Which regulates if the deed has been signed and there is an error or change (*Renvoi*) on minutes

the deed. Likewise as it is with that contained in Article 48 Paragraph (1) Letter (f) of the law on the position of notary which states that when written there are conflicting meanings in the context of language, ambiguous sentences which can cause the sentence to become multi-interpretable Where should if happen change on The contents of the deed are written overwritten, this could mean that there is a typing error in the contents of the deed that has been corrected, however, in the body of the deed, if there is an overwrite, writing fountain pen in meaning in give (type x), or error type the repair procedure is carried out using a pen eraser or rubber eraser which is then overlapped, making it look as if the deed is... No Once have error type previously so in matter There has also been a lack of legal norms due to the inconsistency of the provisions in Article 48 Paragraph (1) of the notary law, which has caused confusion for notaries in making changes to the contents of the deed. Although Article 49 to Article 51 of the notary law permits do change on deed However in the law no given explanation about What Which meant with error write and the typo, the absence of an explanation regarding it can lead to different interpretations. Based on the provisions of the law, it can be explained that clear forbid change to Contents deed in a way overall Good That the beginning of the deed, the body of the deed and the end of the deed, the notary should explain this first that There is term Which his name *Renvoi* in world Notary Public before the parties sign the minutes of the deed. In this case, there are still notaries who are less careful, precise, namely not implementing the principle of caution, so because of the problems above, the problem in this study is how Consequence law from deed Notary Public Which No explain the existence of *renvoi* to for party after done signing on minutes of the deed and how Responsibility law Notary Public Which No explain there is a *renvoi* to the parties after the minutes of the deed are signed.

Method Study

The type of research conducted in this study is normative legal research, namely research that examines and analyzes the legal responsibility of Notaries who do not explain the existence of *renvoi* to the parties after the signing of the minutes of the deed and the legal consequences of Notaries related to not explaining the existence of *renvoi* to the parties after the minutes of the deed are signed. Normative research is often conceptualized as what the law is written in regulation legislation (law in books) or law is conceptualized as a rule or norm which is a benchmark for human behavior that is considered appropriate^[7], so that the type of study is pure legal teachings that examine (law as it is written in the books, normative research type), meaning that the problems raised, discussed and described in this research are focused on applying the rules or norms in positive law^[8].

To examine the problems in this legal research, an approach model is needed. With this approach, the author will obtain information from various aspects regarding the issues (problems). Which currently searching for the answer by using approach techniques^[9] that is Approach legislation (statue approach) Approach conceptual (conceptual approach). Material law Which used in study This obtained from searches through literature study activities, namely

⁷ Amiruddin And Zainal Cool, Introduction Method Study Law, Ed. To 1, Print. 8, PT. RajaGrafindo Persada, Jakarta, 2014, p. 118

⁸ <http://www.damang.web.id/2012/01/konsep-hukum-dalam-metode-penelitian.html>, Accessed on 1 September 2024

⁹ Salim Hs And Erlies Septiana Nurbani, Op.Cit, matter. 17- 18

collecting various legal materials in the form of statutory regulations, laws position Notary Public, code ethics profession, literature, works scientific, previous research results, documents, opinions of legal practitioners, magazines and various book Which relevant Which related with responsibility Notaries who do not carry out their duties in accordance with the rules or norms in accordance with the notary law, abbreviated (UUJN). The legal material collection technique used in this thesis research is by conducting analysis and eliminate things that are not relevant to determining the legal issues to be solved, literature review, identification of legal materials then find the problems and legal issues to be researched, collect legal materials that are considered to have relevance to the legal issue, conduct a review of the legal issues submitted based on the materials that have been collected and then selected information Which relevant And Also interesting conclusion in a form of argument that answers legal issues.

All legal materials obtained from literature research are then analyzed using qualitative analysis, namely a method for to obtain description short a problem Which No based on statistical figures but rather based on applicable laws and regulations related to the problems discussed, then conclusions are drawn using the deductive method, namely concluding the discussion from things that are of a nature general to things Which nature special. Matter the Can interpreted as a discussion that starts from a specific problem.

Discussion

1. Consequence law act notary public which no explain the existence of renvoi to the parties after the minutes of deed are signed

Notary as a state official who carries out a service profession law to public, Which in carry out his duties need to get protection and guarantees in order to achieve legal certainty. This is as also intended in Article 1 of the UUJN concerning the definition of a notary as a public official who is authorized to make authentic deeds and has other authorities as referred to in this Law or based on other laws.

and also a notary is said to be a public official because he has duties operate part power country in the field law private more specifically, to make an authentic deed, a notary must know And understand regulations Good That For notary and parties Which concerned For make deed Which applicable in Indonesia. This is so that when making a deed, the deed has definite or perfect legal force, but in practice Of course No all walk in accordance with desire Because can be Notary Public make deed There is negligence Which done. Act Which notarized often called deed notary, which made into as tool proof written and it is said perfect If in accordance with provision Which applicable, in the sense that the deed he made did not deviate from the rules

As for matter Which make deed Notary Public That No perfect If there is an error, whether intentional or not, in the comparison, which has not been corrected or has been corrected but there is still an error, then it can be said that the making of the deed is not in accordance with UUJN, so it can be said that the evidence of the deed is no longer perfect and is not authentic and in the end deed the it is said deed under hand, If later from the parties concerned the deed that was made previously, then For the solution must based on to

canceled deed This is perfect evidence of a notary's negligence regarding the deed what he made can be revised by the judge when the deed has been submitted to the court to be used as evidence.

Due to the notary's negligence regarding the authentic deed, the deed became invalid. degraded and the deed could be cancelled, legal consequences will arise when a notary is negligent or there is error in the deed the Which will result in the evidentiary force of the deed changing into a private deed or the deed being cancelled or the deed being deemed to have never existed.

The need for role Notary Public For create certainty law for the community or public which is preventive in nature, where the notary must be able to avoid the occurrence of legal problems, by giving birth to A deed authentic Which made in front of him with the legal status, obligations and rights of a person in law which function as perfect evidence in the eyes of the court if a dispute arises over his obligations and rights, because a notarial deed should be a guarantee of legal certainty for the community using notary services, deed Which made by or in in front Notary Public should be authentic evidence regarding the certainty of the occurrence of the event or legal act described in the deed in question.

As per the line with the theory of legal certainty regarding the implementation task Notary Public Which has setup in the UUJN Which causing the occurrence of legal consequences for a statutory regulation Which applicable, certainty law in the form of sanctions civil and administrative sanctions imposed on notaries. The civil sanctions imposed on notaries are those of the parties who feel they have been harmed. on existence error type on minutes deed, can filing a civil lawsuit by looking at whether the act is against the law, this is stated in Article 1365 of the Civil Code which states that if the act is a violation of the law which can cause losses to another party, then the party causing the loss due to his/her mistake required replace loss Which experienced by party the one who is harmed.

A typo in the minutes of a deed can be called an unlawful act, if it fulfills the elements of what can be said to be an unlawful act, namely ^[10]

a) There is Actions

If a notary commits an act, namely an act that is due to the notary's negligence, such as a typo in the minutes of the deed

b) Doing deeds Which violate

Notary Public has done something Which contradictory regarding the obligations regulated by law, and the provisions are expressly stated in the applicable laws, in accordance with Article 16 paragraph (1) letter a of the UUJN, notaries must act carefully.

c) There is Wrong from the side

Notary in matter This do negligence in the creation of the deed as if there was a typo, which fulfills the element of the error

d) The losses that experienced victim

Substantive errors include typos about the amount Money which should paid and accepted by interested parties may suffer material losses, and may also suffer immaterial losses.

¹⁰Made Characteristics Angga Mahendra, *Consequence Law To Error Type On Deeds Made by Notaries*, Master of Notary Study Program, Faculty of Law, Udayana University, 2019

e) There is continuity of action and loss

A notary who makes a mistake, whether intentionally or not, for example a typographical error in the minutes of a deed which results in a loss for the parties listed in the deed, then it can be concluded that there is a continuity of clauses regarding incorrect typing which causes the parties to suffer a loss.

A notary who is proven to have made a typographical error in the minutes of the deed and fulfills all the elements of carrying out a legal act, then on that basis the notary can be sued in accordance with Article 1365 of the Civil Code.

So the notary in carrying out his duties before determining the principal agreement in deed Which signed by the facer or the parties, the notary is required to ask about the matters that will be included in the contents of the deed. Determining the subject matter of the agreement means determining the basis of the interests of the parties that are expected to become the subject of an agreement, the basis of the agreement must be formulated with great care and accuracy because the formulation determines the certainty of its implementation, the determination of the rights and obligations of the parties or the parties must be determined in a balanced, fair and rational, form Which No balanced result in can the occurrence things that are detrimental and do not bring benefits to either party.

And also in Article 48 UUJN it states that the contents of the deed are prohibited from being changed by replacing, adding, crossing out, inserting, deleting, and/or writing over it, in Article (2) explains that the changes in paragraph (1) letters a, b, c, d can be made and are valid if the changes are initialed or given another sign of approval by the person appearing, witness, and Notary Public, violation limit paragraph (1) And (2) result in a deed only have strength proof as deed under hand and can become reason for party Which suffer loss For demand replacement cost, change make a loss, And flower to Notary Public And on Chapter Article 48 paragraph (3) of the UUJN also explains that violations of the provisions referred to in paragraph (1) and paragraph (2) will result in a deed. only have strength proof as deed in lower hands and can be a reason for the party who suffers a loss to demand reimbursement of costs, damages and interest from the notary.

So if the notary makes changes to the minutes of the deed after signing on minutes deed And there is return the And a notary makes changes outside the provisions stated in the Notary Law, to the formal form in a word which can cause the deed to only have evidentiary force like deed in lower hand And will result in loss for one of the parties. If the notary makes changes to the substance of the deed without any ratification or initialing, then the deed only own strength proof as deed under hands and causes one of the parties to suffer a loss and the party who feels aggrieved can sue the notary to compensate for the loss he has experienced, compensation for the notary's actions can be in the form of interest, compensation and reimbursement of costs ^[11].

In practice, making notarial deeds is not free from errors, one of the most common errors is a typing error known as renvoi, the notary's authority to correct a deed with a typo is contained in Article 51 paragraph (1) of the UUJN which state that Notary Public authorized For to fix writing errors and/or typographical errors contained in the minutes of the

signed deed. This correction should be carried out in front of the observer, witnesses and the notary themselves which are then stated in the minutes and provide notes about this in the original minutes of the deed by stating the date and number of the minutes of the correction deed, if this is violated, it will result in a deed only having the power of proof as a private deed. Changes made to the minutes of the notary deed have been regulated in UUJN, although Already set up about repair or return in UUJN However No all Notary Public run it with Correct, This is usually caused by a lack of application of the precautionary principle and negligent in act, as well as carelessness Which done Notary Public who does not in accordance with arrangement in change or repair deed which is regulated in the UUJN results in legal uncertainty for the parties related to the deed.

In this case, violating the provisions of UUJN Article 48 to Article 51 as well as the notary's oath of office, it is said that the notary does not have good intentions in carrying out his duties which could lead to actions that are against the law by intentionally allowing the deed to be wrong, the deed is a reflection of the goals and desires that the parties want to achieve, so any changes or repair like the term return must carried out to the minutes of the deed basically must be done with the knowledge, agreement and legalized by the parties concerned not only the notary, the contents of the deed are the agreement, wishes and statements of the parties. If an error is found then repair Which done must with agreement from for parties, the agreement here is proven by the existence of the initials of the parties which are included in the deed that is being renvoi, if the initials are not included then the deed can be indicated, it could be that the parties are not know existence repair, And deed the Can cancelled for the sake of law or No own strength proof Which perfect, so that the deed is a private deed because its authenticity has been lost.

If negligence from Notary Public the result in a losses for the parties who have an interest in the deed, then the notarial deed is void or null and void by law or has no evidentiary force as deed under hand happen Because No in fulfillment of the conditions that have been determined according to law, without the need for any particular legal action from the person concerned or interested party, so it is passive because of that Therefore, the cancellation is passive in nature, meaning that without any active action or effort by the parties involved in an agreement, it will be cancelled or void by law because there are conditions that are not met.

Because a notarial deed as an authentic deed has complete or perfect evidential force. and has binding force, and has fulfilled the minimum limit of valid evidence without the need for other evidence in a civil legal dispute, however, the deed may experience a decline in quality or a decline in status, in the sense that its position is lower in strength as evidence, from complete and perfect evidence to the beginning of proof like a private deed and may have legal defects that cause nullification or absence its validity deed related to that. with the cancellation or annulment of a notarial deed, Article 84 of the UUJN has made separate provisions, namely if the notary violates (does not carry out) the provisions as referred to in Article 16 paragraph (1) letter I, k, Article 41, Article 44, Article 48, Article 49, Article 50, Article 51, Article 52, then the deed in question only has the power of proof as a private deed or the deed becomes null and

¹¹ Salim, Regulation Position Notary Public, Ray Graphics, Jakarta, 2018, Matter. 236

void by law, to determine which notarial deed has the power of proof as a private deed or will become null and void by law, it can be determined from:

- The contents (in) certain articles directly state that if a notary commits a violation, then the deed that... concerned including deed Which have the power of proof as a private deed.
- If it is not expressly stated in the relevant article as a deed that has the power of proof as a private deed, then other articles that are categorized as violating Article 84 of the UUJN, are included in the deed being void by law.

Thus it can be concluded that a notarial deed has the power of proof as a private deed, if it is expressly stated in the relevant article and which is not stated. with firm in chapter Which concerned including as the deed becomes null and void by law.

And also in Article 48 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary. Furthermore, regarding the factors causing the cancellation of a notarial deed can also be seen above in the provisions of Article 48 UUJN which states Basically, it regulates the prohibition on changing the contents of a deed by writing over it, inserting it, crossing it out or deleting it with a replacement, except change in the form of addition, deletion And replacement initialed or given sign validation other by the facer, witnesses and notary. Initials serve as signatures, so that changes to the contents of a deed without initials or other signs of approval result in the change not binding the parties or the change being deemed non-existent or null and void by law. In addition, the replacement of the deed is also contrary to with Chapter 48 verses (1), on basically if deed (has been become minutes) has been signed by the person appearing, witnesses, and notary regarding the deed, no further changes are permitted. Correcting typos in this manner does not fulfill the proper procedure. If there is a party who can prove in front court that There is procedure Which No filled in making deed or There is information Notary Public in the deed Which does not correspond to the reality that occurred, then the deed no longer has any validity. strength proof Which perfect by therefore deed the notary will only have the power of a private deed if it has been signed by the parties.

Chapter 49 Constitution Number 2 Year 2014 About Changes to Constitution Number 30 Year 2004 About Position Notary. That the cancellation of a notarial deed can also be seen in the provisions Chapter 49 UUJN Which on basically arrange about place of change Contents deed. Change Contents deed made in side left deed or on end of deed before closing deed or with insert sheet addition and all must be done by pointing to the changed part. Addition of the contents of the deed in the minutes of the deed to be signed in notarial practice is called renvoi, but the word renvoi should be used before the minutes of the deed are signed, if the minutes of the deed have been signed, the word improvement should be used, often on moment deed read out or currently read out need changes were made, And change This can due to on proposal for the person appearing or due to a typo known to the notary.

Renvoi does not reduce the value of the deed, no notary is free from renvoi, even if the renvoi is so large that the blank space provided does not fit, you may use other paper as an additional sheet And attached before say was held and Next just as long as with firm mentioned page And line from part Which signed, and then initialed by the parties, witnesses and

notary. The signing is done on the left side, it cannot be done on one page, signed on the next page or on another page. Violation of provision Chapter 49 in form change Which done without specifying the changed part, the change will be void or null and void by law.

Article 51 of law number 2 of 2014 concerning amendments to constitution number 30 year 2004 about position notary public which reads:

- The notary has the authority to correct any writing errors and/or typographical errors contained in the minutes of the deed that have been signed.
- The corrections as referred to in paragraph (1) are made in the presence of the person appearing, witnesses and notary, which are stated in the minutes and provide notes about this matter. on minutes of deed original with mention date and number of the notification minutes deed.
- Copy deed news program as in Meaning on paragraph (2) must delivered to for party
- Violation of the provisions as referred to in paragraph (2) result in a deed only has the power of proof as a private deed and can be a reason for the party who suffers a loss to demand reimbursement of costs, compensation and interest from the notary.

Violation of terms Chapter 51 UUJN This in form Correction of clerical errors/typing errors in the minutes of a signed deed which is carried out without making a deed of correction report will result in the correction of the clerical errors/typing errors being null and void by law. A notary has the authority to correct clerical errors in the minutes of a signed deed, Article 51 paragraph (1) UUJN, in other words, a notary does not have the authority to correct errors in the minutes which contain errors in the contents of the deed or which contain meaning substance, for example in in minutes There is forgetting to include a Decree of the Minister of Law and Human Rights and the notary makes a report correcting the error by adding it to the Decree.

The provisions of Article 51 of the UUJN clearly state that only "typos" may be corrected. The form of the correction deed is a special deed of minutes, namely news of actions carried out by the notary himself and not in the sense of ordinary minutes. in for Notary Public based on observation Notary Public about What which is seen and heard by the notary. The provisions contained in Article 51 of the UUJN are new provisions in the legislation Which arrange about notary office, by Because That in its implementation, care must be taken considering that in this article there are no regulations in a way clear if error write and/or error type This causes the meaning of the word or sentence in question to change significantly, it is best to correct spelling errors and/or typos only at the request of the interested parties, and it will be safer for notaries if these corrections are made by making another notarial deed Which containing rectification on error write and/or error type intended. However, there is no clear regulation about which protocol the minutes are stored in.

However, regarding corrections to typographical errors or renvoi like this, this is something new in the UUJN, in which there is great authority for notaries to correct a typographical error in the minutes of a deed that has been signed, but in the Law there is no explanation or limitation regarding what is meant by a typographical error, the absence of specific limitations or explanations which ultimately can lead to various interpretations, including regarding error type Which

like What Which may in fix it by making a deed of correction. Because mistakes made by notaries in carrying out their duties can cause losses to many parties, not only the notary himself but also the users of notary services, organizations. Notary Public as well as public. By Because That need enforced sanctions for Notary Public Which do error, violation Which carried out by a notary regarding the procedure for correcting typographical errors as stated in Article 51 of the UUJN, there are sanctions that result in a deed only having evidentiary force as a private deed.

2. Responsibility law notary public which no explain the existence of renvoi to the after party minutes act in sign

Legal responsibility is related to legal subjects who receive legal consequences for their mistakes or carelessness. This responsibility is closely related to the rights and obligations in which one person is burdened with the responsibility to fulfill what is their obligation for their mistake. Thus also as it is with Notary Public, have heavy responsibility in carrying out the duties of his position, with the birth of the Law Number 2 year 2014 about Change On Constitution Number 30 of 2014 concerning the Position of Notary where this Law can be as tool measuring use validity or truth Notary Public in the carry out the duties or responsibilities of his position with the intention that if violated, it will result in legal consequences for the deeds made in his presence and for the notary himself.

A notary must be responsible if the notary makes a mistake, related to notary errors, then what is used is beroepsfout. Beroepsfout is a special term that is directed at mistakes the in do by for professional with position special, that is Doctor, advocate And Notary Public. Errors the carried out in carrying out a position, a Notary in making a deed based on the minutes of the deed that have been signed by the parties is an error and a form of carelessness on the part of the Notary in carrying out his duties And his profession as well as harm for party Which should get the deed Which No legitimate or deed Which degradation become deed under hand Therefore, the notary must be responsible for his/her errors and carelessness, both civilly and administratively.

Notary Public In carrying out his duties and profession, apart from being subject to Law Number 2 of 2014 concerning the position of Notary, he must also comply with code ethics Which tie to all Notary Public in Indonesia, the parties who disadvantaged by Notary Public on making deed can do demands compensation, one of the efforts is to report violations committed by notaries to the Regional Supervisory Board. In relation to notaries who make deeds based on minutes of the deed that have been signed and making an error in the form of a renvoi on the deed that has been signed by the parties is identified as violating the provisions in Article 16 Paragraph (1) letter a of Law Number 2 of 2014 concerning the Position of Notary which states that in carrying out his position, a notary is obliged to act in a trustworthy, honest, fair, independent, impartial manner and protect the interests of the parties involved in legal acts.

If in notarial practice an error occurs in terms of the minutes of the deed having been signed by the parties and a renvoi is carried out regarding the contents of the deed, which matter the No in harmony with terms and conditions Which applicable, then the notary's actions in this case have caused losses for the parties whose names are listed in the deed, where the parties or parties who appear expect the deed made

by the notary to have perfect power, however, as a result of the notary violating the provisions of the Notary Law, the deed becomes an imperfect deed and has the evidentiary force of a private deed. Because action Notary Public This No just cause deed Which should be as deed authentic rather become deed in lower hand and cancelled for the sake of law because of this error the notary deserves to accept the legal consequences that will be given.

Matter This in accordance with the arrangement related Notary Public authorized make authentic deed as regulated in Article 15 Paragraph (1) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary which reads:

A notary has the authority to make authentic deeds regarding all acts, agreements and determinations required by statutory regulations and/or which are desired by the interested party to be stated in an authentic deed, guarantee the certainty of the date of making the deed, store the deed, provide a grosse, copy and extract of the deed, all of which as long as the making of the deed is assigned or excluded to official other or person other Which in set by Constitution.

So the theory of legal responsibility is needed to ensure that all aspect law, including to look forward to deed explained in a way clear to the parties. In this case, it can result in legal liability in the form of civil legal liability and administrative legal liability because of That, Notary Public must thorough in matter This Notary Public need use the principle of caution includes being careful in typing the minutes of the deed.

In essence everything the act that done by individuals, good on purpose and also No intentionally on Finally must in ask for not quite enough responsible again if the action is related to a position or profession, responsibility answer is a principle professionalism Which is a form of commitment that a notary must have in carrying out his/her duties as regulated in the Law.

There are several responsibilities that can ensnare a notary in carrying out his duties, namely, in civil law, sanctions are punitive measures to force people to comply with agreements or obey provisions. Constitution, essence sanctions as a coercion based on law, also to provide awareness to parties who violate it, that a action Which he did has No in accordance with rule the law that applicable And For return Which concerned so that act in accordance with applicable legal regulations, also to maintain the balance of the implementation of legal regulations.

Sanctions aimed at notaries are also a form of awareness that notaries in carrying out their duties have violated the provisions regarding the implementation of notary duties as stated in the UUJN and to restore notary actions in carrying out their duties to be orderly in accordance with the UUJN, in addition, the imposition of sanctions on notaries is also to protect the public from notary actions that can be detrimental and also these sanctions are to maintain the dignity of the notary institution as a trusted institution because if a notary commits a violation, it can reduce public trust in notaries. Civil sanctions are sanctions imposed for errors that occur due to unlawful acts, these sanctions in the form of reimbursement of costs, compensation and interest are the consequences that will be received by the notary from the lawsuits of the parties because the deed in question only has evidence as a deed under hand or a deed that is void by law. Notarial deeds that violate certain provisions will have their evidentiary value degraded to having the evidentiary force of a private deed. position deed Notary Public Which Then have

strength proof as a private deed is an assessment of a piece of evidence, thus, determining that a notarial deed is degraded to have evidentiary force as a private deed is within the scope of the assessment of a piece of evidence.

In Article 84 of the UUJN, it is stated that there are 2 (two) types of civil sanctions, if a notary commits an act of violation of certain articles and also sanctions of the same type in other articles, namely:

- Notarial deed which has the power of proof as a private deed and
- Act Notary Public become cancelled by law

In practice, notaries who commit violations can also be subject to sanctions. administration that set up in in Chapter 85 Constitution Position Notaries have determined that there are 5 (five) types of sanctions as follows:

- a. Reprimand Oral
- b. Reprimand written
- c. Termination temporary
- d. Termination with respect
- e. Termination No respect

These sanctions are sanctions against notaries relating to deeds made before and by a notary, meaning that there are certain requirements or certain actions that are not carried out or not fulfilled by the notary in carrying out his/her duties in accordance with the UUJN.

Although Article 85 of the UUJN specifies five types of sanctions, not all sanctions can be applied to every violation, in the case of a violation of dishonorable discharge, this is a sanction that cannot be applied because dishonorable discharge can only be carried out if the notary does so. act criminal as servant crime in making the act as stated in Article 266 paragraph (1) of the Criminal Code. Thus, administrative sanctions Which can charged on violation chapter the is sanctions in the form of verbal warnings, written warnings, temporary suspension or honorable dismissal.

Conclusion

The legal consequences of a notarial deed that does not explain Renvoi to the parties after signing the minutes of the deed are contained in Chapter 48 UUJN in explain that return or repair error In the minutes of the deed, it is not permitted to change, add, cross out, insert, delete or overwrite after the parties have signed the deed, however, Articles 50 and 51 of the UUJN provide that exception with allow return done, provided that the changes are made in the presence of the parties, and are stated in the minutes and a note is made about this in the original minutes of the deed. Therefore, the term renvoi in Article 51 UUJN is no longer used because the renvoi in the minutes of the deed is used before the parties sign, even though Article 51 UUJN allows for corrections to be made to the minutes of the deed, but the notarial deed loses its authenticity because the notarial deed must fulfill formal requirements to be considered an authentic deed, and also after the minutes are signed, it can be... lost authenticity And its validity, so that deed the only nature as a deed underhand in accordance with Article 48 paragraph (3) UUJN that violations of the regulations or provisions regarding improvements to deed cause deed the can transformed into deed below hand with proof Which No perfect Again And can null and void by law giving rise to legal disputes and making the notary responsible on negligence in operate his job by Because The renvoi procedure must be carried out

properly to maintain validity and legal force.

Legal responsibility of a notary who does not explain Renvoi to the parties after the minutes the deed is signed in this case the notary is responsible full of the validity and authenticity of the deed Which it is made, if after the minutes of the deed are signed there are changes (renvoi) which are not explained moreover formerly to for party so Notary Public Which The person concerned can be subject to civil liability, this is in accordance with Article 84 of the UUJN which states that a notary is civilly liable if in carrying out his/her duties he/she causes losses to the interested party, where changes in the deed cause losses to one of the parties because they are not clearly informed, then the injured party can file a civil lawsuit against the notary and the lawsuit can be in the form of a claim for compensation and interest which must be borne by the notary, in addition there is also administrative responsibility for notaries who commit violations in carrying out their duties. According to Article 85 of the UUJN, administrative sanctions can be imposed in the form of verbal warnings, written warnings if the violation is still considered minor, temporary suspension if the error is considered more serious and repeated and permanent temporary suspension as a notary if the violation is proven. heavy and harm Lots party, if renvoi done in a way invalid and not explained in the minutes of the deed, the notary can be temporarily suspended or even revoked his position Because considered violate principles of professionalism and notary ethics. To avoid this legal risk, the notary is required to officially record every change in the renvoi that has been regulated in the UUJN before the deed is signed by the parties and provide an explanation to the parties to ensure that the deed remains valid and has full legal force as an authentic deed.

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