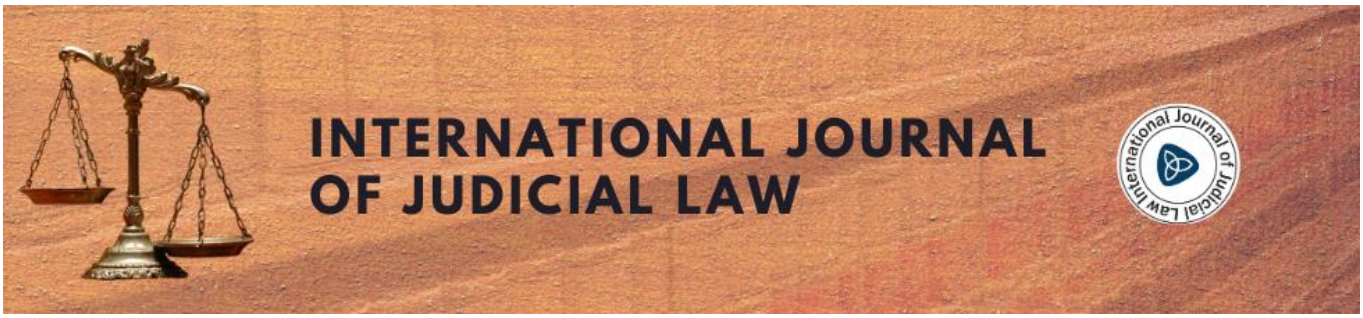




Legal Consequences of Contraventions of the Notary Code of Ethics on the Deed of Sale and Purchase Agreement (Case Study of Supreme Court Decision Number 154 K/Pdt/2016)

Made Rinike Dinda Iswari Dewanta ^{1*}, Dr. I Nyoman Bagiastra SH MH ²

¹⁻² Faculty of Law, Udayana University, Indonesia

* Corresponding Author: Made Rinike Dinda Iswari Dewanta

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Abstract

A notary is a public official appointed by the state to carry out state functions, particularly to provide legal services to the public through the authority to draw up authentic deeds. Essentially, a notary may be regarded as a recorder of legal acts and legal events based on the request of the appearing parties so that such acts or events may obtain legal certainty. As notaries hold an essential role in legal events occurring within society, they must uphold moral values, the dignity of their office, and legal ethics in order to maintain public trust and to carry out the mandate granted by both society and the law. In practice, however, notaries often commit contraventions of the Code of Ethics in carrying out their duties and authorities. These contraventions may take the form of administrative negligence, ethical misconduct, or even criminal acts. Such breaches not only harm the parties involved but also tarnish the dignity of the notarial profession, which should be upheld through strong moral values and integrity. This research intends to analyze Supreme Court Decision No. 154 K/Pdt/2016, which reveals contraventions of the Notary Code of Ethics related to the preparation of the Deed of Binding Sale and Purchase in that case. This research examines the ethical contraventions committed by the notary in Supreme Court Decision No. 154 K/Pdt/2016 and seeks to determine the legal consequences for the Deed of Binding Sale and Purchase arising from the notary's contravention of the Code of Ethics.

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Introduction

A notary is a public official appointed by the state to implement state functions, particularly to provide legal services to the public with the intention to ensuring legal certitude through the authority to arrange the authentic deeds. In essence, a notary may be regarded as a recorder of legal acts and legal events based on the demand of the appearing parties so that such acts or events may obtain legal certainty. In documenting any legal act or legal event, a notary must write truthfully, honestly, fairly, and impartially. Pursuant to Article 1 point 1 of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 on Notary Position, a notary is defined as a public official authorized to draw up authentic deeds and vested with other authorities as mandated by this Law or by other laws.

Furthermore, the notary's authorities are regulated in Article 15 paragraph (1) of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 on Notary Position, which provides that:

"A Notary is authorized to arrange the Authentic Deeds regarding all acts, agreements, and stipulations required by legislation, and the wishes of the interested parties to be set forth in an authentic deed. In addition, the Notary is authorized to keep deeds, issue certified copies, provide grosse, copies, and excerpts of deeds.

All such duties may be carried out solely by officials designated under statutory regulations, namely Notaries.”

Article 15 paragraph (2) of the same law further regulate that: “Other authorities of a Notary, apart from those referred to in paragraph (1), include: (1) legalizing and certifying the date of private documents by registering them in a special register; (2) recording private documents in a special register; (3) issuing copies of original documents signed privately, in the form of excerpts containing statements written and explained therein; (4) certifying the conformity between the copy and the original document; (5) providing legal counselling relating to the preparation of deeds; (6) drawing up deeds related to land matters; (7) preparing minutes of auction deeds.”

A notary carries significant duty for the authority vested in them when preparing a deed of sale and purchase agreement. This duty arises by the principle that a notary is accountable for the deed they prepare, limited to the heading and concluding parts of the deed. In these two sections, a notary is fully liable for the substantive and formal accuracy of the deed. The notary’s role is solely as a medium through which an authentic deed is created^[1]. A notary is not enforced to examine the veracity of a party’s identity or the material validity of the contents of the deed; the authentic deed serves as proof that a legal act or relationship has occurred between the parties. Disputes regarding the truth of the parties’ statements fall outside the authority of the notary.

In principle, an authentic deed consist of formal validity in conformation with what is declared by the parties before the notary. Nonetheless, the notary has the accountability to assure that the contents of the deed have been fully understood and genuinely reflect what the parties aspire, which is accomplished by reading the deed aloud so that its contents are clear, and by providing access to information regarding applicable laws to the signatories. By doing so, the parties may freely decide whether they agree with the contents of the deed they are about to sign. The signatures affixed to an authentic deed serve as evidence of consent to the obligations contained therein.

The authority to draw up authentic deeds embodies legal certainty provided by the notary. In exercising this authority, particularly in the preparation of authentic deeds, the contents of the deed must be agreed upon by the interested parties and must obey with suitable laws and regulations. Through agreements, transfers of land rights, inheritance arrangements, and other legal acts set forth in authentic deeds, these legal acts possess perfect evidentiary force should disputes arise in the future, thereby ensuring legal certainty^[2]. As regulated in Article 1870 of the Civil Code, “an authentic deed provides the parties with perfect proof of what is stated therein.”

When implementing their responsibility, a notary must comply with the laws governing the notary position, primarily Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 on the Notary Position, given that a notary is a public official providing legal services to society. Because notaries hold an essential role in legal events within society, they must uphold moral values, professional dignity,

and legal ethics to maintain public trust and fulfill the mandate bestowed by the public and the law^[3]. Article 16 paragraph (1) letter a of Law No. 2 of 2014 stipulates:

“In exercising their position, a Notary must: act with integrity, honesty, thoroughness, independence, impartiality, and safeguard the interests of the parties involved in a legal act.”

This provision emphasize the importance of honesty, accuracy, and neutrality in performing notarial assignment to assure legal assurance for the public.

In addition to statutory compliance, a notary must act in accordance with the Professional Code of Ethics, as reflected in the oath or pledge that must be taken before assuming notary position, as provided in Article 4 paragraph (2) of Law No. 30 of 2004 on Notary Position:

“I swear/affirm:

That I will obey and be loyal to the State of the Republic of Indonesia, Pancasila, and the 1945 Constitution of the Republic of Indonesia, the Law on the Notary Position, and other laws and regulations. That I will perform my position with integrity, honesty, thoroughness, independence, and impartiality. That I will uphold my conduct and behavior, and carry out my duties in accordance with the professional code of ethics, the honor, dignity, and responsibility of my position as a Notary. That I will maintain the confidentiality of the contents of deeds and information obtained in the execution of my position. That I have never and will never, directly or indirectly, under any name or pretext, give or promise anything to anyone in order to be appointed to this position.”

The oath affirms that the notary must implementing their responsibility in consent with the Notary Code of Ethics. Article 1 point 2 of the Amendments to the Notary Code of Ethics defines:

“The Notary Code of Ethics, hereinafter referred to as the Code of Ethics, is a set of moral rules determined by the Indonesian Notary Association (‘the Association’) based on the decisions of the Association’s Congress and/or as regulated by laws governing the matter, which apply to and must be obeyed by all members of the Association and by all individuals carrying out the duties of a Notary, including Interim Notaries and Substitute Notaries.”

The Notary Code of Ethics specifically arranges the responsibility, prohibitions, and exceptions applicable to notaries to ensure that they exercise their authority in compliance with prevailing laws and moral standards, perform their duties responsibly, and avoid misconduct.

In addition to statutory compliance, a notary must act according to Professional Code of Ethics, as reflected in the oath or pledge that must be taken before assuming notary position, as provided in Article 4 paragraph (2) of Law No. 30 of 2004 on the Notary Position. The oath affirms that the notary must carry out their duties in consent with the Notary Code of Ethics. The Notary Code of Ethics specifically regulates the obligations, prohibitions, and exceptions applicable to notaries to ensure that they exercise their authority in compliance with prevailing laws and moral standards, perform their duties responsibly, and avoid misconduct.

¹ Wahid A. M. (2021). Perlindungan Hukum Dan Pertanggungjawaban Bagi Notaris Yang Menjadi Turut Tergugat Terhadap Akta Yang Telah Dibuatnya. *Jurnal Indonesia Notary*, 3(2).

² Imelda, Markoni, Joko W., & Zulfikar (2025). Kekuatan Hukum Akta Notaris Dan Ppat Dalam Peralihan Hak Atas Tanah Belum Terdaftar Pada Akta Jual Beli Dan Perjanjian Pengikatan Jual Beli. *Almufi Jurnal Sosial Dan Humaniora (ASH)*, 2(2).

³ Tri S., Syarifah P., Seri S., Rizki N. A., Muhammad F. R, & Diza F. N. (2024). Kajian Yuridis Pelanggaran Kode Etik Yang Dilakukan Notaris Ey. *Akselerasi: Jurnal Ilmiah Nasional*, 6(2).

Problem Formulation

1. What ethical contraventions were committed by the notary in Supreme Court Decision No. 154 K/Pdt/2016?
2. What are the legal consequences for the Deed of Binding Sale and Purchase arising from the notary's contravention of the Code of Ethics in the same case?

Purpose

The aim is to analyze the contraventions of the Notary Code of Ethics committed by the notary in Decision Number 154 K/Pdt/2016 and to examine the legal consequences affecting the Sale and Purchase Agreement Deed arising from such contraventions in the same decision.

Discussion

A. Contraventions of the Notary Code of Ethics Committed by the Notary in Supreme Court Decision No. 154 K/Pdt/2016

A notary, in exercising their authority, must comply with and act in consent with the statutory provisions governing the Notary Position, namely Law No. 2 of 2014 amending Law No. 30 of 2004 concerning the Notary Position, along with the Notary Code of Ethics. This obligation exists because the notarial profession must uphold moral values and professional ethics, and must adhere to applicable laws to avoid actions that may expose the notary to legal risks and cause harm to the public. Consequently, the notarial profession requires notaries to remain neutral and impartial, to act with sincerity, honesty, prudence, thoroughness, and accuracy, and to provide equal legal protection and legal certainty to all parties^[4].

Professional ethics constitute the notary's code of conduct in performing their duties and functions. While granting notaries the authority to act independently, Law No. 2 of 2014 amending Law No. 30 of 2004 delineates the role and responsibilities of notaries as state officials and reinforces the ethical obligations attached to their position. Nearly all professional organisations adopt a code of ethics. A code of ethics provides the foundational norms guiding how a professional performs their duties not only through written statutory mandates, but also through ethical norms that may not be explicitly codified in legislation.

In practice, despite the existence of statutory rules and a Code of Ethics clearly governing the jurisdiction and accountability of notaries as public officials legitimate to arrange authentic deeds, numerous instances show that such provisions are neglected. One form of such neglect arises from a notary's involvement either directly or by omission in forging signatures, manipulating documents, and failing to perform formal procedures such as reading the deed aloud before the parties^[5].

In Supreme Court Decision No. 154 K/Pdt/2016, the notary was proven to have falsified a signature in the Deed of Binding Sale and Purchase he created, namely Deed of Binding Sale and Purchase No. 42 dated 20 May 2011. The notary was found to have falsified the signature of the

registered landowner, who was listed as the first party in the deed. The falsification was evidenced by a Death Certificate No. 150/JT/17553/12/06 dated 13 December 2006, confirming that the landowner had passed away years before the deed was drawn up.

Furthermore, the notary failed to comply with the formal procedure requiring the deed to be read aloud before the parties. Instead, the notary pressured the Plaintiff who was the husband of the deceased landowner to sign the deed without it being read or explained. The notary also deceived the Plaintiff by stating that the deed was merely an agreement to obtain a loan. Because the Plaintiff trusted that the notary would not misuse the deed, he proceeded to sign the Deed of Binding Sale and Purchase.

Based on Supreme Court Decision No. 154 K/Pdt/2016, the notary who created Deed No. 42 dated 20 May 2011 clearly committed contraventions of the Notary Code of Ethics by failing to act honestly and faithfully. The notary falsified the signature in the deed and failed to read the deed aloud prior to its signing. Additionally, the notary deceived the Plaintiff by misrepresenting the deed as merely a loan agreement. Beyond violating the Notary Code of Ethics, the notary also breached Article 16 of Law No. 2 of 2014 amending Law No. 30 of 2004 on the Notary Position, which requires notaries to act with integrity, honesty, thoroughness, independence, impartiality, and to protect the concerns of all parties elaborate in a legal act^[6]. In this case, the notary did not fulfill the statutory responsibilities stipulated in Article 16, particularly the duties to act with integrity and honesty.

B. Legal Consequences for the Deed of Binding Sale and Purchase Arising from the Contravention of the Notary Code of Ethics in Supreme Court Decision No. 154 K/Pdt/2016

The indication of forgery of signatures and falsification of the identity of the appearing party in the Deed of Binding Sale and Purchase clearly demonstrates that the requirements for the validity of an agreement were not fulfilled. Pursuant to Article 1320 of the Indonesian Civil Code, the validity of an agreement requires^[7]:

1. Consent of the parties, meaning both parties must agree on the essential terms of the agreement, as evidenced by the signatures affixed as a manifestation of their consent.
2. Capacity to enter into a legal act, meaning that the parties executing the agreement must be of legal age, of sound mind, not under guardianship, and legally competent to perform such legal acts.
3. A specific object, meaning the agreement must concern a clearly identifiable subject matter.
4. A lawful cause, meaning the agreement must not be based on false or prohibited motives, and its purpose must not violate applicable laws. Article 1335 of the Civil Code prescribes that an agreement lacking a lawful cause, or based on a false or unlawful cause, has no legal effect.

⁴ Dalilah A. H., Sugandi, & Aju P. (2023). Analisis Terhadap Pelanggaran Kode Etik Notaris Dalam Pembuatan Akta Jual Beli. *Legal Standing: Jurnal Ilmu Hukum*, 7(1).

⁵ Amalia A. & Aisyah A. M. (2023). Akibat Hukum Atas Pembuatan Akta Jual Beli Yang Tidak Dibacakan Oleh Notaris / PPAT Dihadapan Para Pihak, *Jurnal USM Law Review*, 6(2).

⁶ Vivi C. W., Anita A., & Badar B. (2023). Perlindungan Hukum Secara Keperdataan Bagi Klien Notaris Yang Mengalami Kerugian Akibat Diterbitkannya Akta Autentik Yang Cacat Hukum Oleh Notaris. *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan*, 7(1).

⁷ Desi S. (2021). Kajian Terkait Keabsahan Perjanjian E-Commerce Bila Ditinjau Dari Pasal 1320 KUHperdata Tentang Syarat Sah Perjanjian. *Jurnal Inovasi Penelitian*, 2(1).

The necessities under Article 1320 of the Civil Code are divided into subjective necessities and objective requirements. Consent and capacity are categorized as subjective requirements, whereas a definite object and a legitimate cause constitute objective requirements^[8]. Failure to meet a subjective requirement renders the agreement voidable, meaning annulment must be requested before a judge; until annulled, the agreement remains valid and binding. Conversely, failure to meet an objective requirement renders the agreement void by operation of law (null and void ab initio), meaning the agreement is deemed never to have existed, and no legal bond is created between the parties who intended to form the agreement.

In relation to Supreme Court Decision No. 154 K/Pdt/2016, the requirement of a “lawful cause” was not fulfilled. This is because the buyer (Defendant I), together with the Notary (Defendant II), committed an unlawful act by preparing Deed of Binding Sale and Purchase No. 42 dated 20 May 2011 using a forged signature. The registered landowner whose name appeared in the certificate of ownership and who was listed as the first party in the deed had already passed away, as evidenced by Death Certificate No. 150/JT/17553/12/06 dated 13 December 2006. Additionally, deceit was committed against the Plaintiff, as the Notary misled the Plaintiff by stating that the deed was merely a document to obtain a loan. This misconduct resulted in material losses for the Plaintiff, who was the legitimate owner of the land that served as the object of the deed.

Given that the requirement of a “lawful cause” an objective requirement was not met, the agreement is void by operation of law, meaning that legally the agreement is deemed never to have existed and no legal relationship ever arose between the parties^[9].

Pursuant to Article 84 of the Notary Law (UUJN), two forms of civil sanctions may arise when a notary violates statutory provisions, including similar sanctions contained in other articles, namely:

1. The notarial deed attains only the evidentiary value of a private deed; or
2. The notarial deed becomes void by operation of law.

Article 84 of the UUJN stipulates that contraventions committed by a notary that result in a deed having only the evidentiary value of a private deed or becoming void by operation of law constitute grounds for the aggrieved party to claim reimbursement of expenses, compensation, and interest from the notary as a form of civil liability. A notary is considered negligent and lacking due care in the performance of their position if the deed they produce becomes void by operation of law, and accordingly may be subject to administrative sanctions pursuant to the applicable Code of Ethics.

Closing

Conclusion

From the results of the analysis conducted by the author on the problems described above, it can be concluded that:

1. In practice, despite the existence of statutory regulations and the Notary Code of Ethics, numerous practices in the field nevertheless disregard these legal provisions. In

Supreme Court Decision No. 154 K/Pdt/2016, the Notary failed to fulfill the obligations stipulated in Article 16 of Law No. 2 of 2014 amending Law No. 30 of 2004 on the Notary Position, namely the duty to act with integrity and honesty, by falsifying a signature and failing to carry out the mandatory procedure of reading the deed aloud before the parties. An agreement that does not fulfill its objective requirements is rendered *void by operation of law*, meaning that it is deemed never to have existed.

2. In this decision, the requirement of a “lawful cause” for the validity of an agreement was not met, because Deed of Binding Sale and Purchase No. 42 dated 20 May 2011 was executed through the falsification of a signature and through deceit, as the Notary misled the Plaintiff, resulting in material losses to the Plaintiff. The resulting legal consequence is that the agreement is void by operation of law, meaning that the agreement is considered never to have existed, and that from a legal standpoint no agreement and no legal relationship ever arose between the parties, due to the absence of a “lawful cause” as an objective requirement for the validity of an agreement.

Suggestion

1. The Regional Notary Honorary Council, Provincial Notary Honorary Council, and Central Notary Honorary Council must enhance their supervision of notaries' compliance with the Notary Code of Ethics in order to reduce the incidence of ethical contraventions within the notarial profession.
2. Serious contraventions committed by notaries such as signature forgery or actions that cause harm to the public must be addressed through the firm imposition of administrative, civil, and criminal sanctions. Consistent enforcement of such sanctions will create a deterrent effect and strengthen the integrity of the notarial profession.

References

1. Amalia A, Aisyah AM. Akibat hukum atas pembuatan akta jual beli yang tidak dibacakan oleh notaris / PPAT dihadapan para pihak. *Jurnal Usm Law Review*. 2023;6(2):3-5.
2. Dalilah AH, Sugandi, Aju P. Analisis terhadap pelanggaran kode etik notaris dalam pembuatan akta jual beli. *Legal Standing J Ilmu Huk*. 2023;7(1):59-71.
3. Desi S. Kajian terkait keabsahan perjanjian e-commerce bila ditinjau dari pasal 1320 KUHPerdara tentang syarat sah perjanjian. *J Inov Penelit*. 2021;2(1):327-332.
4. Emma NS. Telaah terhadap pemenuhan syarat subjektif sahnya suatu perjanjian di dalam transaksi elektronik yang dilakukan anak di bawah umur. *J Poros Huk Padjadjaran*. 2019;1(21):118-134.
5. Imelda, Markoni, Joko W, Zulfikar. Kekuatan hukum akta notaris dan PPAT dalam peralihan hak atas tanah belum terdaftar pada akta jual beli dan perjanjian pengikatan jual beli. *Almufi J Sos Dan Humaniora (ASH)*. 2025;2(2):240-252.
6. Nanin KA. Analisa yuridis tentang perjanjian dinyatakan

⁸ Emma N. S. (2019). Telaah Terhadap Pemenuhan Syarat Subjektif Sahnya Suatu Perjanjian Di Dalam Transaksi Elektronik Yang Dilakukan Anak Di Bawah Umur. *Jurnal Poros Hukum Padjadjaran*, 1(21).

⁹ Nanin K. A. (2016). Analisa Yuridis Tentang Perjanjian Dinyatakan Batal Demi Hukum. *Jurnal Hukum To-Ra*, 2(1).

- batal demi hukum. *J Huk To-Ra*. 2016;2(1):279-286.
7. Tri S, Syarifah P, Seri S, Rizki NA, Muhammad FR, Diza FN. Kajian yuridis pelanggaran kode etik yang dilakukan notaris Ey. *Akselerasi J Ilmiah Nas*. 2024;6(2):27-32.
 8. Vivi CW, Anita A, Badar B. Perlindungan hukum secara keperdataan bagi klien notaris yang mengalami kerugian akibat diterbitkannya akta autentik yang cacat hukum oleh notaris. *Acta Diurnal J Ilmu Huk Kenotariatan*. 2023;7(1):15-30.
 9. Wahid AM. Perlindungan hukum dan pertanggungjawaban bagi notaris yang menjadi turut tergugat terhadap akta yang telah dibuatnya. *J Indonesia Notary*. 2021;3(2):657-676.
 10. Kitab Undang-Undang Hukum Perdata (KUHPerdata). Indonesia.
 11. Undang-Undang Republik Indonesia Nomor 2 Tahun 2014 tentang Perubahan atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris. Lembaran Negara Republik Indonesia Tahun 2014 Nomor 3; Tambahan Lembaran Negara Republik Indonesia Nomor 5491.
 12. Kode Etik Notaris Indonesia.
 13. Mahkamah Agung Republik Indonesia. Putusan Nomor 154 K/Pdt/2016.

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