

The Responsibility of The Substitute Notary For His Error in Making A Notary Deed

Tubagus Fakhri Kurnia

PT. Pertamina Patra Logistics

Abstract

Based on Law No. 2 of 2014 amendment of Law No. 30 of 2004 on Notary Position (Notary Office Law) one of the rights that notaries have is the right to leave. Notaries who are temporarily unable to serve or take time off, are required to appoint and appoint replacement notaries. The substitute notary has the same authority and responsibility as the notary but does not rule out making mistakes in making a notary deed. Approach methods are the statutory approach and the conceptual approach. The result of this study is that a substitute notary is fully responsible at any time for any notary deeds it makes (Article 65 NOTary Office Law). Writing errors made by substitute notaries so that the sound of copies of deeds and minuta deeds are different, namely can be given civil sanctions in the form of correction of deeds or renvoi and administrative sanctions in the form of verbal reprimands, written reprimands, temporary dismissals, respectful dismissals and dismissals with disrespect.

Keywords: Substitute Notary; Acts Against the Law

Abstrak

Berdasarkan Undang-Undang Nomor 2 Tahun 2014 Perubahan atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris (UUJN) salah satu hak yang dimiliki notaris adalah hak cuti. Notaris yang sementara waktu tidak dapat bertugas atau cuti, diwajibkan menunjuk dan mengangkat notaris pengganti. Notaris pengganti memiliki kewenangan dan tanggung jawab yang sama dengan notaris tetapi tidak menutup kemungkinan melakukan kesalahan dalam membuat akta notaris. Metode pendekatan yakni pendekatan perundang-undangan (*statute approach*) dan pendekatan konseptual (*conceptual approach*). Hasil penelitian ini adalah notaris pengganti bertanggung jawab sepenuhnya sampai kapan pun atas setiap akta notaris yang dibuatnya (Pasal 65 UUJN). Kesalahan penulisan yang dilakukan notaris pengganti sehingga bunyi salinan akta dan minuta akta berbeda yaitu dapat diberikan sanksi perdata berupa pembetulan akta atau renvoi dan sanksi administratif berupa teguran lisan, teguran tertulis, pemberhentian sementara, pemberhentian dengan hormat dan pemberhentian dengan tidak hormat.

Kata kunci: Notaris Pengganti; Perbuatan Melawan Hukum

Copyright©2022 Authentica. All rights reserved.

Introduction

The rapid growth of society in Indonesia during this era of globalization, brings an influence on the high level of awareness of Indonesian people about the law. The Unitary State of the Republic of Indonesia is a state of law, it is stated in the Constitution of the Unitary State of the Republic of Indonesia in 1945 (UUD 1945). Ensuring the certainty, order and protection of the law that is based on truth and justice is the principle of the state of law. Such certainty and order must be proven by a means of evidence in which there is a right and obligation of a person or subject of law. A professional is needed to deal with these problems. One of the professions in Indonesia that is required by professionals in carrying out their profession is a notary. Legal relations in society and the role of notaries today become very complex and needed by society. Today the notary profession among

the public is increasingly popular. Its existence is increasingly needed in making a written evidence that is authentic from a legal act committed by the community. The power of authentic deeds made by notaries certainly has a very strong legal power and certainty and considering, authentic deeds are perfect evidence, so it is not uncommon for various laws and regulations to require a certain legal act to be made in the form of an authentic deed. The agreements made by the parties before the Notary are poured into a Notary Deed. It is an authentic deed that has perfect power and is a valid means of proof without the need for other evidence in a civil law dispute.

A notary is a public official who has the main authority to make an authentic deed regarding all actions, agreements and stipulations required by laws and regulations and or desired by those with an interest to be included in an authentic deed, guaranteeing the certainty of the date of making the deed, keeping the deed, providing grosse, a copy deed and deed quote. As long as the making of the deeds is not assigned or excluded to other officials or other people stipulated by law as regulated in Article 15 paragraph Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Positions, hereinafter referred to as Notary Office Law. Notary positions are regulated in Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Positions and are commonly referred to as Notary Office Law. All things about dance must refer to the law. Notary is a position free from the influence of any pressure, but has strong legal certainty, therefore in every making a certain deed grosse always include the sentence "For the sake of Justice Based on God Almighty. This has the consequence that the notary deed has executive power. Notary as an official The general public (*openbaar ambtenaar*) who is authorized to make an authentic deed can be held responsible for his actions in connection with his work in making the deed. Notaries are appointed and dismissed by the Minister, this is in accordance with Article 2 Notary Office Law. Notaries are required to always follow the oath of office notaries and the laws and regulations that form the basis for and uphold and implement the notary code of ethics.

Notaries have a term of office as regulated in Article 8 paragraph 1 letter b and paragraph 2 Notary Office Law, namely the notary resigns or is honorably dismissed from his position if the notary dies, is 65 (sixty five) years old, at his own request, concurrently as a state official, mentally and/or physically unable to carry out the duties of a Notary position continuously for more than 3 (three) years. Notaries can also propose to the Minister of Law and Human Rights to extend the term of office for 2 (two) years taking into account the health of the person concerned. The end of a notary's term of office does not end the notary's

responsibility for the deed he made. The provisions related to the notary's responsibility for the deed he made are contained in Article 65 of the Notary Office Law, which states that the notary, substitute notary and temporary notary officials are responsible for every deed he made even though the notary protocol has been submitted or transferred to the notary protocol repository. The above provisions explain that a notary who has served as a notary still has to be responsible for the deed he made. After the notary is 65 (sixty five) years old. then the tenchut notary's term of service has expired, those who have been in service must submit the notary protocol to the substitute notary who has been appointed, if the notary does not appoint a replacement notary, the Regional Supervisory Council has the authority to make it difficult for other notaries as protocol holders to the Minister. The task of a notary is to serve the community a notary is not limited by time and must be able to work at any time as long as the community.

When a notary is sick, appointed as a state official or temporarily unable to carry out his duties, a notary must apply for leave which is the right of a notary who is a public official. Notary leave can be granted if a notary has carried out his position for 2 (two) years and if it is less than 2 (two) years, the notary has not been able to take his leave rights. Leave applications can be submitted one month prior to the start date of the leave. The submission of the application depends on the length of leave from each notary. The submission of a notary's leave application must follow the proposal, namely there must be the appointment of a substitute notary to replace and carry out his duties late.

Based on Article 32 Paragraph 1 Notary Office Law that a notary who is on leave is obliged to submit a notary protocol to a substitute notary. The notary concerned determines the period of time. for the period of leave and is obliged to appoint a substitute notary, the notary in appointing a substitute notary is usually only from among employees who have worked as well as apprentices for a long time and are considered to have been able to replace him based on the assessment of the notary itself. Notaries in practice can appoint a substitute notary who is usually one of the employees who work in his office. The notary submits the notarial protocol. to a substitute notary, so that in the mastery of a substitute notary there is a notary protocol from a notary who is replaced by a substitute notary and a protocol that includes the deeds he made. alone. The regulation on the replacement notary aims to meet the needs of the community in making the deed, as regulated in Article 15. Article 16, Article 17 Notary Office Law. Notaries who are on leave are required to submit a notary protocol to a substitute notary and the protocol is returned to the notary after the leave ends. The handover of the position is made an official report and submitted to the Notary Supervisory Council

and although the notary's leave has ended and the protocol has been submitted to the notary, the substitute notary is still responsible for every deed he made. The position of a substitute notary is considered to cover the vacancy in the position of a notary because the notary is unable to carry out his obligations temporarily for reasons that have been regulated by law. The existence of a substitute notary in making the deed is no different from that of a notary. When a notary delegates his position to a substitute notary, the substitute notary has the same authority and responsibility as the notary so that the deed made by the substitute notary has the same legal force as the deed made by the notary who appointed him or with other notaries in all jurisdictions of the country. Indonesia.

A notary during his leave, the notary protocol is submitted to the substitute notary. A substitute notary does not rule out the possibility of making mistakes in carrying out his obligations and some even do not carry out his obligations properly and correctly related to the making of a notary deed. This has violated the authority and obligations of the notary. This action is a crime against a notary protocol and is detrimental to the parties involved. Mistakes made by a substitute notary can be qualified as committing an unlawful act because it is detrimental to the parties involved. Mistakes made by the substitute notary will not cause problems as long as the problem is known at the time and as long as the position of the substitute notary is still valid because it can be corrected properly. Problems will arise if the error made by the substitute notary is only known at a later date after the substitute notary has finished his work period. So, the one who is responsible for the problematic deed is the substitute notary himself. The substitute notary can be called back if at any time the deed he made causes problems to ask for accountability. The notary is not responsible for the mistakes made by the substitute notary in making the notary deed that replaces him because the substitute notary is independent and fully responsible for the deed he made at any time and has the same position. with a notary.

The existence of an authentic deed is very necessary in various fields of community life. An authentic deed made by a notary has very strong legal force considering that an authentic deed is perfect evidence. Likewise, the deed made by a substitute notary. So, it is not uncommon for various laws and regulations to require certain legal actions to be made in the form of an authentic deed, such as the establishment of a limited liability company, cooperative, fiduciary guarantee deed and so on, in addition to the deed made at the request of the parties. An authentic deed serves for legal certainty from the parties and legal protection for interested parties. A substitute notary in his profession who provides services to the community should act according to the applicable rules. The substitute notary

also has an obligation to guarantee the truth of the deeds he has made, therefore the substitute notary must be more sensitive, honest and fair in making a deed. An authentic deed is a perfect means of proof, for both parties made in accordance with the law and made by an authorized public official, one of which is a notary. Raden Soergondo is of the opinion that an authentic deed is a deed made and formalized in legal form by or before a public official, who is authorized to do so, at the place where the deed was made. In addition to an authentic deed made by and before a notary, an authentic deed can also be made by other public officials by following the fulfillment of the four elements of authenticity including birth certificates, marriage certificates, death certificates issued by the Civil Registry Office which are also authentic deeds. Likewise, the deed issued by the District Court such as the Decree on the Appointment of Heirs and the Decision of the Panel of Judges, is also an authentic deed. Irawan Soerodio stated that there are 3 (three) essential elements in order to fulfill the formal requirements of an authentic deed, namely in the form determined by law, made by and before a public official, deed made by or before a public official authorized to and at the place where the deed was made. The essential element is the part of the agreement that must always be in an agreement, the absolute part, without which the agreement cannot exist and is invalid.

An underhand deed is a deed made and signed by the parties who have agreed in the engagement or between the interested parties. Based on Sudikno Mertokusumo's opinion, an underhand deed is a deed that is intentionally made for proof by the parties without the assistance of a public official. Made solely between interested parties. A notary in carrying out his authority has the obligation to make a (two) kind of deed, namely a *partij* deed or commonly called a deed made by the parties and a *relax* deed or usually called a deed made by an official/notary. Not only the authority that must be considered by the substitute notary in carrying out his duties and positions, but there is one of the obligations of the substitute notary that must always be carried out which is stated in Article 16 paragraph = letter b of the Notary Position Act, that the notary must make a deed in the form of a minutes of deed, and save it as a notary protocol. A notary or a substitute notary has the authority to make a minutes of deed and a copy of the deed. Notary, the substitute has the same authority as the notary owner of the office in carrying out his obligations. The minutes of the deed are state archives that will be needed at any time if there is a case in the future. Although the deed made by a notary, various and even in large numbers, is an obligation for a notary to help and keep the minutes of the deed properly and correctly, the Minutes of the deed are the original deed. The deed can be said to be the life of a notary

because it contains the will and identity of the appearers, as well as the original signatures of the appearers, witnesses and the notary Notary is obliged by law to keep it properly minutes of deed along with other supporting documents. Before the deed is signed by the appearers, a notary is required to first read the deed in front of the appearers and witnesses until the contents of the deed are well understood and understood. If the notary does not make and keep the minutes of the deed properly and correctly, the legal certainty of the copy of the deed he made will be in doubt.

The substitute notary in making a copy of the deed is guided by the minutes of the deed. A copy of the deed exists after the minutes of the deed are made, based on Article 1 Point 9 of Law Number 2 of 2014 concerning Notary Office Law that a copy of the deed is a word by word copy of the entire deed and at the bottom of the copy of the deed the phrase "given as the same copy" is written it sounds. The meaning of "the sound is the same as a copy of the deed that has similar contents" with the minutes of the deed, the substitute notary is required to understand the statement. The substitute notary is expected not to make a mistake in making the minutes of the deed. A copy of the deed that made by a substitute notary must be guided and have the same contents with the minutes of the deed the. If the substitute notary makes a mistake in making the deed, that the deed between the copy the deed and the minutes of deed does not match then the authenticity of the deed will be doubted.

Research Problems

Based on the background above, the following problem can be formulated:

1. How is the responsibility of a substitute notary for his error in making a notary deed?
2. What is the legal effect on the notary deed made by a substitute notary if there is an error in its manufacture?

Research Method

Research methods used are normative research methods. Using secondary data, this study uses 2 (two) approach methods, there are the statute approach and the conceptual approach.

Discussion

When a notary sick or wants to take a leave, is obliged for him to appoint a substitute notary to fill the vacancy, this is in accordance with the provisions contained in Article 25 point 3 of Law number 2 of 2014 Notary Office Law that if the notary is on leave, the notary is not appointed a substitute notary, the Regional

Supervisory Council (MPD) appoints another substitute notary to receive a notary protocol whose legal area includes the domicile of the notary who is appointed as a state official. During the notary's leave, the notary protocol must be submitted to the substitute notary. After the notary concerned has completed the leave period, the notary protocol is returned to the notary concerned. As a substitute notary during his tenure, there is always the possibility of errors in pronunciation or sound in the making of the deed, so that the deed created causes problems. If the problem is known at the time or during the office of the substitute notary concerned, it will not cause problems because it will be repaired properly. The problem is if in the deed made by the substitute notary there is a problem and the problem is only known at a later date after the substitute notary has finished his work period, then the person responsible for the problematic deed is the substitute notary himself or the substitute notary can be recalled if at any time When the deed was made, it caused problems to ask for accountability.

Substitute notary is a public official as referred to in the provisions of Article 1868 of the Civil Code so that it can be said that a substitute notary has the authority as a notary as based on the Notary Office Law, namely as a public official who is temporarily appointed and has the authority as a notary. The substitute notary is appointed by an authorized official based on the Notary Office Law, not by the notary who proposed it or appointed it. Notaries must appoint a substitute notary. Proposing the appointment of a substitute notary in accordance with Article 27 of the Notary Office Law in writing must be together with the request for leave. Notaries who are appointed as state officials are also required to take leave, in accordance with the provisions of Article 11 of the Notary Office Law. The substitute notary has the authority to be directly granted by the notary being replaced, who has the authority to submit the protocol to his successor to be able to temporarily replace him during his leave.

After signing the appointment as a substitute notary, then based on Article 1 point 3 of the Notary Office Law there is an authority for a substitute notary, namely to become a public official who in this case is appointed to replace a notary who is on leave and has full authority as a notary. Based on Notary Office Law, a substitute notary is appointed not by the notary who chose him but by the authorized official. Notaries are public officials, who are appointed and also dismissed by the Minister of Law and Human Rights. The legal position of a substitute notary is really needed both for the benefit of the substitute notary itself and for the public who want to use his services. Taking the oath is a formal requirement that must be passed by every substitute notary to carry out his position as a public official to replace a notary. The substitute notary is required to

take an oath, after which his position is carried out. Confirmation of the legal position of a substitute notary is needed not only for the benefit of a substitute notary, but especially for the public interest who uses the services of a substitute notary.

The equality of legal status between the substitute notary and the notary means that there is no doubt that the deeds made by the substitute notary have the same legal force as the notary deeds made by the notary, meaning that the deeds made by or before a notary substitute is authentic and has perfect evidentiary power in the eyes of the law. A substitute notary is personally responsible for the deed made before him if in the future there are problems that result in losses for other parties. After signing in the case of appointment of a substitute notary, the substitute notary has the authority as a notary as based on the law as referred to in Article 1 point 3 of the Notary Office Law, namely as a public official who is temporarily appointed and has the authority as a notary. Confirmation of the legal position of a substitute notary is needed. not only for the benefit of a substitute notary but for the benefit of the public who use the services of a substitute notary.

1. Responsibilities of a Substitute Notary for His Mistakes in Making a Notary Deed

It is possible that a notary can also be exhausted in carrying out his obligations and even fall ill and have the right to carry out his spiritual activities. A notary in carrying out his obligations as an ordinary human being is also entitled to temporarily not carry out his duties (leave) as a public official, which is in accordance with the provisions contained in Article 11 Paragraph 1 of the Law on Notary Office Law which states that a notary who is appointed as an official the state is obliged to take leave. A notary in this case can appoint and appoint a substitute notary to temporarily carry out his duties and positions. Notaries can appoint a substitute notary who is usually one of the employees who work in his office. The notary submits his notary protocol to the substitute notary, so that in the mastery of the substitute notary there is a notary protocol from a notary who is replaced by a substitute notary and a protocol that includes the deeds he made himself. Based on Article 25 of the Notary Office Law, a notary has the right to leave which can be taken after serving 2 (two) years of office and during his leave, he is obliged to appoint a substitute notary. The existence of a replacement notary arrangement aims to meet the needs of the community in making the deed, as regulated in Article 15, Article 16, Article 17 of the Notary Office Law.

Based on Article 65 of the Notary Office Law said notaries, substitute notaries and temporary notary officials are responsible for every deed made even though the notary protocol has been submitted or transferred to the notary protocol keeper. The substitute notary only serves temporarily in accordance with the period of leave of the replaced notary. The Notary Office Law authorizes a substitute notary to write down all actions, agreements and stipulations desired by parties who deliberately come before him to request that his statement be poured into an authentic deed so that it has perfect evidentiary power. The existence of a substitute notary is aimed at meeting the needs of the community in making the deed. The end of the term of office of a substitute notary is seen based on the previous notary leave time, as this is regulated in Article 27 paragraph 1 and paragraph 2 of the Notary Office Law that the notary submits a written request for leave accompanied by a proposal for the appointment of a substitute notary. The application for leave is submitted to the authorized official, namely:

a. Regional Supervisory Council

If the desired leave period is not more than 6 (six) months;

b. Regional Supervisory Council

If the desired leave period is more than 6 (six) months to 1 (one) year;

c. Central Supervisory Council

If the desired leave period is more than 1 (one) year.

The appointment of a substitute notary in accordance with the provisions of Article 27 of the Law on Notary Office Law must be in writing together with the request for leave. Therefore, the substitute notary has the authority to be directly granted by the replaced notary, who has the authority to submit the protocol. to his successor to be able to replace running temporarily during the leave period. After signing the appointment as a substitute notary, then based on Article 1 point 3 Notary Office Law there is an authority for a substitute notary, namely to become a public official who in this case is appointed to replace a notary who is on leave and has full authority as a notary. Based on the Notary Office Law, a substitute notary is appointed not by the notary who chose him but by the authorized official. Notaries are public officials, who are appointed and also dismissed by the Minister of Law and Human Rights. The legal position of a substitute notary is very much needed both for the benefit of the substitute notary itself and for the public who want to use his services. Regarding accountability for his actions, taking an oath is a formal requirement that must be passed by every substitute notary, then his position is carried out. The position of a substitute notary is considered to cover the vacancy in the

position of a notary because the notary is unable to carry out his temporary obligations for reasons that have been regulated by law.

Substitute Notaries in carrying out their duties can also make mistakes. The substitute notary is expected not to make a mistake in making a notarial deed. A copy of the deed made by a substitute notary is required to follow the guidelines and have the same content as the minutes of the deed. If the working period of the substitute notary has ended, the substitute notary can be recalled because at any time the substitute notary must be responsible for all the deeds he made. Mistakes made by the substitute notary will certainly have an impact on himself and can result in losses for the parties. Based on article 33 paragraph 2 of Law Number 2 of 2014 concerning the Notary Office Law, that the authority and responsibility of a substitute notary is the same as the authority and responsibility of a notary so that what is regulated in Article 15 of the Notary Office Law, namely regarding the authority of a notary, thus also applies to substitute notary. There is no difference in the existence of a substitute notary in making the deed, so that the deed made by the substitute notary has the same legal force as the deed made by the notary who appointed him or with other notaries in all jurisdictions of the State of Indonesia (Article 65 Notary Office Law). Likewise, the legal provisions in the Notary Office Law that regulate notaries also apply to substitute notaries because both notaries and substitute notaries have the same position.

The responsibility of the substitute notary for his mistake in making a notarial deed is given a sanction. The sanctions consist of civil sanctions and administrative sanctions for the actions they have committed. The civil sanction that will be given is in the form of a substitute notary who must correct errors or provide a recommendation for the deed he has made. Changes to the contents of the deed must be made in accordance with the provisions of the Law on Notary Office Law. The Notary Position Act allows a substitute notary (considered the same as a notary) to make changes that occur due to mistakes that have been made, as regulated in Articles 48 to 51 of the Notary Office Law, which is what is called the Notary Office Law. *renvoi* term. These articles are a guarantee of legal certainty whose use is to guarantee legal certainty in correcting errors that occur in making authentic deeds, as long as the Law on Notary Office Law which regulates *renvoi* is useful for creating justice and providing benefits for the parties, legal certainty will be created, in addition to the content of the law itself must be good, the law implementing agency must also obey and implement the regulations so that the law that has guaranteed legal certainty can run well too. *Renvoi* can be made before and after signing the

deed. Article 48 paragraph 1 of the Notary Office Law clearly prohibits changes to the contents of the deed, but the beginning and end of the deed are the full responsibility of the substitute notary, therefore the contents of the notary deed are prohibited from making mistakes, although according to Article 48 paragraph 2 of the Notary Office Law there are exceptions for amendments. which includes, namely, replaced, added, crossed out, inserted, deleted and written overlapping. Changes in the contents of the deed by being replaced, added, crossed out and inserted can be made and considered valid if the changes are initialed or signed by the appearers, witnesses and notaries. These four ways of permitted changes are the ways or forms of conducting renvoi. Changes to the deed by being deleted and written overlapping are completely prohibited and will result in the deed only having underhand evidence if it is carried out.

Renvoi according to the Big Indonesian Dictionary (KBBI) is an additional correction or improvement in an authentic deed by marking it in the margin which must be accompanied by initials. Renvoi for content errors can be made after the minutes of the deed are signed in front of the appearers and witnesses, or done before the minutes of the deed are signed. Renvoi in practice in the field, it is not uncommon to realize that they must be carried out after the minutes of the deed are signed, in other words the substitute notary only realizes that there has been an error after the appearers return home. Based on Article 51 of the Notary Office Law, granting the authority to a substitute notary to correct writing errors contained in the minutes of the deed that has been signed. The corrections are carried out in the presence of a substitute notary, witnesses and notaries by means of a substitute notary making a Minutes of Correction and recorded in the minutes of the deed for this matter, then a copy of the Minutes of Correction must be submitted to the appearers whose names are in the deed. The renvoi made before the signing of the minutes of deed can be done in the following ways:

1. Deleting the wrong part with a line so that it can still be read as originally stated. If the addition of content is immediately given a mark;
2. Marking errors with different symbols on the same page;
3. Writing changes on the left side of the deed that has been provided with the symbol that has been given to the contents of the deed sequentially then the number of words, letters, or numbers that are crossed out, added or replaced is stated on the left side of the deed;
4. Changes written on the left are then initialed by the appearers, witnesses and notaries;

5. Changes made are then poured out by the Notary by giving a note at the end of the minutes of the original deed regarding the presence or absence of changes accompanied by details of the total changes in the deed clearly.

Changes that cannot be made on the left side of the deed can be made at the end of the deed, before closing the deed, by pointing to the part that was changed or by inserting an additional sheet. Changes made without specifying the modified part will result in the change being void. Arrangements for renvoi are regulated in the Law on Notary Positions Number 2 of 2014 Article 50 paragraphs 1 to 4, where what is regulated is the provision to make renvoi on the minutes of the deed. Meanwhile, in practice, renvoi may occur when a copy of the deed has been issued. Referring to the copy of the deed, the Law on Notary Office Law is felt to be insufficient to regulate in detail the provisions for that.

Deed correction (Renvoi) can be substantive and non-substantive. The point is a small error in the form of a misspelling or spelling (mistyping). Even if the error is not corrected, it does not affect the deed or the person concerned. So, the renvoi is categorized as non-substantive. In addition, the renvoi can be substantive in nature, which can cause differences in meaning and interpretation or even change the position of the parties involved in the deed. Regarding the legal consequences of the renvoi made after the copy of the deed has been issued, if it is not substantive in nature, the substitute notary can make a Deed of Minutes of Correction unilaterally or without bringing back the appearers. This will not give any legal consequences, because the changes that occur will not change the meaning and interpretation. If it is substantive in nature, the substitute notary can also make a Deed of Minutes of Correction but must bring back the appearers, because it can give different meanings and interpretations. The Deed of Minutes of Correction is made without the presence of the presenters, it can cause legal consequences in the future if one of the parties feels aggrieved. Furthermore, the legal consequences will be decided by the judge in court. Deed of Minutes of Correction is a notarial deed which is included in a special relas deed (special verbal deed). It is said to be a special relas deed because the deed can be made by a substitute notary on his own initiative, without having to have a request from the interested parties. The substitute notary knows that in the minutes of the deed that has been signed there is a typo, he can immediately correct the error. A substitute notary in carrying out his authority if he makes a mistake in making a notarial deed will be given civil sanctions, namely the substitute notary is obliged to provide a deed correction or provide a renvoi for his mistake in making a notary deed even though the substitute notary has expired and can be recalled because at any

time The substitute notary shall be fully responsible for every notarial deed he has made, both authentic and private.

2. Legal Consequences for the Notary Deed Made by a Substitute Notary If There is an Error in Making it

An authentic deed essentially contains a formal truth made based on a request from the parties who appear before a substitute notary, without a request from the substitute notary parties it is impossible to make an authentic deed. The parties convey their will to carry out a certain legal action based on the information and conditions that have been determined, then the substitute notary shall pour the will of the parties into the deed. A substitute notary must focus and concentrate in carrying out his duties so that every notarial deed he makes is of quality and in accordance with the law. It is possible that a substitute notary made a mistake in carrying out his duties. Mistakes made by the substitute notary will certainly have an impact on himself or can result in losses for the parties involved. The substitute notary only serves temporarily in accordance with the period of leave of the replaced notary. The Notary Office Law gives authority to a substitute notary to write down all actions, agreements and stipulations desired by parties who deliberately come before the substitute notary to request that his statement be poured into an authentic deed so that it has perfect evidentiary power. in the eyes of the law. Errors in carrying out the profession can be caused by lack of knowledge or ignorance (*onvoldoende kennis*), lack of experience or lack of flying hours (*onvoldoende ervaring*) or lack of understanding (*onvoldoende inzicht*). Likewise, the error of a substitute notary related to his profession as a deed-making official, is usually caused by the lack of notary knowledge regarding the issues desired by the parties facing both from the knowledge aspect, legal aspects as well as from aspects related to the substitute notary's expertise.

The deed issued or made by a substitute notary as perfect evidence must have an element of perfection both in material and formal terms, thus a substitute notary must be responsible for the deed he has made. If the deed made is not in accordance with the provisions stipulated in the law and the sound between the minutes of the deed and the copy of the deed is not the same, then the legal consequences of the deed will be legally flawed and result in the deed losing its authenticity and canceling the deed and becoming a private deed. The defect of an authentic deed can cause the substitute notary to be responsible and will be subject to civil and administrative sanctions. Civil sanctions imposed for the substitute notary, namely the substitute notary is

required to make a renvoi or correct related errors in the deed made. The equality of legal position between the substitute notary and the notary means that there is no doubt that the deeds made by the substitute notary have the same legal force as the notary deeds, meaning that the deeds drawn up by or before the substitute notary are authentic and has perfect evidentiary power as referred to in Article 1870 of the Civil Code said for the interested parties and their heirs or for those who get rights from them, an authentic deed provides a perfect proof of what is contained in it.

When substitute notary makes a mistake that substitute notary writing error when they make a deed, so that the sound of the copy of the deed is different from the sound in the minutes of the deed he made and is not the same as what has been desired by the appearers and is not in accordance with what is in the law, therefore all the authentic requirements of a deed in accordance with Article 1868 of the Civil Code has not been fulfilled, then the proof of the deed is no longer authentic and the proof of the deed is only under the power of the hand. Violations of the provisions of the Notary Office Law which result in a deed only having the power of proof as an underhand deed or a deed being null and void, can be a reason for the party suffering losses to demand reimbursement of costs, compensation, and interest from a notary. replacement. Other sanctions in addition to civil sanctions given to a substitute notary, as for other sanctions that can be given to a substitute notary who makes a mistake in making a notary deed, namely administrative sanctions. Administrative sanctions are sanctions imposed on administrative violations or provisions of laws that are administrative in nature. Administrative sanctions that can be given to a substitute notary who make a mistake in making a notarial deed are:

1. Verbal warning;
2. Written warning;
3. Temporary suspension;
4. Dismissal with respect;
5. Disrespectful dismissal

The substitute notary is expected to be more thorough and careful in making a notarial deed and must guided by the Notary Office Law so that the deed he makes has good quality and has perfect legal force. A substitute notary in providing services to the community must be responsible to himself or to the community. Responsible for oneself in the sense that a Notary works because of moral integrity, intelligence and professionalism as part of the identity of a Notary. As a professional, one must always maintain the noble ideals of a

profession in accordance with the guidance of one's conscience, undergoing a profession not only in moderation, but must have quality and integrity to the profession mandated to him, as explained in Article 16 paragraph 1 letter a of the Notary Office Law. A notary or a substitute notary in carrying out the function of his position has a moral and ethical responsibility to his profession so that in carrying out his authority he is required to comply with the applicable legal rules so as not to cause legal problems in the future.

Conclusion

Based on the description of the results of the research and discussion above, conclusions can be drawn, namely:

1. The substitute notary is required to correct the deed (*renvoi*) or reconstruct the deed against errors in the deed he made. Failure to do so is responsible for the deed error he made, administrative sanctions can be given, including an oral warning, written warning, temporary dismissal, respectful dismissal or dishonorable discharge the substitute notary is obliged to be responsible for all deeds made at any time because after the substitute notary is sworn in, the substitute notary is considered independent and has the same authority and responsibility as a notary.
2. The copy of the deed must sound the same as the minutes of the deed, so that when the substitute notary commits an error in writing the copy of the deed will cause inequality of the sound of the copy of the deed with the minutes of the deed. Notary in issuing a copy of the deed, ie I based on the minutes of the deed. Seeing the non-fulfillment of these provisions, as a result of the law on the notarial deed made by a substitute notary who in his writing made a mistake so that there is a difference in sound between the copy of the deed and the minute deed, then the deed is doubtful its legal authenticity and can be degraded into a deed under hand because according to the provisions in the Book of Civil Law (Civil Code) that an authentic deed is a deed made in the form specified by Law.

Suggestions

Notaries need to be careful in appointing a substitute notary, preferably those who have experience and understand their duties in making a notarial deed. A substitute notary who temporarily replaces a notary must always act carefully in carrying out his duties, such as always re-examining the contents of the deed, checking the accuracy of the data of the parties, the identity of the parties, statement of the parties, then on the documents related to the agreement, the substitute notary must check so that there are no errors that can harm the parties in the future.

References

- Adjie, Habib. (2013). *Menjalin Pemikiran-Pendapat Tentang Kenotariatan*. Bandung: Citra Aditya Bakti.
- Afifah, Kunni. (2017). Tanggung Jawab dan Perlindungan Hukum bagi Notaris secara Perdata Terhadap Akta yang Dibuatnya. *Jurnal Pascasarjana Kenotariatan*. Universitas Islam Indonesia.
- Agustina, Rosa. (2003). *Perbuatan Melawan Hukum*. Jakarta: Pasca Sarjana Fakultas Hukum Universitas Indonesia.
- Anshori, Abdul Ghofur. (2009). *Lembaga Kenotariatan Indonesia, Perspektif Hukum dan Etika*. Yogyakarta: Universitas Islam Indonesia Press.
- Budiono, Herlien. (2008). *Kumpulan Tulisan Hukum Perdata di Bidang Kenotariatan*. Buku Kesatu. Bandung: Citra Aditya Bakti.
- Erwinskyahbana, Tengku. (2018). Kewenangan dan Tanggung Jawab Notaris Pengganti setelah Pelaksanaan Tugas dan Jabatan Berakhir. *Jurnal Lentera Hukum*. Universitas Sumatera Utara.
- Flora, Henny Saida. (2012). Tanggung Jawab Notaris Pengganti dalam Pembuatan Akta. *Kanun Jurnal Ilmu Hukum*. Nomor 57.
- Halim, Yoefanca., dkk. (2019). Tanggung Jawab Notaris Pengganti Terhadap Ketidaksesuaian Akta Salinan dengan Minuta Akta. *Jurnal Penegakan Hukum*. Universitas Sumatera Utara.
- Kadir, Muhammad Abdul. (2001). *Etika Profesi Hukum*. Bandung: Citra Aditya Bakti
- Krisnayanti, Ni Nyoman Candra., dkk. (2020). *Tanggung Jawab Notaris Pengganti dalam Hal notaris yang Digantikan Meninggal Dunia Sebelum Cuti Berakhir*. Fakultas Hukum Universitas Warmadewa.
- Mahadewi, I Gusti Agung Ika Laksmi dan I Wayan Novy Purwanto. (2021). Tanggung Jawab Notaris Pengganti yang Melakukan Perbuatan Melawan Hukum dalam Pembuatan Akta Autentik. *Jurnal Kenotariatan*. Universitas Udayana.
- Marzuki, Peter Mahmud. (2005). *Penelitian Hukum*. Cetakan Ke-7. Jakarta: Kencana Prenada Media Group.

- Prakoso, Wibby Yuda. (2017). Tanggung Jawab Dan Akibat Ukum Dari Akta Notariil Yang Dibuat Oleh Notaris Pengganti Setelah Masa Jabatannya Selesai. *Jurnal Akta*. Universitas Islam Sultan Agung.
- Riekayanti, Happy Yanua. (2012). Akibat Hukum Akta yang Dibuat Notaris Pengganti di Kota Semarang. *Jurnal Notarius*. Pascasarjana Kenotariatan Universitas Diponegoro.
- Sjaifurracman. (2011). *Aspek Pertanggungjawaban Notaris Dalam Pembuatan Akta*. Bandung: Mandar Maju.
- Soemoatmodjo, Soetardjo. (1986). *Apakah, Notaris, PPAT, Pejabat Lelang*. Yogyakarta: Liberty.
- Sulihandari, Hartanti dan Nisya Rifiani. (2013). *Prinsip-Prinsip Dasar Profesi Notaris*. Jakarta: Dunia Cerdas.
- Sumaryono, Eugenius. (2008). *Etika Profesi Hukum Norma-Norma Bagi Penegak Hukum*. Yogyakarta: Kanisius.
- Tedjosaputro, Liliana. (1995). *Etika Profesi Notaris*. Yogyakarta: Bayu Indra Grafika.
- Thamrin, Husni. (2011). *Pembuatan Akta Pertanahan Oleh Notaris*. Yogyakarta: Pressindo
- Utama, Wiriya Adhy dan Ghansham Anand. (2018). Perlindungan Hukum Terhadap Notaris Pengganti dalam Pemanggilan Berkaitan dengan Kepentingan Peradilan. *Jurnal Panorama Hukum*. 3 (1).
- Wijaya, Putu Adi Purnomo Djingga dan A. A. Andi Prajitno. (2018). *Tanggung Jawab Notaris Terhadap Kesalahan dalam Pembuatan Akta yan Dilakukan oleh Notaris Penggantinya*. Universitas Narotama.
- Yandillah, Ariy., dkk. (2015). Tanggung Jawab Notaris Pengganti Terkait Pembuatan Akta Notaris yang Merugikan Para Pihak Akibat Kelalaiannya. *Jurnal Hukum*. Pascasarjana Kenotariatan Universitas Brawijaya.