
Authentica

Vol. 6 Issue 2, February 2024

E-ISSN 2655-4771 P-ISSN 2655-4763

DOI: 10.20884/1.atc.2023.6.2.413

This work is licensed under a Creative Commons Attribution 4.0 International License (cc-by)

NOTARY'S RESPONSIBILITY FOR THE DEED THEY MADE IN DECISION NUMBER 126/PDT/2018/PT YYK

Bagas Junio Pridasmara

Jenderal Soedirman University

Abstrak

In executing his duties as a Public Official, a Notary must comply with the Notarial Office Regulations, the Code of Ethics, and also with the oath taken when appointed as a Notary, where the Notary is obliged to carry out his duties with trustworthiness, honesty, diligence, independence, and impartiality as stipulated in Article 4 paragraph (2) of the Notary Law. However, in Decision Number 126/PDT/2018/PT YYK, the Notary needed to comply with these rules. The formulation of the problem in this study is: (1) What is the responsibility of the Notary for the deeds he made based on Decision Number 126/PDT/2018/PT YYK? (2) What are the legal consequences of the deeds made by the Notary based on Decision Number 126/PDT/2018/PT YYK? The research conducted uses normative juridical research with a legislative approach. The legal material collection technique is through literature study. The legal materials used are primary, secondary, and tertiary legal materials. Based on the research results, the Notary who made the deed in case Number 126/PDT/2018/PT YYK did not adequately apply the principle of caution, causing one of the parties to suffer losses. The results of the second research on the legal consequences of the Notary's deed should be revoked, but the judge has a different opinion.

Keywords: Notary's Responsibilities; Authentic Deed; Court Decision

Copyright©2022 Authentica. All rights reserved.

Introduction

Humans are basically legal subjects who live in groups in a specific area, and in their lives, there is an interaction between one another. Because human nature basically cannot live alone, there needs to be an interaction with one another. The more interactions that occur, the more possible it is for a bond to bind itself to society so that an agreement emerges. Humans are social beings who interact with each other, resulting in a bond with one another; this activity is private. The rules regarding agreements are regulated in Book III of the Civil Code. Article 1313 of Book III of the Civil Code states, "An agreement is an act by which one or more persons bind themselves to one or more other persons". One of the agreements often found in people's lives is a debt and credit agreement. In accounts payable agreements, problems often occur, namely the existence of one of the parties who defaults. The agreement will run without obstacles if the parties to the agreement carry out the agreement based on good faith and perform their obligations or rights and obligations under what was agreed at the beginning of the agreement. However, if in carrying out the agreement, there is one party who does not fulfil his obligations, then there is a default.

To ensure legal certainty, the government makes strict rules to regulate every action of its citizens, such as making laws. This provision confirms that the government guarantees the legal certainty of its citizens in the life of society, nation and state. Legal certainty, order, and protection require, among other things, that people's lives require evidence that clearly determines the rights and obligations of a person as a legal subject

in society (Ghofur, 2009). An authorized official is needed to make the deed to realize a means of evidence, such as a deed. So, the government created a legal profession to help people who need help understand the legal processes and procedures they must undergo to deal with a case. The legal profession in question is Notary / PPAT.

Notaries, which in English are called notaries, while in Dutch they are called van notaris, have a significant role in legal traffic, especially in the field of civil law, because notaries are positioned as public officials, who have the authority to make authentic deeds and other authorities. (Salim, 2018) In Article 1 point 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, Notary is a public official authorized to make authentic deeds and has other powers as referred to in this law or based on other laws.

The notary has several authorities in carrying out their duties as a public official. Authority is a legal action described and given to an office based on the applicable laws and regulations governing the office concerned. Thus, every authority has limits, such as the laws and regulations regulating it. (Lubis et al., 2018) The general authority of Notary in Article 15 paragraph (1) of the UUJN, Notary is authorized to do authentic deeds regarding all deeds, agreements, and stipulations required by laws and regulations and/or desired by those concerned to be stated in an authentic deed, guarantee the certainty of the date of doing the deed, keep the deed, provide copies and

quotations of deeds, all of which are as long as the making of the deed is not also assigned or excluded to other officials or other persons stipulated by law. An *authentic deed* is made by or before an official authorized to do so according to the provisions of the law. Authentic deeds are binding and perfect evidence. Binding means that what is stated in the deed is considered as something true as long as the untruth cannot be proven. Perfect means that the authentic deed is sufficient to prove itself without other evidence. (Lubis et al., 2018)

As the strongest and fullest evidence, authentic deeds have an essential role in every legal relationship in people's lives. In various business relationships, activities in banking, land, social activities, and others, the need for written evidence in the form of authentic deeds is increasing in line with the growing demand for legal certainty in various economic and social relationships, both at the national, regional and global levels. Through an authentic deed that clearly determines rights and obligations, legal certainty is guaranteed, and at the same time, it is hoped that disputes can be avoided. Although such disputes cannot be avoided, in the process of resolving such disputes, authentic deeds, which are the strongest and fullest evidence, provide a real contribution to the settlement of cases in a cheap and fast manner (UUJN).

A deed is authentic not because of the stipulation of the law but because it is made by or in the presence of a public official. The authenticity of a Notarial deed derives from Article 1 of Law Number 30/2004 on the Office of Notary (hereinafter referred to as UUJN), in which the Notary is made a "public official" so that the deed made by the Notary in his/her position acquires the nature of an authentic deed. In other words, a deed made by a Notary has authentic properties, not because the law stipulates so, but because the deed is made by or before a public official, as referred to in Article 1868 of the Civil Code. The elements contained in Article 1868 of the Civil Code are as follows:

1. That the deed was made and formalized in a form according to law.
2. That the deed was made by and or before a public official.
3. That the deed is made before the person authorized to make it at the place where it is

made.

In carrying out the task of making authentic deeds, notaries are obliged to follow the provisions in the UUJN and the code of ethics of the notary office. Notaries must act honestly, carefully, independently, and impartially and safeguard the interests of the parties involved in legal acts, following Article 16 of the UUJN. Therefore, the Notary must be careful and meticulous in carrying out procedures to make authentic deeds. The procedure that must be carried out by a notary and the process of making a deed is to request documents or correspondence that need to be stated in the deed. The document the Notary must request to attach a photocopy in the Minuta Akta (original Notarial Deed) is an identification or identity card (KTP). The notary must ensure that the person is capable of performing legal acts in the deed to be made.

The increasing number of Notaries makes Notary competition tighter and sometimes makes Notaries less prudent in carrying out their duties and authority. One of the lack of caution is in the Notary facilitating the identity of the face. Faces using Notary services must provide proof of correct identity by showing the original Identity Card (KTP) and providing a photocopy to the Notary. However, several cases occur where the Notary directly provides a photocopy without providing the original identity card, and the Notary also does not check the suitability of the photocopy with the original. Because many faces use identities that do not match the original or fake identities, problems arise with deeds made and or before the Notary based on the fake identity card. (Hendra, 2012).

Notaries also have the authority to make agreement deeds. Agreement deeds are evidence letters that contain legal relationships between one subject and another legal subject, where one legal subject is entitled to performance. At the same time, the other party is obliged to carry out its performance. (Salim, 2018) Then, the validity requirements of the agreement must be fulfilled under what is regulated in Article 1320 of the Civil Code. Agreements have become an essential part of human life. An agreement is a legal relationship between two or more parties who bind to each other, and an obligation arises. So that the parties have their respective rights and obligations. In the agreement, there needs to be legal certainty so that if something happens between the parties, be it default or illegal acts. Then, an authorized official must make a deed of agreement so that later, the deed can serve as solid evidence in court if there is a case between the parties to the agreement. Agreements regulated in the Civil Code are divided into two, namely named agreements and unnamed agreements. Named agreements are in Chapter V to Chapter XVIII of Book Three of the Civil Code. In contrast, unnamed agreements are agreements that have not been specifically regulated in the Civil Code and are given freedom for the parties to give names to the agreements they make as long as they do not conflict with the law.

Basically, the agreement must be made based on the agreement between the parties; if one disagrees, then no agreement is born. Regarding this agreement that occurred in case Number 126/PDT/2018/PT YYK, it is a case of a lawsuit for a Certificate of Ownership of a plot of land and building. The Plaintiff filed the lawsuit against Defendant III who was the Plaintiff's business partner. Because Plaintiff trusted Defendant III, he finally lent the Certificate of Title to a plot of land and building with the aim of Defendant III to seek a loan of funds with Plaintiff's land as collateral. Defendant obtained a loan from Defendant II with Plaintiff's land as collateral, and the Plaintiff was promised a "lure" by Defendant III, which essentially meant that he would be given a sum of money if there was a disbursement of the loan. Due to the persuasion and

promise of "lure" from Defendant III, Plaintiff executed a Deed of Sale and Purchase in front of Bantul District Notary/PPAT Ratnawati, SH, in which Plaintiff's Certificate of Title was transferred into the name of Defendant II. Because Defendant III did not provide Plaintiff with the funds for the loan provided by Defendant II to Defendant III, Plaintiff requested the return of Plaintiff's certificate of ownership of a piece of land and building.

According to Article 1243 of the Civil Code, namely "Reimbursement of costs, losses and interest for non-fulfillment of an obligation begins to be required, if the debtor, even though he has been declared negligent, continues to neglect to fulfil the obligation, or if something that must be given or done can only be given or done in a time that exceeds the time specified." So, it can be said that the debtor is negligent because he does not fulfil something promised, and the creditor feels aggrieved by the negligence committed by the debtor.

Based on the above background, this research will discuss how the Notary's responsibility for the deed made in Supreme Court Decision Number 126/PDT/2018/PT YYK is due to the Notary's negligence in not applying the precautionary principle or the parties dishonest in providing their information to the Notary, even though the Notary as a public official is authorized to make authentic deeds and his authority duties are regulated in the Notary Office Law and the Notary Code of Ethics but still commits acts against or against the law.

The article entitled "Notary Responsibility for the Deed Made in Decision Number 126/Pdt/2018/Pt Yyk" is an article that can be accounted for its authenticity. To prove that authenticity, this article will be compared with articles with the same theme, namely related to the responsibility of the Notary for the deed he made. The first article, entitled "Notary Liability for the Content of Authentic Deeds that are not under the Facts," written by Rizky Amalia, where the article focuses on discussions related to indicators of Notary liability for the content of authentic deeds and forms of Notary liability for the content of authentic deeds that are not under the facts. (Amalia et al., 2021) The second article, entitled "Limitation of Notary's Liability for the Authentic Deed Made," was written by Erlan Ardiansyah. The article focuses on the discussion related to the extent of the limitations of the Notary's responsibility in Palu City if they make mistakes in doing authentic deeds that harm the parties. (Ardiansyah et al., 2022) The third article, entitled "Notary's Responsibility in Making Deeds of Parties Under Pressure and Coercion," was written by Dimas Almansyah and Mohammad Fajri Mekka Putra where the article focuses on discussions related to the role and responsibility of Notaries in making deeds when the confrontation is under pressure and coercion carried out before the Notary when making a deed of statement in his presence. (Almansyah & Putra, 2022)

Based on the article above, when compared to the discussion of this article, there is a difference where the focus of the discussion is related to the responsibility of the Notary using a case study of the verdict.

Problems

The problem formulations discussed in this study are:

1. How is the Notary's responsibility for the deed they made based on Decision Number 126/PDT/2018/PT YYK?
2. What are the legal consequences of the deed made by the Notary based on Decision Number 126/PDT/2018/PT YYK?

Methods

This research uses normative juridical methods, namely research focusing on inventorying positive law, legal principles and doctrines, legal systematics, and legal history. Using a statutory approach (Statue Approach), namely examining statutory rules and various legal regulations that are the focus of research, and a case approach, namely paying attention to the application of legal norms in legal practice, especially by studying cases that the court has decided. This research uses secondary data, consisting of primary legal materials, including the Civil Code, Law Number 30 of 2004, joLaw Number 2 of 2014 concerning the Notary Position, secondary legal materials, including books, theses, and journals that discuss the issues studied, and tertiary legal materials including dictionaries and other written sources. The data obtained is then analyzed qualitatively and presented in descriptive form.

Discussion

1. The Notary's responsibility for the deed he made was based on Decision Number 126/PDT/2018/PT YYK.

Based on the Concordance Principle, the Notary Office Regulation was born, with the Ordinance of January 11, 1860, Staatblad Number 3, and came into force on July 1, 1860. The Notary Position Regulations in Indonesia underwent many changes. Namely, the Law dated November 13, 2004, Number 33, State Gazette 1954, and finally, Law No. 30 of 2004 concerning the Notary Position was born on October 6, 2004. The Notary is a public official who has the authority to do authentic deeds under the provisions in Article 1 Paragraph 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary that Notary is a public official authorized to make authentic deeds and has other authorities as referred to in this law or based on other laws. This definition means that if no other official is determined to have the duty to make authentic deeds, then only the Notary is the only public official authorized to make them. (Hendra, n.d.)

The philosophical foundation of the existence of Notaries is contained in the provisions of the UUN, which states that Notaries, as public officials who carry out the profession of providing legal services to the public, need protection and guarantees for the achievement of legal certainty. Legal protection is an effort to provide security to Notaries so that they can exercise their authority properly and the parties can use the deeds they make. (Lubis et al., 2018) Notaries carrying out their duties and authorities must undoubtedly be under the rules and codes of ethics of notaries, not arbitrarily at will, in exercising their authority. Notaries who perform their duties and authorities not under the rules and code of ethics will certainly get sanctions according to the level of violation. In making an authentic deed, it is necessary for the parties to appear before the Notary at least two people. The two people must have agreed in advance to make an agreement before facing the Notary to ask for a deed related to the agreement made by the two people. Here, the accuracy of the notary is required. The Notary must be careful about the identity of the parties facing and the purpose of the parties coming to the notary. The principle of notary prudence must always be held firmly because every deed made by a Notary is accountable as long as the Notary is still alive.

In the level of notarial law regarding Notaries and PPAT, if the Notary deed is disputed by the parties, then: 1. The parties come back to request the cancellation of the deed to the Notary that has been made before. Thus, the canceled deed is no longer

binding on the parties, and the parties bear all the cancellations of the deed. 2. If the parties do not agree to cancel the deed, one party can sue the other party with a lawsuit to degredate the authentic deed into an underhand deed. (Wardhani, 2017) If one of the parties feels aggrieved by the deed made by the Notary, then the aggrieved party can file a lawsuit as a claim for compensation to the Notary who made the deed. With the plaintiff's obligation, namely in the lawsuit, it must be proven that the loss incurred directly results from the Notary's deed. Therefore, the plaintiff must be able to prove what was violated by the Notary from the outward, formal, and material aspects of the Notarial deed. (Adjie, 2014).

The legal considerations of the judges in Case No. 126/PDT/2018/PTYYK that the Bantul District Court judge in Decision No. 12/Pdt.g/2018/PN.Btl rejected the Plaintiff's claim entirely and ordered the Plaintiff to pay all court costs incurred in this case. Similarly, the legal considerations of the Yogyakarta High Court judges in Decision Number 126/PDT/2018/PT YYK argued that the legal considerations described by the Panel of Judges of the First Level according to the Panel of Judges of the Appellate Level were correct and correct, under the applicable legal provisions because the decision of the Panel of Judges of the First Level in its legal considerations had described all the circumstances and reasons that formed the basis of its decision. The legal considerations of the judges at the first level were taken over by the panel of judges of the Yogyakarta High Court and used as legal considerations for the panel of judges of the High Court itself in deciding cases at the appellate level. In case Number 126/PDT/2018/PT YYK, a deed was made by a Notary/PPAT. The deed is a sale and purchase deed or AJB in which Plaintiff, as the seller and Defendant I, as the power of attorney of Defendant II, conduct a sale and purchase relationship of a certificate of title to a land owned by Plaintiff. After the AJB was made by the Notary/PPAT, the certificate that originally belonged to Plaintiff was transferred to the name of Defendant II. After the Plaintiff had done what was requested by the third Defendant, the Plaintiff demanded the promise of the third Defendant to provide some funds to the Plaintiff. At that time, the Plaintiff was in need of funds, but the third Defendant did not fulfil his promise to provide some funds to the Plaintiff.

Based on the legal facts in the legal series that occurred, it is clear that the basis of the legal relationship that occurred and became the will between the parties was debt and credit; the essential element in the existing agreement was debt and credit, not sale and purchase. There was also a simulation agreement whereby Defendant I was the person used to create a simulation of the legal relationship used as a party in the process of the sale and purchase bond on the object of the certificate of title to a land belonging to Plaintiff and the existence of AJB made before a Notary/PPAT was a simulation deed as a result of the existence of a legal relationship of debt and credit between Defendant III and Defendant II. It was a disguised legal act that obscured the existence of the initial legal relationship of debt and credit, which used the Plaintiff's object as collateral. Unilaterally, Defendant II, in order to secure its position as a creditor, made and or directed the debtor to do an authentic deed as if there had been a legal relationship of sale and purchase of the Plaintiff's land/building object so that unilaterally it was easy to suppress and or execute.

Notaries, as public officials, in carrying out their duties and authorities, must certainly be in accordance with applicable regulations and not conflict with the code of ethics of office. Notaries are also burdened with responsibility for the authentic deeds they make. The responsibility is for negligence and errors in the contents of the deed.

Responsibilities related to material truth include: (Anshori, 2009)

- a. Notary's civil liability for material truth regarding the deed he made. The juridical construction used in civil liability for material truth is the construction of tort.
- b. Criminal Notary's responsibility towards the material truth of the deed he/she makes, namely regarding criminal provisions, is not regulated in the UUJN. However, a criminal Notary's responsibility can be imposed if the Notary commits criminal acts that violate the law. UUJN only regulates the sanctions that can be given if the Notary violates the law.

The elucidation of the UUJN shows that the Notary is only responsible for the formality of the authentic deed he makes, not for the content of the deed. This provision requires the Notary to be neutral and impartial to the parties who come before him. Notaries can be held liable for the material truth of a deed they make if they do not provide access to a certain law relating to the deed they make so that one of the parties feels cheated by their ignorance (Yuana, 2010).

- a. Differences regarding the material responsibility and formal responsibility of a Notary:
 1. Material Responsibility
 - a) Obligation to Ensure the Legality of Transactions: Notaries are responsible for ensuring that all transactions outlined in their authentic deeds meet the requirements of the applicable law. This obligation includes checking the validity of the documents and the identity of the parties involved, as well as ensuring that the transaction complies with the applicable legal provisions.
 - b) Clear and Complete Deed Drafting: The notary is responsible for drafting the authentic deed clearly and completely, covering all relevant details and provisions. The deed must contain all necessary information and must be easily understood by all parties involved.
 - c) Protection of Parties' Interests: The notary must ensure that all parties involved in the transaction have their rights fulfilled and interests protected.
 2. Formal Responsibilities:
 - a) Compliance with Formal Procedures and Requirements: Notaries must ensure that all formal procedures and requirements stipulated by applicable laws and regulations are complied with. This obligation includes verification of the identity of the parties involved, attestation of documents, and the use of appropriate official language.
 - b) Accurate Recording and Reporting: The notary is responsible for recording and reporting all transactions he/she conducts under applicable legal provisions. This responsibility includes safeguarding deeds and reporting to the competent authorities. A notary's material and formal responsibilities are essential to ensure the validity and legality of all transactions he handles and protects all parties involved's interests. Violation of these responsibilities can result in legal sanctions and can be detrimental to all parties involved in the transaction.

The judge's consideration in giving a verdict in case No. 126/PDT/2018/PT YYK needs to be more precise where it is too detrimental to the Plaintiff. The Plaintiff did make a mistake in trusting other people on the basis of business friends but did not think in advance what the consequences would be if they lent the Certificate of Title. On the basis of this agreement, Plaintiff automatically agreed to enter into an agreement to lend the Certificate of Title to Defendant III. However, because the agreement was not

corroborated or a deed of loan agreement was not made before a Notary, the agreement between Plaintiff and Defendant III did not have legal force or was only an oral agreement not contained in a deed under the hand. The Notary/PPAT who drew up the Sale and Purchase Deed in the case did not apply the principle of prudence in not asking in detail about the object to be sold between Defendant I and Plaintiff. Whereas Defendant I was the person used by Defendant III to simulate that there was a legal relationship regarding the sale and purchase of Plaintiff's land. The Notary was less thorough or indeed the Notary did understand the simulation but still made AJB. The judge's consideration in giving a verdict in case No. 126/PDT/2018/PT YYK is less precise, where it is too detrimental to the Plaintiff. The Plaintiff did make a mistake in trusting other people based on business friends but did not think in advance what the consequences would be if they lent the Certificate of Title. Based on this agreement, Plaintiff automatically agreed to enter into an agreement to lend the Certificate of Title to Defendant III. However, because the agreement was not corroborated or a deed of loan agreement was not made before a Notary, the agreement between Plaintiff and Defendant III did not have legal force or was only an oral agreement not contained in a deed under the hand. The Notary/PPAT who drew up the Sale and Purchase Deed in the case did not apply the principle of prudence in not asking in detail about the object to be sold between Defendant I and Plaintiff. Defendant I was the person used by Defendant III to simulate that there was a legal relationship regarding the sale and purchase of Plaintiff's land. The Notary needed to have been more thorough, and indeed, the Notary did understand the simulation but still made AJB.

2. Legal consequences on deeds made by Notary based on decision Number 126/PDT/2018/PT YYK.

Legal certainty is one of the objectives of drafting laws and regulations. Every clause that contains norms or rules arranged in articles must be harmonized and consistent in its implementation. So, even if problems lead to disputes, they can still be resolved based on the regulations that have been made. (Mulyana et al., 2021)

The validity of an agreement in the Indonesian legal system is stated in the provisions of Article 1320 of the Civil Code. There are 4 conditions, namely 1) agreement, 2) capacity, 3) a certain thing, and 4) halal cause. So, an agreement containing a defect of will due to an agreement containing coercion, fraud, error, or abuse of circumstances can result in an agreement being cancelled. The terms of the agreement stipulated in Article 1320 of the Civil Code are categorized into 2, namely subjective terms and objective terms. Subjective conditions include agreement and capacity regarding the parties who are legal subjects in making agreements. If the subjective conditions are not met, the parties can request that the agreement be canceled. This provision means that the agreement remains and binds the parties as long as it is not cancelled by a judge at the request of one of the parties to the agreement. In contrast, the objective requirements include a certain thing and a halal cause regarding the object of the legal action stipulated in the agreement. If the objective conditions are not met, the agreement is null and void, meaning that there is no longer an agreement and the agreement is considered to have never existed or was born.

A deed made by a notary is an authentic deed with perfect evidence, and only one piece of evidence is enough to become strong evidence. According to Article 1868 of the Indonesian Civil Code, an authentic deed is a deed made in the form prescribed by law by or before a public official authorized to do so at the place where the deed is made. According to this article, a deed can be said to be authentic if it has fulfilled the

elements: (Abdullah & Chalim, 2017)

- a. Made in the form prescribed by law;
- b. Made by or before a public official authorized for the deed;
- c. Made in the authorized notary area.

The provisions of Article 16 paragraph (1) letter a of Law Number 2 of 2014 Concerning the Amendment to Law Number 30 of 2004 Regarding the Position of Notary that Notaries act trustworthy, honest, careful, independent, impartial, and safeguard the interests of parties involved in legal acts. Then, in Article 16, paragraph (1) letter f, Notaries are obliged to keep everything regarding their deeds confidential and all information obtained to make deeds under the oath/pledge of office unless the law determines otherwise. Article 15 UUJN letter a explains that Notaries are authorized to do authentic deeds regarding all deeds, agreements, and provisions required by laws and regulations and/or desired by those concerned to be stated in an authentic deed, guarantee the certainty of the date of doing the deed, store the deed, provide a grosse, copy and quotation of the deed, all insofar as the making of these deeds is not also assigned or excluded to other officials or other persons stipulated by law. Based on Case No. 126/PDT/2018/PT YYK, the making of the Notarial Deed of Sale and Purchase Deed is out of the free will of the parties, as in Article 1321 of the Civil Code that there is no valid agreement if the agreement is given by mistake, or obtained by force or fraud. The Panel of Judges at first instance and on appeal did not pay attention to all parties involved in the case. The plaintiff made a mistake by agreeing to lend the Certificate of Title to Defendant III, even though Defendant III had a debt to Defendant II, but the Plaintiff's land was collateral. The judge here erred in deciding the case with the Plaintiff being punished and the Defendant not being punished. Suppose the panel of judges approves the Plaintiff's claim requesting to declare void or invalid and unenforceable the Sale and Purchase Deed made before the Notary. In that case, the Plaintiff is not so disadvantaged by the Defendant. The Notary also made a mistake by making a simulation deed regarding the sale and purchase of land. Notaries who cause harm to the parties can be sued by the court by asking for compensation from the injured party.

Based on Case No. 126/PDT/2018/PT YYK, the making of the Notarial Deed of Sale and Purchase Deed is out of the free will of the parties, as in Article 1321 of the Civil Code that there is no valid agreement if the agreement is given by mistake, or obtained by force or fraud. The Panel of Judges at first instance and on appeal did not pay attention to all parties involved in the case. The plaintiff here made a mistake by agreeing to lend the Certificate of Title to Defendant III, even though Defendant III had a debt to Defendant II, but the Plaintiff's land was collateral. The judge here erred in deciding the case with the Plaintiff being punished and the Defendant not being punished. Suppose the panel of judges approves the Plaintiff's claim requesting to declare void or invalid and unenforceable the Sale and Purchase Deed made before the Notary. In that case, the Plaintiff is not so disadvantaged by the Defendant. The Notary also made a mistake by making a simulation deed regarding the sale and purchase of land. Notaries who cause harm to the parties can be sued by the court by asking for compensation from the injured party.

The weakness of an agreement made orally is in terms of evidence. The strength of evidence that is not in writing is still the existence of an agreement. In terms of compensation, Plaintiff requested compensation in the form of a certificate of title that had been changed to Defendant II and requested a promise from Defendant III that was

never discussed in the initial agreement. Moreover, no witnesses testified that there was an oral agreement between Plaintiff and Defendant III. So, the judge found it difficult to consider the law because of the lack of evidence in this case, the witness. However, the judge can also use the Plaintiff's statement to consider the law so that the decision is not detrimental to the Plaintiff.

The notary has the authority to intentionally indicate to an employee of the notary to perform an unlawful legal act or give instructions to the employee. If this is done, in addition to harming the notary, the parties and, ultimately, the person performing his/her duties as a notary will be regarded as a person who consistently violates the law.

Conclusion

1. The notary's responsibility for the deed he made was based on Decision Number 126/PDT/2018/PT YYK.

Notaries, as public officials, must carry out their duties and be authorities under applicable regulations and not against the code of ethics of the office. Notaries are also burdened with responsibility for the authentic deeds they make. The responsibility is for negligence and errors in the contents of the deed. In the level of notarial law regarding Notaries and PPAT, if the Notary deed is disputed by the parties, then: 1. The parties come back to request the cancellation of the deed to the Notary that has been made before. Thus, the cancelled deed is no longer binding on the parties, and the parties bear all the cancellations of the deed. 2. If the parties do not agree to cancel the deed, one party can sue the other with a lawsuit to degrade the authentic deed into an underhand deed. If one of the parties feels aggrieved by the deed made by the Notary, then the aggrieved party can file a lawsuit in the form of a claim for compensation to the Notary who made the deed. With the plaintiff's obligation, namely in the lawsuit, it must be proven that the loss incurred directly results from the Notary's deed. Therefore, the plaintiff must be able to prove what was violated by the Notary from the outward, formal, and material aspects of the Notarial deed.

2. The legal consequences of the deed made by the Notary based on Decision Number 126/PDT/2018/PT YYK.

The validity of an agreement in the Indonesian legal system is stated in the provisions of Article 1320 of the Civil Code; there are 4 conditions, namely 1) agreement, 2) capacity, 3) a certain thing, and 4) halal cause. So, an agreement containing a defect of will due to an agreement containing coercion, fraud, error, or abuse of circumstances can result in an agreement being cancelled. The terms of the agreement stipulated in Article 1320 of the Civil Code are categorized into 2, namely subjective terms and objective terms. Subjective conditions include agreement and capacity regarding the parties who are legal subjects in making agreements. If the subjective conditions are not met, the parties can request that the agreement be cancelled. This provision means that the agreement remains and binds the parties as long as it is not cancelled by a judge at the request of one of the parties to the agreement. Meanwhile, the objective requirements include a certain thing and a lawful cause regarding the object of the legal action stipulated in the agreement. If the objective conditions are not met, the agreement is null and void, meaning that there is no longer an agreement and the agreement is considered to have never existed or been born.

Suggestion

1. If someone intends to make an oral agreement, the parties should first consider the consequences of an agreement made orally without written evidence. At least the agreement is made in front of other people so that if there is a violation of the agreement in the future, there are witnesses who can prove that there really was a binding agreement between the parties.
2. A notary, in making a deed, should first pay attention to the parties in terms of the intent and purpose of the parties to come to the Notary. Notaries also, in carrying out their duties and authorities, must act honestly, trustworthy and impartial to one of the parties facing the notary.

Reference

- Abdullah, N., & Chalim, M. A. (2017). Kedudukan Dan Kewenangan Notaris Dalam Membuat Akta Otentik. *Jurnal Akta*.
- Almansyah, D., & Putra, M. F. M. (2022). Tanggungjawab Notaris Dalam Pembuatan Akta Para Pihak Di bawah Tekanan Dan Paksaan. *JURNAL USM LAW REVIEW*. <https://doi.org/10.26623/julr.v5i2.5728>
- Amalia, R., Musakkir, M., & Muchtar, S. (2021). Pertanggungjawaban Notaristerhadap Isi Akta Autentik yang Tidak Sesuai dengan Fakta. *Al-Ishlah: Jurnal Ilmiah Hukum*. <https://doi.org/10.56087/aijih.v24i1.77>
- Ardiansyah, E., Saleh, M., & Rachman, R. (2022). Batasan Tanggungjawab Notaris Terhadap Akta Autentik Yang Dibuatnya. *Recital Review*. <https://doi.org/10.22437/rr.v4i2.18867>
- Hendra, R. (n.d.). Tanggung Jawab Notaris Terhadap Akta Otentik Yang Penghadapnya Mempergunakan Indentitas Palsu Di Kota Pekanbaru. *Jurnal Ilmu Hukum*.
- Lubis, S., Irwansyah, Syahnel, & Anwar. (2018). Profesi Notaris Dan Pejabat Pembuat Akta Tanah. In *Panduan Praktis dan Mudah Taat Hukum*. Mitra Wacana Media.
- Mulyana, D., Abdughani, & Kurniasari, R. (2021). Tanggung Jawab Notaris/Ppat Terhadap Akta Jual Beli Tanah Yang Batal Demi Hukum. *Juris and Society: Jurnal Ilmiah Sosial Dan Humaniora*, 1(1).
- Salim, H. (2018). *Peraturan Jabatan Notaris*. Jakarta: Sinar Grafika. SinarGrafika.
- Wardhani, L. C. (2017). Tanggung Jawab Notaris/PPAT terhadap Akta yang Dibatalkan oleh Pengadilan. *Jurnal Lex Renaissance*. <https://doi.org/10.20885/jlr.vol2.iss1.art4>