**Notary's Responsibility And Legal Consequences For Changes In The Contents Of The Deed By The Notary Without The Presence Of The Parties**

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| **Maya Zamzami Muntafi**  Magister Kenotariatan  ***Abstract***  *A notary is a public official whose role ensures the authenticity of legal documents, such as deeds. Decision 1003K/PID/2015, found that a notary had altered a deed without the presence of the involved parties. This provision raises questions about the notary's responsibility for changing a deed without the parties present and the legal implications of such actions. The research method used for this study is normative juridical, employing the Statute Approach and Conceptual Approach. The notary's responsibility for changing the deed without the parties present includes civil, criminal, and administrative liability. In the case of Deed number 149 made by the NS notary, the alteration made without the presence of the parties renders the deed invalid, as it does not comply with the provisions set forth by Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notaries. Consequently, the altered deed was declared invalid, indicating a failure to adhere to legal procedures.*  ***Keywords:*** *notary responsibilities; legal consequences; the change of the notarial deed*  ***Abstrak***  *Notaris adalah pejabat umum (openbaar ambtenaar) yang berfungsi menjamin autentisitas pada tulisan-tulisannya (akta). Berdasarkan putusan Putusan 1003K/PID/2015 dijelaskan bahwa notaris terbukti telah mengubah suatu akta, namun akta tersebut diubah tanpa dihadiri oleh para pihak. Berdasarkan latar belakang tersebut maka dapat dirumuskan pokok masalah yang akan dibahas yaitu bagaimana yanggungjawab notaris atas perubahan akta tanpa dihadiri para pihak dan akibat hukum terhadap perubahan isi akta oleh notaris tanpa dihadiri para pihak. Metode penelitian yang dipergunakan adalah yuridis normatif, pendekatan yang digunakan dalam penulisan ini yaitu: Statute Approach dan Conseptual Approach. Tanggungjawab notaris atas perubahan akta tanpa dihadiri para pihak meliputi pertanggungjawaban secara Perdata, Pidana dan Administrasi. Akibat hukum atas Isi akta yang diubah tanpa dihadiri para pihak pada Akta nomor 149 yang dibuat oleh notaris NS dianggap tidak sah karena notaris tersebut telah mengubah akta tanpa kehadiran para pihak, yang mengakibatkan minuta akta dan salinan tidak sesuai dengan ketentuan yang diatur oleh Pasal 48, 49, 50, dan 51 Undang-Undang Nomor 2 Tahun 2014 tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris. Sebagai akibatnya, salinan akta tersebut dinyatakan tidak sah, hal ini menunjukkan bahwa proses pembuatan akta tidak mengikuti prosedur sesuai dengan Undang-Undang.*  ***Kata kunci:*** *Tanggungjawab Notaris; Akibat Hukum; Perubahan Akta* |
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# **Introduction**

As public servants, notaries ensure that the documents they certify are authentic (openbaar ambtenaar). The highest authority in the state appoints notaries, who are trusted and acknowledged to perform services for the good of the community. The position of a Notary is restricted to individuals who possess expertise and aptitude in the legal domain, as well as a reputation for integrity. Therefore, those who hold notary offices are required to uphold the dignity of their position by abstaining from breaking the rules and refraining from making mistakes in their work that could endanger others. (Khoidin, 2020)

Notaries are public officers with the authority to create valid deeds and other authorities, as mentioned in Article 15 of the Notary Position Law, according to Article 1 point 1. The role of a notary as a public official is defined by the fact that the authority at their disposal has never been transferred to another official; instead, as long as the authority remains independent of other officials when creating genuine deeds and other authorities, it remains the Notary's authority. (Adjie, 2014)

A deed that documents what the interested parties wish to be included in it and is made by an official designated by the authorities by the specified provisions—either with or without the help of the interested parties—is considered authentic. An official's testimony explaining what he did or witnessed in front of the official is contained in the authentic deed. (M. Khoidin, 2020). According to Article 165 HIR (Herzien Inlandsch Reglement), see also Article 1868 BW (Burgerlijk Wetboek), an authentic deed, namely a deed made by or before an official authorized to do so, is complete evidence between the parties and their heirs and those who obtain the rights thereof about what is stated in it as a mere notification, but only if what is notified is closely related to the subject matter of the deed. (M. Khoidin, 2020)

Authentic deeds, as the strongest and fullest evidence, have an important role in every legal relationship in people's lives. An authentic deed that clearly determines rights and obligations guarantees legal certainty and is also expected to be avoided in the event of a dispute. The authenticity of the notarial deed comes from Article 1 of Law No. 2 of 2014 Concerning the Amendment to Law No. 30 of 2004 Concerning the Position of Notary, in which the notary is made a "public official" so that the deed made by the notary in his position acquires the nature of an authentic deed. The authentic deed as a notary product in evidence at trial is categorized as letter evidence and stipulated in Article 1 Point 1 of Law Number 2 of 2014 Concerning the Amendment to Law Number 30 of 2004 Concerning the Position of Notary. The authority to make an authentic deed is a request from the parties as long as it does not conflict with Article 1320 of the Civil Code. Based on this authority, notaries are required to provide guarantees of legal certainty and professional services when carrying out their duties and obligations.

However, issues frequently occur when the contents of the deed are changed or corrected. Articles 48 through 51 of Law No. 2/2014 on the Amendment to Law No. 30/2004 on the Office of Notary govern changes to the contents of the deed, which may only be modified with the knowledge and approval of the parties, witnesses, and Notary. This alteration method must be carried out appropriately to ensure the deed's validity and authenticity, such as by renvoi. Problems emerge when notaries do not follow these regulations, as in decision number 1003K/PID/2015, in which the NS notary modified the contents of the deed in the absence of the parties. This case allegedly began on March 30, 2011, when the defendant, NS, a notary public, allegedly created and faked a letter that could result in rights, duties, or debt relief. This issue began when PT BT, led by DFS, bid on a tender to lease 210 cars to PT CPI. DFS worked with BS and MH to accomplish this goal, and the cooperation agreement was signed at the defendant's notary office. According to the first agreement, the First Party (DFS) was entitled to a fee of four automobiles and Rp 5,000,000 monthly. However, when the draft agreement was revised as requested by DFS, Defendant NS altered the terms of several other paragraphs without DFS's knowledge, changing the First Party to the Second Party in several critical provisions. These amendments created uncertainty and ambiguity when the agreement was used as evidence in the civil trial. When PT BT won the procurement, a controversy arose between DFS, BS, and MH, resulting in BS and MH withdrawing their security deposits. Eventually, the dispute got to court, where differences were discovered between the draft agreement possessed by DFS and the copy of the notarial deed owned by BS and MH.

In addition, the provision in Article 51 of Law Number 2 of 2014 Concerning the Amendment to Law Number 30 of 2004 Concerning the Office of Notary that authorizes notaries to correct typographical errors also raises questions regarding the extent of the responsibility and authority of notaries in maintaining the validity of deeds. Notaries must act honestly, carefully, independently, and impartially, as well as safeguard the interests of the parties involved in legal acts, by Article 16 paragraph (1) letter a of Law Number 2 of 2014 on the Amendment to Law Number 30 of 2004 on Notarial Position. An authority in legal obligation is closely related to legal responsibility (liability). According to Hans Kelsen, a person legally responsible for certain actions can be sanctioned if his actions are contrary to or against the law. (Amalia, Musakkir, and Muchtar 2021) Liability is decided by the nature of the offense and the legal repercussions that result. Notaries are often subject to criminal, administrative, and civil liability. Criminal culpability is subject to criminal sanctions, administrative liability to administrative sanctions, and civil liability to civil penalties. It results from a breach or neglect done by the Notary while creating an authentic document.

When delivering services, a professional notary is accountable to himself or the public. In order to be responsible for oneself, a notary must act with morality, professionalism, and integrity in his life. While being accountable to the public, a notary must be willing to provide the greatest service possible to all parties without discrimination, and suffer all of the repercussions of these services, whether intentionally or negligently.

Previous studies on the same topic of discussion as this research include (as follows):

1. Juridical Analysis of the Validity of Unilaterally Renvoiced Lease Deed (Study of Decision Number 146/PDT/2018/PT.Bdg) by Tri Wahyuni Limbong
2. Notary's Responsibility Towards Unilaterally Amended Deed (Case Example: Supreme Court Decision Number 146/PDT/2018/PT.BDG.) by Michelle Starla Ongko
3. Notary's Responsibility for the Inconsistency of Deed Copies with the Minuta by Fricky Sudewo and Tyas Fidelia

There is a difference with the previous research because in this case, the author discusses the Notary's responsibility for changing the deed without the presence of the parties using four points, namely civil, criminal, responsibility based on the Notary Position Law and responsibility in carrying out his duties and positions based on the notary code of ethics. The author also discusses the legal consequences of changes to the contents of the deed by a notary without the presence of the parties.

# **Research Problems**

# How is the notary responsible for amending the deed without the presence of the parties?

# What are the legal consequences of changes to the contents of the deed by a notary without the presence of the parties?

# **Research Method**

The research method employed in this study is normative juridical, and the writing approach uses two problem-solving strategies. The statute technique examines all laws and regulations that are relevant to the problems (legal issues) being addressed. The Conceptual Approach is an approach that differs from the views and doctrines that emerge in legal science. Analysis of legal materials is a qualitative way of generating descriptive data to describe systematically, factually, and accurately. Data collecting strategies are carried out via library research. (Jonaedi Efendi & Johnny Ibrahim, 2016)

Legal resources used include both primary and secondary materials. Primary legal materials are those that have binding power. The key legal materials used in this research are Law Number 2 of 2014, which amends Law No. 30 of 2004 governing Notary Offices, the Civil Code, and the Criminal Code, as well as Supreme Court Decision Number 702 K / Sip / 1973, September 5, 1973. Secondary legal materials have no power and solely serve as explanations for primary legal resources. Secondary legal materials used in this research include books and journals relevant to the topic. (Soekanto, 1986)

**Discussion**

1. **Notary's responsibility for changes in the contents of the Deed without the presence of the parties**

Notary, in carrying out the duties of his position, and having to carry out the authority or duties given by the Law, namely making authentic deeds, must also be responsible for the Deed he has made. Notaries in carrying out their duties, "before determining the subject matter of the agreement in the Deed signed by the face or the parties, the Notary is obliged to ask about the matters that will be stated in the contents of the Deed. Determining the subject of the agreement means determining the basis of the interest of the parties expected to be the subject of an agreement. The basis of the agreement must be formulated carefully and accurately because the formulation determines the certainty of its implementation. The rights and obligations of the parties or confrontants must be determined in a balanced, fair, and rational manner. Unbalanced forms can result in things that are detrimental and do not bring benefits to either party ". (Sri Rahmayani, 2020)

The Notary's responsibility for the Deed he made is based on fault of liability, so a notary must be responsible if the Deed he made contains errors or intentional violations by the Notary.(Eudea Adeli Arsya dkk., 2021)A notary is a public official authorized to make deeds that contain formal truths based on what the parties have told the Notary. In this case, the making of a notarial deed can be used as evidence in a legal dispute for evidentiary purposes. Article 1866 of the Civil Code says that proof by writing is carried out by authentic writings or writings underhand. The Deed made before a notary in the form has been determined in Article 38 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Office of Notary. To the extent that an authentic deed is still made because the Notary does not fulfill the provisions of the Notary Position Law, the Notary is responsible for providing compensation, costs, and interest to the injured party. In other words, when a notary has carried out his/her position by the Notary Position Law and other laws and regulations and makes a deed carefully and well, the Notary cannot be held accountable for the consequences of making the Deed.

The theory of legal responsibility is needed to explain the relationship between the responsibilities of notaries relating to the authority of notaries based on the Notary Position Law in Civil law. The responsibilities and ethics of the notary profession are closely related to morals and integrity, so a notary must have good integrity and morals to be said to have reasonable professional responsibilities and ethics, too. The scope of the Notary's responsibility includes the material truth of the Deed he has made. Regarding the responsibility of a notary towards material truth, it can be divided into four points, namely:

1. Civil liability of notaries
2. Criminal liability
3. Liability under the Notary Law
4. Responsibility in carrying out their duties and positions based on the notary code of ethics

The Notary's responsibility for the deed he made is based on fault of liability, so a notary must be responsible if the deed he made contains errors or intentional violations by the Notary. However, on the contrary, if an element of error occurs among the confronters, then a notary is exercising his authority in accordance with what is stated in the Law. The Notary concerned cannot be held liable because the Notary only records all the information obtained from the confronts. (Eudea Adeli Arsya dkk., 2021)

Based on this, when associated with Decision 1003K/PID/2015, it is explained that NS, as a Notary, has made a deed of cooperation between PT BT, BS and MH. However, PT BT was found to have defaulted on the agreement’s contents. The deed of cooperation made by NS was then used as evidence. However, the judge found differences between the minutes of deed number 149, issued on March 30, 2011, which was used as evidence by BT and the copy of the deed with the same number issued on the same date by BS and MH. The differences were found in Articles 4, 6 and 9 of the two documents. The changes made by NS to these Articles were not made in the presence of the parties. In the case here, the Notary amended a deed, but the deed was amended without the presence of the parties, given that the Notary is not one of the parties written in the notarial deed he made. However, a notary must be accountable for his notarial deed in a legal case, either as a witness or defendant for the notarial deed he made if it is problematic.

Notary Liability Civilly, a notary can be held civilly liable in the form of compensation claims by parties who feel aggrieved by his/her unlawful actions. Generally, a notary can be sued to pay compensation in the event of (1) there is an error committed by the notary, (2) there is a loss suffered, (3) between the loss suffered and the negligence or violation of the notary there is a cause and effect relationship (causality). If the deed issued by the notary contains a defect, then the loss caused by the defect is the notary’s responsibility. A notary has a moral responsibility and can be sued to compensate the injured party due to the notary's negligence in the deed he made. (Mayra et al. 2021) In verdict number 1003 K / PID / 2015, the notary NS has changed the deed without being attended by the parties, so NS can be held civilly liable in the form of compensation claims by the parties. The parties are proven to have been harmed by the error in the copy of the deed minutes caused by the notary. The parties can file a civil lawsuit based on the notary's unlawful act and can impose civil sanctions in the form of compensation, reimbursement of costs, and interest, as referred to in Article 1365 of the Civil Code. Article 1365 of the civil code reads that every act that violates and brings harm to another person obliges the person who causes the loss caused by an unlawful act to belong to the class of material jurisprudence losses, as well as immaterial losses, which can be valued in money. (Munir Fuady, 2005)

The Notary Law does not govern notaries' criminal culpability for their activities, although criminal liability is imposed if they are found to have committed a criminal violation.(Islam, Sukirno, and Prabandari 2021). According to Habib Adjie, in the event of a criminal case, the notary is usually accompanied by a pass from the KUHP, as shown below (Adji, 2008)

1. Making forged or falsified documents and using forged or falsified documents (Article 263 paragraphs (1) and (2) of the Criminal Code)
2. Committing forgery of authentic deeds (Article 264 of the Criminal Code)
3. Ordering the inclusion of false information in an authentic deed (Article 266 of the Criminal Code)
4. Committing or ordering to commit and participating in committing (Article 55 Jo. Article 263 paragraph (1) and paragraph (2) of the Criminal Code or Article 264 or Article 266).
5. Assisting in the production of a forged or falsified document and using the forged or falsified document (Article 56 paragraph (1) and paragraph (2) Jo. Article 263 paragraph (1) and paragraph (2) of the Criminal Code or article 264 or article 266 of the Criminal Code).

Notary actions that meet the formulation of non-criminal acts but based on the UUJN and according to the assessment of the Regional Supervisory Council, not an offence committed by the notary, not an offence. The notary concerned cannot be sentenced to criminal punishment. Concerning decision number 1003 K/PID/2015, it is explained that NS has been proven legally and convincingly guilty of committing the crime of forgery of authentic documents and sentenced to imprisonment for 1 (one) year. This verdict is based on Article 264 paragraph (1) to 1 of the Criminal Code, which threatens a maximum imprisonment of 8 (eight) years for the forgery of a letter made in an authentic deed. In the court decision number, the judge decided that the defendant notary NS was sentenced to imprisonment for 1 (one) year. Therefore, the judge's consideration was correct that notary NS had caused harm to other parties and had fulfilled the criminal elements in Article 264 paragraph (1) of the Criminal Code. Notary NS should have amended the deed in front of or in the presence of both parties by their consent or by procedures under the law.

Administrative punishments are imposed directly by the agency authorized to do so. Administrative punishments serve both a preventive (supervision) and a repressive function. Preventive measures are implemented through periodic inspections of the Notary protocol and the likelihood of violations in the performance of the Notary position. Meanwhile, repressive measures are implemented through the imposition of sanctions by the Regional Supervisory Council in the form of verbal and written warnings and the right to propose to the Central Supervisory Council temporary dismissal ranging from 3 (three) months to 6 (six) months, as well as dishonorable dismissal. The central supervising panel then issues a temporary dismissal and has the authority to recommend dishonorable dismissal to the minister. (Adjie, 2014)

Law No. 2 of 2014 Concerning the Amendment to Law No. 30 of 2004 Concerning the Position of Notary contains Articles that govern the scope of administrative infractions and administrative actions that can be enforced. Regarding the restrictions of administrative infractions and administrative measures, some fines can be imposed on Notaries under Article 65A of Law Number 2 of 2014 concerning modifications to Law No. 30 of 2004 concerning Notary Positions in the form:

1. Written warning;
2. Temporary dismissal;
3. Honorable dismissal; or
4. Dismissal with dishonor

In practice, the sanctions specified in Article 65A of Law No. 2 of 2014 Concerning the Amendment to Law No. 30 of 2004 Concerning the Position of Notary are often referred to as administrative sanctions.

In this case, Notary NS was sanctioned with a verbal reprimand because he had deleted, overwritten, and replaced it with something else. Notary NS has been proven to have changed Article 4, Article 6, and Article 7 of Deed No. 149 dated March 30, 2011, so that notary NS is declared to have violated Article 48 paragraph (1) of Law No. 2 of 2014 Concerning the Amendment to Law No. 30 of 2004 Concerning the Position of Notary, which reads "the contents of the deed may not be changed or added, either in the form of overwriting, insertion, crossing out, or deletion and replacement with others.” Based on this, Notary NS has also violated his obligations because he violated the provisions of Article 16 paragraph (1) letter a of Law Number 2 of 2014 concerning amendments to Law No. 30 of 2004 concerning Notarial Position, namely violating the obligation of notaries to act honestly, carefully, independently, impartially, and safeguard the interests of parties involved in legal acts. Notary NS ignored the precautionary principle of the deed he had made.

Notaries should pay attention to all prudential principles because notaries are responsible for their legal acts. The position of a notary is an office of trust mandated by law and society, for which a notary is responsible for carrying out the trust given to him. In carrying out his position, a notary must comply with all regulations regarding making a deed. Responsibility and professional ethics, as well as integrity and good morals, are essential requirements that a notary must possess to be accountable for the deed he makes if a problem arises in the future.

1. **Legal consequences of changes to the contents of the deed by a notary without the presence of the parties**

A deed executed before a Notary is a type of agreement between two parties that includes their rights and obligations; thus, the legal criteria of the agreement are critical. A Notarial Deed acts as perfect evidence, which implies that the veracity of the deed's written content must be recognized by all parties concerned. In other words, a notarial deed is considered correct if the truth cannot be challenged. (Purnayasa, 2018) The contents of a deed cannot be modified or amended without the knowledge of the faces, witnesses, and notaries. However, any changes to the contents of the deed, such as crossing out, adding, or replacing, are only legitimate if the parties, witnesses, and notaries are aware of the changes and have initialed or otherwise validated them. The alteration is made on the left side of the deed, which is then initialed by the parties, witnesses, and notaries; in the notarial world, such revisions are known as renvoi.(Oemar Moechthar, 2017)

Changes to the minutes of the deed in the form of crossing out words, letters, or numbers may not be erased using a rubber eraser or strip or the like, but it must be done in such a way that it can still be read as originally listed. Simorangkir refers to renvoi as a correction, improvement, or addition in an authentic deed by giving signs in the margins that must be initialed. Renvoi is an additional correction (improvement) in an authentic deed by providing without margins that must be initialed. After completing the renvoi on the last day of the act in the minutes and copies of the deed, there is a discussion on whether or not the renvoi was completed; if it was, the number of scribbles, changes, and terminations is discussed. (Oemar Moechthar, 2017)

Article 48 paragraph (1) of Law No. 2 of 2014 Concerning the Amendment to Law No. 30 of 2004 Concerning the Position of Notary clearly and explicitly prohibits changes to the contents of the deed. In the construction of notarial deed formalities, in addition to the body, including the contents of the deed, there is also the beginning and end of the deed. The beginning and end of the deed are the full responsibility of the notary. Therefore, the contents of the notarial deed are prohibited from making mistakes; however, according to Article 48 paragraph (2) of Law No. 2 of 2014 Concerning the Amendment to Law No. 30 of 2004 Concerning the Position of Notary, there are exceptions to the amendments that include:

1. Replaced
2. Added
3. Stricken
4. Inserted

The amendment as referred to in Article 48 of Law No. 2 of 2014 Concerning the Amendment to Law No. 30 of 2004 Concerning the Position of Notary is a renvoi. Renvoi is only for changes made to the draft deed. This provision asks notaries not to make mistakes or make mistakes in making the beginning and end of the deed, except for the contents of the deed, because if an error occurs, it can be changed. Changes made before the deed is signed with changes after the deed is signed. Changes to the deed made before the deed is signed are called renvoi. The legal rules regarding this matter already exist and are mentioned in Article 48 and Article 50 of Law Number 2 of 2014 Concerning the Amendment to Law No. 30 of 2004 Concerning the Position of Notary.

Article 51 of Law Number 2 of 2014 Concerning the Amendment to Law No. 30 of 2004 Concerning the Position of Notary authorizes notaries to correct typographical errors or typos contained in the minutes of a deed that has been signed. The correction is done utilizing a notary making an official report and recording it in the minutes of the deed on this matter. A copy of the official report must be submitted to the parties (confrontants) whose names are mentioned in the deed. The authority exercised by the notary is limited to two things, namely, due to writing errors and typographical errors.

Making an agreement only to take advantage of one of the parties is a notary error that will result in legal implications for the Notary. When creating an authentic deed, the Notary is required to accept responsibility for any infractions or mistakes made purposefully during the process. If the Notary cannot be held accountable because the Notary's only responsibility is to record what the parties conveyed and stated in the Deed. (Sri Rahmayani, 2020)

Related to changes in the content of the Deed, after legal innovation in Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Position of Notary is explained in Articles 48 - 51. By the four Articles above, the Notary is obliged to attest the origin of the Faces and witnesses to changes in the content of the Deed. In addition, the form of the Deed Amendment is on the left side (left margin) of the Deed, or the end of the Deed before the epilogue of the Deed, or on a separate sheet attached to the Deed Minute. The obligation to ensure that alphabetical, number, or word strikethroughs made in the Deed can still be read using the original text. Any changes other than the strikethrough of the Deed shall be made on the left side of the Deed. Correction of writing and typographical errors in the signed Deed shall be made in the presence of the parties, witnesses, and Notary, as outlined in the correction meeting.

So since the enactment of Article 48 of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Position of Notary, when a notary reads the Deed, it turns out to find errors of any kind at the beginning and end of the Deed, what must be done immediately, namely: (Muchammad Ali Marzuki, 2018)

1. Immediately make changes to the draft deed by reprinting it if the confrontants are still present and there is office equipment to support it.
2. If the confrontants are no longer present (no longer in front of the Notary), you must contact the confrontants again to make improvements to the Deed (not changes).

Such changes are valid if they are initialed or marked with other attestations by the confrontants, witnesses, and Notary. By using the parameters of Article 48 and Article 38 of Law No. 2 of 2014 Concerning the Amendment to Law No. 30 of 2004 Concerning the Position of Notary in conjunction with Articles 1868 and 1869 BW, if the Deed made by a Notary has renvoi at the beginning and end of the Deed, it does not qualify as a Notarial deed, namely:

1. does not conform to the form prescribed by Law and
2. defective in form

In verdict number 1003K/PID/2015, it was stated that deed number 149, made by notary NS, was deemed invalid because the Notary had amended the Deed without the presence of the parties, which resulted in the deed minutes and copies not being in accordance with the provisions stipulated by Articles 48, 49, 50, and 51 of Law Number 2 of 2014 Concerning the Amendment to Law No. 30 of 2004 Concerning the Position of Notary. As a result, the copy of the Deed is declared invalid, indicating that the deed-making process did not follow the correct procedure. A deed should have evidentiary power covering three elements, namely outward, formal, and material elements. A notarial deed will lose its authenticity if it does not fulfill the form requirements (vormvoorschrift) as determined by the Law. (Khoidin, 2020).

A notarial deed becomes invalid if, in the process of making the Deed, it has violated the formal requirements as specified in Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning Notary Position. To declare a notarial deed invalid, it must first be proven based on a court decision. (Limbong, 2021) The validity of a notarial deed that has been amended or renvoi can result in the Deed becoming null and void because it was made against the will and without the knowledge of both parties. If the notary changes a deed, he should inform the parties in advance to immediately appear and make changes or corrections in the presence of the parties in order to prevent the Deed from having problems in the future.

# **Conclusion**

Notaries have a great responsibility to carry out their duties to make authentic deeds in accordance with the Law. This responsibility includes ensuring the validity and material truth of the deeds made, as well as being responsible for intentional errors or violations. Notaries can be held civilly liable in the event of loss due to their mistakes or violations. In certain cases, such as in court decision number 1003K/PID/2015, notaries are subject to criminal sanctions because they have been proven to have committed the crime of forgery of letters. In addition, notaries may be subject to administrative sanctions, which include written warnings, temporary dismissal, honorable dismissal, or dishonorable dismissal. Notaries must act honestly, carefully, independently, impartially, and safeguard the interests of the parties involved in legal acts. Only by complying with all the rules and principles of prudence, a notary can be accountable for the deeds he makes and maintain the trust given by the public and the Law.

This Deed has perfect evidential power, meaning that its truth must be recognized by all parties involved as long as it cannot be disproved. Changes to the contents of the Deed are only valid if they are made with the knowledge and consent of the parties, witnesses, and Notary and are done through the correct procedures, such as the use of renvoi for corrections or additions. Article 48 to Article 51 of Law No. 2/2014 on the Amendment to Law No. 30/2004 on the Office of Notary regulates the provisions of deed amendment and correction. Notaries have the authority to correct writing or typographical errors contained in the minutes of the Deed that has been signed by making minutes and recording them in the minutes of the Deed. Notaries are obliged to ensure the validity and authenticity of the deeds they make. Errors or violations in the deed-making process that violate formal requirements can cause the Deed to be null and void. In certain cases, amendments to deeds that are not in accordance with procedures can result in the Deed being invalid, such as in Decision Number 1003K/PID/2015. Deed number 149, made by notary NS, was deemed invalid because the notary had amended the Deed without the presence of the parties, which resulted in the deed minutes and copies not being in accordance with the provisions stipulated by Articles 48, 49, 50, and 51 of Law Number 2 of 2014 Concerning the Amendment to Law No. 30 of 2004 Concerning the Position of Notary. As a result, the copy of the Deed was declared invalid, indicating that the deed-making process did not follow the procedures in accordance with the Law.

# **Suggestions**

Notaries must be more careful in the process of making and amending deeds because notaries are legally responsible for the validity of the Deed. Notaries need to carefully examine requests for changes to deeds and copies of deeds. Notaries must understand the importance of following the correct procedure in making and amending deeds to ensure the validity and certainty of the Deed.

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