Notary Professional Legal and Ethical Liability for Deed Reading Obligations Made by Notaries
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Abstract
A Notary is a public official who in the case of his appointment and dismissal is carried out by the Minister of Law and Human Rights. The implementation of the duties of notary positions is based on Reglement op Het Notaris Ambt in Indonesia / Regulation of the Notary Department in Indonesia (Staatsblad 1860 Number 3 the year 1860) as amended by Law No. 30 of 1860 2004 on Notary Department and as amended back to Law No. 2 of 2014 on Changes to Law No. 30/2004 on Notary Departments (thus called Notary Department Law or UUJN). UUJN makes a Notary authorized to make an authentic deed and other authorities as referred to in the Law. The obligation of a Notary in carrying out his duties and authority can be seen in the provisions of Article 16 of UUJN. The notary shall recite the deed that has been presented before the protesters by attending by at least 2 (two) witnesses or 4 (four) witnesses, and specifically in the case of the making of a will deed made underhand and then signed at the same time by the intercepters, witnesses and notaries, stipulated in Article 16 paragraph (1) letter m UUJN. The implementation of such obligations in the author’s research process turns out that several Notaries do not carry out the obligation to read the deed. Notary in carrying out the duties and authority of its office is bound by the prevailing Laws and Regulations, namely the Law of the Notary Department and the Notary Code of Conduct. The approach method used in this study is a normative juridical approach. The data used is secondary data and primary data as a complement to secondary data. The results of the research and discussion of this research is the responsibility imposed on the Notary when he does not perform the reading of the deed that he has made before the intercepters and witnesses i.e. in terms of civility, the intercepter who feels materially harmed because of the mistakes made by the Notary to the material truth of the deed he made can seek damages for the deed made by the Notary concerned. The implication of not doing the reading of the deed by a notary can result in the evidentiary power of the deed which should be an authentic deed that has the power of perfect proof precisely resulting in the strength of its proof becoming underhand. The provisions of the reading of the deed referred to in the UUJN according to the author are also in the obligation to carry out the duties of the office as stipulated in the Amendment of the Notarial Code of Conduct of the Notary Association of Indonesia in Article 3 paragraph (15). The application of sanctions to the Notary may be Reprimand, Warning, Schorsing (temporary dismissal) of the Membership of the Association, Onzetting (dismissal) of the Membership of the Association, and disrespectful dismissal of the membership of the Association. The lifting of these sanctions is adjusted to the quality and quality of the violations committed by the member.

Keywords: Responsibility; Notary; Notary Code of Conduct; Deed

Abstrak
Notaris adalah seorang pejabat umum yang dalam hal pengangkatan dan pemberhentianya dilakukan oleh Menteri Hukum dan Hak Asasi Manusia. Pelaksanaan tugas jabatan Notaris didasarkan pada Reglement op Het Notaris Ambt in Indonesia / Peraturan Jabatan Notaris Di Indonesia (Staatsblad 1860 Nomor 3 Tahun 1860) sebagaimana telah diubah dengan Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris dan sebagaimana telah diubah kembali menjadi Undang-Undang Nomor 2 Tahun 2014 tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris (selanjutnya disebut Undang-Undang Jabatan Notaris atau UUJN). UUJN menjadikan seorang Notaris berwenang untuk membuat suatu akta autentik dan kewenangan-kewenangan lainnya sebagaimana dimaksud dalam Undang-Undang tersebut. Kewajiban seorang Notaris dalam menjalankan tugas dan wewenangnya dapat dilihat pada ketentuan Pasal 16 UUJN. Notaris wajib melakukan pembacaan akta yang telah ia dihadapkan para penghadap dengan dihadiri oleh paling sedikit 2 (dua) orang saksi atau 4 (empat) orang saksi, dan khusus dalam hal pembuatan akta wasiat yang dibuat dibawah tangan dan kemudian ditandatangani saat itu juga oleh para penghadap, saksi dan Notaris, diatur dalam Pasal 16 ayat (i) huruf m UUJN. Pelaksanaan kewajiban tersebut dalam proses penelitian penulis ternyata terdapat beberapa Notaris yang tidak melaksanakan kewajiban pembacaan akta tersebut. Notaris dalam melaksanakan tugas dan wewenang jabatannya, terikat pada Peraturan Perundang-
Undangan yang berlaku, yaitu Undang-Undang Jabatan Notaris dan Kode Etik Notaris. Metode pendekatan yang digunakan dalam penelitian ini adalah metode pendekatan yuridis normatif. Data yang digunakan adalah data sekunder dan data primer sebagai pelengkap dari data sekunder. Hasil penelitian dan pembahasan dari penelitian ini adalah tanggung jawab yang dikenakan kepada Notaris ketika ia tidak melakukan pembacaan akta yang telah ia buat hadapan para penghadap dan saksi-saksi yaitu dalam hal keperdataan, penghadap yang merasa dirugikan secara materiil karena kesalahan yang dilakukan oleh Notaris terkait dengan kebenaran materiil dari akta yang ia buat dapat meminta ganti kerugian atas akta yang dibuat oleh Notaris yang bersangkutan. Implikasi dari tidak dilakukannya pembacaan akta oleh Notaris dapat mengakibatkan kekuatan pembuktian dari akta tersebut yang seharusnya menjadi akta autentik yang memiliki kekuatan pembuktian sempurna justru mengakibatkan kekuatannya menjadi turun dibawah tangan. Ketentuan pembacaan akta yang dimaksud dalam UUJN tersebut menurut penulis merupakan kewajiban melaksanakan tugas jabatan dikantornya sebagaimana diatur dalam Perubahan Kode Etik Notaris Ikatan Notaris Indonesia dalam Pasal 3 ayat (15). Penerapan sanksi kepada Notaris tersebut dapat berupa : Teguran, Peringatan, Schorsing (pemecatan sementara) dari keanggotaan Perkumpulan, Onzetting (pemecatan) dari keanggotaan Perkumpulan, dan Pemberhentian dengan tidak hormat dari keanggotaan Perkumpulan. Penjatuhan sanksi-sanksi tersebut disesuaikan dengan kwantitas dan kualitas pelanggaran yang dilakukan anggota tersebut.

Kata kunci: Tanggung Jawab, Notaris, Kode Etik Notaris, Akta

Introduction

A Notary is a public official who in the case of his appointment and dismissal is carried out by the Minister of Law and Human Rights. The implementation of the duties of notary positions is based on Reglement op Het Notary Ambt in Indonesia / Regulation of the Notary Department in Indonesia (Staatsblad 1860 Number 3 the year 1860) as amended by Law No. 30 of 1860 2004 on Notary Department and as amended back to Law No. 2 of 2014 on Changes to Law No. 30/2004 on Notary Departments (thus called Notary Department Law or UUJN). UUJN makes a Notary authorized to make an authentic deed and other authorities as referred to in the Law. The obligation of a Notary in carrying out his duties and authority can be seen in the provisions of Article 16 of UUJN.

To the reading of the deed that has been a notary for then, the deed must be read before the intercepts by attending by at least 2 (two) witnesses or 4 (four) witnesses, and specifically in the case of the making of a will deed made underhand and then signed at the same time by the intercepts, witnesses and notaries, stipulated in Article 16 paragraph (i) letter m UUJN. The implementation of such obligations in the author’s research process turns out that several Notaries do not carry out the obligation to read the deed. Notary in carrying out the duties and authority of his office, bound by the prevailing Laws and Regulations, namely the Law of the Notary Department and the Notary Code of Conduct that the implementation of such duties and authorities are supervised by a parent organization namely the Notary Supervisory Assembly or by the Notary Honorary
Council whose purpose is that the Notary does not violate the prevailing provisions.

**Research Problems**

*First,* How is notarial legal liability for a deed not read by the Notary? and *Second,* How is the application of Notary professional ethics to the deed not read by the Notary to the intercepts?

**Research Methods**

This study uses a type of normative juridical research. Research into normative juridical law or literature using statute approaches, the data used in this study is secondary data and primary data as a complement to secondary data. While the data analysis techniques used are qualitative normative.

**Discussion**

1. **Notary legal liability for deed not read by the notary.**
   
   Notary as a general official, the term general official is derived from the Dutch language *openbare ambtenaren*. Article 1 of the Notary Department Regulation (PjN) states that:
   
   “Notaries are public officials who are the only ones authorized to make an authentic deed of all deeds, agreements, and determinations required by general regulation or by a person of interest required to be declared in an authentic deed, guarantee the certainty of the date, keep the deed and provide Grosse, copies and quotations, all as long as the making of the deed by a general regulation is not also assigned or excluded to the office or others”.  

   The meaning of the word "only" in Article 1 is as an affirmation, that the Notary as the only one who has that general authority, not the other officials. All other officials have only "certain" authority, meaning their authority does not include more than the creation of authentic deeds expressly assigned to them by law. ([Tobing, 1980](#))

   The term *openbare ambtenaren* is Dutch for general official. If referring to the legal dictionary one of the meanings of ambtenaren is an official, thus *openbare ambtenaren* is an official who has a duty related to the public interest, this becomes can be interpreted as a public official. Furthermore in relation to *openbare ambtenaren* which translates as a public office can be
interpreted as an official who is given the duty to make authentic deeds as a form of service for the public interest as well as that such qualification is given to the Notary. Notaries are officials appointed by the state to represent the general power of the state in conducting legal services to the public in the field of civil law for the creation of certainty, order, and protection of the law. The form of civil service performed by notaries is to make an authentic deed. An authentic deed is required by the community for the benefit of proof as to the strongest and most complete tool of evidence. The things stated in the Notarial deed must be accepted unless otherwise proven. (Adjie, 2009)

Notary in carrying out a task, whether that is a job or a professional task, each implementation requires accountability from each individual who performs it. The responsibility itself arises because of several things, among others, because the responsibility gets a trust to carry out a task or function because the responsibility gets a trust because the responsibility gets a mandate to occupy a position or position. The responsibility of a notary professional to society must also respect the rights of others and not do acts that harm the public interest, do not discriminate against tribes, religions, races, descendants, positions, and factions in professional devotion and be devoted to the One True God and faithful to Pancasila. As a public official, notaries have the authority to make an authentic deed and are responsible for the process of making such deeds. The liability arises due to a form of error (Schuld) made by the Notary in the performance of his duties and positions and because of the error mentioned so that there is a loss for others (parties) who ask for services to the Notary. There is a provision of notary obligation to recite the deed mentioned in Article 16 paragraph (1) letter (m) of UUJN which reads:

(i) In carrying out his/her position, the Notary shall:
   m. recite the Deed before the intercept by attending by at least 2 (two) witnesses, or 4 (four) special witnesses for the creation of the Act of will underhand, and signed at the same time by the intercept, witness, and Notary;

The next provision there is an exception from Article 16 paragraph (1) letter (m) of UUJN which is in Article 16 paragraph (7) of UUJN which reads:

(7) The reading of the Deed as referred to in paragraph (1) letter m is not obligatory if the intercepter wishes that the Act not be read because the intercepter has read itself, knows, and understands its contents,
provided that it is stated in the closing of the Act and on each page of the Minuta Act is paralyzed by the intercepter, witness, and Notary.

A Notary Deed is an authentic deed made by or before a Notary according to the forms and procedures set forth in UUJN. Notaries who commit violations related to the process of making the deed can make the deed that he made into his evidentiary power down to the deed underhand until the deed is null and void. Notaries have an obligation to perform the reading of the deed before the intercepts and witnesses before the signing of the deed by the intercepts and witnesses, if the provision is waived then there are legal consequences to the deed made by the Notary. This provision is contained in Article 16 paragraph (9) of UUJN, which reads:

(9) If any of the conditions referred to in paragraphs (1) letter m and paragraph (7) are not met, the Act in question only has the power of proof as a deed underhand.

As a result of the provision stipulated in Article 16 paragraph (9) of UUJN then a Notary Deed that should have perfect evidentiary power, but if it turns out that the deed violates a certain provision then the evidentiary value can be degraded which is originally a proof tool that has perfect proof into a deed under the hand that can only have perfect proof as long as the parties recognize it. A deed that has the power of proof underhand then if it will be used as a means of evidence in an investigation process until the trial then another evidence tool is required as a support of the Notarial Deed. In contrast to the Notarial Deed as an authentic deed whose position as a perfect proof tool so that it does not require any other proof of letter supporting the deed. Subsequent consequences of a violation of a deed may also result in the deed being declared null and void which makes the deed from the beginning considered never or never made so that the deed cannot be used as the basis for a reimbursement claim, damages, or interest arising to the parties in the deed. Claims regarding reimbursement, damages, or interest can be sued to notaries by parties who feel directly harmed by a Notarial deed due to the legal relationship between the Notary and the aggrieved party. Petitum in a lawsuit on the basis of default may contain (Sjaifurrachman, 1969):

a. Claims of fulfillment;
b. Claim for damages;
c. Suing for the cancellation of a contract;
d. A combination of fulfillment and indemnity;
e. Combination of dissolution and indemnity

[83]
The accountability of a Notary in relation to the deeds made by him is valid for life, therefore it is necessary a principle of prudence that must be held firm. A Notary in carrying out his duties and positions always stick to the provisions of the prevailing laws and regulations then there will be no legal problems that interfere with him, but if the prevailing otherwise then there will be problems arising from the deeds that the Notary made.

Responsibility for the obligation to read the deed by a notary if there is a loss for the third party as a result of the decrease in the evidentiary power of a Notary Act which was originally an authentic deed that has the power of perfect proof becomes a means of proof that is under the hands of the third party who feels harmed can claim liability for damages to the Relevant Notary in his position as a person, is not charged to the agency in which the Notary is based. The form of witness data of an act of default is the occurrence of compensation which in this case is usually in the form of a certain amount of money. Damages that are the demands of a lawsuit other than the basis of default, may also be directed against the provision of an unlawful act as stipulated in Article 1365 of the Criminal Code. Other civil penalties are also contained in Article 1243 of the Penal Code relating to reimbursement, damages, and interest caused by a deed in the manufacture of a legal defect resulting in damages for notary clients.

The revelation of the evidentiary power of a Notary Deed into a deed under hand as stipulated in Article 16 paragraph (9) of UUJN, also contained in Article 48 of UUJN, which reads:

(1) The contents of the Act are prohibited from being altered by:
   a. replaced;
   b. plus;
   c. crossed out;
   d. inserted;
   e. deleted; and/or
   f. overlapping written.

(2) Changes in the contents of the Deed as referred to in paragraph (1) letter a, letter b, letter c, and letter d can be made and valid if the change is paraphrased or given another confirmation by the interceptor, witness, and Notary.

(3) Violation of the provisions as referred to in paragraphs (1) and (2) resulting in an Act only having the power of proof as a deed under
hand and can be a reason for the indemnified party to claim reimbursement, damages, and interest to the Notary.

The provisions of the two articles if each other is linked then in the event that a deed whose power is dropped into a deed under hand then it is possible to make a claim for damages to the Notary concerned as a form of liability for his office personally either in the form of reimbursement, compensation or interest.

Based on the provisions of Article 16 paragraph (9) of UUJN which causes the evidentiary power of a deed to be only a deed under hand and if associated with the provisions of Article 48 paragraph (3) of UUJN namely about the prohibition of changes in the contents of the deed, then according to the author of the sanctions provisions in Article 48 paragraph (3) UUJN can also be applied also for violations that exist in Article 16 paragraph (1) letter (m) UUJN. This is in order to ensure the legal certainty of the deed made by the Notary in order to remain an authentic deed that has perfect evidentiary power and also becomes a sanctions guideline for the Notary itself in performing the duty of its office in making an authentic deed.

A deed made by a Notary may be the legal basis for the rights and obligations attached to a person. Errors or errors made by notaries in both the manufacturing process and in relation to the contents of the deed are made so as to cause harm to their client and may cause the deterioration of a person’s rights or the burden of a person to an obligation. Therefore the Notary is responsible for all the deeds he makes, therefore it is necessary a high thoroughness and prudence in the implementation of his duties and positions as a Notary as referred to in Article 65 UUJN.

There are 3 (three) essential elements so that an authentic deed can qualify formal, namely (Soerodjo, 2003):

a. In the form specified by law;
b. Created by and before the General Office;
c. The deed is made by or before the Public Office authorized for it and in the place where the deed is made.

The notary who does not read his deed is said to violate his oath of office to comply with the Law of the Notary Department and to carry out his position, the Notary also bases on the provisions of the Notarial Code of Conduct. The intended violation stipulated in Article 16 paragraph (i) of the letter m UUJN whose quotation contains:
"Read the deed before the intercept by attending by at least 2 (two) witnesses and signed at the same time by the intercepter, witness, and Notary."

Violations committed by Notary in relation to the reading of the deed that is not done by him as mentioned in Article 16 paragraph (1) letter m are also included in the provisions of Article 44 paragraph (1) UUJN which quoted:

"As soon as the deed is read, the deed is signed by every intercepter, witness, and Notary, unless there is an intercept that cannot be signed by mentioning the reason."

Notaries who do not recite the deed that he made before the intercepts and witnesses violate article 16 paragraph (1) letter m and article 44 which resulted from the deed he made down to the lower hand deed even became null and void. The whistleblower who stated that he disagreed with the contents of the agreement, then the deed of the agreement should not proceed except for the interested parties to file under the pretext of default. There are no specific sanctions for notaries themselves who do not perform deed readings to the intercepts and witnesses prior to the signing by the intercepts and witnesses and the implications that arise only affect the strength of the evidentiary powers of the deed made by the Notary. The imposing of sanctions that are intended can be done by:

a. The Regional Supervisory Panel, i.e. in article 73 paragraph (1) letter e is authorized to sanction the form of verbal or written reprimand sanctions. Furthermore, in letter f may propose sanctioning the Central Supervisory Panel

b. The Central Supervisory Assembly, i.e. in article 77 letter c is authorized to impose a temporary dismissal sanction and in a letter, d proposes sanctions to the Minister.

c. Minister of Law and Human Rights; disrespectful dismissal sanctions.

The provisions regarding sanctions as stipulated in UUJN do not govern in detail what actions are included in the category of sanctions which, for example in the case of sanctions in the form of reprimands are not detailed what kind of actions can be imposed, as well as other sanctions stipulated in UUJN.
2. Application of Notary professional ethics to deed not read by Notary

Notary and advocate as one of the professions that can provide legal counseling. In contrast to notaries, the profession of advocate has a greater legal counseling obligation compared to a notary. Legal counseling conducted by advocates can be in the form of legal counseling in the form of consultations given to the public either through print, electronic, or directly/face-to-face, socializing various applicable rules including legal services that have been provided. The notary only provides counseling to the client who will make a deed to him only. Notary legal counseling can be done by providing a proper understanding of the intercepts. Notaries must explain the contents of the authentic deed that has been made because not everyone who makes an authentic deed to a Notary can understand well the contents of the deed. The establishment of a Notary is to assist the community in providing reliable information, with signatures and stamps that can provide strong assurance and evidence, and moreover the independent or impartial nature of either party in the deed. Notaries are authorized by the government and no legal action must be carried out using the services of a Notary to ratify or be said by an authentic deed (Adjie, 2009). The role of a Notary in providing legal counseling is carried out in order to assist in the creation of an authentic deed and this is a unit that cannot be separated from each other. This is in accordance with the provisions stipulated in Article 15 paragraph 2 letter e of Law No. 2 of 2014 on The Change of Law No. 30/2004 on notary departments. In addition to the forces mentioned above, in Article 3 letter a Formula of Commission D of the Indonesian Notary Bond Code of Conduct period 1990-1993 that the member (Notary) shall provide legal counseling to the client, to the extent possible so that the client can arrest and understand the counseling, even by providing counseling the person is unable to make a deed or undo being a client of the member concerned. Notaries are also authorized to provide legal counseling in connection with the creation of the deed (Sungguh, 2004).

Notaries are required to always be thorough and careful in carrying out their duties, the inaccuracy of the Notary in carrying out the duties of his office in providing legal counseling or deed making may result in a problem for the Notary. Notaries may participate in the dispute, even if the deed made by the Notary is a deed made based on the information of the parties.
According to Mudofir Hadi, in his preview, a Notary may have made mistakes in carrying out his duties.

The offenses that occur in the deeds made by the Notary will be corrected by the judge at the time the Notarial deed is submitted to the court as a means of evidence. The authority of the judge to declare a Notary deed null and void can be revoked or the Notarial deed is declared to have no legal force. Against the violation committed by the Notary causes a deed to only have the power of proof as a deed under hand or the deed becomes null and void, then the injured party may demand reimbursement of costs, damages, and interest on the Notary. A Notary deed in the event of being overturned by a judge's ruling in court, then if it incurs harm to the interested parties, the Notary may be required to provide compensation, as long as it occurs due to notary error, but in the event of the annulment of the Notarial deed by the court does not harm the interested parties then the Notary cannot be required to provide compensation despite the loss of good name (Santoso, 2009). Generally, a Notary may be required to pay damages in the case of (1) Notary misconduct; (2) Any loss suffered; (3) Between losses suffered by negligence or violation of notary there is a causality relationship (causalitas) (Santoso, 2009).

Notaries in carrying out their duties and positions other than subject to applicable laws and regulations are also subject to the provisions of the professional code of conduct of his position as a Notary. The code of conduct in question is as issued by the organization in which a Notary position is obliged to join the organization, this is in line with the provisions of Article 82 of UUJN and its purpose is nothing but to establish an emotional connection between the members of the Notary. The organization referred to above is the Indonesian Notary Association which is called INI which is tasked with establishing and enforcing the Notary Code of Conduct. The Notary Code of Conduct includes provisions regarding sanctions that can be applied while a Notary has deviated from the Law or from the code of conduct in carrying out his duties and positions.

Izenis provides a division of the form of Notariat institutions, namely (Supriadi, 2012):

1. *Notariat fonctionnel*, in which government authorities are delegated (*gedelegeerd*) and thus suspected of having the power/power of execution. In countries that adhere to this kind of notariat fonctionnel there is a hard separation between wettelijk and niet wettelijk
werkzaamheden, which are works based on law/law and not/not in Notariat

2. Notariat professionnel, in which this group, although the government regulates its organization, these Notarial deeds have no specific consequences on the truth, the strength of the evidence, nor its ex-historical powers. Teroti Izenis is based on the notariat which is part or very closely related to the power of the judiciary/court (rechtelijke macht), as it exists in France and the Netherlands.

The prohibitions in the duties and positions of Notaries as stipulated in UUJN are also contained in the Notary Code of Conduct as stipulated in Article 4 of the Notary Code of Conduct of the Extraordinary Congress of the Indonesian Notary Association stipulated in Bandung on January 27, 2005, which has then been changed to the Change of the Notary Code of Conduct of the Extraordinary Congress of the Notary Association of Indonesia conducted in Banten on 29-30 May 2015 which for the next is called KEN INI.

The sanction stipulated to the Notary who commits a violation of his duties and positions has been regulated in UUJN, but other than in UUJN there are also sanctions in relation to the Notary Code of Conduct. The sanction as described in Article 1 is a punishment intended as a means, effort, and means of coercion of obedience and discipline of members of the Association as well as others who hold and perform notary positions, in enforcing the Code of Ethics and organizational discipline. The Notary Code of Conduct itself is more regulating about the procedures in carrying out its duties and positions within the scope of the organization of the Indonesian Notary Association (INI) which is related to the relationship between the notary and also related to the promotion or advertising of the Notary services. Regarding the relationship between notaries and notary service users, it has been regulated in UUJN (Nasution, 2019).

Complaints resulting from alleged violations committed by a Notary in relation to the Code of Conduct are reported to the Regional Honorary Council (DKD). An authentic deed that is lost due to the lack of reading of the deed by notaries in the presence of the intercepts and witnesses can be done by the parties involved in the creation of the Notarial deed and can also be done by third parties who feel harmed by the notary deed reading. Those who feel harmed can file a complaint. The complaint was made in writing by telling the chronological account of the incident at the time of the allegedly problematic deed and its submission was made formally to both the Board of
Trustees and the Board of Human Services in accordance with the qualifications of its alleged wrongdoing along with copies of the allegedly problematic deed and other documents related to the complaint (Nasution, 2019).

Regarding the lifting of sanctions in the Notary Code of Conduct as stipulated in Article 6 paragraph (1) include:

a. Reprimand;
b. Warning;
c. Schorsing (temporary dismissal) of the Association’s membership;
d. Onzetting (dismissal) of the Membership of the Association;

Related to the application of notary professional ethics to the deed not read by the Notary to the intercepters cannot be self-contained because this is closely related to the provisions concerning notary obligations as stipulated in UUJN in Article 16 paragraph (1) letter m, i.e. there is an obligation to perform the reading of the deed before the deed of will with at least 2 (two) witnesses, or 4 (four) special sanctions for the making of the will deed underhand, and signed at the same time by the intercept, sanctions, and Notary if associated with the provisions of Article 3 paragraph (15) letter a KEN INI which reads:

Notaries or others (as long as they are notary) must:

(15) Conduct a Notary position in his office, except for certain reasons;

The provisions of the reading of the deed as referred to in Article 16 paragraph (1) of the letter (m) according to the author are also included in the obligation to carry out notary positions in his office. Such violations make notaries subject to sanctions in the form of reprimands, warnings, Schorsing (temporary dismissal) of the Association’s membership, Onzetting (dismissal) of the Association’s membership, as well as disrespectful dismissal of the Membership of the Association. The implementation of these sanctions is related to supervision; inspection and lifting of sanctions; and execution of sanctions in violation of the code of conduct. The supervision in question is contained in the provisions of Article 7 of KEN INI which is the side of which is:

a. In the first level by the Regional Administrator of the Indonesian Notary Association and the Regional Honorary Council;
b. At the appeal level by the Regional Administrator of the Indonesian Notary Association and the Honorary Council of the Region;
c. At the last level by the Central Administrator of the Indonesian Notary Association and the Central Honorary Council.

The examination and sentencing related to violations of the code of conduct are further divided into 3 (three) stages, namely at the first level conducted by the Regional Honorary Council, at the level of appeals made by the Regional Honorary Council, and at the last level conducted by the Central Honorary Council. The provisions of the violation of the Notary Code of Conduct are further governed by the provisions of Article 8, Article 9, Article 10, and Article 11 of this Ken.

The implications of not doing the reading of the deed carried out by the Notary in terms of the code of conduct are more focused on the Notary itself as a result of the violation of his official duties. As a result of the alleged violations committed by the Notary, he is threatened with sanctions as mentioned in Article 6 of THIS KEN, only that in the provisions of THIS KEN is not detailed on what is included in the provisions of the existing sanctions. The sanctions are not always carried out sequentially from reprimand to dismissal, because based on interviews that the author did to the source of the sanction can be immediately dropped in the form of temporary or permanent dismissal if it is felt the quantity and quality of the violations committed have been in accordance with the sanctions to be imposed.

**Conclusion**

The responsibility imposed on the Notary when he does not perform the reading of the deed that he has made in front of the intercepts and witnesses among others in the case of the data in the form of damages both by the interceptor and the third party who feel harmed as a result of the deed made by the Notary. The implication of not doing the reading of the deed by a notary can result in the evidentiary power of the deed which should be an authentic deed that has the power of perfect proof precisely resulting in the strength of its proof becoming underhand. UUJN itself does not regulate sanctions clearly if the Notary does not read the deed he made before the intercepts and witnesses.

The obligation to read the deed performed by the Notary in the presence of the intercepts and witnesses is stipulated in the provisions of Article 16 paragraph (1) letter (m) and there are exceptions set forth in Article 16 paragraph (7) with a certain provision. The provisions of the reading of the deed referred to in the UUJN according to the author are also in the obligation to carry out the duties of the office as stipulated in the Amendment of the Notarial Code of Conduct of the Notary Association of Indonesia in Article 3 paragraph (15). The application of professional
ethics to the Notary is carried out in the event of violations that can be: Reprimand, Warning, Schorsing (temporary dismissal) of the Membership of the Association, Onzetting (dismissal) of the Membership of the Association, and disrespectful dismissal of the membership of the Association. The lifting of these sanctions is adjusted to the quality and quality of the violations committed by the member. The sanctions in this Notary Code of Conduct do not have a clear and detailed classification of what actions the witness may impose.

**Suggestions**

A Notary is required to be responsible for the deed he has made, namely legal and moral responsibilities both based on UUJN and based on the code of conduct of notary positions. The provisions of Article 48 of UUJN relating to the lifting of sanctions in the event of a change in the content of a deed according to the interpretation of the author may also be applied and used as an additional sanction for a notary on the violation stipulated in Article 16 paragraph (1) letter (m) of this case solely in order to maintain the authenticity of a Notarial deed and also as a witness guide for the Notary himself in carrying out the duties of his office so as not to harm the people who use his services. There is also a clear division between a violation or a certain prohibition and a sanction to be applied. In relation to the issues discussed by the author, it is also necessary to make a clear sanction for the Notary himself in terms of the obligation to read the deed to be carried out by him. It is also necessary to notice from the level of the Regional Supervisory Panel and the Central Supervisory Assembly in the form of a copy or notification in other forms related to the sanctions decided to the Regional Supervisory Assembly.

Notary as a general officer in carrying out his duties and positions must be in accordance with the provisions of the laws and regulations and the code of conduct of professional positions that apply to him, therefore a rule that clearly governs the implementation of his duties and positions. Related to the obligations regarding the implementation of duties and positions in his office should also be detailed more about what actions should be done so as not to cause confusion or multi interpretation among notaries. It is also necessary to do a classification related to the division of what form of violation a particular sanction will be imposed because in the current provisions do not regulate in detail what actions can be subject to sanctions either in the form of reprimands to disrespectful dismissals of members of the association.
References


**Laws and Regulations**

Undang-Undang Dasar Republik Indonesia Tahun 1945.

Kitab Undang Undang Hukum Perdata.

