



The legal power of a notary's deed that contains writing errors and/or typographical errors after the notary quits office

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Article Info

ISSN (online): 2582-7138

Volume: 05

Issue: 04

May-June 2024

Received: 01-06-2024;

Accepted: 04-07-2024

Page No: 855-861

Abstract

Article 51 of the Law on the Position of Notaries regulates the correction of written and/or typing errors in notarial deeds through Corrective Minutes, which can only be done while the notary is still in office. After the notary stops, the legal force of the deed containing typographical errors may be questioned. A notarial deed, as an authentic document, must be accountable to the notary, both in cases of intentional and unintentional violations. However, if the error or violation originates from the presenting parties, and the notary has acted in accordance with the code of ethics, the responsibility is entirely on the party who provided the false information. For typographical errors, the notary must be responsible if he does not apply the precautionary principle. The notary's responsibility for the deed is based on error, so the notary must be responsible for intentional errors or violations. However, if the error occurs on the part of the person appearing and the notary has exercised his authority in accordance with the law, the notary cannot be held responsible. Therefore, it is important to add norms to Article 51 of the Law on Notary Positions to regulate the legal force of notarial deeds that contain typographical errors after the notary leaves his position.

Keywords: Authentic deed, responsibility, typo

Introduction

The Republic of Indonesia is a legal state that guarantees certainty, order and legal protection for its citizens based on Pancasila and the 1945 Constitution of the Republic of Indonesia. Thus, to guarantee certainty, order and legal protection, written evidence must be provided. Authenticity regarding actions, determination agreements, and legal events made before or by authorized officials is required ^[1].

Notaries as public officials who have the authority to make authentic deeds must be based on applicable laws and regulations, because notarial deeds are authentic deeds. An authentic deed is the strongest and most complete evidence that clearly determines a person's rights and obligations. The authority or power granted by the State to a notary as a public official who is authorized to make deeds based on the law to carry out some of the State's powers in the field of civil law specifically ^[2].

Based on Article 1 number 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notaries, hereinafter referred to as UUJN, it is stated that a Notary is a public official who has the authority to make authentic deeds and has other authorities as intended in the Law. This Act or under any other law. The authority in making authentic deeds relates to all legal acts, agreements or provisions required by laws and regulations or things agreed by the parties to be stated in an authentic deed to guarantee the certainty of the date of making a deed.

A deed is a writing made as proof of a legal act ^[3]. This writing can be differentiated between authentic letters and underhand letters. An authentic deed is an official document of proof made according to applicable regulations, witnessed by and ratified by a notary or authorized government official. A Notarial Deed is the strongest, most perfect written evidence (volledig) in the field of civil law, as is the case with deeds made by or before a Notary Public.

¹ M. Luthfan Hadi Darius, *Hukum Notaris dan Tanggung Jawab Jabatan Notaris* (Yogyakarta: UII Press, 2017), h. 1.

² Notodisoerojo, *Hukum Notariat di Indonesia* (Jakarta: Rajawali Pers, 1982), h.44.

³ Andi Hamzah, *Kamus Hukum* (Jakarta: Ghalia Indonesia, 1986), h. 33.

This means that with the existence of this deed, no other evidence is needed to prove anything else.

In carrying out his office, notaries are required to make appropriate deeds, meaning that these deeds must be in accordance with the objectives of the parties and must also be based on statutory regulations. Therefore, notaries are prohibited from doing anything intentionally that could make an authentic deed have the power of being limited to a private deed^[4]. Namely, it is not permissible to deliberately type or write sentences that are wrong or have different meanings in the deed.

Based on this, Article 16 paragraph (1) letter a UUJN states that "In carrying out his office, a notary is obliged to act in a trustworthy, honest, thorough, independent, impartial manner and safeguard the interests of parties involved in legal actions." Therefore, it is hoped that a notary should be able to apply the principles in this article in the form of being careful in typing the deed so that the deed can provide correct information and contain the appropriate wishes of the parties. Notaries in carrying out their duties and authority, notaries are also not free from mistakes. When a notary makes a deed, a notary may make a typo in the deed.

Typing/writing errors in notarial deeds can be substantive or non-substantive errors. Non-substantive typos are typos that do not cause significant differences in the substance of the deed or there are differences in meaning, but in the context of the sentence cannot be interpreted differently than what is actually intended^[5]. On the other hand, substantive typographical errors are typographical errors that result in differences in meaning or significant differences in intent in the substance of the deed, so that the substance of the deed does not match what is actually intended to be stated in the deed by the parties (in the deed partij) or by the notary (in the deed of release)^[6].

In the explanation of Article 51 UUJN, it is explained that a notary can correct written and/or typing errors. Correction of these errors can be done by making a Rectification Report, but this can only be done if the notary is still in office and has not resigned from his position. If a typographical error occurs in the notarial deed and it is discovered that the notary has resigned from his position, its legal force can be questioned, because the notarial deed has very strong evidentiary power. The authentic deed made by a notary must be truly accountable by the notary if there is an intentional or unintentional violation by the notary. If the element of error or violation occurs from the parties appearing, then when the notary is carrying out his authority in accordance with the code of ethics, the notary cannot be held responsible, because the notary only records what is conveyed by the parties to be included in the deed. If the parties provide false information to the notary, then everything is the responsibility of the parties^[7]. However, for this typographical error, the notary must be held responsible for his negligence in not applying the precautionary principle^[8].

There were several notarial deeds that had typos that were

discovered after the notary's term of office had ended, namely, a notarial deed made by Notary AG with the title Establishment of PT. Xxx, number 14 dated February 14, 2008 with a typos of the following name Mardelly Sindapati on page 27 because of the typing error to become Marely Sindapati, a notary deed made by the Notary Alk with the title of Deed of Lease Agreement Number 11 dated July 10, 2014, there was an error Type on page 5 where it says minutes of deed which should say minutes of deed. Article 62 UUJN explains that a notary who has resigned from his position, the deeds that have been made will be transferred to the recipient of the notary's protocol. In Article 64 UUJN, it is explained that the notary who holds the protocol is only authorized to issue grosse deeds, copies of deeds or extracts of deeds, and there is no explanation whether the recipient of the notary's protocol is responsible for writing errors and/or typos in the notarial deed whose protocol has been held.

From the background description above, it can be understood that the important and fundamental legal issues in this research can be formulated as follows: (1) What is the legal force of a notarial deed containing writing errors and/or typographical errors by a notary who has resigned from his position?, (2) What is the legal responsibility of a notary who has resigned from his position regarding writing errors and/or typographical errors in the notarial deed? (3) What will be the future regulations regarding the legal force of notarial deeds which contain writing errors and/or typographical errors by the notary who has resign from office?

Methodology

The approaches used in this thesis research are the Statute Approach, the Conceptual Approach, the Historical Approach.

Discussion

1. Legal Strength of Notarial Deeds Containing Writing Errors and/or Typing Errors by Notaries Who Have Resigned from Their Positions

Based on the understanding of notaries regarding their duties and authority and linked to Article 15 paragraph (1) of the Notary Position Law, a notary has a very important role in every legal relationship in society, making the authority given to a notary able to create an absolute means of proof, through an authentic deed made.

Authentic deed according to Article 1870 of the Civil Code that "an authentic deed provides between the parties and their heirs or people who have rights from them, a perfect proof of what is contained therein" is one of the documentary evidence that considered perfect in a civil examination which explains that an authentic deed provides between the parties and their heirs or people who have rights from them, a perfect proof of what is contained therein^[9].

Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning the Position of Notaries Article 15 Paragraph (1) the authority of notaries in making

⁴ Abdul Ghofur Anshori, Lembaga Kenotariatan Indonesia Perspektif Hukum dan Etika (Yogyakarta: UII Press, 2016), h.23.

⁵ Nelly Juwita, Kesalahan Ketik Dalam Minuta Akta Notaris yang Salinannya Telah Dikeluarkan, Vol. 2, No. 2, 2013, h.2.

⁶ Ibid.

⁷ Andi Mamminanga, Pelaksanaan Kewenangan Majelis Pengawas Daerah Dalam Pelaksanaan Tugas Jabatan Notaris Berdasarkan Undang-Undang Jabatan Notaris (Yogyakarta: Fakultas Hukum Universitas Gajah Mada, 2008), h. 32.

⁸ Misbah Imam Soleh Hadi & Bayu Indra Permana, Konstruksi Hukum Pembebasan Pajak Penghasilan Terhadap Peralihan Hak Atas Tanah Dalam Pembagian Hak Bersama Waris, Jurnal Ilmu Kenotariatan, Vol. 3, No. 1, (2022), h. 1-13.

⁹ Bayu Indra Permana, et.al., Kedudukan Pembagian Hak Bersama Waris Sebagai Peralihan Harta Yang Dibebaskan Pajak Penghasilan. Jurnal Mimbar Yustisia. Vol. 7. No. 1. 2023, h. 50.

authentic deeds states:

"A notary has the authority to make authentic deeds regarding all deeds, agreements and stipulations which are required by statutory regulations and/or which are desired by interested parties to be stated in authentic deeds, guarantee the certainty of the date of making the deed, provide grosses, copies and quotations of the deed."

Notaries in carrying out their positions as Public Officials are limited by biological age, namely up to 65 years, this will of course also have an impact on the Notarial protocol they keep. Apart from that, notary protocols that have been kept can of course experience damage caused by the paper being only a few dozen years old, being eaten by termites, or even being lost due to a natural disaster that strikes in the area where the notary office in question is located. However, considering the notary's responsibilities as regulated in the UUJN, the notary protocol must still be kept even if the notary takes leave, the notary reaches the age of 65 or even the notary has died^[10].

Generally, a notarial deed is an authentic deed because it is in a form determined by law and made by an authorized public official. An authentic notarial deed or also called a notarial deed is perfect written evidence as long as the process of making it meets the requirements of the applicable legislation, in the sense that it does not conflict. Writing an authentic deed whose preparation does not meet the requirements of the provisions in force in the legislation results in errors. Errors in writing the comparison can affect the strength value of the notarial deed based on 2 (two) things, namely whether or not the error in writing the comparison is corrected in accordance with the applicable provisions by the public official who made the deed. Errors that occur when making a deed or revising a deed can both have an impact on the strength of the deed.

One of the purposes of a notarial deed is to have legal certainty. A notarial deed has strong legal force, the existence of an authentic notarial deed will help if one of the parties signing commits a violation (default) because the deed guarantees the continuity of the agreement, besides that an authentic deed is perfect evidence and can be used as evidence in the court^[11].

In exercising authority as a public official tasked with serving the public interest and making authentic notarial deeds, there are also forms of violations. Acts against the law in the civil sector are regulated in Book III Article 1352 of the Civil Code. Unlawful acts originate from the law, not because of agreements based on agreements and unlawful acts are purely the result of violations of human actions which have been determined by the law. Notaries committing unlawful acts can also be based on Article 1365 of the Civil Code which states "every unlawful act that brings loss to another person, requires the person whose fault it was to cause the loss to compensate for the loss." A Notary's mistake in making a deed that causes another party to suffer losses can constitute an unlawful act due to his negligence.

One form of notary error in making an authentic deed is an

error in typing the manuscript. This error causes the deed that has been made to experience legal defects or legal problems at a later date so that a lawsuit must be filed by one of the interested parties in court. This becomes more interesting to review, especially if the notary who made the deed who experienced the typo is also retired or retired.

A notarial deed will be authentic evidence. One of the purposes of a notarial deed is to have legal certainty. A notarial deed has strong legal force, the existence of an authentic notarial deed will help if one of the parties signing commits a violation (default) because the deed guarantees the continuity of the agreement, besides that an authentic deed is perfect evidence and can be used as evidence in the court^[12]. Based on the theory of legal certainty, Gustav Radbruch explains that law has objectives that are oriented towards 3 (three) things, namely legal certainty, justice and benefit. Legal Certainty Theory states that the applicable law is basically not allowed to deviate, this is also known as fiat justitia et pereat mundus (even if the world collapses the law must be enforced). Legal certainty is a justifiable protection against arbitrary actions, which means that someone will be able to obtain something they hope for in certain circumstances^[13].

Errors in writing an authentic deed can affect the strength value of the notarial deed as follows:

1. The strength value of the notarial deed is imperfect

In a notarial deed, if errors in writing the comparison are not corrected or corrected but are wrong, in the sense that they are not in accordance with the provisions of the UUJN or the legal rules applicable in the legislation, then it can be ascertained that the strength of its evidentiary value will be imperfect and inauthentic. It is declared imperfect in the sense that it cannot be used as strong and binding evidence, only limited to a private deed, as evidence if the parties only acknowledge each other and there is no denial from either party.

2. The strength value of the notarial deed is perfect

A notarial deed, if errors in writing the comparison are corrected correctly, in the sense of complying with the provisions of the UUJN and the legal rules applicable in the legislation, then it can be ensured that its evidentiary value will be perfect and authentic. It is declared to be perfect in the sense that it contains all the elements of evidence and can be used as the strongest, most complete and binding evidence, so that the deed must be seen as it is and does not need to be assessed or interpreted other than what is written in the deed. Errors in writing the deed are due to not meeting the requirements of the UUJN provisions or the legal rules that apply in the legislation. Based on the provisions in article 41 UUJN which reads "Violations of the provisions as intended in Article 38, Article 39 and Article 40 result in the Deed only having the power of proof as a private deed" and Article 1869 of the Civil Code reads "A deed which cannot be treated as an authentic deed "Whether because of the lack of authority or incompetence of the public official concerned or because of defects in its form, it has the force of private writing when

¹⁰ Rindawati, 'Peran Majelis Pengawas Daerah Terhadap Protokol Notaris Yang Meninggal Dunia Di Kabupaten Bantul', Tesis (Program Magister Kenotariatan Pasca Sarjana Fakultas Hukum Universitas Islam Indonesia, 2018). Hal. 4

¹¹ Ira Koesoemawati dan Yunirman Rijan, "Ke Notaris" (Bogor: Raih Asa Sukses, 2009), hlm, 93

¹² Ira Koesoemawati dan Yunirman Rijan, op.cit

¹³ Achmad Ali, Menguak Teori Hukum (Legal Theory) & Teori Peradilan (judicial Prudence), (Jakarta: Kencana Prenanda Media Group, 2012), h. 287.

signed by the parties," this has an influence on the deed, one of which is on the strength of the deed, where the value of the strength of the deed be imperfect, so that it cannot be used as strong evidence in the process of resolving a dispute, if at any time a dispute occurs between the parties or there is a lawsuit from another party. Writing in a deed that does not comply with the terms and conditions imposed by law will fall into the category of a violation, namely a violation of the terms and conditions imposed by law. Not only that, but it will also result in sanctions for the Notary ^[14].

A notarial deed will be authentic evidence. One of the purposes of a notarial deed is to have legal certainty. A notarial deed has strong legal force, the existence of an authentic notarial deed will help if one of the parties signing commits a violation (default) because the deed guarantees the continuity of the agreement, besides that an authentic deed is perfect evidence and can be used as evidence in the court ^[15]. Based on the theory of legal certainty, Gustav Radbruch explains that law has objectives that are oriented towards 3 (three) things, namely legal certainty, justice and benefit. Legal Certainty Theory states that the applicable law is basically not allowed to deviate, this is also known as *fiat justitia et pereat mundus* (even if the world collapses the law must be enforced). Legal certainty is a justifiable protection against arbitrary actions, which means that a person will be able to obtain something they hope for in certain circumstances ^[16].

2. Forms of Legal Responsibility of Notaries Who Have Resigned from Their Positions for Writing Errors and/or Typos in Notarial Deeds

The Notary's Code of Ethics regulates the obligations that must be carried out, prohibitions, exceptions and sanctions such as reprimands, warnings, up to dismissal or dishonorable dismissal from association membership. When carrying out their position, the Notary must adhere strictly to the Notary Code of Ethics. Notaries are bound by this code of ethics, so the dignity and professionalism of Notaries is maintained. One of the powers of a Notary is to make an authentic deed which functions as evidence for the parties to carry out a legal act.

In making an authentic deed, the notary makes every effort to make the deed free from defects or errors. However, as humans there will definitely be errors in the deed. If a Notary makes a mistake, this is a human thing. Apart from that, if there are additions or deletions to the deed, there will be problems. Therefore, Article 48 UUJN states that the contents of the deed may not be changed or added to, whether in the form of overwriting, insertion, deletion, or deletion and replacing it with someone else. Changes to the deed in the form of additions, replacements or deletions in the deed are only valid if the changes are initialed or given other signs of endorsement by the witness and the Notary. In this connection, Article 49 UUJN states that every change to the deed is made on the top left side. If a change is made at the end of the word, before the conclusion of the deed, by

indicating the part that is changed or by inserting an additional sheet. Therefore, changes made without indicating the changed part will result in it being void.

A notary as a state official who has the authority to make deeds affects the rights and obligations of the parties who appear before him. Legalization from a Notary is very necessary to prove the existence of an act as well as certain rights and obligations. Notary is a position of trust as well as a profession in the legal field whose task is to provide services and create legal certainty and protection to the public by making authentic deeds in a legal act and legalizing documents made privately. A deed made by a Notary or before a Notary can be a legal basis for the status of a person's property, rights and obligations. An authentic notarial deed is the perfect piece of evidence for parties carrying out certain legal acts which contain the rights and obligations of the parties which are clearly described in the authentic notarial deed ^[17].

Responsibility in the legal sense is responsibility that is truly related to rights and obligations, not in the sense of responsibility that is associated with momentary mental turmoil or the consequences of which are not realized. There are two terms that refer to responsibility in the legal dictionary, namely liability and responsibility. Liability is a broad legal term that designates almost all the characteristics of risk or responsibility, which are certain, which depend or which may include all the characteristics of actual or potential rights and obligations such as losses, threats, crimes, costs or conditions that create a duty to carry out the law. -Invite. Responsibility means things that can be held accountable for an obligation, and includes decisions, skills, abilities and abilities, including the obligation to be responsible for the laws that are implemented. In practical terms and use, the term liability refers to legal responsibility, namely responsibility due to errors committed by legal subjects, while the term responsibility refers to political responsibility ^[18].

Notarial deed errors can be categorized into 2 types, namely intentional errors (*dollus*) and negligent errors (*culpa*). Deliberation itself is an act that is done with will and is known. If this is intentional, it does not require the intention to cause harm to another person. Meanwhile, negligence is an act where the person who makes it is aware of the possibility of consequences that are detrimental to other people ^[19].

As a result, the proof of the deed containing errors is no longer perfect and is not authentic, but instead becomes a private deed. In accordance with the contents of Article 16 paragraph (9) of the Amendment UUJN, namely Law Number 2 of 2014 which states that "If one of the conditions as intended in paragraph (1) letter m and paragraph (7) is not fulfilled, the relevant deed only has the force of proof as a private deed." Errors in making a deed can be said to be negligence in making a deed. Negligence is appropriate if there are elements, namely: ^[20].

1. Typical errors in the Notarial deed can still be corrected by making a new copy of the deed, where the new deed

¹⁴ Herlien Budiono, *Kumpulan Tulisan Hukum Perdata Di Bidang Kenotariatan*, (Bandung: Citra Aditya Bakti, 2015), h. 81

¹⁵ Ira Koesoemawati dan Yunirman Rijan, *op.cit*

¹⁶ Achmad Ali, *Menguak Teori Hukum (Legal Theory) & Teori Peradilan (judicial Prudence)*, (Jakarta: Kencana Prenanda Media Group, 2012), h. 287.

¹⁷ Abdul Bari Azed, *Profesi Notaris sebagai Profesi Mulia*, (Jakarta: Media Ilmu, 2005), hlm. 68.

¹⁸ Ridwan H.R., *Hukum Administrasi Negara*, Raja Grafindo Persada, Jakarta, 2006

¹⁹ Bayu Indra Permana, et.al., *Responsibility of Notary for Registered Private Deed in the Perspective of Law of Evidence*. *Jurnal Justiciabelen*. Vol. 7, No. 1, 2024, h. 70.

²⁰ Mudofir Hadi, "Pembatalan Isi Akta Notaris Dengan Putusan Hakim", *Varia Peradilan Tahun VI Nomor 72*, (1991), hlm. 142-143.

- still has similarities to the previous deed, meaning that the newly created deed has perfect evidentiary power or is as strong as the original;
2. When making a deed regarding meeting minutes, what is written is a meeting statement. This is clearly an error in the form of the deed because seen from the title there is already an error and it contains a different meaning.
 3. Negligence regarding information from the parties appearing to the Notary, which at the time the deed was made was said to be correct and at a later date it was not correct.

Sanctions are punitive measures to force individuals to fulfill agreements or obey the provisions of the law. Every legal rule that applies, there is always a sanction that accompanies it at the end of the legal rule. In essence, imposing sanctions as a form of coercion is useful for making the public or parties aware that the actions they have taken have violated the provisions of the applicable legal rules. Providing sanctions against notaries is also an effort to protect the public, to avoid detrimental actions by notaries. These sanctions also have the function of maintaining the dignity of the notary institution as a trusted institution, because public trust can decrease if the notary commits a violation^[21].

Typing/writing errors and omissions in the deed are the responsibility of the Notary who makes the problematic deed which is detrimental to the parties to the deed. However, the problem is that if the Notary who made the deed has entered retirement/retired service, then the Notary can no longer correct typographical/writing errors in the deed he has made. Because the Notary is no longer carrying out his position as a Notary. However, based on Article 65 UUJNP states that "Notaries, substitute Notaries and temporary Notary Officials are responsible for every deed they make even though the Notary Protocol has been submitted or transferred to the party holding the Notary Protocol." Mistakes or negligence made by the Notary will certainly have an impact on him or herself and can result in losses for the parties. Mistakes or mistakes can occur with the Notary or the substitute Notary^[22]. The replacement Notary only serves temporarily according to the leave period of the Notary being replaced. UUJN gives authority to the Notary to write down all deeds, agreements and stipulations desired by parties who deliberately come before the Notary to ask the Notary to put their information into an authentic deed so that it has perfect evidentiary power.^[23]

3. Future Regulations Regarding the Legal Strength of Notarial Deeds Containing Writing Errors and/or Typing Errors by Notaries Who Have Resigned from Their Positions

The role of a Notary in providing services is as an official

who is given partial authority by the state to serve the public in the civil sector, especially in making authentic deeds. A notary is a public official who has the authority to make authentic deeds and other authorities as specified in the applicable provisions. The provisions referred to in this case are Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notaries. Notaries have the authority to make deeds. Deeds made by a Notary can be grouped into 2 types, namely deeds of interest and deeds of partij.

A notarial deed as an authentic deed is made according to the form and procedures stipulated in Article 38 to Article 65 UUJN. A deed becomes authentic if it meets the requirements determined by law, therefore a notary in carrying out his duties is obliged to carry out his duties with full discipline, professionalism and his moral integrity cannot be doubted^[24]. What is stated at the beginning and end of the deed which is the responsibility of the notary is an expression that reflects the actual situation at the time the deed was made^[25].

Authentic deeds are regulated in the Civil Code Book IV concerning Evidence which contains the Law of Evidence. The requirements for an authentic deed to be used as evidence are regulated in Articles 1868 and 1870 of the Civil Code. Article 1868 states: "An authentic deed is a deed made before public officials who are authorized to do so, in the place where the deed is made." Here we see several elements: first, that the deed was drawn up and formalized (verleden) in a form according to law^[26]. Second, that the deed was made by or in the presence of a public official. Third, that the deed was made by or in the presence of an official authorized to make it in the place where the deed was made, so the deed must be made in the place of authority of the official who made it^[27]. Notarial deeds are specifically regulated in the provisions of Article 1 UUJN, while the regulation of authentic deeds in Article 1868 of the Civil Code, this article is the source of authenticity of a notarial deed which is also the basis for the legality of the existence of a notarial deed which has the following conditions:

- a) The deed must be made before a public official;
- b) The deed must be made in the form determined by law;
- c) A deed made by or before a public official authorized to do so and at the place where the deed was made.

A deed functions as a formulation of the will of the parties who make it. Based on the form of the deed, it is divided into authentic deed and private deed. The definition of an authentic deed is regulated in Article 1868 of the Civil Code. Article 1868 of the Civil Code reads as follows: "an authentic deed is a deed which, in the form determined by law, is made by or in the presence of public servants who have authority for that purpose in the place where the deed is made." There are 3 (three) elements to fulfill the formal requirements for an

²¹ Rifandika Naufal Afif, Andi Muh Ihsan, & Dita Elvia Kusuma Putri, Akibat Hukum Bagi Notaris Terhadap Penyalahgunaan Keadaan Dalam Pembuatan Akta Autentik, *Jurnal Ilmu Kenotariatan*, Vol. 5, No. 1, (2024), h. 45-61.

²² Dinda Suryo Febyanti, Fanny Tanuwijaya, Echwan Iriyanto, The Legal Consequences of Heirs Not Submitting the Notary Protocol To The Regional Supervisory Board, *Jurnal Ilmu Kenotariatan*, Vol. 4, No. 2, (2023), h. 119-129.

²³ Ahyuni Yunus, Aspek Keadilan Perjanjian Baku (Standard Contract) Dalam Perjanjian Kredit Perbankan, *Maleo Law Journal*, Vol. 3, No. 7, 2017, h. 112.

²⁴ Vitto Odie Prananda, Perlindungan Hukum Terhadap Notaris Atas Pembuatan Akta Oleh Penghadap Yang Dinyatakan Palsu (Analisis

Putusan Mahkamah Agung Republik Indonesia Nomor 385 K/PID/2006), *Jurnal HUMANI (Hukum dan Masyarakat Madani)*, Vol. 8, No. 2., 2018., h. 133.

²⁵ Juristie Widyadhana, Putri Kemalasari, & Shania Anindya Fitriani, Urgensi Pembuatan Akta Kesaksian dan Akta Pernyataan Ahli Waris Oleh Notaris, *Jurnal Ilmu Kenotariatan*, Vol. 5, No. 1, (2024), h. 62-75.

²⁶ Misbah Imam Subari & Justicia Firdaus Kurniawan, Penggunaan Klausula Proteksi Diri Bagi Notaris Dalam Akta Partij Ditinjau Dari Undang-Undang Jabatan Notaris, *Jurnal Ilmu Kenotariatan*, Vol. 4, No. 2, (2023), h. 144-161.

²⁷ Isro Vita Nugrahaningsih, The Role of Regional Honor Council In Maintaining The Honor of Notary Position, *Jurnal Ilmu Kenotariatan*, Vol. 4, No. 1, (2023), h. 14-24.

authentic deed, namely: ^[28]

1. In the form determined by law;
2. Made by and before a Public Official;
3. A deed made by or before a Public Official who is authorized to do so and at the place where the deed is made

A deed is a document of evidence containing an official statement (information, confession, decision, etc.) made according to applicable regulations, witnessed and ratified by a notary or authorized government official; birth; marriage. An authentic deed is a deed made by or before a public employee who is authorized to make deeds in the form determined by law ^[29].

The power attached to an authentic deed is perfect (volledig bewijskracht) and binding (bindende bewijskracht), which means that if the authentic deed evidence submitted meets the formal and material requirements and the opposing evidence presented by the defendant does not reduce its existence, it also has perfect evidentiary power attached to it. and binding (volledig en bindende bewijskracht), thus the truth of the contents and statements contained therein become complete and binding on the parties regarding what is stated in the deed. It is perfect and binding on the judge so that the judge must use it as a perfect and sufficient factual basis for making a decision on resolving the disputed case.

In the explanation of Article 51 UUJN, it is explained that a notary can correct written and/or typing errors. Correction of these errors can be done by making a Rectification Report, but this can only be done if the notary is still in office and has not resigned from his position. If a typographical error occurs in the notarial deed and it is discovered that the notary has resigned from his position, its legal force can be questioned, because the notarial deed has very strong evidentiary power. The authentic deed made by a notary must be truly accountable by the notary if there is an intentional or unintentional violation by the notary. If the element of error or violation occurs from the parties appearing, then when the notary is carrying out his authority in accordance with the code of ethics, the notary cannot be held responsible, because the notary only records what is conveyed by the parties to be included in the deed. If the parties provide false information to the notary, then everything is the responsibility of the parties ^[30]. However, for this typographical error, the notary must be responsible for his negligence in not applying the precautionary principle ^[31].

The notary's authority to correct written errors and/or typographical errors contained in the minutes of a signed deed must be carried out in accordance with applicable laws and regulations so that it can be legally accounted for. In practice, notaries are often involved if a case occurs between the parties, even though the dispute that occurs is not between the parties and the notary, considering that the notary is not a party to the dispute he or she is making, but the notary has to deal with the legal process both at the investigation, inquiry and trial stages to account for the deed made, but it cannot be denied that there are times when a notary when making a deed can also make mistakes or negligence.

Errors in writing an authentic deed can affect the strength value of the notarial deed as follows:

1. The strength value of the notarial deed is imperfect

In a notarial deed, if errors in writing the comparison are not corrected or corrected but are wrong, in the sense that they are not in accordance with the provisions of the UUJN or the legal rules that apply in the legislation, then it can be ascertained that the strength of its evidentiary value will be imperfect and inauthentic. It is declared imperfect in the sense that it cannot be used as strong and binding evidence, only limited to a private deed, as evidence if the parties only acknowledge each other and there is no denial from either party.

2. The strength of the notarial deed is perfect

A notarial deed, if errors in writing the comparison are corrected correctly, in the sense of complying with the provisions of the UUJN and the legal rules applicable in the legislation, then it can be ensured that its evidentiary value will be perfect and authentic. It is declared to be perfect in the sense that it contains all the elements of evidence and can be used as the strongest, most complete and binding evidence, so that the deed must be seen as it is and does not need to be assessed or interpreted other than what is written in the deed.

Conclusion

1. The legal force of a notarial deed that contains writing errors and/or typographical errors by a notary who has resigned from his position can cause the notarial deed to be degraded because the notarial deed is a valid piece of evidence. The existence of writing errors and/or typographical errors in a notarial deed can reduce the strength of the notarial deed because if the notary has resigned from his position, in the statutory regulations, especially the Law on the Position of Notaries, there are no norms governing the correction of writing errors and/or typo by a notary who has resigned from his position. A notarial deed that contains writing errors and/or typing errors which previously had perfect legal force becomes degraded and can be a loss to someone who has a notarial deed that contains writing errors and/or typing errors by a notary who has resigned from his position.
2. The form of legal responsibility of a notary who has resigned from his position regarding writing errors and/or typos in the notarial deed is that the notary can be responsible for correcting the notarial deed where there are writing errors and/or typos in the signed deed in accordance with Article 51 UUJN if the notary has not resigned from his position. If the notary has resigned from his position, then the notary can be responsible for correcting the notarial deed if he has direction from the Regional Supervisory Council (MPD) and if the notarial deed has legal problems, then the notary must be held civil, criminal and administratively responsible.
3. Future regulations regarding the legal force of notarial deeds containing writing errors and/or typographical

²⁸ Irawan Soerodjo, 2003, *Kepastian Hukum Hak Atas Tanah di Indonesia*, Arloka, Surabaya, hlm.148

²⁹ Sudarsono, *Kamus Hukum*, Cet. 6. Rineka Cipta, Jakarta, 2009. hal, 25.

³⁰ Andi Mamminanga, *Pelaksanaan Kewenangan Majelis Pengawas Daerah Dalam Pelaksanaan Tugas Jabatan Notaris Berdasarkan Undang-Undang*

Jabatan Notaris (Yogyakarta: Fakultas Hukum Universitas Gajah Mada, 2008), h. 32.

³¹ Khafid Setiawan, et.al., *Notaris Dalam Pembuatan Akta Kontrak Yang Berlandaskan Prinsip Kehati-hatian*, *Jurnal Ilmu Kenotariatan*, Vol. 2, No. 2, 2021, h. 47.

errors by notaries who have resigned from their positions have not yet been regulated in the Law on Notary Positions, so it is necessary to add norms in Article 51 UUJN so that there are clear regulations regarding the legal force of a notarial deed that contains writing errors and/or typographical errors by a notary who has resigned from his position so that no losses arise from any party.

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