

The Responsibility of a Notary For Deeds Not Read In The Presence of The Parties Is Examined Based on Law Number 2 of 2014 Concerning The Position of a Notary

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ABSTRACT: The notary, as a public official, has the responsibility to provide services to community members who require assistance in the drafting of written instruments, especially authentic deeds in the field of civil law. The existence of the notary is an implementation of the law of evidence. The Republic of Indonesia is a rule of law, based on the principle of the rule of law, ensuring certainty, order, and legal protection centered on truth and justice. Through the instruments drafted, the notary must provide legal certainty to the community utilizing notarial services. The purpose of this research is to understand how the notary assumes responsibility for the instruments they draft, which may cause issues due to the failure to read the instruments in the presence of the parties involved. This has been alleged as a violation of Law No. 30 of 2004, amended by Law No. 2 of 2014 concerning the notarial function carried out by a notary in the locality of Bencong Kelapa Dua Tangerang, reported by NA (43) to the Criminal Investigation Unit (SPKT) of the South Tangerang Police Regional Office. The victim reported notaries AI, IG, and R, as well as other individuals involved, feeling deceived for about 3 years in the property title transfer process that remained incomplete from 2021 to 2023.

Keywords: Notary Accountability, Reading Deeds, The Notary



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INTRODUCTION

A notary is a public official appointed and dismissed by a public authority, in this case, the Minister of Law and Human Rights. As a public official, a notary is responsible for providing services to members of the community who require assistance in creating written evidence, particularly in the form of authentic deeds in the field of civil law. The presence of a notary is an implementation of the law of evidence (Budiono, 2013). The Republic of Indonesia is a legal state, and the principle of a legal state ensures certainty, order, and legal protection rooted in truth and justice. Through the deeds they create, notaries must provide legal certainty to the users of notarial services (Salim & Abdulah, 2007).

The evidentiary legal system in Indonesia for civil litigation includes written evidence as one of the admissible proof in court proceedings. Article 1866 of the Civil Code, abbreviated in this study as (KUH Perdata), states that the means of proof include written evidence, testimonies, presumptions, acknowledgments, and oaths. The proof through writing can be done with authentic writing and holograph writing (Yuslim, 2014).

In Article 1, paragraph (1) of Law Number 2 of 2014, an amendment to Law Number 30 of 2004 concerning the Position of Notaries, further referred to in this study as (UUJN), a notary is defined as a public official authorized to create authentic deeds and other authorities as stipulated in this Law (Yunian, 2022).

A notary, in performing duties and responsibilities, must adhere to the prevailing regulations, as obligations are essential to ensure that the deed created becomes an authentic document. The obligations of a notary in carrying out their duties are stipulated in Article 16 of the Notary Position Law (UUJN) (Muhammad, 2010). One of the obligations is to read the deed in the presence of the parties, attended by at least 2 (two) witnesses or 4 (four) witnesses, specifically for the creation of holograph wills, signed at that moment by the parties, witnesses, and the notary, as regulated in Article 16 paragraph (1) letter m of the UUJN (Yuliandri, 2010).

The exemption from the obligation of reading the deed by the notary can be implemented, as regulated in Article 16 paragraph (7) of the Notary Position Law (UUJN). It stipulates that the reading of the deed as mentioned in Article 16 paragraph (1) letter m is not mandatory if the party involved wishes the deed not to be read because they have personally read, understood, and comprehended its contents. However, this exemption is subject to the condition that such intention is declared in the closing part of the deed, and each page of the deed's draft is initialed by the party involved, witnesses, and the notary (Adjie, 2009; Ali, 2010).

The stipulation of the obligation to read the deed in Article 16 paragraph (1) letter m of the Notary Position Law (UUJN) is not mandatory based on Article 16 paragraph (7) of the UUJN. This can be interpreted as the obligation to read the deed not being absolute or not mandatory, meaning it is not a requirement.

The reading of the deed by the notary is a requirement in every creation of an authentic deed. The reading of the deed is part of the "verlijden" or formalization of the deed (reading and signing). Since the deed is created by the notary, it must be read by the notary himself and not by someone else, such as an assistant or notary employee (Amalia et al., 2021; Atmosudirjo, 1994; Azheri, 2011).

Sanctions for violating the obligation of reading the deed are regulated in Article 16 paragraph (9) of the UUJN. If any of the conditions in Article 16 paragraph (1) letter m and Article 16 paragraph (7) are not fulfilled, the respective deed only has evidentiary force as an underhand deed. In comparison with Law Number 30 of 2004 (the previous Notary Position Law), Article 84 stated that a violation, including not reading the deed by the notary, would result in the deed having only evidentiary force as an underhand deed or being void ab initio. This could be a basis for the aggrieved party to demand reimbursement of costs, compensation, and interest from the notary.

However, with the enactment of Law Number 2 of 2014, an amendment to Law Number 30 of 2004 concerning the Position of Notaries, it is stated that the previous regulations are no longer applicable (Kelsen, 2006, 2007).

In practice, there are instances where Notaries fail to read the deed, aligning with the views of Tan Thong Kie (Kie, 2007) who asserts that there is a prevailing practice among Notaries to no longer read the deeds. Consequently, the deed is treated as an underhand deed. In the notarial document, it is stated that the deed has been read by the notary, despite the fact that the notary did not actually read it. This situation involves the notary being dishonest and thereby engaging in the falsification of the deed (Purwaningsih, 2014)

For instance, Lady Marsella filed a complaint against notary Yunita Sandrajanti SH with the local supervisory board for notaries in the city of Tangerang. This action was taken because her client, Lady Marsella, felt aggrieved by this notary. The basis for this was alleged violations of Law No. 30 of 2004, amended by Law No. 2 of 2014 on notarial duties, purportedly committed by notary Yunita Sandrajanti SH in the preparation and signing of Power of Attorney document No. 5, dated September 16, 2020, between Lady Marsella and Desti Hardianti as the grantor and James Susanto and AS Salindri Lintang Hayu as the grantees (hmi, 2023). The notary, working at the office in the village of Bencongan Kelapa Dua, Tangerang, was reported by NA (43) to the Criminal Investigation Unit (SPKT) at the South Tangerang Police Resort. The victim reported notaries AI, IG, and R, along with other involved parties, feeling deceived for almost 3 years in the handling of the certificate transfer that remained incomplete from 2021 to 2023. A notary, in carrying out their duties as an official responsible for creating authentic deeds, may make errors related to their professionalism, particularly violations of the deed reading provisions as outlined in Article 16 paragraph (1) and Article 16 paragraph (7) of the Notary Position Law (UUJN). These errors can include situations where the deed is not read at all by the notary even though they are present, or the deed is not read because the notary is absent and the client is assisted by a notary's employee or assistant. Additionally, there are instances where the deed is partially read, read by someone other than the notary (such as an employee or assistant), or the client expresses a desire for the deed not to be read, but the notary states otherwise in the closing part of the deed.

Consequently, the deed created may not align with the client's intentions, leading to a lack of understanding of the deed's content by the client. This misunderstanding can result in misinterpretations and multiple interpretations of the deed's content, potentially causing one party to breach the agreement or rendering the deed unusable for its intended purpose.

The non-performance of deed reading by a notary can be attributed to several reasons, such as when deeds are created in the same format consecutively or continuously (like fiduciary deeds), for the sake of time efficiency, or when the notary is familiar or well-acquainted with the client(s).

The obligation of a notary to read the deed and record information about the client's condition during the interaction with the notary, as well as the reasons or explanations for not reading the deed in the closing part of the deed, is a legal requirement. This is because both the heading and the closing part of the deed are the responsibility of the notary (Article 38 paragraph (4) letter a of

the Notary Position Law - UUJN). Sometimes, the notary's practice of copying and pasting deeds (replicating deeds) to create similar deeds in subsequent instances can lead to oversight, where crucial sections related to the client's condition during the interaction are inadvertently not updated, and this is the responsibility of the notary.

The benefit of reading deeds for a notary is that it serves as a means of control over the deeds they have created. It allows for the correction of any inaccuracies or discrepancies in the content of the deed that may not align with the client's intentions. Due to negligence or lack of carefulness on the part of the notary, if a deed is created in violation of legal requirements, it may contain legal defects, resulting in legal consequences for the deed.

In case of such errors, the deed may only have evidentiary force as an underhand deed, as stipulated in Article 16 paragraph (9) of the Notary Position Law (UUJN). If the deed created by the notary causes issues, the notary can be reported to the relevant authorities, such as the Regional Supervisory Council (Majelis Pengawas Daerah - MPD) of Notaries, the Police, or the Consumer Dispute Settlement Agency (Badan Penyelesaian Sengketa Konsumen - BPSK), depending on the nature of the deed in question and the extent of the losses incurred by the client(s). Consequently, due to mistakes and negligence, the notary may be held accountable for their actions.

A notary, in carrying out their duties, must behave in accordance with the prevailing regulations, namely the Notary Position Law and the Notary Code of Ethics, to avoid violating these provisions. Notaries are overseen by the Notary Supervisory Council, which is a body empowered and obligated to provide guidance and supervision over notaries. This body is established by the minister to delegate responsibilities for monitoring and guiding notaries in the execution of their duties.

In light of the above context, the author is interested in investigating this topic in the present study. This research will examine the notary's responsibility for deeds that are not read and explore the consequences if such deeds lead to issues in the future. Additionally, the study will scrutinize the status of deeds not read by notaries and delve into how the Notary Position Law regulates the implications and sanctions for notaries who fail to read deeds, particularly when connected to other legal regulations.

Therefore, the author is interested in discussing in this study how the notary's responsibility for unread documents might lead to subsequent issues. Additionally, an examination will be conducted to understand the notary's stance regarding documents that were not read aloud, as well as how the Notarial Law regulates the implications of sanctions for a notary who fails to read a document, particularly when connected with other legal provisions. Based on the aforementioned background, the author is keen on conducting research titled "The Notary's Responsibility for Unread Documents Before the Parties in Light of Law No. 2 of 2014 on Notarial Duties." The study aims to explore the notary's responsibility for unread documents during the contract execution as per Article 16 of Law No. 2 of 2014 on Notarial Duties, along with the legal consequences for documents not read by the notary during the contract execution, in accordance with Article 16 of Law No. 2 of 2014 on Notarial Duties (Sulihandari & Rifiani, 2013).

METHOD

The method employed in this research utilises normative approaches to explore the gap between existing legal provisions and the reality in society. The employed approaches include the case study approach, the factual analysis approach, and the sociological approach. The research material consists of primary legal sources, namely Article 16 of the UUJN. One of the obligations of the notary is to read out deeds in the presence of the concerned parties, attended by at least 2 (two) witnesses or 4 (four) witnesses, particularly for the preparation of underhand testament deeds signed on the spot by the concerned parties, witnesses, and notary, as stipulated in Article 16, paragraph 1, sub-clause m of the UUJN. Secondary legal sources encompass legal books or literature, and tertiary legal sources include legal dictionaries and encyclopedias. This research is descriptive in nature, collecting information about the status of a variable or theme, phenomena, or circumstances at the time of the study. As a descriptive study, this research provides a comprehensive description of characteristics of a condition, personal behaviour, and group behaviour, as well as determining the frequency of a phenomenon (Wignjosoebroto, 2013).

RESULT AND DISCUSSION

A. Case Description

In 2020, a Deed of Full Sale and Purchase Agreement (PPJB), Power of Attorney for Sale, and Evacuation Agreement were executed by Notary A, who served in the South Tangerang City region. The parties involved were an 86-year-old elderly woman as the First Party and Mr. B as the Second Party. However, the deed was not conducted in the jurisdiction where Notary A served but was held in South Jakarta, at the residence of the elderly woman (the First Party). This decision was due to her inability to travel far, and she was accompanied by one of her children. The purpose of the agreement was for the elderly woman to borrow Rp. 1,500,000,000 (one billion five hundred million rupiah) from Mr. B, with a piece of land valued at Rp. 21,000,000,000 (twenty-one billion rupiah) serving as collateral.

Issues arose when it was discovered that the elderly woman's asset had already been transferred to Mr. B, even mortgaged to a third party by him. This situation contradicted the agreement requested by the elderly woman, leading her to report Notary A to the South Tangerang City Regional Notary Supervisory Council (MPD) for causing financial harm by transferring her pledged asset.

With the submission of the community report by Mother Tua to the MPD, an examination was conducted, as stipulated in the Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number 15 of 2020 concerning the Procedures for the Examination of the Supervisory Board on Notaries. Subsequently, during the examination session, facts were uncovered in the field, namely:

The first fact is that Mother Tua intended to engage in a loan transaction with Mr. B amounting to IDR 1,500,000,000 (one billion five hundred million Indonesian Rupiah) with collateral in the

form of land valued at IDR 21,000,000,000 (twenty-one billion Indonesian Rupiah). However, Notary A instead drafted a Deed of Full Payment Sale and Purchase Agreement, Power of Attorney to Sell, and Evacuation Agreement.

The PPJB full payment itself is formulated to establish a provisional commitment before the official completion of the Deed of Sale and Purchase (AJB) in the presence of a Land Deed Official (PPAT). Generally, the PPJB is an agreement where the seller undertakes to sell to the buyer, accompanied by the provision of earnest money or down payment based on the mutual agreement of both parties. PPJB full payment is drawn up when the entire sale price has been paid by the buyer to the seller, but the execution of AJB is pending due to factors such as unpaid sales taxes, ongoing certificate processing, and other considerations.

Meanwhile, a "Power of Sale Deed" is the authorization given by the landowner to another party, on behalf of and in the name of the landowner, to sell the land. To be valid and binding for the attorney and the prospective land buyer, the power of sale must be executed based on a notarial deed. With the power of sale, legally, the attorney has the right to sell the land owned by the principal (landowner), even if the landowner is not present in the transaction later (during the official transfer deed - AJB). In the creation of AJB, the attorney has the right to sign the AJB on behalf of the landowner.

The grant of the power of sale is often included in one of the clauses/articles of the PPJB. The power of sale in the PPJB typically involves the landowner (seller) granting authority to the buyer with the provision that, once the land payment is complete and the land documents are ready, the buyer can represent the seller in selling the land. Based on the power of sale, the buyer (power of sale recipient) can sell the land either to themselves as the buyer or to another party.

The articles of the PPJB specify when the AJB will be executed and its requirements. In a fully paid PPJB, the power of sale granted by the seller to the buyer for signing the AJB is also mentioned, allowing the AJB to be signed without the seller's presence. A fully paid PPJB is commonly used for transactions involving properties outside the jurisdiction of the respective notary or PPAT. Based on a fully paid PPJB, the AJB can be prepared and executed before a PPAT at the location of the property. The eviction agreement is one type of document that provides an explanation or legal effort by the rightful owner to vacate a property currently occupied by someone else.

The second fact revealed that in the transaction transfer evidence entering Mrs. Tua's account, the amount was only Rp. 1,200,000,000 (one billion two hundred million rupiahs), which is Rp. 300,000,000 (three hundred million rupiahs) less than the agreed amount. According to the statement of Mrs. Notary A, this three hundred million rupiahs represents an interest on the loan.

The third fact reveals that the piece of land used as collateral by "an elderly mother" is, in fact, an inheritance from her deceased husband. This implies that before the agreement was made, a certificate from the heir, explaining the relationship between the deceased person and their descendant or heir, should have been required. This also proves the absence of witnesses from the heirs.

The fourth fact is that the agreement took place in South Jakarta, at the residence of the First Party, which is outside the jurisdiction of Notary A as a notary in the South Tangerang City region.

The last or fifth fact is the failure of the Notary to read the deed in front of the concerned parties, causing a misunderstanding of the intentions desired by "an elderly mother", which then led to this case.

Therefore, Mrs. Notary A has violated several articles of the Notary Profession Law Number 2 of 2014, namely Article 16 paragraph (1) letter m and Article 17 paragraph (1) letter a. This violation has two consequences for the Notary, both in civil and criminal aspects. In criminal terms, the notary has committed legal embezzlement by engineering the deed and not acting in accordance with their duties, which may result in imprisonment. In civil terms, the notary may be liable for damages for causing "an elderly mother" to lose her land asset valued at IDR 21,000,000,000 (twenty-one billion rupiah).

The failure to read the deed results in it having only the probative force of an underhand deed. This means it becomes an underhand deed or degradation (deterioration, decline, reduction, etc., in quality, morality, rank, etc.). Being an underhand deed implies that the party denying it needs to prove it with evidence.

B. Notary's Responsibility for Unread Deeds During the Ceremony in Accordance with Article 16 of Law Number 2 of 2014 concerning Notary Position.

Notaries, considered public officials, possess authority with certain exceptions. Categorizing notaries as public officials implies a legal connotation of the term "public," distinct from its usage in the general public context. The role of a notary as a public official differs from that of public officials in government administration, classified as bodies or officials within the State Administrative System. This contrast is evident in the distinct products generated by each type of public official .

As public officials, notaries produce final products, namely authentic deeds, bound by civil law regulations, particularly in the realm of legal evidence. An authentic deed does not meet the criteria for an Administrative Decision, characterized by its concrete, individual, and final nature. This distinction arises because a notarial deed encapsulates the desires or intentions (*wilsvorming*) of the parties involved, documented in the presence of or by the notary.

Disputes in the civil law domain are adjudicated in general courts, contrasting with the administrative field where public officials generate Administrative Decisions or Determinations. These decisions are bound by Administrative Law, meeting the requirements of being written, individual, and final, resulting in legal consequences for individuals or legal entities. Disputes related to Administrative Law are addressed in Administrative Courts.

In summary, notaries fall under the category of public officials but are not considered government officials within the State Administrative System. The authority of notaries is delineated by legal

provisions governing the notary profession, as stipulated in Article 15 of the Law on Notary Position (UUJN).

Reading the Deed is part of the Notary's obligation in carrying out their duties as a Notary, as stipulated in Article 16 paragraph (1) letter m, which states: reading the Deed in the presence of the appearer, attended by at least 2 (two) witnesses, or 4 (four) special witnesses for the making of an underhand Testament Deed, and signed at that moment by the appearer, witnesses, and Notary.

As stated in the above article, reading a deed by a notary is an obligation in the formation of such authentic deeds. This is because reading the deed is one form of *verlijden* or solemnizing the authentic deed, in addition to the signing of the authentic deed. Therefore, a deed made by a notary in their official capacity and within the scope of their jurisdiction must be read by the notary themselves and should not be done by assistants or employees of the respective notary. The reading of the deed made by the notary is not only beneficial for the notary but also for the parties involved. The reading of the deed is also related to the formal evidentiary strength, which states that the notarial deed must provide certainty about what is stated and ensure that everything stated and outlined in the deed is true and in accordance with the wishes of the parties appearing before the notary. Regarding the obligation to read the deed they have made, in Article 16 paragraph (7), a notary is allowed not to read the deed they made, with an exception not to read the deed if the appearing parties wish for it not to be read because they have read it themselves, thus feeling that they have known and understood the contents of the deed. If the deed is not read due to this exception, the provisions regarding this matter must be stated in the closing part of the deed, and on each page of the deed's minute, it must be initialed by the appearing parties, witnesses, and the notary. Thus, it can be interpreted that the reading of the deed is not mandatory as long as it complies with these regulations, making the obligation to read the deed not a strict requirement.

Differences arise when, in practice, a notary intentionally fails to read the deed they have created, even when the notary is present. Alternatively, the deed may remain unread because the notary is not on-site, resulting in the clients being served by a notary's employee or assistant. Additionally, the deed may be read, but not entirely, or it may be read by someone other than the notary, such as an employee or assistant of the notary. If the clients do not wish for the deed to be read, the notary should not include provisions in the closing section of the deed stating that the notary has read it based on the wishes of the parties involved.

If the clients indeed prefer the deed not to be read, the notary should refrain from stating in the closing section of the deed that they have read it and that the parties involved have understood its contents. Failure to adhere to this can result in the deed created by the notary not aligning with the desires of the parties involved. Consequently, the parties involved may misunderstand the contents of the deed, leading to misinterpretations and multiple interpretations of the deed's contents. This, in turn, could lead to one party in the deed committing a breach of contract, or the deed may not be usable as intended.

In such cases, if it turns out that the parties involved breach the contract because they do not understand the contents of the deed or the deed differs from what the parties intended, the deed

will not be able to function as intended. If it is proven that the notary intentionally did not read the deed, the notary can be declared administratively at fault and may face administrative sanctions. In addition to these administrative sanctions, the notary may also be subject to civil and criminal penalties. Although the notary is only responsible for the losses incurred by the parties as specified in Article 1365 of the Civil Code, it does not mean that the notary can freely disregard this responsibility. This is because if the notary cannot compensate for the material losses suffered by the parties and there is a court decision on this matter, the notary may be declared bankrupt by the court. Bankruptcy is one of the reasons that can lead to the temporary removal of the notary from their position, as stipulated in Article 9 paragraph (1) letter a of the Notary Law.

C. Legal Consequences for Deeds Not Read by the Notary during the Deed Ceremony based on Article 16 of Law Number 2 of 2014 concerning the Position of Notary.

In carrying out their duties and responsibilities, a notary has an obligation to read aloud the deed they have prepared in the presence of the parties involved, accompanied by witnesses known to the notary. The signing of the deed must take place after it has been read and approved by the parties involved, and it should be signed by them, the witnesses, and the notary, as stipulated in Article 16, paragraph (1), letter I of the Law on Notary Position (UUJN). Regarding the reading of the deed, a question arises as to whether someone else can read it or if it must be read by the notary. According to an interview with Mrs. Natalia Pandiangan, the Chairperson of the Regional Supervisory Board of Notaries, a deed prepared by a notary must be read by the notary personally, and the notary should not delegate this task to their employees or assistants. Despite this, there are instances where some notaries intentionally do not read the deed themselves or have it read by their employees or assistants. This issue should receive more attention because the reading of the deed by the notary is an integral part of the deed's authentication.

Through the reading of the deed, a notary can explain the content and purpose of the deed to ensure it aligns with the intentions of the parties involved. After the notary reads the deed, it is mandatory to include this information at the end of the deed. This requirement also applies when the parties prefer not to have the deed read aloud because they have read and understood the purpose of the deed themselves. In such cases, the notary must also state at the end of the deed that it was not read aloud due to the preference of the parties involved. This is crucial to establish the position of the deed that has been created.

If a notary intentionally fails to read aloud a deed without the consent of the parties involved, the notary can be considered to have committed a violation by not reading the deed to the parties. The sanction for such action, as stated in Article 28 paragraph (5) Staatsblad Number 3 of 1860, is that the deed created by the notary will lose its probative force as an authentic deed and will only be valid as a private deed. This is also stipulated in Article 84 of UUJN, which fundamentally addresses the same matter. In fact, the deed may be deemed null and void, providing grounds for the aggrieved parties to seek reimbursement of costs and compensation from the notary in question. According to the new regulations governing the notarial profession, notaries are required to create deeds in accordance with the prevailing laws and regulations. If a deed is not in compliance due to negligence on the part of the notary, it fails to meet the criteria of an authentic

deed outlined in Article 1868 of the Civil Code. When a deed created by a notary no longer meets the criteria of an authentic deed, it loses its probative force as an authentic deed and is only considered as a private deed. The evidentiary value of such a private deed depends on the acknowledgment and statements of the parties involved, the witnesses who signed the deed, their heirs, and those who acquire rights from them.

Based on the above opinion, it is clear that in accordance with the provisions of Article 16 paragraph (1) letter l of UUJN, a notarial deed must be read aloud by the notary himself without representation by others. Considering the provision of Article 38 paragraph (4) letter a of UUJN, it determines that the act of reading the deed must be explicitly mentioned in the notarial deed. Therefore, whether the deed is read or not, it must be stated at the end of the deed. If this is not done, a formal aspect is not fulfilled, resulting in a legal defect in the deed, and it only has legal force similar to a private deed (Salman & Susanto, 2004). An authentic deed with the probative force of a private deed is not a problem as long as the deed only regulates agreements acknowledged by the parties involved, confirming the truth of all actions taken in the deed. However, issues arise when the deed serves as a requirement for the establishment of a legal relationship stipulated by the law, such as the establishment of a Limited Liability Company requiring the use of an authentic deed. In such cases, the deed of incorporation of the limited liability company becomes invalid because it is treated as a private deed (Marbun, 1997).

D. Juridical Analysis

Based on the above case, relevant articles in the Notary Profession Law are found, namely: a. Article 16 paragraph (1) letter a, which states: Notaries in carrying out their duties must act responsibly, honestly, carefully, independently, impartially, and safeguard the interests of the parties involved in legal actions; However, in the field, as in the case above, it is found according to the statement of Mrs. Tua as the Reporter. That the figure of Notary A is not responsible and not honest, by creating a deed that does not align with Mrs. Tua's intentions and purposes. Notary A is evidently biased towards Mr. B as the Second Party, where the deed only benefits one party, namely Mr. B. Violation of the above article may incur sanctions as mentioned in Article 16 paragraph (11), namely: (1) Written warning; (2) Temporary dismissal; (3) Dismissal with respect; or (4) Dismissal without respect (Hammerfest, 2018; hmi, 2023; Ridwan, 2006).

Article 16 paragraph (1) letter m: reading the Deed in the presence of the party concerned, attended by at least 2 (two) witnesses, or 4 (four) special witnesses for the making of underhand Will Deeds, and signed at that time by the party concerned, witnesses, and Notary; Based on the statement of the Reporting Party, Mrs. Tua, during the deed ceremony, the deed in question was not read as it should have been. Therefore, Mrs. Tua was unaware that the deed did not align with her intentions. This might be because she had entrusted everything to Notary A and was unaware of the Notary's obligation to read the deed during the ceremony, causing Mrs. Tua not to question the non-reading of the deed during the ceremony. This misunderstanding led to misinterpretation of intentions and default. The non-reading of the deed results in the deed having only the evidentiary power of an underhand deed, as stated in Article 16 paragraph (9): If one of the conditions as referred to in

paragraph (1) letter m and paragraph (7) is not fulfilled, the relevant deed only has the evidentiary power as an underhand deed (Izzawati, 2014).

Article 16 paragraph (7): The reading of the Deed as referred to in paragraph (1) letter m is not mandatory if the party concerned wishes the Deed not to be read because the party has read it themselves, knows, and understands its contents, with the provision that this is stated in the closing of the Deed and on each page of the Deed draft is initialed by the party concerned, witnesses, and Notary. This article provides an exception to the obligation of deed reading by the Notary, with the condition that it is at the request of the party concerned who has read it themselves, knows it, and understands the contents of the deed to be made. In this case, Mrs. Tua fully entrusted Notary A without knowing and understanding the purpose and intention of the deed herself. Here again, Mrs. Tua played a role in supporting the Notary's violation of his obligations (Indroharto, 1993).

Article 17 paragraph (1) letter a: A Notary is prohibited from performing duties outside the jurisdiction. As explained in Article 18 regarding the position: (1) A Notary has a place of residence in a district or city. (2) A Notary has a jurisdiction that covers the entire province from their place of residence.

And in this case, the individual Notary A conducted the deed in South Jakarta, which is outside their jurisdiction located in South Tangerang. Because South Tangerang is in the province of Banten, while South Jakarta is part of the Special Capital Region of Jakarta Province.

For this violation, as further stipulated in Article 17 paragraph (2), the following sanctions can be imposed: 1) Written warning; (2) Temporary dismissal; (3) Honorable dismissal; or (4) Dismissal without honor.

The Regional Supervisory Board (MPD), as outlined in the Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number 15 of 2020 Regarding the Procedures for the Examination of the Supervisory Board Against Notaries, in Article 16, states that the MPD has the authority to conduct examinations on the Reports as referred to in Articles 7 and 8. In this case, it involves Mrs. Tua as the Reporting Party who suffered from alleged violations and misconduct by the Notary and the Notary as the Respondent (Soekanto, 1982; Soekanto & Mamudji, 2004).

During the examination process, the MPD summoned Mrs. Tua as the Reporting Party and Notary A as the Respondent, giving both parties the opportunity to present responses and evidence to support their arguments.

The Reporting Party raised issues related to alleged violations committed by Notary A and provided evidence, including a transfer receipt from Mr. B to Mrs. Tua as the borrower, indicating a discrepancy of Rp.300,000,000 (three hundred million rupiahs) from the agreed amount. Additionally, photographic evidence showed the presence of Notary A, Mrs. Tua, one of her children, and Mr. B, confirming that the deed was executed at Mrs. Tua's residence.

Notary A acknowledged these facts, asserting that the Rp.300,000,000 (three hundred million rupiahs) transferred to Notary A's account was labeled as a loan interest. In this context, it appears that Notary A and Mr. B collaborated to benefit each other.

The failure to create a deed that aligns with Mrs. Tua's wishes supports the existence of collaboration between Notary A and Mr. B for their individual gains. This situation significantly harmed Mrs. Tua, prompting her to report Notary A to the MPD and subsequently to the court.

After the MPD examination process, the Chairman of the MPD submitted the Examination Results Report to the Regional Supervisory Board, recommending the sanction of "dismissal with dishonor" for Notary A. The examination process then proceeded to the Regional Supervisory Board, which has the authority to impose sanctions on Notary A.

As of the completion of this study, the Regional Supervisory Board's examination is ongoing, and it remains uncertain whether the MPD's recommended sanction of "dismissal with dishonor" will be imposed on Notary A or if the Regional Supervisory Board will make a different decision.

During the MPD examination, Mrs. Tua had already filed a lawsuit against Notary A in the Tangerang District Court due to significant losses incurred. The legal process is currently in the investigative stage.

CONCLUSION

The notary is responsible for the deeds they create. In the process of drafting deeds, the reading of the deed is an obligation in the creation of each authentic deed as part of the "verlijden" or solemnization of the deed (reading and signing). The deed made by the notary must be read by the respective notary themselves and not by their employees, assistants, or others. Since the deed is the responsibility of the notary, any misunderstanding regarding the purpose and content of the deed by the parties involved, leading to a breach of contract, holds the notary accountable and liable. Therefore, if the parties involved do not wish to have the deed read by the notary, the notary still has the right to read the heading and the conclusion of the deed, which falls under their responsibility, and explain to the parties involved that they understand and are accountable for the deed they have read.

A notary who intentionally fails to read the deed in front of the parties involved commits a violation that can render the deed null and void and reduce its probative value to that of an underhand deed. However, if the parties involved express their desire not to have the deed read by the notary, the notary must include a clause at the end of the deed stating that the parties wish for the notary not to read it and have read it themselves. This becomes crucial, as the absence of such a clause can lead to misinterpretation and breach of contract by the parties involved due to their unawareness of the provisions in the deed. The notary is responsible for such situations, and it results in the deed being treated as an underhand deed.

If the obligation to read the deed in front of the parties is not fulfilled by the notary and subsequently causes losses to the parties, leading to legal action, the probative force of the authentic deed created by the notary is diminished in court, as per Article 16 paragraph (9) of UUJN, and its evidentiary value is left to the discretion of the judge. In a civil context, the notary bears legal responsibility for deeds read by notarial staff in front of the parties. If this results in harm to individuals or entities concerned, the notary can be sued under Article 1365 of the Civil Code. Additionally, the notary is jointly liable with the notarial office staff under Article 1367 of the Civil Code (Darus, 2017; Gadjong, 2007).

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