



The Liability Of Notaries For The Unlawful Acts Of Authentic Deeds

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ABSTRACT

This study examines the liability of the notary for the material truth of authentic deeds that subsequently give rise to unlawful acts. A notary is a public official authorised to prepare authentic deeds in respect of all legal acts, agreements, and declarations, in accordance with the law governing the position of the notary. The research employs a normative juridical method, drawing on library-based legal sources supplemented by field research. The study adopts a descriptive-analytical specification with a normative analytical method. The findings show that the notary's responsibility is to ensure that the procedure for preparing the deed complies with the law, but the notary does not bear responsibility for the material truth of the contents of the deed, which originate from the appearing parties. Where a notary commits a fault or omission in respect of the material aspects of an authentic deed, causing loss to others and giving rise to an unlawful act that can be proved, the notary may be held administratively accountable through sanctions ranging from reprimand to dismissal, civilly accountable through the payment of damages, and criminally accountable; where it is proved that the notary intentionally or knowingly prepared, conspired in, or signed a false deed, he or she is subject to criminal liability for complicity in the forgery of a deed.



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INTRODUCTION

The notary is a public official authorised to prepare authentic deeds, save where the preparation of such deeds has been reserved by law to another public official (Pratiwi et al., 2024). The making of authentic deeds is often required by statute in order to create legal certainty, order, and protection (Tobing, 1999). Beyond those deeds drawn up by or before the notary pursuant to a legal obligation, deeds may also be prepared at the request of interested parties (Rachmawati Maruf et al., 2023). The aim is to establish the respective rights and obligations of the parties, thereby producing certainty, order, and legal protection not only for them but also for society as a whole (Adjie, 2008).

The trust placed in the notary must be safeguarded by a corresponding sense of responsibility. The notary is responsible for ensuring that the procedure for preparing a deed conforms to the law (Koesoemawati and Rijan, 2009). The duties and powers of the notary, in general terms, are confined to the field of private civil law (*privaatrechtelijk terrein*) (Andasasmita, 1981). The specific authority of the notary is set out in Articles 15(1), (2), and (3) and Article 16 of Law No. 2 of 2014 amending Law No. 30 of 2004 on the Position of Notary (Indonesia, Law No. 2 of 2014).

The authentic deed at the centre of the present study is a deed of establishment of a foundation (*yayasan*) prepared before a notary and subsequently used in the commission of an unlawful act (Maruf et al., 2024). The unlawful act in question was a criminal offence of corruption committed by officials of the Tasikmalaya Regency Government in 2018, together with eight civil servants employed within the Tasikmalaya Regency administration (Tripiawan & Rachmawati, 2025). The criminal offence concerned the misappropriation of grant funds, causing a state financial loss of approximately 3.9 billion

rupiah, arising from twenty-one problematic foundations from each of which a deduction of ninety per cent of the disbursed grant funds was made (Adi and Assifa. 2018).

The case involved a notary, identified as N.P, who prepared the deeds of establishment of the foundations. Under Article 8 of Regulation of the Regent of Tasikmalaya No. 14 of 2016 on the Acceptance of Grants, recipients of grant funds were required to submit a deed of establishment of a foundation duly registered with the Ministry of Law and Human Rights (Regulation of the Regent of Tasikmalaya No. 14 of 2016). In addition, an eligible recipient foundation was required to have been in existence for a minimum of three years, evidenced by an authentic deed registered with the Ministry (Nor et al., 2023). Notary N.P, who prepared eleven deeds of establishment, admitted that the deeds were back-dated at the request of the appearing parties (Maskanah, Ryandi, et al., 2025). The notary agreed to prepare the deeds for an honorarium of five hundred thousand rupiah per deed (Maskanah, 2025). The notary further admitted that it had been difficult to refuse the request, since the persons seeking the service had been instructed by a government official, namely the Regional Secretary of Tasikmalaya Regency (Supriadi. 2019). The case raises the question of how to assess the liability of the notary in respect of the material truth of authentic deeds that have given rise to an unlawful act (Maskanah, Murianto, et al., 2025).

RESEARCH METHODS

This study adopts a normative juridical approach. Normative juridical research focuses on legal norms or rules as a system in connection with a particular legal event (Ibrahim. 2007). The aim of such research is to provide legal argumentation as a basis for determining whether a given event is right or wrong and how it should be regulated under law. The normative juridical method here is a form of library-based legal research, conducted through the examination of library materials, that is, secondary data (Soekanto and Mahmudji. 2003). The research collects a range of materials, including theories, concepts, legal principles, and statutory regulations relevant to the topic. The forms of normative juridical approach employed in the present study comprise the statutory approach and the conceptual approach, undertaken by reviewing all statutory regulations bearing on the legal problem under examination (Muttaqien. 2008).

RESULTS AND DISCUSSION

Responsibility is the awareness of an individual in respect of his or her conduct or action, whether intended or unintended, and is also an expression of awareness of the obligations to be fulfilled. In law, certain rights are recognised, whether personal or proprietary in character, and the law affords protection through strict sanctions against those who infringe such rights (Purbacaraka. 2010). A party in breach is liable to compensate the aggrieved party. Every claim of liability under law requires a clear foundation, namely the circumstance giving rise to the obligation to bear responsibility. In civil law, that foundation consists in fault and in the risks inherent in any legal event (Widiyastuti. 2020).

The notary is a profession supported by specialised expertise acquired through formal education and training (Fuady. 2005). A notary is therefore required to possess broad knowledge as well as a responsibility to serve the public interest. In carrying out his or her duties and honourable profession, a notary must comply with the various obligations laid down by the applicable statutory regulations. A notary bears responsibility for every act performed, whether intentional or otherwise. The duties and responsibilities of the notary in relation to authentic deeds are central, since such deeds constitute valid evidence in law for all parties involved.

Three aspects of the evidentiary value of a notarial deed are conventionally recognised, namely the external dimension (*uitwendige bewijskracht*), the formal dimension (*formele bewijskracht*), and the material dimension (*materiele bewijskracht*) (Notodisoerjo. 1991). The trust placed in a notary must be safeguarded by a corresponding sense of responsibility. The notary is responsible for ensuring that the procedure for preparing a deed conforms to the law. The general authority of a notary is confined to the field of private civil law, and the specific powers of the notary are set out in Articles 15(1), (2), and (3) and Article 16 of Law No. 2 of 2014 amending Law No. 30 of 2004 on the Position of Notary.

Considering the obligations, powers, and prohibitions imposed on the notary under the Law on the Position of Notary and the Code of Ethics of Notaries, the limits of the notary's responsibility are essentially formal: the notary does not bear responsibility for the material truth of the contents of a deed, which originate from the appearing parties.

The material aspect of an authentic deed prepared by a notary encompasses everything that is stated and that must be regarded as true, both as the notary's own statement in a *relaas* deed (a deed of attestation drawn up by the notary) and as the statement of the parties in a *partij* deed (a deed of the parties recorded before the notary). In an authentic deed prepared by a notary, however, the material dimension has its own boundaries, founded upon what the notary has seen and heard, or upon what the parties have explained in his or her presence (Adjie. 2017). The notary's role is simply to record and reduce to writing the legal acts of the appearing parties; the notary is not required to investigate the truth of the material content of the deed, but rather to confirm what has taken place, what he or she has witnessed, and what has been declared by the parties, while satisfying the formal requirements for the preparation of an authentic deed.

Materially, then, a notarial deed has no enforceable executory force and may be annulled by a judicial decision where, first, the deed contains more than one legal act or transaction, or, second, the substance of the deed contravenes the law that governs that act or transaction (Çetinkaya. Et all. 2025). Every act of the notary in carrying out his or her duties and powers as a public official preparing authentic deeds, including any breach of those duties, must be capable of being accounted for. Faults and omissions of the notary in the preparation of authentic deeds carry legal consequences and engage the notary's liability under the applicable regulations and the code of ethics.

Breaches by a notary should be assessed on three principal grounds. First, a deed may be defective by reason of the notary's own negligence in its preparation. Second, the parties themselves may be at fault by failing to give truthful statements before the notary. Third, there may be an unlawful agreement deliberately entered into between the notary and the appearing parties from the outset. In the present case, the findings indicate that an agreement was reached between the notary and the appearing parties in the preparation of fictitious or legally invalid deeds, even where the notary was unaware of the parties' ultimate purpose of using the deeds for unlawful ends. Materially, accordingly, a notarial deed of that character has no executory force and is null and void where its substance contravenes the law governing the legal act and transaction in question.

Kriekhoff identifies three forms of responsibility that the notary must bear: moral responsibility, professional-technical responsibility, and legal responsibility (Valerine. 2007).

The Moral Responsibility of the Notary

Moral responsibility entails awareness of moral values such as justice, honesty, and empathy, together with a commitment to act in accordance with those values. Such responsibility arises where providers of professional services fail to perform the engagements they have agreed with their clients, or where their negligence causes the commission of an unlawful act. (Fuady). In carrying out his or her duties, the notary must always observe the law and the code of ethics, with attention to professional conduct as a form of moral accountability:

- possession of firm moral integrity;
- honesty towards both the client and oneself;
- awareness of the limits of one's authority; and
- conduct that is not motivated solely by material considerations.

A notary who is proven to have committed a fault or omission in the preparation of an authentic deed must bear the moral consequences of his or her conduct, in particular the loss of public trust. The practical effect is that members of the public will decline to instruct a notary who has been shown to have committed unlawful acts contrary to the Law on the Position of Notary and the Code of Ethics of Notaries.

The Professional-Technical Responsibility of the Notary

Professional-technical responsibility is the obligation to perform one's duties professionally, applying the requisite technical knowledge, skills, and expertise. In the notarial profession, such responsibility is set out in a code of ethics that functions as a form of social control, intended to maintain

the quality of service and to enhance the standing of the legal profession. As a public official charged with the preparation of authentic deeds, the technical responsibility of a notary is grounded in the duties and powers conferred by the State through Law No. 2 of 2014 amending Law No. 30 of 2004 on the Position of Notary, together with related implementing regulations (Indonesian, Law No. 2 of 2014).

One of the breaches that may be committed by a notary is the preparation of a deed that is null and void, that is, a deed inconsistent with statutory provisions and the code of ethics. Any fault or omission in the preparation of an authentic deed may give rise to legal consequences engaging the notary's liability under the applicable rules. The issue of deeds inconsistent with law often arises in the context of the abuse of authentic deeds, particularly in deeds of establishment of foundations that are subsequently misused by the appearing parties (Maskanah, Putri, et al., 2025). Such circumvention of law involves a deliberate insertion by the parties of false statements or untrue declarations into an authentic deed for their personal benefit. Because an authentic deed is a legally valid instrument of evidence, the potential for circumvention is appreciable (Nurwanda, 2025). The risk arises from the fact that the content of an authentic deed derives from the statements of the parties appearing before the notary, who is not obliged to conduct further investigation into the information provided by the parties in the course of the preparation of the deed (Fahrawi et al. 2022).

The Code of Ethics of Notaries further prescribes a hierarchy of sanctions, set out in Article 6(1) of the Code, namely: reprimand; warning; temporary discharge from membership of the professional association; honourable discharge from membership; and dishonourable discharge from membership (INI. 2025). Comparative analyses of notarial codes of ethics in other jurisdictions, such as Georgia (United States) and Quebec (Canada), confirm that graduated disciplinary sanctions of this kind are a feature of mature notarial systems (Salim. 2020).

The Legal Responsibility of the Notary

The legal responsibility of a notary may be analysed under three heads: administrative responsibility, civil responsibility, and criminal responsibility. Administrative responsibility for breaches committed by a notary is governed by Law No. 2 of 2014 amending Law No. 30 of 2004 on the Position of Notary, together with the Code of Ethics of Notaries. The enforcement mechanism under the Law on the Position of Notary comprises two main strands, preventive and repressive. Preventive measures are carried out through the periodic inspection of the notary's protocol to detect possible breaches of the code of ethics (Maskanah, 2025). Repressive measures are effectuated through the imposition of sanctions by the Regional Supervisory Council, the Central Supervisory Council, and the Minister (Indonesia, Law No. 2 of 2014). The sanctions available include dishonourable discharge as well as a range of other administrative sanctions, including oral reprimand, written reprimand, temporary suspension, and honourable or dishonourable discharge (Lubis. 2024).

Civil responsibility is grounded in the principle of *liability based on fault*, which requires proof of fault on the part of the alleged tortfeasor (Widiyastuti). Article 1365 of the Indonesian Civil Code identifies four constitutive elements of civil liability for an unlawful act: the existence of an unlawful act; the element of fault; loss suffered as a consequence of the act; and a causal connection between the fault and the loss suffered (Subekti and Tjitrosudibio. 2008). The civil responsibility of a notary in respect of the material truth of a deed is examined through the juridical construction of the deed itself, the Law on the Position of Notary, and the Code of Ethics of Notaries. Article 65 of Law No. 2 of 2014 amending Law No. 30 of 2004 on the Position of Notary provides that a notary remains responsible for every deed he or she has prepared, even after the notarial protocol has been handed over or transferred to a person charged with the safekeeping of that protocol (Indonesia, Law No. 2 of 2014).

A deed must contain accurate information and be free of any element of fraud. Where a deed does not contain truthful data, or where it is implicated in fraudulent conduct, legal problems will follow and the document will not be recognised as a valid deed (Habib Adjie). A notary who is proven to have intentionally committed, ordered, participated in, or aided the act of falsifying documents, the use of forged documents, the insertion of false information into an authentic deed, or the receipt of a gift or promise to induce a particular act in connection with his or her office, is subject to criminal sanctions if found guilty (Tripiawan, W., & Rachmawati, I. 2025). A notary involved in a criminal offence may be dismissed by the Minister on the ground that the notary has been proven to be at fault, and may face

imprisonment, as provided in the Ministerial Decree of 2003 on Notarial Affairs, Article 21(2)(b), which states that a notary who is proven guilty of a criminal offence directly related to his or her office, or of another criminal offence, may be sentenced to a term of up to five years' imprisonment (Ministerial Decree on Notarial Affairs of 2003). The relevant provisions of the Indonesian Criminal Code in connection with notarial deeds include the following (Indonesia Criminal Code):

- making and using a forged letter or instructing another to use a forged letter;
- intentionally using a forged letter;
- falsification of letters, including authentic deeds, debt instruments, debt certificates, talons, dividend coupons, letters of credit, or commercial papers (Article 264);
- causing false statements to be inserted into an authentic deed (Article 266);
- committing, instructing another to commit, or participating in the commission of any of the offences above (Article 55 in conjunction with Article 263(1) and (2), Article 264, or Article 266);
- aiding the commission of any of the offences above (Article 56 in conjunction with Article 263(1) and (2), Article 264, or Article 266);
- an official's acceptance of a gift or promise by reason of the powers or authority connected with his or her office (Article 418); and
- an official's acceptance of a gift or promise in order to be induced to act or to refrain from acting in his or her office (Article 419).

CONCLUSION

The notary bears responsibility for ensuring that the procedure for preparing a deed complies with the applicable legal provisions, but not for the material truth of the contents of the deed, which originate from the appearing parties. The notary's task is to formulate the will of the parties in the form of an authentic deed; untrue statements or forged documents remain the responsibility of the parties themselves. The notary is not responsible for any legal act or legal consequence that arises after the deed has been signed, except where a fault or omission on the part of the notary is proven. The notary's liability in cases of abuse of an authentic deed by the appearing parties is therefore assessed materially through the evidence of fault or omission and may be considered under three heads.

First, moral responsibility, oriented towards the integrity and professionalism of the notary in the eyes of the public. Second, professional or ethical responsibility under the code of ethics, with sanctions ranging from reprimand to warning, temporary suspension from membership of the professional association, honourable discharge, and dishonourable discharge from such membership. Third, legal responsibility in the form of administrative, civil, and criminal sanctions. Only by sustaining this layered framework of accountability can the integrity of the notarial office, and the evidential value of the authentic deed in Indonesian legal practice, be effectively preserved.

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