American Journal of Humanities and Social Sciences Research (AJHSSR)
e-ISSN :2378-703X
Volume-6, Issue-8, pp-01-19
www.ajhssr.com
Research Paper Open Access

Notary Criminal Liability for Deeds MadeBased on Fake Letter

Dwi Tatak Subagiyo[1], Mamik Krustiningsih[2], Rizqi Adi Asmara[3], Rexa Leany Putra Perdana[4], Mochamad Muhsin[5], Merlisnawati[6]
[1](Writer Lecturer at the Faculty of Law, Wijaya Kusuma University, Surabaya
[2,3,4,5,6] Master's Degree Student at the Faculty of Law, Wijaya Kusuma University Surabaya,

ABSTRACT: Research with the title of criminal liability of a notary for a deed made based on a forged letter by formulating the problem as follows: How are the Formal and Material Requirements in making a Notary Deed. And How is the Notary's criminal responsibility for the Deed made based on the False Letter. Based on research that uses normative juridical methods, in-depth discussion and analysis can be produced. The results of the analysis show that: Formal and Material Requirements in making Notary Deeds based on False Letters Criminal acts related to or committed by a notary position are not specifically regulated in Law Number 30 of 2004. This law has been amended by Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Positions. Provisions regarding criminal acts committed or related to notaries are also not regulated in Law Number 2 of 2014. It can be concluded that the provisions of the Criminal Code apply to crimes committed by notaries. Notary Criminal Liability for Deeds made based on False Letters determines if the notary who is subject to a crime does not invalidate the deed made by the notary by law. Things that are not right through the eyes of law, namely if the decision of the criminal court with the decision to cancel the notary deed on the grounds that the notary has been proven to have committed the crime of forgery. The things that must be done by the party who feels a loss because of the deed is to file a criminal lawsuit against the notary for the deed he made, and file a civil lawsuit to cancel the deed.

KEYWORDS:*Criminal; notary; fake letter*

I. PRELIMINARY

The statement that the Unitary State of the Republic of Indonesia is a state based on law has been determined by the 1945 Constitution. A state has an obligation as a guarantor of legal protection and publication based on the principles of truth and justice. To live social life together, it is necessary to stipulate rules in the provisions to prove an act with a legal principle, so that a file in the form of a deed has a very important role as written evidence of events based on the law. for civil law. With so many limitations on the function and role of the law in force in this country, it is not easy to compare with the conditions in other developed countries. The obstruction of the legal process in an orderly manner is the result of these limitations, as well as the need for a deeper approach to balance each interest. According to these important things, the Indonesian state needs an institution that has the authority to make authentic deeds, or commonly known as notary institutions.

Community institutions that are established with the needs that exist in social relations between fellow human beings related to civil law and require written evidence are called notarial institutions. Written evidence is very much needed in business affairs, banking, social activities, land, and others along with the increasing demands for legal certainty related to socio-economic so that authentic deeds are needed as the strongest evidence in writing as a clear determinant of rights and obligations. legal certainty between the submitting parties, and evidence to avoid disputes even though disputes are unavoidable. Authentic deeds can be real evidence in the settlement of dispute cases that often occur in the community because they can make a real contribution to managing the settlement of these cases quickly and cheaply.

Society needs a figure who has clear information so that he can be trusted, guarantees his signature and seal when signing something, someone who is neutral so that he does not side with anyone, who decides to remain silent after writing an agreement that can protect someone in the future. If someone who has difficulty will be defended by an advocate, then the difficulty will be prevented by the presence of a notary.[1]

[1] Tan Thong Kie, 2011, *Studi Notariat dan Serba-Serbi Praktek Notaris,* Van Hoeve: PT Ichtiar Baru, p. 444.

A notary must comply with orders to fulfill all obligations written in the laws and regulations valid in his area. The obligations that have been determined must be carried out so that the notarial deed can be enforced so that it is realized as an authentic deed. As a public official, a Notary must tasked with serving the community who need their services to make an authentic deed in writing that can be evidenced in civil law. The existence of a notary is very necessary because it is part of the law of proof.[2]

A notary who functions in a society that is still respected today. Many people think that the notary profession is an official who becomes a place for someone to tell stories and get reliable advice. Everything that he stipulates in a written document is the right thing, so that a notary is a reliable document creator for the applicable legal process.[3]

The purpose of making a written deed face to face with a notary directly has the aim of being able to be used as perfect evidence, if in the future there will be clashes between the two parties which in the future can lead to criminal charges or civil lawsuits. If there are lawsuits and demands originating from these parties, the notary has a great possibility to interfere with the disputing parties or question the deed made by the notary.

The position of a Notary is regulated in Indonesian law written in the Act, namely Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary, which will hereafter be referred to as UUJN-P serve the public who need authentic evidence in writing regarding the occurrence of legal actions that have direct involvement with the applicant for the deed. A deed issued by a notary deed serves a very important role in society.

A person is required to prove the existence of a right they have in an event if they say that they have rights, or decide on their own rights so that they have the courage to dispute rights other than themselves.[4] Evidence is valid and recognized by law as written in Article 1866 of the Civil Code (KUHPerdata), namely:

1. Oath;
2. Allegations;
3. Written evidence;
4. Confession; and
5. Evidence with witnesses

An authentic deed affixed under the signature can be written evidence. According to the provisions written in Article 1870 of the Civil Code, an authentic deed can be perfect and strong evidence for various parties, as well as the heirs who receive rights. A deed that is the strongest can be used as evidence needed by the community.[5]

The classification of notarial deed consists of:[6]

1. The deed made by a notary because he is authorized as an official or *ambtenaar*, includes a statement from the Notary on the things that are shown to him and known to the notary based on the information stated by the party and proven by the available evidence, which in the end the notary can make determination based on applicable legal rules, such as for example: deed of determination of inheritance, official deed or what can be called an *ambtelijk act*.
2. Called a *partij* act or party deed, is a deed made by a person and brought before a notary. Deed made by a person or parties before a notary. For example: deed of witness statement, deed of statement of actual incident, deed of lease, deed of chartering, deed of marriage, and other deeds that include information from the appearers and have the desire to be made in the form of a notarial deed.

A notary can cancel by law when making a *partij acte*, if afterwards it is not in accordance with the applicable law, not in accordance with decency and public order. According to Subekti,[7] it is obligatory to distinguish between subjective and objective conditions in a contract. For objective conditions, the agreement will be null and void by applicable law if the conditions cannot be fulfilled. So, from the beginning of an engagement there is no such thing. In subjective terms, if a condition cannot be fulfilled, then one of the parties has the right to request the cancellation of the agreement. The party who is incompetent and therefore unable to give consent freely is the party that can request the cancellation.[8]

A deed issued by a notary is a tool to prove a perfect case, has a guarantee of legal certainty, so that it also functions to avoid disputes. However, in reality, the existence of a notarial deed is the cause of disputes

[2] Herlin Budiono, 2013, *Kumpulan Tulisan Hukum Perdata di Bidang Kenotariatan Buku Kedua*.

[3] Tan Thong Kie, 2011, *op.cit.*, p. 449.

[4] R. Subekti dan R. Tjitrosudibio, 2001, *Kitab Undang-Undang Hukum Perdata, Cetakan Ketiga Puluh Satu*, Jakarta: PT Pradnya Paramita, p. 475.

[5] Herlin Budiono, 2013, *Dasar Teknik Pembuatan Akta Notaris, Cetakan ke I*, Bandung: PT Citra Aditya Bakti, p. 1.

[6] Mustofa, 21 Desember 2016, *Eksistensi Ambtelijk Acte Notaris Dalam Perspektif UUJN dan Pasal 1868 KUH Perdata*, Makalah ini disampaikan pada Seminar Revitalisasi Organisasi "Dari Kita, Oleh Kita, Untuk Kita", Pengurus Daerah Ikatan Notaris Indonesia Kabupaten Bantul, p. 2-3.

[7] Subekti, 1996, *Hukum Perjanjian*, PT. Jakarta: Intermasa, p. 20.

[8] Herry Susanto, 2010, *Peranan Notaris Dalam Menciptakan Kepatutan Dalam Kontrak*, Cetakan Pertama, Yogyakarta: FHUII Press, p. 9.

between parties. It is precisely a criminal case that causes a Notary to become a suspect because of the Notary deed he made.

People often provide wrong information and it is not in accordance with real events when making a deed before a notary must carry out an investigation to prove what happened to that party. Notaries have no role and authority in investigating incidents to prove the material truth of the information that has been heard from the parties. However, this authority can have a bad impact if there is a problem in the future for the deed that has been made by the Notary, so that it can cause liability problems for the Notary deed from the process of making the authentic deed which was made based on information that turned out to be false from the parties.

To carry out the law enforcement process, it is necessary to explain to law enforcers regarding the elements of offenses in the Criminal Code in the context of law enforcement, so that they can be applied in accordance with the intent of the Act because the elements of offenses regulated in the Criminal Code are still abstract. Positive recommendations for the application of laws that have good and correct explanations for actions that are not allowed in the Criminal Code are to maintain the authority of law in people's lives. Forgery of letters is one of the offenses regulated in the Criminal Code. Although the discussion of letter falsification offenses is still rarely discussed in writing, letter falsification is a classic offense regulated in the Draft Law (RUU)[9] of the Criminal Code and other laws other than the Criminal Code.[10]

In addition, the crime rate in Indonesia shows that letter falsification offenses are still common. The administrative system established by the government and agreements in the community still require written documents in the form of letters so that the offense of forgery of letters always has the potential for crime. Seeing the crime regarding the offense of forgery, so that an understanding of this is very important for law enforcers to be able to properly implement the article material that affixes the offense of letter forgery. However, explanations regarding the offense of forgery of letters still have differences of opinion among law enforcers, so that it has the potential to be less effective in the application of criminal law because it has a meaning that is far from its real meaning.

The case of dragging a Notary into the realm of criminal law occurred in the Lhokseumawe State Court Decision Number 40/Pid.B/2013/PN.Lsm, giving a criminal sentence to Notary Imran Zubir Daoed, S.H in Lhokseumawe City for 2 months, legally proven guilty of falsifying an authentic deed regulated in Article 263 of the Criminal Code. The notary made a fake authentic deed, by falsifying the data on the Authentic Deed number: 01 dated November 2, 2012, making an authentic deed as an appearance before the defendant, including the name of Mr. Edi Fadhil, making the name of Mr. Edi Fadhil stated in the making of the Notary Deed number: 01 dated November 2 2012, even though what happened was that Mr. Edi Fadhil did not appear before the defendant to make a notarial deed because on that date Mr. Edi Fadhil was not in Aceh City. Based on the description that has been written, the following problems arise, namely: 1. What are the Formal and Material Requirements in the making of a Notary Deed. And 2. How is the Notary's Criminal Liability for Deeds made based on False Letters.

II. RESEARCH METHODS

The research method of normative law was chosen by the researcher to complete this research. Normative law is research based on library research or researching existing secondary data. The steps taken by researchers to complete the writing of this law are:

1. Research Specification
   In the form of a descriptive analysis specification, the research specification is written by the researcher with a description of the laws and regulations that have been in effect. The regulation is related to legal theory and the problem here is also related to the implementation of positive law,[11] namely the Notary's Criminal Liability for Deeds made based on False Letters.
2. Approach Method
   Using a normative juridical approach, researchers use materials for study through library materials. Researchers also use secondary data sources, namely the opinions of scholars who are analyzed and concluded so that they become secondary data, and primary data in the form of legal theory, the Book of the Criminal Law Act, Law Number 2 of 2014 concerning Amendments to Law Number 30 2004 concerning the Position of Notary, legal theories. All of this data becomes a source for reviewing the Notary's Criminal Liability for the Deed made based on the False Letter.
3. Research Stage
   The stages of research carried out by researchers to collect data are: Collecting data that is published as a reference from library books of various laws and regulations to literature that has a relationship with research

[9] Dalam RUU KUHP tanggal 28 Agustus 2019 diatur dalam Bab XIII Tindak Pidana Pemalsuan Surat Pasal397-406.
[10] Pemalsuan surat diatur dalam UU ITE, UU Tipikor, UU Mata Uang, UU Pemilu, dan sebagainya.
[11] Ronny Hanitijo Soemitro, 1990, *Metodologi Penelitian Hukum dan Jurimetri*, Jakarta: PT. Ghalia Indonesia, Jakarta, p. 97-98.

problems as a literature study in order to obtain legal materials that are in accordance with the problem so that it can be studied at a later stage.

a) Primary Legal Materials, are materials that have binding power, for example laws and regulations that stipulate It is related to the problem of this research, namely the 1945 Constitution, the Criminal Law Act, Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary.
b) Secondary Legal Material, is a legal material that contains an explanation of the matters described by the primary legal material. Secondary legal materials are non-binding, consisting of various law books, magazines and newspapers, legal journals containing theories of research results that are related to this research.
c) Tertiary legal materials, which are legal materials that can complement the previous two legal materials, such as the large Indonesian language dictionary, legal dictionary, English dictionary, and primary, secondary, tertiary materials which are material outside the law but are still related to this research.

4. Legal Material Gathering Techniques
   Is the process of procuring legal materials for research purposes. Document Study, which is a tool for collecting legal materials, is used by writers to collect legal materials through written legal materials. To complete the research, the author examines documents that are closely related to the object of this research in order to obtain a theoretical basis, receive information on the form of formal provisions, and official data about the problem to be studied. In this research, it is limited to only using document study techniques or library materials in the process of collecting legal materials.
5. Legal Material Collection Tool
   The legal material collection tool in this study carried out an inventory of legal materials to be used, in the form of notes on matters relevant to the research problem. Legal literature material is research conducted by reading reading material in the form of scientific books, literature, notes on the results of an inventory of legal materials, applicable laws and other materials useful for research. The collection of legal materials was carried out by researchers using tools such as notebooks, stationery, and flash disks.
6. Analysis of Legal Materials
   Analysis of legal materials that have been selected after going through a process in secondary data with the previously mentioned literature study, which is then arranged systematically and sequentially so that it will obtain a good picture of legal principles and rules, as well as provisions that are still related to Notary Criminal Responsibility. on the Deed made based on the False Letter. The research data that has been compiled then goes through an in-depth qualitative juridical analysis process because the basis of this analysis is the Act.

III. DISCUSSION

1. REQUIREMENTS FOR MILD AND MATERIALS IN THE MANUFACTURING OF ACTA NOTARIES

A. History of the Notary

Notaries already have their own laws, namely "Regulation of Notary Position" (Notarias ReglementStb1. 1860-3),[12] which if calculated not less than 120 years, is a substitute for "*Instructie voor notarissen in Indonesia*" (Stb1.1822-11). Long before the law was enacted, 1620 was the year when Indonesia had its first notary, which should have been well-known not only in urban areas, but also in small towns and surrounding villages. The limited expansion of information regarding notaries can be influenced by many factors. Of these many factors, one of the main factors is that all notaries in Indonesia before World War II had a history of being Dutch in very small numbers. At that time the Dutch seemed to have a monopoly on notarial institutions in Indonesia. At that time, notarial institutions also occupied big cities, so they were only easily accessible by the people who lived there. Only people of Sing Timur, Chinese Europa, and other foreign nations have the opportunity to live in big cities. Only a few Indonesians with certain groups have the opportunity to live in big cities, and most of them occupy settlements in small towns and villages.

When the notarial institution entered Indonesia, the level of awareness and legal culture adopted by the Indonesian people, with the nature of a primordial society, the Indonesian people still fully believed in their religious rules and customary law. This is also another factor in the difficulty of spreading notarial institutions in Indonesia. At that time, colonialism westerners who spread notarial institutions focused their orientation on severe law, which was still difficult for the Indonesian people to understand with its primordial nature. The difference in orientation hinders the development of this notarial institution to the surrounding community, which they should serve to obtain legal protection.

[12] G.H.S. Lumban Tobing, 1983, *Peraturan Jabatan Notaris*, Jakarta: Erlangga, p. 1.

According to article 1868 of the Civil Code, a Notary is a social institution that exists as a necessity for human interaction, who wants the presence of evidence for those related to Civil Law. This institution is assigned a general power of attorney (*openbaar gezag*) to follow the will required by law from the community to make written evidence which contains authentic power. This community institution known as a "notariat" arose because of the need among social life, who wanted evidence regarding civil law relations from institutions assigned through public power (*openbaargezag*), which if desired by the community and the law required it to produce evidence that have authentic power.

The history of the development of a notary that developed in Indonesia cannot be separated from the development of a notary institution that occurred in European countries in general and the Netherlands in particular. This is because in Indonesia, the law governing the notarial sector is sourced from "*Notariswet*" from the Netherlands on July 9, 1842 (Ned.Stbl.no.20), while the content of "*Notariswet*" is mostly sourced from the French Notary Law from 25 Ventose an Xl (16 March 1803) although not a full translation. The "*Notariswet*" has been recognized and used in the Netherlands.

B. Notaries in the 17th Century in Indonesia

Notaries were introduced in Indonesia during the "Republikder Verenigde Nederlanden" era, which was around the 17th century. This is also marked by the establishment of "OostInd.Compagnie" in Indonesia. A few months after Jacatra became the capital city in Indonesia ("Batavia" became a new name on March 4, 1621), on August 27, 1620, Secretary of "*Collegevan Schepenen*" in Jacatra, Melchior Kerchem, became the first notary given his position in Indonesia. At that time, the method of appointing a notary was quite different from what is happening today, so that it attracted quite a lot of public attention. Instructions that contain the work and the authority it has are also written on the notary appointment member Melchior Kerchem. Melchior Kerchem will serve the public interest and is placed on duty in the city of Jacatra. He took an oath of allegiance to carry out his work fully at the time of his appointment located in front of Baljuwdi Kasteel Batavia (now better known as the Ministry of Finance building - *Lapangan Banteng*). The instructions at the time of his appointment stated that all documents and deeds made were required to be registered. The following is an “in extenso” or deed of appointment of a notary Melchior Kerchem as well as introducing the method of appointing a notary at that time.

The position of "Public Notary" was then separated from the position of "Secretarius van den Gerechte" on June 16, 1625. Based on a decree issued by the Governor General, on November 12, 1620, the first instruction was issued for all Notaries working in Indonesia. The instruction only consists of 10 articles, one of which contains requirements for Notaries to be tested and sworn in first. The following is the sound of the oath that must be uttered by Notaries before carrying out their full positions in serving the community.

The instruction also contains a stipulation that a notary must carry out his position which reads "Sonder Respect Off Aensienvan Persoonen." At that time, Notaries were appointed as “employees” of Oost Ind., Compagnie which limited their work space. In 1632, a written rule that notaries must obey, contained a prohibition for officials, notaries and secretaries not to be allowed to issue wills, transport deeds, and other deeds if they did not have prior permission from the Governor General and Radenvan Indie. ". If you violate this rule, there is a threat that the position will be removed. However, the provisions contained in the regulations were not heeded by these officials, and in the end the provisions became unused.

Although it tended to be slow due to the adjustment of needs at that time, the number of notaries increased after the approval of Melchior Kerchem in 1620 as the first Notary in Indonesia. In 1650, the limit was issued for notaries to only 2 notaries occupying Batavia and it was considered sufficient at that time. This also coincides with the issuance of provisions concerning "procureurs" not to interfere with the work of a Notary. Every group of income earners fairly is the purpose of this appointment. In 1654, the number of Notaries increased to 3 (three) in Batavia and in 1751 increased to 5 (five) persons. However, the 5 (five) people are assigned their duties, 4 of them must have a place to live in the city center, 2 in the West and 2 in the East, while one of them must live outside the city, with placement outside "Rotterdammer Poort". ” in the North of Jasserbrug or in the South, occupying one of the “grachts”.

Notaries are also placed in “Buitenposten” which became the name of the area outside Batavia. Regarding this placement, it is found in an official document (regeringsstuk) which has been written since 1686. However, there is still no information about the provisions that must be carried out by a Notary at that time. However, from the many clues that were found, it was suspected that the people who carried out the duties of this position were referred to as "*gequali-ficeerdevan depenne*."

From the development period of the Notary in Indonesia until 1822, the Notary was regulated in detail by 2 regulations that were issued in 1625 and 1765. This regulation often underwent changes, so that when it was deemed necessary, even only for the moment of appointment of a Notary, the existing regulations at that time it is often no longer valid because it has gone through the process of being updated and is declared valid again if additional rules have been added which are currently needed. However, what happened in the field was done because of orders from those in power, not to prioritize the public interest. The prohibition for Commissioners

that originated from Road van Justitie in Batavia in 1765 became one of the contents of the prohibition in the regulation. This provision contains inspection treatment based on protocol so that the Notary does not carry out a deeper examination of the deeds and wills needed in carrying out these duties. Examinations also may not be carried out by the Secretary and Officers who must be sworn not to assist the persons conducting the inspections so that they are closely guarded. This regulation was issued due to a report on the submission of the draft "Nieuwe Bataviasche Rechten" to the Central government which occurred in 1761. At that time in Batavia there were rumors of an attempt in Batavia by Commissioner Raadvan Justitie to further explore the contents of the protocol drawn up by the notaries. If this had been taken further, all the secrets in the City of Batavia would have been exposed.

The regulations that had existed in the Notary Sector from the "Republiekder Vereenigde Nederlanden" as long as the British imposed the intermediate government (*tussenbestuur*) from England (1795-1811) remained in effect until British rule had ended in Indonesia, these regulations were still in effect without any changes until in 1822.

The "Ventosewet" regulation that was in effect in the Netherlands was declared to have never been valid in Indonesia, until in 1813 after the restoration from the Netherlands the regulation was never enforced. In Indonesia, only the old regulations that come from "Republiekder Vereenigde Nederlanden" apply. At that time, the position of a notary who was in the reign of "Republiekder Vereenigde Nederlanden" had the same position as a notary who was in Indonesia until before France controlled the country. Meanwhile in the Netherlands since March 1, 1811, the decrees on November 8, 1811 and March 1, 2011 have instituted a notary as previously described.

The issuance of "Instructie voor de notarissenin Indonesia" which contains 34 articles on (Stb. no. 11) in 1822. If we look further at the provisions contained in the Instructie, these provisions are a resume compiled from the regulations that have been published previously, only in the form of potholes from old plaques.

The provisions contained in "Vento Sewet" are not contained in the composition of the Instructie, as in the Netherlands which has been in effect previously. The article which has the same provisions in "Vento Sewet" is article 1 on the Instructie, which contains regulations regarding the limits of the duties and authority of a Notary, so that it can be seen as the first step in the development of a Notary in Indonesia, which contains "Notaries are public employees who must know all applicable laws and regulations, which are summoned and appointed to make deeds and contracts, with the aim of giving them power and ratification, stipulating and confirming the date, preserving the original evidence and issuing the *grosse*, as well as a valid and correct copy thereof. This Instructie has rarely changed content during its 36 years of publication.

According to the Dutch government, adjustments to the regulations regarding the position of a Notary in Indonesia should have been carried out since 1860 with the regulations that also apply in the Netherlands. With the desire for this adjustment, the Dutch government invited the current Notary Regulation (Notary Reglement) to be introduced on January 26, 1860 (Stb. No. 3) and came into effect on July 1, 1860. The existence of the "Notary Reglement" became a strong basis for the development of the Notary Institution. that existed in Indonesia at that time.

The phenomenon that occurred in the Netherlands regarding the unfavorable reception by the Dutch community when the Notary Regulation was issued also occurred during the at the birth of a Notary Position Regulation in Indonesia which was not well received by the Indonesian people. The unfavorable response also came from outside parties from the Notary as well as parties who have a direct relationship with this.

In Ind. Ridschrift v.h. Rechtpart 18 fol. 25 ff., Mr. L.A.P.T Buijn (former Director of van Justitie) gave a statement regarding this regulation: “It is heartbreaking to find that the regulation is full of punitive regulations. The regulation is more of a disciplinary regimen (*tucht*) for a punitive battalion than a regulation which aims to regulate and determine the areas of duty of public officials, from whom the interests of the State are demanded so that their dignity and character are maintained and those in the ranks of officials have/take an honorable and high place.

If it is seen further in the article in the Regulations of the Notary Position, in accordance with the statement of Mr. Buijn that 66 articles are arranged in the Notary Position Regulation, which contains 39 articles of punishment. The Notary Position Regulations also contain sanctions when replacing fees, interest, and compensation. Of the 39 articles in the regulation, 3 articles contain things that cause loss of office (*ambitsverbeurte*), 9 articles regarding temporary dismissal, 5 articles contain provisions for dismissal, and 22 other articles discuss fines.

The articles in the Notary Law applicable in the Netherlands are the source of the articles contained in the Notary Position Regulations. The article in the regulation does not contain rules regarding the mandatory "internship period" (*werkstage*), which is different from the Notary in the Netherlands. In the Notary Public in the Netherlands Meanwhile, in the Notary Position Regulations there is not a single article that requires the existence of a "masamagang" (*werkstage*), in contrast to the existing regulations in Notary Public, which is the source of the Notary Position Regulations from the Netherlands, that a Notary is required to have worked in a Notary's office. at least 3 years to be appointed as a legal notary.

This internship period has actually been mentioned several times in Indonesia. However, when the 1907 Ordinance was issued no. 485 which regulates further details regarding the subjects for the examinations of parts I, II, and III, it does not regulate the obligation to be involved in "internship" for notaries who have not been legally appointed. The question of the "internship period" which was deemed unnecessary was then raised for the Dutch East Indies Government. However, there is one Bijblad who has discussed this “internship period”. Through the Gouvernementsmissive on November 29, 1889no.2763, Bijbladno.5142, to the Direkturv.Justitie they asked for attention to the proposed vacancies placed at a notary, so they need to consider it, not only based on "*ancientniteitsbeginsel*" continuously, but also pay attention to the composition, the most important thing is to look at the expertise of the the applicant, so that the Notary who does not yet have proof that he is capable of becoming a substitute Notary, gives a message to continue their work in the Notary field to provide that they are capable in accordance with the conditions requested.

But what actually happened was in 1897 Bijlad no. 5421 has just been announced which also attaches the "missive" which was published on July 6, 1895 no. 1348by First Secretary Gub. General, contains: "That according to the Government's consideration, in filling vacancies for a notary, priority should be given to candidates who have had an internship (work) for at least 1 year and it is also desirable that in submitting a proposal for the appointment of a notary, this is taken into account by the Head of the Department concerned."

Doubts about the serious intention of the Government to implement these regulations arise based on the facts that occurred. The doubts arose not without reason, due to the placement of the rules contained in the Bjiblad instead of the ordinance which contained the rules for the Notary Position (Notary Reglement), containing regulations that recommended and not as a condition that must be fulfilled to become a notary. Allegations that emerged from several parties began to emerge because the placement of rules on the Bijblad formulated by the Government meant that the Government had the right to make its own choices in regulating the filling of notary vacancies. Based on the statement mentioned in the book "Het Reglement op het notarisambt in Indonesia" written by P. Vellema, this allegation was confirmed by the appointment of retired President Road van Justitie to become a notary public who had never previously worked in a notary office.

The Notary Position Regulations or PJN also do not contain regulations regarding the education of a notary, only contain provisions for the notary exam, which has certain requirements. intestine so that it can be fulfilled in order to take the notary exam, but there is never a question about how someone gets notary knowledge. The government's lack of attention to notarial education is also very unfortunate by various parties.
If the examination program implemented in Indonesia is compared with the program in the Netherlands to the transfer of sovereignty to Indonesia, the content of which is a description of the requirements regarding the subjects that are the test material for prospective notaries, so that there is no clear difference between the two. The exams in both countries have the same exam requirements, which to the knowledge of the vak (*vakkennis*) have the same degree as a notary in the Netherlands.

In P.J.N, the notary exam is regulated as a state exam, which must have an examination committee formed by the Ministry of Justice according to article 14 of P.J.N if you want to take the exam.

The exam is still an assessment to measure the theoretical skills and abilities of a notary in practice according to Law i.c. P.J.N. in essence, the duties of a notary have an inseparable relationship with each other with the traffic that occurs between the community, the education adopted by the notary position which is also carried out after undergoing an exam, in which the exam here has the nature to determine the education needed. So that the conditions that must be obeyed by a notary so that he can practice so that he can carry out his duties properly, have an influence on the attitude possessed by notary education, after that it raises questions, by looking at the development of legal traffic that occurs in the present with the task that must be done by a notary in the legal traffic, is it necessary to change the content of notarial education? According to the researcher, this needs to be done, due to the fact that as time progresses, the task of a notary has also developed until now, namely the task of a notary according to law is very different from the task of a notary in practice to serve the community.

So if the legal regulations regarding the requirements for a person to be appointed as a notary, must pay attention to the tasks given to notaries in today's life, so that P.J.N should contain regulations that contain guarantees for someone who will not become a notary, if he does not have the knowledge that is considered law. as a guarantee of general knowledge of the law and juridical in accordance with the requirements that exist in modern legal traffic to become a notary.

Thus, to emphasize good education in obtaining general knowledge about juridical (*algemen juridise ontwikkeling*), notarial education should be education placed in universities according to the law.

The establishment of notarial education at the "postgraduate" University of Indonesia, then the birth of notarial education at other universities such as Padjadjaran University, Gajah Mada University, and most recently the University of Sumatra, is the right embodiment of knowledge that has long been desired to exist. Although notarial education has long been desired to be present in Indonesia, the state does not need to feel discouraged, because in the Netherlands, which of course has been familiar with this notarial institution for a

long time, only formal education for notaries began in 1958 which was used as university education, with great efforts. done by Prof. Mr. A. R. de Bruijn.

However, university-scale notarial education at the post-graduate level in Indonesia is still not regulated in existing legislation, and is also not the only notarial education present in Indonesia, so a state exam will still be held, although only for part III or the last, because parts I and II are no longer tested even though they have not been completely removed. In its implementation, the requirements to be accepted as a student to take postgraduate notary education are all law graduates who have previously completed studies at the Faculty of Law at a state university or the equivalent, without making any distinction between them to take a special concentration in notary. This can be because nowadays there is no longer a system that was in effect in the past, where when a student has reached a certain level, he can choose a particular major to complete his study period, such as choosing to major in criminal, civil, or other things. . Even so, if today's undergraduates can be said to have graduated with a Bachelor of Law majoring in Civil Law, what actually happens in the field is that a person completes his thesis on the topic of civil law.

The heyday and the period of decline also occurred in the history of Indonesian notaries, which had also previously occurred in Indonesia other countries. There are about 350 notaries including representatives of notaries who are active in Indonesia. Prior to this, there was a position of notary concurrently accompanying the position of notary and deputy notary. This notary concurrently is the Regent who also has a position as a notary. However, this concurrent position of notary public was later abolished due to the issuance of a decree from the Minister of Home Affairs which prohibited the Regent from holding concurrent positions as a notary.

According to the applicable regulations, the Government determines the formation (number of notaries) for each city or place or in other words. The government does not set a number of notaries for all of Indonesia. Talking about the number of notaries needed in Indonesia, when compared to other countries, the current number is still insufficient. In the Netherlands, for example, nowadays, if the number of notaries available is compared to the total population, there is one notary for approximately 6,000 people. If we take as an example the comparison in the Netherlands, then in Indonesia with a population of approximately 130 million people, there must be at least 20,000 notaries.

C. Nature of the Regulations Position Notary

Organic regulations and legal rubrics regulate the Notary Position Regulations. This regulation is regulated so that it is included in public law, where the provisions in it have a coercive regulatory nature (*dwingend recht*).

Consisting of 66 articles and 39 provisions, the Notary Position Regulation also does not reduce the threat of paying fees, interest, as well as losses. The provisions for the punishment are regulated in 3 matters regarding loss of office, 5 articles concerning dismissal, 9 articles concerning temporary dismissal and 22 other articles concerning fines. At present, the Ministry of Justice is the territory of the establishment of a Notary Institution in Indonesia (Stb1. 1870-42: article. 1).

D. The Power of Proof

UUJN Notary Deed or Authentic Deed based on Article 1 Paragraph (7) of Law Number 2 of 2014 has a definition of a deed prepared before a Notary with an arrangement that has been regulated by law. An Authentic Deed is also regulated in Article 1868 of the Civil Code "An authentic deed is a deed made in the form determined by law by or before public officials who have the power to do so, at the place where the deed was made."

The following are the elements contained in Article 1868 BW:

a. That the deed was made before the person authorized to make it at the place where it was made;
b. That the deed was drawn up and formalized in a form according to law; and
c. That the deed was drawn up by or before a public official.

The Authentic Deed contains the truth that the client wants and is submitted to the Notary. Notaries must follow the wishes of the client in making an Authentic Deed.

The authentic deed[13] must fulfill all the requirements in Article 1868 of the Civil Code, which must cover all the requirements and be cumulative. Even though the deeds are signed by the client, if the deed does not contain the conditions written in Article 1868 of the Civil Code, then the deed cannot be called an authentic deed, only as written under the hand that has power (Article 1869 of the Civil Code).

All provisions that contain the authority of a Notary in making an Authentic Deed have been regulated by Law no. 30 of 2004 concerning the Position of Notary, which was later amended in Law no. 2 of 2014 (UUJN).

[13] Irma Devita Purnamasari, S.H., M.Kn., "Akta Notaris sebagai Akta Otentik", *https://www.hukumonline.com/klinik/a/akta-notaris-sebagai-akta-otentik-lt550c0a7450a04*, diakses tanggal 26 Juni 2022, pukul 13.40 wib.

Notary is a public official who has the authority to make authentic deeds and other authorities as referred to in this Act or other laws.

The sentence "where the deed is made" contained in Article 1868 of the Civil Code, has a close relationship with the position of a Notary, it is written there "Notary has a domicile in the district or city (Article 18 paragraph (1) UUJN)". In addition, "the area of office of a Notary includes the entire province from its place of domicile" (Article 18 paragraph (2) of the UUJN)

Regarding the authority possessed by a Notary, Article 15 paragraph (1) of the UUJN describes that "A Notary, in his position, has the authority to make an authentic deed regarding all acts, agreements, and stipulations required by laws and regulations and/or those who have an interest in it to be stated in an authentic deed, guaranteeing certainty against the perpetrators of child abuse, keeping, tampering, making certificates also not assigned or excluded to other officials or other people stipulated by law. Notary Deed or Notary Deed ". An authentic deed made by or before a notary is made based on the procedures and forms that have been stipulated by Law Article 1 point 7 UUJN. From the Big Indonesian Dictionary, a deed has the meaning of a letter of evidence containing a statement (decision, confession, statement, etc.) regarding a legal event made in accordance with applicable regulations, shown and ratified by the official on duty. Until now, the position, function and authority of the Notary it is clear which notary has the authority to make an authentic deed.

The strength of the proof of the Authentic Deed is contained in Article 1870 of the Civil Code which says that "An authentic deed provides between the parties and their heirs or the people who have rights from them, a perfect proof of what is contained therein. The strengths inherent in authentic deeds are; Perfect (*volledigbewijskracht*) and Binding (*bindendebewijskracht*), which means that if the evidence of the Authentic Deed is submitted to meet the formal and material requirements and the opposing evidence presented by the defendant does not reduce its existence, there is at the same time the power of perfect and binding proof (*volledigenbindendebewijskracht*) that is true and true contained therein becomes perfect and binding on the parties regarding what is referred to in the deed." The judge is obliged to make the Authentic deed a perfect proof of fact because it is perfect and binding on the judge, so that it is sufficient to make a decision to resolve the disputed case. An authentic deed according to Article 1868 of the Civil Code also contains "a deed in the form stipulated by law, made by or before a public servant in power for that purpose, at the place where the deed was made". In making an authentic deed, a Notary must pay attention to 3 (three) aspects which become three strengths to have the strength of evidentiary value as follows:

1. Outwardly (*uitwendige bewijs kracht*)

   A notary deed has an external ability which serves to prove its validity to be an authentic deed (*actapublicaprobantseseipsa*). If you look at the factor of the birth of an authentic deed, this is in accordance with the legal rules that regulate the conditions for making an authentic deed, which is until someone can prove that the deed is not an outwardly authentic deed. This is a burden of proof that has a denial about the authenticity of the notary deed. The presence of a signature from the Notary concerned becomes a parameter for proving the Notary deed as an authentic deed, starting from the Minuta to the copy at the beginning of the deed from the title to the end.[14]

   From the external aspect, the deed is not seen as anything, but seen as it is. Other evidence does not need to physically contradict the Notary Deed. A deed must be outwardly proven that it is not an authentic deed if a party considers that the deed does not meet the requirements as a deed after being made by a notary.

   Denial of a Notary deed which is not outwardly born as an authentic deed, the proof must be based on the requirements of the Notary deed to be an authentic deed. Proof is carried out by means of a lawsuit in court. The plaintiff must be able to prove that the deed which is outwardly is not a notarial deed.

2. Formal (*formelebewijskracht*) or Formal Terms

   If formal proof of this authentic deed is carried out, that the official who has a direct relationship with the deed has stated it in writing, which is as stated in the deed and apart from that the truth that is conveyed by the official on the deed which he did and demonstrated while carrying out his office. Formally, as long as the official's deed exists (*ambtelijkeakte*) the deed can be a proof of the correctness of what is shown, namely seen, heard, and done by a Notary in carrying out his position as a public official.

   According to a deed made under the hand, the power of proof of this deed is only based on the fact, which is when the fact is given, if the signature has been recognized by the signer or is deemed to have been recognized as such by law.

   It will be guaranteed the truth from the date of the deed in a formal sense, the truth about the signatures included in the deed, the identity of the parties present (*comparanten*), and also where the deed was made and as long as the party deed, that the parties explain the truth as written in the deed, and also the truth of the statement which is only certain between the parties themselves (according to the general opinion - *heersendeleer*).

[14] Abdulkadir Muhammad, 2011, *Hukum Acara Perdata Indonesia*, Bandung: Citra Aditya Bakti, p. 545.

As long as discussing the strength of formal evidence, this does not reduce the previous evidence which becomes complete evidence, so that the official's deed and the party's deed are the same thing, with the intention that the official statement contained in the two groups of deed or the statement of the party contained in the deed Both in the official deed and the party deed have the power of formal proof that applies to each visible party, namely the things that are in the deed and affixed by their signatures. Proof to the contrary against the power of formal proof also applies "*valsheids procedure*". Whoever has a statement regarding the deed containing information that does not appear to have been written by the notary, then he/she must make accusations of falsification of material written in the deed (*material geknoci*), such as writing that is deleted or added or replaced with other information. In this case, the party accuses the information written by the official to be false (*material valsheid*) so that it must be carried out through the "*valsheids procedure*" (art. 148sub3 Herzien Inlandsch Reglement/HIR).

If at that time the person accusing the deed contained (*partijverklaring*) information that was not provided, then two possibilities occurred. First, he has the power to immediately disown, in which the signature on the deed is his signature. He can say that the signature looks like it was made by him, which turns out to be written by someone else so that there is a forgery that can be proven through the "*valsheid procedure*" (article 148 HIR). The second possibility is that he can say that the notary has made a mistake stating that the deed has a signature affixed by him; so that he does not allege that it is a forged signature, but instead accuses the notary of providing incorrect information (*intelectuelevalsheid*), namely an understanding that is not related to "*valsheids procedure*". It can be concluded that there was no falsification activity (*geknoei*), but in the form of errors that could be unintentional, therefore this accusation is not against the power to prove formally, but against the notary's statement regarding the strength of the material evidence. This proof can use all the evidence permitted by law.

The Notary Deed needs to contain certainty for an event and the facts that occur are actually carried out by the Notary or the parties who appear at that time can also explain in accordance with the procedures that have been established to make a deed. This is done formally to ensure the truth regarding the day, date, month, year, time (time) to appear, and the parties appearing, initials and signatures of the parties or appearers, witnesses and notaries, as well as evidence regarding the things seen, witnessed, heard by a Notary, (on official deed/minutes), and provide a note of information regarding statements from parties or appearers (in deed of parties). If unable to prove the untruth, then the deed must be accepted by anyone. It is not prohibited for anyone to deny or deny the formal aspects of a Notary deed, if the person concerned feels that he has been harmed by a deed made before or by a Notary. The denial or denial must be carried out with a lawsuit to a general court, and the plaintiff must be able to prove that there are formal aspects that are violated or inappropriate in the deed in question, for example, that the person concerned has never felt before the Notary on the day, day, month, year and time mentioned at the beginning of the deed, or feels that the signature in the deed is not his signature. If this happens, the person concerned or the presenter is to sue the Notary, the plaintiff must be able to prove the untruth of the formal aspect.

3. Material (*meterielebewijskracht*) or Material Terms

At that time, there was an opinion held about the power of formal evidence that could deplete the power of proof on the word authentic. This view is no longer acceptable today. At that time, this opinion was called "*de leer van delouterformelebewijskracht*", which has now been forgotten because it is considered to deny the legislation that has been formulated until now.

As long as they mutually prove the strength of material evidence from the authentic deed, there is a difference between the statements from the parties written in the authentic deed and the statements included by the notary. There is an event that is being tried to prove through the deed, meanwhile the contents of the deed are considered as correct by everyone, who asks to make the deed as proof of himself, or what is commonly referred to as "*prevuepreconstituee*", namely a deed that has material proof power. . The contents of articles 1870, 1871, and 1875 of the Civil Code contain information regarding the strength of this evidence; between the related parties and the heirs as beneficiaries, the deed can prove completely p regarding the truth of the events listed in the deed, unless the deed only includes a notification (*blote mededeling*) so that it does not directly have a relationship with the main thing in the deed.

If the deed regarding the loan amounted to Rp. 2,000,000, - (two million rupiah) borrowed by B from A, the deed contains justification that A did indeed give money as a loan to B, with several conditions that must be obeyed in the deed; this also applies equally to the deed of sale and purchase, in which by the existence of the practice of buying and selling, the object being sold, the selling price and other conditions are proven through the deed.

For each arrest in H. R. (*HoseRaad*) there is an acknowledgment of the strength of the material evidence. In arrests published December 19, 1921 (NJ. 1922,272, W.10862), H.R. issued a decision in the case of forgery (*valsheids procedure*), that the notary deed containing the meaning of buying and selling has the purpose of proof based on Article. 1907 N. Bw. (Article 1870 K.U.H Civil Code) this is not limited to the party who explains something about it before a notary, but also proves that the party agrees with the

agreement written in the deed, so that the agreement that has been made, the deed becomes proof of the price. sales and purchases as well as the truth of the events described by the parties about it.

So in the same case, H.R. issued a decision in his arrest on November 26, 1934 (NJ. 1934, 1608; W. 12839), then the information present in the deed of establishment of a limited liability company regarding the amount that has been paid, which cannot be presumed to be true, against the deed which has proof of power complete, against a deed that can be said to state the truth of the actual reality.

As a certainty regarding the material in the deed, so that the things mentioned in the deed are valid evidence to the parties requesting the making of the deed or those who have the right and apply to the public, except otherwise. A statement written in the official deed or official deed, or a statement given before a Notary in the deed of the parties so that the parties must say the correct things which are then written in the deed as true events or each party who meets the Notary whose statement is then written in the deed must be judged to have said according to reality. If in fact the information submitted by the party is different from that written in the deed, it is the responsibility of that party. The notary has no responsibility for this, so that the contents of the notary deed have the actual truth, so that it becomes valid evidence between the party and the heirs and the appropriate party as the recipient of the rights. If you want to prove the material aspects contained in the deed, the party concerned must have proof that the Notary did not write the truth in the official deed, or the party who has explained correctly before the Notary is wrong, which is then carried out in reverse proof to deny the material aspect of the deed. previous notarial deed.

The three aspects mentioned above are the perfection of the authentic deed of the Notary deed and the parties who have ties to the deed. If it can be proven in a court session, one of these aspects is not true, so that the deed only has the power of proof of an underhand deed, or the deed is only as proof of strength as an underhand deed.[15]

If we look at the description above, it can be explained that the authentic deed and the private deed have different principles, which distinguish the two things, namely;

a. There is no guarantee of the date of manufacture in the private deed, whereas according to Article 15 paragraph (1) of the UUJN, the Authentic Deed has a definite date of manufacture.
b. Interpreted from Article 1 number 11 of the UUJN, the authentic deed used by Grosse in debt recognition is used with the phrase justice based on the One Godhead so that it has executive power when making legal decisions. Meanwhile, the private deed does not have the power as the executor.
c. Based on article 15 paragraph (1) in UUJN, the minutes of authentic deeds are state archives made by a notary with his authority, because a notary deed is a state archive that cannot be lost, while private deeds have a high probability of being lost.
d. Authentic deeds are perfect evidence for the things contained in them (*volledigbewijs*). Article 1870 of the Civil Code states that if a party submits an authentic deed, the judge is obliged to accept the deed and considers the things written in the deed as something grand, as a result, the judge may not give orders for additional evidence. Meanwhile the agreement in this case the form of a deed is underhand, if the party who affixed the signature does not acknowledge or denies his signature, so that the deed has the power of proof as perfect evidence which has one strength with an authentic deed based on Article 1875 of the Civil Code. However, if the party denies the signature, what will happen is that the party will need to provide proof of the veracity of the signature, the opposite applies to authentic deeds.

An authentic deed that has a strong evidence value, if the formal and material requirements have been met, the deed will meet the evidentiary limits so that it does not require other supporting evidence. This immediately becomes evidence of an authentic deed, which has attached the value of the strength of the proof, namely perfect (*volledig*) and binding (*bindende*).

Obligatory and bound judges who have the assumption that an authentic deed is complete in its contents are obliged to assume that the things stated are proven. The judge has a bond with the truth that is in the deed, so it needs to be taken into consideration to resolve the decision on the dispute.

The power to prove the authentic deed does not contain coercion (*dwingend*) or determination (*beslissend*) so that opposing evidence can be submitted against the authentic deed. The perfect or binding level is the degree of strength of the authentic deed proof, but not as a determination and is not coercive. So that the nature of the proof has no value and imperative nature that can be broken by opposing evidence.

If opposing evidence is submitted, at that time the quality of the authentic deed decreases which turns into evidence of the beginning of writing (*begin van schriftelijke*). for this situation, the authentic deed must have a minimum of proof so that it cannot stand alone assisted by other evidence.

2. CRIMINAL LIABILITY AND NOTARIES IN THE PROCESSING OF ACTIONS BASED ON FAKE LETTER

A. Notary's Criminal Liability in Making Deeds Based on False Letters

[15] Adjie, *op.cit*, p. 21.

As previously described, quoted from Moeljatno who said that a criminal act is an act that is prohibited from the prohibition law, which will be followed by the imposition of threats (sanctions) in the form of punishment on a certain scale for those who violate the prohibition. Meanwhile, another definition of a criminal act is if an act which according to the applicable law is prohibited and is subject to a criminal penalty, which needs to be remembered if the prohibition is aimed at the act, meanwhile the person who caused the incident will be subject to a criminal threat. There is a solid relationship between prohibitions and threats, this is also due to the close relationship between the incident and the person who caused the incident, so it cannot be separated between the two. Therefore, there are elements of a criminal act, namely:

a. Those who fulfill the formulation in the law (a formal requirement)
b. human action
c. Is against the law (a material condition)

The presence of the principle of legality (no crime unless there are legal rules governing it) is one of the requirements for this formal requirement to be related to this matter. In addition, there must be material requirements according to Article 1 paragraph (1) of the Criminal Code, this is because the criminal act is indeed perceived by the community as an inappropriate act because it is contrary to the rules and regulations to be achieved in the midst of the community. Quoted from Moeljatno that the element of a criminal act does not include the guilt and desire of the perpetrator to be responsible, because this will be attached to the perpetrator of the act.

Criminal liability is an element that helps determine criminal acts committed by a person. So that a person does not have to be immediately sentenced to criminal if he commits a crime. Criminal liability must be present to be able to impose a criminal sentence on someone. The liability referred to in this crime will come with a factual reproach (*verwijbaarheid*) based on the applicable criminal law, which can declare it a crime, and subjectively judged that someone who commits a crime has fulfilled the requirements of a criminal act because of their actions.

The principle of legality is the basis for humans who commit criminal acts, while the principle of error is the basis for criminalizing the person. This means that the perpetrator will be punished if he makes a mistake when committing a crime, this is done when someone has made a mistake, and this moment is the time when he has something to do with criminal responsibility. At the time of committing a crime, a person will be considered guilty if he can be reproached for his actions when viewed from the social side.

According to Sudarto, a person's treatment of a criminal act applies "no crime without guilt" (k einestrafeohneschuldataugeenstrafzonderschuldataunullapoenasineculpa). This has the meaning of being deliberately covered by "Culpa". When people do these despicable things, it is the state of their souls who do wrong so that they can be blamed for their actions.

A notary can be involved in criminal liability cases and he can even be held criminally responsible if he violates what according to law includes prohibited elements. This also applies if the wrongdoer has the ability to take responsibility, so that there is a relationship between the wrongdoer and his intentional or culpable actions so that there is no evidence that he can be forgiven and his guilt removed.

If it is related to a notary who is asked to be responsible, there are questions that arise, namely in what way a notary who makes a deed based on a false statement will be asked to be criminally responsible? The applicable regulations must be a reference to answer these questions. A notary can be asked to be criminally responsible if he makes a deed based on false information, contained in other related regulations, namely Article 263 paragraph (1), 1st 264 paragraph (1), or 266 paragraph (1) of the Criminal Code. jo. Article 55 paragraph (1) of the Criminal Code. Meanwhile, a notary who commits a crime is not regulated in the provisions of the UUJN.

There are questions in this case, what are the conditions that a Notary must fulfill if he is involved and responsible with other parties to commit a criminal act:

a. There are 2 conditions when viewed from a subjective point of view: 1. The embodiment of a criminal act has an inner connection (intentional), so that an intentional act to commit a crime is directed at the realization of a criminal act. The embodiment of a crime has more or less importance here. 2. There is an inner connection (intentional) like the other participants and he knows things and even knows the treatment of the other participants.
b. If you look at it using an objective point of view, there is a relationship between the manifestation of criminal acts and the actions of people, or objectively the actions of these people have more or less a positive influence on the realization of criminal acts.

Objectively, this should focus on the things that have been done to the extent of the influence of these actions on the crime in question, which is a factor in determining the burden of responsibility that will be decided if a crime occurs.[16]

[16] Adami Chazawi, 2008, *Pelajaran Hukum Pidana (Bagian 3) Percobaan & Penyertaan*, Jakarta: PT. Raja Grafindo Persada, p. 75.

Notaries are required to fulfill the following elements in order to be criminally responsible:

a. A Notary who behaves in a criminal act. The emergence of a notary deed based on false information is the cause of the notary's suspicion of committing a crime. A notary will be responsible because according to criminal law he has committed a crime.
b. A Notary who can be responsible. He must have the ability to take responsibility to be held accountable under criminal law. As mentioned above, the ability to be held accountable is a condition for errors. The mental state of the perpetrator is the determining factor in this case, in which the mental state is the basis for imposing a criminal sentence. So that someone who is considered responsible can be held criminally responsible. The notary also applies to this provision, so that if the notary has the ability to be responsible, he will be held criminally responsible, and if he has the will and interest in the realization of a criminal act;
c. Notaries make mistakes intentionally or omission. Intentional or omission. Intentional and omission can be an element of a notary's criminal treatment in making a deed based on false information. A notary must at least intentionally or negligently have a fault in order to be held criminally responsible. So that the notary can intentionally take part in making a deed based on false information. However, there are questions about the mental attitude that leads to this crime. Like a notary who has a desire to commit a criminal act (forgery) in which he is aware of his disgraceful act and harms other parties, so the notary's treatment must be proven. (a conscious omission). In making a notarial deed, the notary can also be negligent, such as not being careful to examine the evidence seen by the appearing party or not responding carefully to the information from the appearing party.
d. Notaries who commit crimes have no reason to be forgiven. If there is no excuse for forgiveness, the notary can be held accountable. If in this case the notary is suspected of being involved in making the deed based on false information submitted by the appearer, and the notary has no If there are things that are reasons to be forgiven, then the criminal law can ask the Notary to be responsible.

The birth of a criminal act which is covered by all the involvement of people physically and psychologically who commits each act is the meaning of inclusion (*deelneming*).[17] a crime that involves people working together, doing activities that are different from each other, or acting the same way with their inner attitude towards a crime or other parties involved. However, this has differences in each individual who has a very close relationship, where one act will be supported by another act that leads to the realization of a criminal act. According to its nature, this participation or withdrawal can be divided into:

a. Stand-alone inclusion.
   People who participate in committing criminal acts are individuals referred to in this type. Each individual for all actions and actions taken is responsible for himself.
b. Inclusion that does not stand alone.
   In committing a crime, a person referred to in this type is the persuader, assistant and the one who ordered to do this. The actions of other participants will be their aspect to be responsible.Other participants can be punished if someone commits an act that can also be punished.

There are two forms of statements based on the Criminal Code, namely:[18]

a. "Maker or *dader*" in Article 55 of the Criminal Code.
b. “Assistant or *medeplichtigheid*” is regulated in Article 56 of the Criminal Code.

Article 55 paragraph (1) of the Criminal Code states that "the perpetrators (*dader*) of a crime are convicted, those who commit, those who order to do it, and those who participate in committing the act". If in the case of false information accompanying the making of the deed carried out by a notary, according to Article 55 paragraph (1) of the Criminal Code, it is known as an inclusion offense.

There are 4 groups of perpetrators who can be convicted according to article 55 of the Criminal Code:

a. perpetrator or *pleger*
b. *Advocateoruitlocker*
c. *Participateormedepleger*
d. Ordered to do or *doenpleger*

There are 2 groups according to Article 56 of the Criminal Code that can be convicted of being criminal assistants, namely:

a. When a crime is committed, they deliberately provide assistance.
b. When committing a crime, they provide information and opportunities to the perpetrators of the crime.

It is stated in Article 266 paragraph (1) of the Criminal Code "whoever orders to enter false information in an authentic deed regarding something the truth of which must be stated by the deed, with the intention of using or ordering other people to use the deed as if the statement is in accordance with the truth, is threatened, if the use can cause harm, with a maximum imprisonment of 7 (seven) years".

[17] *Ibid.*, p. 73.
[18] *Ibid.*, p. 205.

A deed made before a notary and pouring everything in accordance with the wishes and agreements of the parties appearing to an authentic deed is the definition of a party deed (Partijn akten). so that if the notary becomes "a person who participates in ordering to enter false information in an authentic deed" there must be an inner connection when the treatment of the act of entering false information is carried out with a criminal act that consciously cooperates with the party who physically wants the crime to be realized, this applies if the false information contained in the deed The notary has a statement that he was ordered to. So it will be impossible for a notary to do this, because he will harm himself if he intentionally does this, because it can destroy his current professional life. Then whether the party who appears before a notary with the aim of making an authentic deed, will he be willing if he is asked by a notary to affix a false statement to the deed he made before a notary? If the appearing party wants to do that, then there is an agreement between them which is the will of the party, so that the notary only does his job to pour the information they made into an authentic deed. So that in this case the notary cannot be decided as father or perpetrator.

The elements contained in Article 266 paragraph (1) of the Criminal Code are "whoever; ordered to enter false information in an authentic document; with the intention of using or ordering another person to use the deed as if the information is in accordance with the truth; then the act results in a loss."

Based on Article 55 paragraph (1) 1 of the Criminal Code, the perpetrators are determined to:

a. Those who participate in doing the deed;
b. Those who do; and
c. Those who tell to do.

According to Article 266 paragraph (1) of the Criminal Code and Article 55 paragraph (1) to 1 of the Criminal Code, can a notary be sentenced. The definition of a subject or perpetrator of a criminal act is the meaning of the "whoever" element contained in Article 266 paragraph (1) of the Criminal Code, in this case the notary is the position that makes the authentic deed in the party deed (*partijnakten*), so it cannot be sentenced to be the subject (perpetrator) according to Article 266 paragraph (1) of the Criminal Code. According to this article, the perpetrator is the party that asks the notary to make an authentic deed based on false information, while the notary is only asked to enter false information on the authentic deed. Then according to Article 266 paragraph (1) of the Criminal Code, a request to make an authentic deed based on false information is an act of the subject (perpetrator), so that the word "ordered" according to Article 266 paragraph (1) of the Criminal Code is that the will is only owned by the appearer who is the agent, while the notary as the party who told not to have the desire to attach false information to the authentic deed.

As regulated in Article 55 paragraph (1) of the 1st Criminal Code and related to Article 266 paragraph (1) of the Criminal Code, "participation" is difficult to prove in a notary's act in which there is participation, because the classification of "criminal acts" are those who participate and, ordering to do, and committing a criminal act. As a result, if a notary becomes a defendant as a perpetrator of "participation" as described in Article 266 paragraph (1) of the Criminal Code, so that a notary is called an actor if:

a. "To order to put false information in an authentic document.";
b. "ordered to do ordered to put false information in an authentic document. ";
c. "Participation ordered to put false information in an authentic deed. ".

If a notary becomes a person who commits or orders to place false information into an authentic deed.", it is impossible for a notary to do this because:

a. The party deed (*partiej deed*) is a form of deed made by a notary, is a deed made according to the party's request to write down everything discussed by the party in accordance with legal action.
b. "people who order to do" based on Article 55 paragraph (1) 1 of the Criminal Code are people who behave in all criminal acts, which:
    1) If it is related to the *partiej deed* made by the notary's authority, then this may not be possible, because the notary will not ask the party to write down the false information contained in the authentic deed on the deed made by the notary, unless it is desired by the party to put it in the deed.
    2) If the notary is determined to be "the person who ordered the order to put false information into an authentic deed...", the notary will also be impossible to do this, because the agreement of both parties occurred when they came to ask the notary to make the deed. which is not reasonable if a Notary who has the authority to make an authentic deed becomes a person who wishes to commit a criminal act in attaching false information to make the authentic deed they want, because there is an agreement between two parties contained in the deed.

Article 1 paragraph (1) and Article 15 of the UUJN contain statements regarding the authority of a notary in making authentic deeds. In carrying out their duties and authorities, notaries need to be protected and get guarantees to achieve legal certainty, therefore in accordance with the provisions of the UUJN which regulates the duties of notaries, so that UUJN is lex specialis of the Criminal Code, and the relationship between a notary and the appearing party must be related to the contents of Article 1869 Civil Code. Which if a deed is not in power because it has a defective form, it cannot be called an authentic deed, but has the power of being written under the hand if the parties sign the deed.

Written according to Article 266 paragraph (1) of the Criminal Code in conjunction with Article 55 paragraph (1) of the 1st Criminal Code, the imposition of a sentence on a notary who makes a party deed is an inappropriate act. This is because the elements contained in the article are not fulfilled and the elements of committing a crime are difficult to prove when it comes to the functions and powers of a notary based on the UUJN, so mistakes in applying the law can result in criminalization of the work of a notary. The implementation of Article 266 paragraph (1) of the Criminal Code on a notary makes the work of a notary who has the authority to make a deed a criminal act, regardless of the legal rules that are also related to the way the deed was made, indicates a misinterpretation of the position of a notary, and according to civil law deed that a notary makes legal evidence.

However, in the position of a notary who becomes a public official, an official deed or aktarelaas (*ambtelijke akten*) is a deed written by a notary (*door enn*) through observations that have been carried out by a notary, for example registration deed, investment price inheritance, general meeting of shareholders of a limited liability company. , or the drawing of a lottery, these things can be falsified from the deed made by a notary caused by intentional or unintentional errors.

This can threaten punishment to a notary because he has violated the provisions in Article 264 paragraph (1) 1 of the Criminal Code, which reads a letter against authentic deeds with a maximum imprisonment of eight years."

In Article 264 paragraph (1) 1 of the Criminal Code, it is written "forgery of letters is punishable by a maximum imprisonment of eight years, if committed against authentic deeds"

So that this case can make the notary responsible for criminal liability related to the deed he made based on false information if the things made by the notary have fulfilled the elements of the criminal act of counterfeiting contained in the Criminal Code, in accordance with Article 264 paragraph (1) 1 of the Criminal Code, namely "against a deed of *relaas* or deed of an official (*ambtelijke akten*)", but based on Article 266 paragraph (1) in conjunction with Article 55 paragraph (1) of the Criminal Code, against a party deed (*partijnakten*), a notary cannot be held responsible for a notary criminal.

Criminal acts related to the position of a notary are not regulated directly by UUJN, causing there is no basis for provisions in UUJN to hold a notary accountable for criminal acts. Based on Article 264 paragraph (1) 1 of the Criminal Code, if the notary is negligent or intentionally makes a deed of *relaas* or official deed (*ambtelijkeakten*) which is a deed made based on the view of the notary so that it can harm the related parties, then this can make the notary be held criminally responsible. However, cases like this also need to pay attention to the functions and powers of a notary based on the UUJN, which is an official authorized by the state as a public servant who has an interest in making authentic deeds as evidence to guarantee legal certainty. In order to be criminally accountable, the notary must be certain to fulfill the elements; treatment of criminal acts, can be held responsible; intentionally or negligently; and there is no excuse for it. In the Jurisprudence of the Supreme Court (Supreme Court Decision No. 702K/Sip/1973, dated September 5, 1973) it is stated that “The function of a Notary is only to record/write down what is desired and stated by the parties who appear before the Notary. There is no obligation for a notary to investigate materially anything (things) brought up by the appearer before the notary.

A notary deed has perfect evidentiary power as an authentic deed, so the party who reads the deed must pay attention to what it is which causes the notary not to need to search for the truth of the deed made before or by a notary. If there are parties who have doubts about the truth in the deed, the party who feels doubtful must prove the untruth of the contents of the deed.

B. Legal Consequences on Notary Deeds based on False Letters

The principle of legal presumption (*presumptio iustae causa*) must be a benchmark for evaluating a notarial deed. The assessment for a notarial deed can use this principle, in which the notarial deed will forever be considered valid until there are parties who consider the deed invalid. The filing of a lawsuit to the District Court is carried out to assess the invalidity of the deed. As long as the lawsuit continues until a court decision has a legal force determination, the notarial deed will be considered valid and binding on the parties who have an interest in the deed.

The application of the principle of legal presumption on a notary deed will apply the provisions contained in Article 84 of the UUJN, namely "the deed in question only has the power of proof as an underhand deed is no longer needed, so that the cancellation of a notary deed can only be canceled or null and void. , formal, and material, and not in accordance with the legal rules regarding the making of a notarial deed". This principle is not to be used in the evaluation of a notarial deed which is canceled by law, because the deed will be considered never to be made.

So, according to the reasons stated above, the following is the position of the notary deed:

a. Null and void;
b. Has the power of proof as a private deed;
c. Can be canceled;

d. Canceled by a court decision that has permanent legal force due to the application of the principle of presumption; and
e. Canceled by the parties themselves;

In connection with the case of the cancellation of a notary deed, it is necessary to pay attention to the provisions contained in Article 84 of the UUJN. , Article 44, Article 48, Article 49, Article 50, Article 51, or Article 52 means "which results in a deed only having evidence power as an underhand deed or a deed being null and void can be a reason for the party suffering losses to demand compensation for costs, compensation and interest from a notary."

Article 84 of the UUJN contains the following:

a. The order in which the deed is made each month is ignored by the Notary Public a does not relate to a will;
b. The notary notary does not record the delivery of the will list at the end of the month;
c. Violations by a Notary in Article 38, Article 39, and Article 40 of the UUJN.
   Regulations regarding the form and nature of the notarial deed consisting of the beginning of the deed (head of the deed), *the badanakta*, and the end of the deed (closing the pact) are regulated in Article 38. Article 39 regulates the requirements for witnesses and Article 40;
   The notary violates Article 44 of the UUJN which stipulates that immediately after the deed is read, the deed is signed by each appearer, witness, and notary, unless there is a appearer who is unable to sign by stating the reasons stated explicitly in the deed.
   The reading, translation or explanation, and signing of the deed are stated expressly at the end of the deed;
d. Violation of Article 48 UUJ by a Notary regarding the statement that the contents of the deed are prohibited from being changed by being replaced, added, crossed out, inserted, deleted, and/or written over. Changes in the contents of the deed in the form of being replaced, added, crossed out, and inserted can be made and valid if the changes are initialed or marked with other endorsements by the appearers, witnesses and notaries;
e. Violation by a Notary in Article 49 UUJN, which contains about any changes to the deed made on the left side of the deed. If a change cannot be made on the left side of the deed, then the change is made at the end of the deed, before the closing of the deed, by pointing out the part that has been changed or by inserting an additional sheet.
f. Notarism violates Article 50 of the UUJN, which affirms that if it is necessary to write out words, letters, or numbers in the deed, then the deletions are carried out in such a way that they can still be read in accordance with what was originally stated and the number of words, letters, or numbers crossed out, is stated on the side of the deed. If there is another change to the write-off, then the change is made on the side of the deed. At the conclusion of each deed it is stated whether or not there has been any change to the write-off;
g. Violations committed by a Notary against Article 51 of the UUJN contain the subject of a Notary having the authority to revise typographical or written errors even though the minutes of the deed have been signed. This revision or correction is carried out in the presence of witnesses and the appearing party as well as a notary who is responsible for the minutes and writes notes on the minutes of the original deed by writing down the date and number of the correction deed in the minutes. The parties have the right to obtain a copy of the minutes; and regarding the authority of a notary to correct written errors and/or typos contained in the minutes of the deed that has been signed. The correction is carried out before the appearers, witnesses, and the notary as stated in the minutes and provides notes about it in the original minutes of the deed by stating the date and number of the correcting certificate. and
h. Violation by a Notary of Article 52 of the UUJN, which contains the subject "Notaries are not allowed to make deeds for themselves, their wives/husbands, or other people who have a family relationship with a notary, either because of marriage or blood relations in straight lineage down and/or up without any degree limitation, as well as in the side line to the third degree, as well as being a party to oneself. or in a position or by the intermediary of power". However, this provision cannot be used if the persons mentioned in the article appear to be present in carrying out general sales activities, as long as the notary directly observes the sale, members of the meeting, or the notary's rental took part in making the minutes.

Quoted from Habib Adjie's statement, Articles 84 and 85 of the UUJN regulate sanctions against notaries which are described as follows:

a. Civil Sanctions
   Reimbursement of fees, interest and compensation demanded for a notary is a form of civil sanctions. This must be based on law that has a relationship with the Notary and the party who appears before the Notary, if there is a party who feels loss from the deed made by the Notary, the party can submit a civil claim to the Notary, so that the claim for reimbursement of costs, interest and compensation is not based on the position of the evidence that has changed in accordance with the statement of violation in Article 84 of the UUJN, but only based on the legal relationship that occurs between the appearer and the Notary;
b. Administrative Sanctions

These sanctions are in the form of:

1. Written Reprimand
2. Verbal Rebuke
3. Temporary Stop
4. Disrespectful dismissal
5. Dismissal with honor

There are 2 civil sanctions based on Article 84 of the UUJN, if the Notary violates the contents of certain articles and similar sanctions are also described in Article Other articles are as follows:

a. The notary has the power of proof such as a private deed; as well as
b. The act notary is canceled by law;

As a result of the occurrence of the notarial deed, so that the party who feels aggrieved can demand reimbursement of costs, interest, and compensation against the notary. The method of determining a notarial deed that has the power of proof as a private deed is described below;

a. If the contents of certain articles contain direct confirmation of the violations committed by the Notary, so that the party concerned, including the deed, has the power of proof as an underhand deed;
b. If the article in question does not explicitly state it as a deed that has the power of proof as an underhand deed, so that other articles which according to Article 84 of the UUJN interpret this as violating, then the deed will be canceled by law.

So this can lead to the conclusion that a notarial deed which has the power of proof as an underhand deed, if the article in question mentions it explicitly, and the article in question does not mention it firmly, then the deed will be canceled by law.

Article 1869 of the Civil Code states the limitations of notarial deed that have the power of proof under the hand, these limitations can occur if they do not meet the following provisions:

a. Public officials who are related to the deed do not have the authority;
b. Not authorized by the public official concerned;
c. Public officials related to the deed do not have the ability; and
d. The form of the deed is flawed.

Even so, the deed as mentioned above will still have the power of proof as an underhand deed if the parties sign the deed. If the notary violates the provisions written in Article 85 of the UUJN, the notary will receive administrative sanctions such as written warnings, temporary dismissals, respectful dismissals, and dishonorable discharges that apply from the level of verbal warning to dishonorable discharge.

Notaries can have an irresponsible nature and do not bear legal claims because of the defective deed he made, as long as the defect was carried out by another party, or evidence of letters or statements discussed by the client. There are things that cause legal defects but are not mistakes made by the Notary, such as original but fake identities, such as Identity Cards, Family Cards, Passports, Certificates of Heirs, Certificates, Agreements, Decrees, BPKB, Marriage Certificates, Birth Certificates and other documents. Documents originating from this party are usually a reference for a Notary in serving the general public because of his position as a public official who has the duty to represent the state in making authentic deeds.[19]

The emphasis of this problem is if the document which is actually a legal product issued by the state agency is easily falsified. The notary profession is, of course, the aggrieved party in this case. Notaries have a very big possibility if documents nowadays are more easily falsified, because the work of a notary is based on formal truth during the making of the deed, while the material truth is only confirmed by the parties and legal products when bringing the matter before a notary. If false information and untrue documents are submitted to a notary, it cannot be concluded that the deed and binding made when appearing before the notary are fake. The things that are said by the notary have an element of truth, while the notary has no responsibility and authority for the lies spoken by the appearing party, this is because the notary deed does not have a guarantee that the things conveyed by the party are true, but guarantees the parties the party said in accordance with what was contained in their deed of agreement. If there is a problem with the material aspects contained in the deed, it is better to investigate the party who intentionally appears before the notary by bringing documents and stating false things, so that the notary is not the guilty party here. In fact, the legal process does not stop at this stage, in general the Notary becomes the party accused of forming a coalition with the opposing parties in making a fake notary deed.

We know that the material aspect of a notary deed is the material of the deed, in the form of things that are written in the deed as valid evidence to the parties who want to make a deed or parties who have rights so that it applies in general. The statements written in the official deed or the information they say when they appear before the Notary must have the truth written on the deed. If the actual reality is not in accordance with the things -Things stated in the deed, the appearing party will be responsible for this. So that the contents of the

[19] Sjaifurrachman dan Habib Adjie, 2011, *Aspek Pertanggungjawaban Notaris dalam Pembuatan Akta*, Bandung: Mandar Maju, p. 26.

notary deed have the certainty of being legal evidence between the parties appearing, experts, heirs and parties who have the right to accept it.

The appearing party who states the information before the notary becomes the basic material for the notary to make a deed in order to follow the wishes of the appearer when facing the notary. The notary will not make a deed if there is no information from the party. If there is an alleged false statement that is mentioned to be included in the notary deed, this will be the cause of the fake deed. For example, a Notary writes a statement in the word Notary using a fake identity letter (for example, a fake ID card), this does not mean that the notary deed includes false information, as stated in Article 264 paragraph (1) and Article 266 paragraph (1) of the Criminal Code. given by the party, so that it becomes the responsibility of the appearing party, unless the falsehood is known by the notary.

The problem in this case is, what is the position of the notary deed whose contents are based on a false statement stated by the appearing party. Habib Adjie said that the notary who was charged with the crime did not make the deed made by the notary null and void. Things that are not right through the eyes of law, namely if the decision of the criminal court with the decision to cancel the notary deed on the grounds that the notary has been proven to have committed the crime of forgery. The things that must be done by the party who feels a loss because of the deed is to file a criminal lawsuit against the notary for the deed he made, and file a civil lawsuit to cancel the deed.[20]

According to the information previously mentioned, false information which is the basis of a Notary Deed does not make the deed null and void. Parties who feel a loss because of the existence of the deed are obliged to file a civil lawsuit in court with the aim of canceling the deed that harms them. If the Court has decided on a permanent legal basis, then the deed will be null and void.

IV. CONCLUSION

1. That the Formal and Material Requirements in the making of a Notary Deed based on a False Letter. Criminal acts related to or committed by a notary position are not specifically regulated in Law Number 30 of 2004. This law has been amended by Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Positions. Provisions regarding criminal acts committed or related to notaries are also not regulated in Law Number 2 of 2014. It can be concluded that the provisions of the Criminal Code apply to criminal acts committed by a notary.
2. That the Notary's Criminal Liability for the Deed made based on the False Letter determines if the notary who is subject to a crime does not make the deed made by the notary null and void by law. Things that are not right through the eyes of law, namely if the decision of the criminal court with the decision to cancel the notary deed on the grounds that the notary has been proven to have committed the crime of forgery. The things that must be done by the party who feels a loss because of the deed is to file a criminal lawsuit against the notary for the deed he made, and file a civil lawsuit to cancel the deed.

V. SUGGESTIONS

1. The author suggests that there is a need for a realignment of the notary's responsibilities regarding the notary deed he made, which so far has only been based on the Criminal Code. Criminal liability regarding the position of a notary is directly related to the deed made as a product of the position or authority of a notary, it is necessary to pay more attention to the rules that are related to the procedures or procedures for making the product, namely those contained in the UUJN. The Criminal Code which is used as a rule to give criminal penalties to notaries related to the product of the deed he made, shows a misinterpretation of the position of the notary and the notary deed which is evidence in the practice of Civil Law.
2. To prevent things that can involve a notary in various legal issues, both criminal law and civil law, it is necessary to enforce the law in the form of strict sanctions. One of the preventive steps that can be taken is supervision so that the notary can comply with the rules that have been made and the application of sanctions for violations of the position of the notary as a repressive measure in this case. In order to enforce administrative sanctions for notaries, it is necessary to have a supervisory instrument from the Supervisory Council to take preventive measures to encourage the sanction to be implemented obediently.

REFERENCES

Legislation:

[1] Undang-Undang Dasar 1945.
[2] Undang-Undang Nomor 2 Tahun 2014 tentang Perubahan Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris.
[3] Kitab Undang-Undang Hukum Pidana.
[4] Kitab Undang-Undang Hukum Perdata.

[20] *Ibid.*, p. 29.

Books:

[5] Abdulkadir Muhammad, 2011, *Hukum Acara Perdata Indonesia*, Bandung: Citra Aditya Bakti.

[6] Adami Chazawi, 2008, *Pelajaran Hukum Pidana (Bagian 3) Percobaan & Penyertaan*, Jakarta: PT. Raja Grafindo Persada.

[7] G.H.S. Lumban Tobing, 1983, *Peraturan Jabatan Notaris*, Jakarta: Erlangga.

[8] Herlin Budiono, 2013, *Dasar Teknik Pembuatan Akta Notaris, Cetakan ke I*, Bandung: PTCitra Aditya Bakti.

[9] Herlin Budiono, 2013, *Kumpulan Tulisan Hukum Perdata di Bidang Kenotariatan Buku Kedua*.

[10] Herry Susanto, 2010, *Peranan Notaris Dalam Menciptakan Kepatutan Dalam Kontrak*, Cetakan Pertama,Yogyakarta: FHUII Press.

[11] R. Subekti dan R. Tjitrosudibio, 2001, *Kitab Undang-Undang Hukum Perdata, Cetakan Ketiga Puluh Satu*, Jakarta: PT Pradnya Paramita.

[12] Ronny Hanitijo Soemitro, 1990, *Metodologi Penelitian Hukum dan Jurimetri*, Jakarta: PT. Ghalia Indonesia, Jakarta.

[13] Sjaifurrachman dan Habib Adjie, 2011, *Aspek Pertanggungjawaban Notaris dalam Pembuatan Akta*, Bandung: Mandar Maju.

[14] Subekti, 1996, *Hukum Perjanjian*, PT. Jakarta: Intermasa, Jakarta.

[15] Tan Thong Kie, 2011, *Studi Notariat dan Serba-Serbi Praktek Notaris*,Van Hoeve: PT Ichtiar Baru.

Journals, Scientific Articles:

[16] Irma Devita Purnamasari, S.H., M.Kn.,"Akta Notaris sebagai Akta Otentik", *https://www.hukumonline.com/klinik/a/akta-notaris-sebagai-akta-otentik-lt550c0a7450a04*,diakses tanggal 26 Juni 2022, pukul 13.40 wib.

[17] Mustofa, 21 Desember 2016, *Eksistensi Ambtelijk Acte Notaris Dalam Perspektif UUJN dan Pasal 1868 KUHPerdata*, Makalah ini disampaikan pada Seminar Revitalisasi Organisasi "Dari Kita, Oleh Kita, Untuk Kita", Pengurus Daerah Ikatan Notaris Indonesia Kabupaten Bantul.