The Nature Of A Notary Deed As Written Evidence In Civil Cases In Court

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ABSTRACT

This study uses a type of normative (doctrinal) legal research, with data sources in the form of primary legal materials, secondary legal materials, and tertiary legal materials. The research aims to examine and identify the nature of the notarial deed and to find binding strength, as well as the responsibilities of the notary as the maker of the deed, for deeds that are considered invalid or legally flawed as evidence in civil cases in court. Conclusion, (1). The essence of the Notary Deed, according to the applicable laws and regulations, is to guarantee authentic legal certainty, order and protection regarding circumstances, events or legal actions carried out through certain positions. (2). The binding power of the deed drawn up by and before a notary is that an authentic deed provides between the parties and their heirs or those who get rights from them, a perfect proof of what is contained in it. (3). The responsibility of the notary as the maker of the deed for deeds that are deemed invalid or legally flawed, namely that the notary is responsible for the deed made before him which contains legal defects or does not meet formal requirements. In this case, the notary has a moral responsibility and can be sued to provide compensation to the injured party due to the negligence of the notary in the deed he made.

Keywords: The Nature of Notary Deed; Written Evidence; Civil Cases.

INTRODUCTION

An authentic deed essentially contains formal truths in accordance with what the parties notify the notary. In addition to this, an authentic deed has the title of being the strongest, most complete and perfect means of proof if submitted in the process of resolving disputes or disputes over the rights and obligations of the parties to the dispute before a court of law as written evidence. An authentic deed does not require any other supporting evidence. Because an authentic deed is an official deed drawn up by and before an authorized official according to applicable law or legislation. The status of an authentic deed has two functions, namely the formal function (formality causa) and the function of evidence (probation is causa), meaning that the deed functions for the completeness or completion of a legal action. So, the existence of a deed is a formal condition for the existence of a legal action; besides that, the deed makes a real contribution to settling cases cheaply and quickly. The provisions regarding deeds in Article 1867 of the Civil Code (KUHPerdata) regulate 2 (two) types of deed, namely official deed and private deed; a deed made by and before an authorized Public Official based on statutory regulations is called an official deed (authentic), while a deed made by the parties and signed, is called an underhand deed. The deed is a written document that contains information, confessions and decisions, which will be used as a means of proving an event that has occurred and is legally binding for the parties who made it. According to R. Subekti and Tjitrosudibio[1], the Law Dictionary explains the meaning of the word "Acta" is the plural form of the word "actum", which means deed. In the Big Indonesian Dictionary (KBBI), it is stated that "a deed is a letter of evidence containing statements (statements, confessions, decisions) about legal events made according to applicable regulations, witnessed and ratified by official officials". They are called official officials because they are given the duties and authority of the applicable laws and regulations.

In line with the understanding stated above, Mr A. Pitlo gave an opinion that what is meant by a deed is "signed letters made to be used as evidence and to be used by the person for whom the letter was made". Likewise, Sudikno Metrokusumo gave the opinion that "a deed is a letter that is signed which contains an event which forms the basis of a

[1] R. Subekti, 2001, Law of Evidence, Jakarta: Pradnya Paramita Publishers, Jakarta.

right and an agreement, which was made from the beginning to be used as evidence". From this information, it can be concluded that the deed is a written statement signed by the interested party to prove the truth or desire as written in the document. The deed is in the form of a letter containing statements from parties who have a legal relationship made based on an agreement and indicating the rights and obligations in the existence of an agreement.

Of the two types of deeds mentioned in Article 1867 of the Indonesian Civil Code, they have the function and role of declaring a right; that is, if it is realized by an official (authentic) deed, it has strong and perfect evidentiary powers. Matters written in the deed are considered the truth and must be accepted by the judge, meaning that when the deed is brought to court as evidence, the judge cannot object and ask for additional evidence. An official (authentic) deed has characteristics, namely, made by and or before an authorized Public Official in accordance with the provisions of the law, is binding in nature with a role as a strong and perfect means of proof, meaning that this official (authentic) deed has strong legality and is very difficult to deny because it is made by a Public Official who has been authorized by law. While underhand deed is a letter made and signed by the parties concerned only, with the intention of being used as evidence about the legal events contained in it, and usually, in an underhanded deed, there are signatures of witnesses so that the deed becomes slightly stronger, but in terms of proving the deed under the hand will be weak when one of the parties does not admit or deny the truth contained in the deed.

The existence of underhanded deeds is explained in Article 1874 of the Civil Code, which states that "What is considered underhanded are deeds signed underhanded, such as registration letters, household affairs letters, and other writings made without the mediation of a Public Official". From the provisions of this article, it can be seen that a private deed is only a letter made personally by the parties in the deed without involving an authorized Public Official. This underhanded deed (underhand) has a familiar form and nature known in the traffic of social interaction of the general public and can be used as evidence of the existence of an event whose existence is only binding on the parties concerned. Regarding private deeds through the provisions of Law Number 5 of 1986 concerning State Administrative

Court, Article 101 states that a private deed can be identified by determining its characteristics, namely, the signature is made not witnessed by a public official; the form is free in accordance with the agreement of both parties, it can be denied, the witness is not strong enough if one of the parties does not acknowledge his signature. From the above description, it shows the difference between the two deeds, namely the official (authentic) deed and the underhanded deed, where the presence of a Public Official is an important element of the deed because a public official who is appointed and given the task and authority can be a guarantee the legality of the deed made by the parties who bind themselves by pouring out the agreement or stipulations in the deed they made.

Public Officials, taken from the Dutch translation "Openbare Amtbtenaren", are regulated and determined in the Indonesian Civil Code Article 1868, and the same designation of Public Officials is also used in Law Number 30 of 2004 Concerning the Office of Notaries, even by the Constitutional Court of the Republic of Indonesia (MKRI) through a Decision Number 009-014/PUU-111/2005, dated 13 September 2005 termed a Public Official as a Public Official. From this statement it can be interpreted that the designation of a Public Official has become standard or fixed in every authentic deed. Law No. 2 of 2014 concerning Amendment to Law No. 30 of 2004 concerning the Position of Notary Public, it is stipulated in Article 15 paragraph (1) that "Notaries have the authority to make authentic deeds concerning an act, agreement and determination required by laws and regulations and/or what the interested party wants to state in an authentic deed, guarantee the certainty of the date of making the deed, keep the deed, provide Grosse, copies and excerpts of the deed, all of that as long as the making of the deed is not also assigned or excluded to other officials or other people determined by Constitution". Notaries as Public Officials (Public), with the authority to make official deeds, to serve the interests of the general public, carry out some of the tasks of the Government or the State, especially those related to civil matters. Notaries, as Public Officials in carrying out their duties and profession, make official (authentic) deeds regarding agreements or stipulations, namely; Purchase agreements, lease agreements, the establishment of limited liability companies (PT) or other business entities, amendments to the minutes

of the general meeting of shareholders (GMS), the establishment of foundations and inheritance deeds, ratify signatures and determine the date of the private letter by registering it in the book special (legalization); Book private documents by registering them in a special book (warming); Verify the compatibility of the photocopy with the original document; Provide legal counselling in connection with the making of the deed. One of the legal services that regulate interactions between individuals in society is in the field of private or civil law, this interaction in the world of law is called legal relations, and legal relations in the field of civil law have distinctive characteristics and characteristics, that is, they are inclusive and binding on the parties involved. Legal relationship. Legal relations are elements of an agreement (verbintenis) that occur between two or more people in the field of assets, where one party is entitled to achievement and the other party is obliged to fulfil that achievement. An agreement can be born through an agreement (overeenkomst) or because of a law (wet); the agreement provides the largest portion and plays an important role in the occurrence of civil law relations. The birth of the agreement is based on fundamental or essential principles in civil law, namely the principle of freedom of contract as stipulated in Article 1338 of the Civil Code, namely; All agreements or agreements made legally apply as laws for those who make them. The basis for the birth of an agreement is in the existence of an agreement or, in other terms, the conformity of the will and or will between the parties having a legal relationship.

The validity of an agreement set forth in the deed must fulfil four conditions, as specified in Article 1320 of the Civil Code, namely; (1) The agreement of those who bind themselves; (2) Capable of making an engagement; (3) A certain thing and (4) A lawful cause. The element of the agreement specified in Article 1320 of the Civil Code is a very important element in the birth of an agreement because it will be the main pillar for the birth of the principle of freedom of contract; freedom of contract means that legal subjects are free to make agreements in any legal action and agreements in any form as well as with other parties. Anyone. Despite this, the principle of freedom of contract is not without limits because Article 1337 of the Civil Code stipulates that agreements made must not violate the law or conflict with decency or public order, therefore in building patterns of relations

between citizens in In the field of civil law, regularity is needed. In order to carry out this order, the state must be present in the midst of citizens as the holder of power. The orderliness of citizens and or society is a reflection of the progress of the life of the nation and state and to realize the goals of the state as aspired to in the Constitution of the Unitary State of the Republic of Indonesia and the 1945 Constitution. or his profession must be able to legally ensure that the deed he made has met the formal requirements and material requirements, both the form and procedure for making and publishing it, the material and substance of which are clear regarding the rights and obligations of the parties who have a legal relationship, which aims to guarantee legal certainty and avoid the occurrence of disputes or disputes from the parties who are legally bound. Certainty, in general understanding, has the meaning of a provision or statutes; if the word certainty is combined with the word law, then it becomes legal certainty, which has the meaning of a provision or statutory law in a country capable of guaranteeing the rights and obligations of every citizen, by him normatively a Legal certainty is when regulation is made and promulgated with certainty, clearly and logically regulated. It is clear in the sense that it does not cause doubts or is not multi-interpreted, but it is rational in nature, which will not cause clashes and obscurity of norms in its use. The notary deed made according to the form and procedure as specified in Article 1 paragraph (7) of Law Number 2 of 2014 concerning the Office of a Notary has legality as the strongest and most complete evidence carried out by a person or legal entity. It is used in various business relations, activities in the fields of banking, land affairs, social activities and others which have become demands for development and development progress in various social and economic relations, both at the national, regional and global levels.

The use of a deed made by or before a Public Official still often causes problems in the field of civil law, the deed fulfils the conditions specified by the laws and regulations, but in terms of the content of the material and substance agreed to cause legal problems, the contents of the agreement the parties specified in the engagement and agreement which are then set forth in the form of an official (authentic) deed by a notary as a public official, in its use as a strong and fullest means of evidence in the proving process, actually creates conflict and multiple interpretations regarding both formal

and material requirements, as well as material, rights and obligations of an agreement made by parties who have different interests. The validity of an agreement set forth in the deed must fulfil four conditions, as specified in Article 1320 of the Civil Code, namely; (1) The agreement of those who bind themselves; (2) Capable of making an engagement; (3) A certain thing and (4) A lawful cause. The parties that enter into a legal relationship in an agreement which is then set forth in the deed of the agreement must have the nature of a fair trial, neutral, honest and fair, may not give rise to different interpretations of what was agreed upon, certainty will be guaranteed from legal norms or rules, meaning that the parties - the party mentioned in an authentic deed must receive the same legal protection if it is used as evidence before a court hearing, then the deed drawn up by and before a notary has perfect, strong and binding evidentiary power for the parties and other parties are subject to the law, meaning that the deed authentic will not be declared defective and invalid to be used as evidence according to law. The facts and facts mentioned above have raised questions as to what the nature of a notarial deed is called an authentic deed and what is the role and legality of a notary as a public official who examines and examines carefully and seriously regarding matters agreed upon by the parties, which then poured into a deed and then becomes an official (authentic) deed but cannot be used as strong and perfect evidence, and to what extent does the notary as a public official who is given the task and authority to be able to intervene against the will of the parties in pouring out the contents of the agreement which then becomes an agreement and an agreement from both parties that will not cause disputes in the future?. And what is the responsibility of the notary as a public official regarding the deed he made? Not everything agreed upon by the parties can be contained in an authentic deed, but a public official can review every time he does certain deeds with legal certainty; that is, he is assigned or excluded. Article 16 paragraph (1) letter b of Law Number 2 of 2014 states that a notary is obliged to draw up a deed in the form of minutes of the deed and keep it as part of the notary protocol, issuing grosse deed, copies of the deed or excerpts of the deed based on the minutes of the deed. Thus, it serves as an official document.

The minutes of the deed do not apply in the event that the notary issues an unofficial deed; based on this, it can be

interpreted that the notary is also authorized to make an unofficial or private deed but is not required to save a copy or a copy of it in the notary's protocol. In its development, the need for notary services is increasing day by day, especially those relating to legal actions that are private (civil) in nature; legal actions carried out by interested parties are contained in an agreement carried out by the parties themselves and to be more binding on legal actions. The parties pour an agreement into an authentic deed drawn up by an authorized official, namely a notary. The use of deeds that also cause spillover effects in the legal, economic and social fields seriously, both in court and outside the court, so that the notary as a public official is required to be legally responsible for providing information or explanation regarding the use and function of the deed. Has been made a public official. This problem has legal consequences for the notary profession as a Public Official, and the existence of the deed issued has a direct impact on the general public both socially and economically and has caused material losses for the parties bound by the deed, based on the description and explanation stated above it is interesting to the author conducts research with the title; The Nature of Notary Deeds as Written Evidence in Civil Cases in Court.

RESEARCH METHOD

Research Type

The type of research used in this study is normative (doctrinal) legal research, with a focus on studies on statutory regulations relating to the nature of notarial deeds as written evidence in civil cases in court, all of which will be linked to the formulation of the problem that has been described. In Chapter I (Introduction). Thus this study examines and analyzes, and finds answers to each problem formulation, which focuses on the Nature of Notary Deeds as Written Evidence in Civil Cases in Court;

Research Approach:

- The Statute Approach is an approach that is carried out by examining all laws and regulations that are related to the legal issues being handled.
- Conceptual Approach, namely an approach in legal research that provides an analysis point of view of solving problems in legal research seen from the aspects of the

legal concepts that lie behind it, or even can be seen from the values contained in the norms.

- Historical approach (historical approach), namely studies and other sources that contain information about the past and are carried out systematically, or in other words, research that describes phenomena but not what happened at or at the time the research was carried out.

Types and Sources of Legal Materials

As normative (doctrinal) legal research, the types of data or materials collected are as follows;

1. Primary legal materials, namely legal materials that are binding and consist of statutory regulations, namely the Civil Code (KUHPerdata) and the Indonesian Civil Procedure Code, the Criminal Procedure Code (KUHAP), the Administrative Court Law, and the Law Notary Office.
2. Secondary materials, namely, legal materials that provide explanations regarding primary legal materials such as draft laws, research results and works from legal circles;
3. Tertiary legal materials, namely, legal materials that provide explanations or instructions regarding primary and secondary legal materials such as dictionaries and encyclopedias.

   In carrying out the document study, several data or information recordings were used, such as overview cards, quotation cards and review cards. The steps for collecting data were carried out by;

a) Search and discovery of primary and secondary legal documents or materials;
b) Document criticism (external and internal); And
c) Interpretation study.

Legal Material Collection Techniques

Data collection was carried out using a normative approach by tracing various provisions related to the nature of notarial deeds as written evidence in civil cases in court; then, the normative data found will be inventoried using the block note system.

Legal Material Analysis

The data obtained from the results of the document study were analyzed qualitatively using normative juridical analysis

methods to examine the substance of legal provisions regarding the nature of notarial deeds as written evidence in civil cases in court; The study of the substance of the legal provisions regarding the facts of the notary deed as written evidence in civil cases in court, will be seen from the perspective of legal substance, and in this research, it will always be linked to the provisions of the notary deed as evidence according to law.

RESEARCH RESULTS AND DISCUSSION

The Nature of the Notary Deed According to the Applicable Legislation

Historically, the notary institution in Indonesia that is known today was not an institution that was born on Indonesian soil. The notary institution entered Indonesia at the beginning of the 17th century with the presence of Vereenigde Oost Ind. Compagnie (VOC) in Indonesia. In 1860 the Dutch East Indies government deemed it necessary. To make new regulations regarding the position of a Notary in the Netherlands Inde to comply with the regulations regarding the position of a notary in force in the Netherlands. After Indonesia became independent on 17 August 1945, the existence of a Notary in Indonesia was still acknowledged based on the provisions of article II of the Transitional Rules (AP) of the 1945 Constitution of the Republic of Indonesia (UUD), namely: all existing laws and regulations are still valid as long as they have not been a new one shall be held according to this constitution. Since 1948 the authority to appoint a Notary has been carried out by the minister of justice, based on government regulation 1948 Number 60, dated 30 October 1948, concerning Employment, Composition, Leaders and Duties and Obligations of the Ministry of Justice. On 13 November 1945, the government of the Republic of Indonesia issued Law Number 33 of 1954 concerning Deputy Notary and Temporary Deputy Notaries. The notary who remained in Indonesia until 1954 was a notary (Dutch citizen) who was appointed by the Governor General (Gouverneur Generaal) based on Article 3 of the Regulation op Het Notaris Ambit in nederlands indie (Stbl. 1860: 3). The provisions for appointing a notary by the Governor General Gouverneur General by Law Number 33 of 1954 have been revoked, namely in Article 2 paragraph (3), and also revoked Articles 62, 62a and 63 Regulation op Het Notaris Ambit in nederlands indie (Stbl. 1860:3). In 2004 Law Number 30 of

2004 concerning the Position of Notary or called UUJN was promulgated. Article 91 UUJN has been revoked and declared no longer valid:

1. Regulation op Het Notary Ambit in nederlands indie (Stbl. 1860: 3) as last amended in the State Gazette of 1954 Number 101;
2. Ordonantie 16 September 1931 concerning Notary Honorarium.
3. Law Number 33 of 1954.
4. Article 54 of Law Number 8 of 2004 concerning Amendments to Law Number 2 of 1986 concerning General Courts.
5. Government Regulation Number 11 of 1949, Regarding the Oath/pledge of Notary Office.

   With the existence of this law, there has been a thorough renewal and rearrangement in the law governing the position of a Notary so that a unification of laws that applies to all residents in the Territory of the Republic of Indonesia can be created. The essence of the existence of a notarial deed cannot be separated from the considerations or considerations that underlie the issuance of the law on notaries. There are several considerations, namely:

1. As it is known that the Republic of Indonesia as a legal state based on Pancasila and the 1945 Constitution of the Republic of Indonesia guarantees certainty, order and legal protection, which have the core of truth and justice.
2. that in order to guarantee certainty, order and legal protection, authentic written evidence is required regarding circumstances, events or legal actions carried out through certain positions.
3. that a notary is a certain position who carries out a profession in legal services to the community and needs to get protection and guarantees in order to achieve legal certainty.
4. that notary services in the development process are increasing as one of the legal needs of society.

   Article 1 point 1 UUJN confirms that a Notary is a public official authorized to make authentic deeds and has other authorities as referred to in other laws. The Notary Office Law (UUJN) has jointly affected the Notary institution as a position (Notary Office) and notary as a profession (Notary Profession), or the term is used as an

equivalent (equivalent). As mentioned in the considerations considering letter c, namely that a Notary is a certain position that carries out a profession in legal services to the public. According to Izenic, the form or style of a Notary can be divided into 2 (two) main groups:

1. Functional Notariat in the authority of the government is delegated (gedelegeerd) and thus is suspected of having the truth of its contents, having the strength of formal evidence and having the power or power of execution. In countries that adhere to this type/form of the notary, there is a strict separation between "wettelijk" and "niet wettelijk" werkzaamheden, namely works that are based on law/law and those that are not/not in a notary.
2. Professional notaries in this group, although the government regulates their organization, the notarial deeds do not have specific consequences regarding their truthfulness, strength of evidence, as well as their executive powers.
3. The position of the notary is held or desired by the rule of law with the intention of helping and serving the public who need authentic written evidence regarding circumstances, events or legal actions. Thus, based on this, those who are appointed as Notaries must have the enthusiasm to serve the community, and for this service, people who feel served by a Notary in accordance with their duties can give an honorarium to a Notary. Therefore, a Notary means nothing if the community does not need it.

Binding Power of Deeds Made by and Before a Notary

In general, authentic deeds have the power of proof both physically, formally and materially with the following explanation:

1) The strength of birth proof (uitwenduge bewijskracht) The power of proof of birth (uitwenduge bewijskracht) is the power of proof based on the circumstances of the birth of the deed, meaning that a letter that looks like a deed must be accepted, considered and treated as a deed, until it can be proven otherwise. This external proof emphasizes that an authentic deed physically has the power to prove its validity as an authentic one. As far as the strength of this external proof is concerned,

which is complete proof is binding for the two types of the deed, namely ambterlijke aktan and partij aktan. A deed that looks from the outside as an authentic deed applies as an authentic deed to everyone; the signature of the official concerned is accepted as valid. Proving otherwise on this external aspect can only be done through the Valsheids procedure, where evidence is only permitted by letters (bescheiden), witnesses and others. In terms of this outward proof aspect, the problem is not the contents of the deed but the authority of the official who made the deed.

2) Strength of Formal Proof (formerly bewijskreacht) Formal proof of an authentic deed is proof based on the truth of what is described by the official doing the deed in the authentic deed, the truth of the date and time the deed was done, the truth of the signature contained in the deed, the truth about the identity of the parties in the deed and the place where the deed was drawn up. This proof guarantees the truth of what is contained and stated in the deed regarding the statements and signatures of the parties. With the strength of this formal proof in an authentic deed, it is proven that the public official in question has stated in writing, as stated in the deed, regarding the truth of what is described in the deed as something that was done and witnessed in carrying out his position. In a formal sense, as far as amberjelike Pakistan is concerned, it proves the truth of what was witnessed, that is, what the officials themselves saw and heard while carrying out their positions. In a formal sense, the truth and certainty of the date of a deed are guaranteed, the truth of the signature contained in the deed, the truth regarding the identity of the person present, and the place where the deed was made. In terms of this formal proof, the positions of partij Pakistan and be like Pakistan are the same.

3) Strength of Material Proof (materielle bewijskracht) Is a strength of proof that is based on whether or not the contents of the statement signed in an authentic deed are true or not. That the legal events stated in the authentic deed actually occurred so as to provide certainty over the material of the deed. Thus, proof originates from the desire for other people to assume that the contents and for whom the contents of the

statement in the deed are valid, as true information and are intended to be used as evidence for themselves. So that from this point of view, a deed only provides evidence against the parties to the deed. In material bewijskracht, it explains that regarding the certainty of what is in the deed and proves that it is legal for the parties who did the deed or those who have rights and obligations because of the deed, unless there is evidence to the contrary. This means that not only is the fact proven by an authentic deed but the contents of the deed are deemed to be proven as true against every person who orders a deed to be made as evidence against him. Basically, a notarial deed that is classified as an authentic deed has perfect evidentiary power. An authentic deed, according to the provisions of ex Article 165 HIR jo 285 Rbg Jo 1868 BW, is perfect evidence for both parties and their heirs and those who get the rights from it.

Therefore, the notarial deed does not need to be proven or supplemented with other evidence; if there is a party who claims that the deed is not true, then the party who claims it is not true is obliged to prove his judgment in accordance with the applicable legal regulations. The proving strength of this notary deed is related to the public nature of the notary's position. Based on Article 1868 of the Civil Code, "Authentic writings in the form of authentic deeds, which are made in a form that has been determined by law are made before officials (public employees) who are authorized and at the place where the deed is made". The proof is a stage that has an important role for the judge to make a decision. The evidentiary process in the trial process can be said to be central to the examination process in court. The proof is central because the arguments of the parties are tested through the verification stage in order to find the law to be applied (rechtoepasing) or discovered (rechtvinding) in a particular case.

Responsibilities of Notaries as Deeds Considered Illegal or Legally Disabled as Evidence in Civil Cases in Court

The discussion regarding the responsibilities of a notary as the maker of a deed that is deemed invalid or legally flawed as evidence in civil cases in court cannot be separated from

the discussion regarding the authority, obligations and prohibitions of a notary. In Law Number 30 of 2004 concerning the Office of a Notary, it is emphasized regarding the authority of a Notary; in this case, the authority of a notary can be stated as follows namely:

1) The notary is authorized to do an authentic deed regarding all acts, agreements, and resolutions that are required by law and/or that are required by the interested parties to be stated in the authentic deed, guarantee the certainty of the date of making the deed, keep the deed, provide grosses, copies and excerpts of the deed, all of that as long as the making of the acts is not assigned or excluded to other offices or other people designated by law.
2) Authorized notary also:

1. legalize the signature and determine the certainty of the date of the letter under the hand by registering it in a special book;
2. book private documents by registering them in a special book;
3. make a copy of the original private documents in the form of a copy containing the description as written and described in the letter concerned;
4. verify the compatibility of the photocopy with the original document;
5. provide legal counselling in connection with the making of the deed;
6. making deeds related to land; or
7. make a deed of minutes of the auction.

In addition to the authorities referred to above, the notary has other authorities which will be regulated further in the laws and regulations. In addition to the authority in carrying out his position, a Notary formally and legally has various obligations, which can be stated as follows:

1. Act honestly, thoroughly, independently, impartially, and protect the interests of the parties involved in legal actions;
2. Make a deed in the form of minutes of the deed and save it as part of the notary protocol;
3. Issuing grosse deed, copy of the deed, or collection of deed based on minutes of the deed;
4. Provide services in accordance with the provisions of this law unless there is reason to refuse it;

5. Keep everything confidential about the deed he made and all the information obtained in order to draw up the deed in accordance with the oath/pledge of office unless the law determines otherwise;
6. Binding the deeds made in 1 (one) month into a book that contains no more than 50 (fifty) deeds, and if the total number of deeds cannot be contained in one book, the deeds can be bound into more than one book, and record the number of minutes of the deed, month, and year of manufacture on the cover of each book;
7. Make a list of the deed of protest against non-payment or non-receipt of securities;
8. Make a list of deeds related to wills according to the order of time of deed making every month;
9. Sending the list of deeds referred to in letter h or the list of zeros relating to wills to the list of testament centres of the department whose duties and responsibilities are in the notary sector within 5 (five) days in the first week of each following month;
10. Record in the repertorium the date of sending the list of wills at the end of each month;
11. Have a stamp/stamp that contains the national emblem of the Republic of Indonesia, and in the space surrounding it is written the name, position, and location of the person in question;
12. Read the deed before the appearers attended by at least 2 (two) witnesses and signed at the same time by the appearers, witnesses and notary public;
13. Accepting apprenticeship as a notary candidate.
14. Keeping minutes of the deed, as referred to in point 2 above, does not apply in the case that the notary issues the deed in the original form.

    The original deed referred to above in point 14 is meant to be a deed:

1. payment of rent, interest, and pensions;
2. cash payment offers;
3. protest against non-payment or non-receipt of securities;
4. power of attorney;
5. ownership statement; or
6. other deeds based on statutory regulations.

   The original deed, as referred to above, can be made in more than one copy, signed at the same time, form and content, provided that in each deed, the words "applies

as one and one applies to all". Containing power of attorney whose name has not been filled in with the name of the proxy can only be made in 1 () copy. The shape and size of the stamp/stamp as intended is stipulated by a Ministerial Regulation. The reading of the deed, as referred to in point 12, is not required if the appeared wishes that the deed is not read out because the appeared has read, knows, and understands its contents, provided that this is stated in the cover of the deed and on each page of the Minutes of the Deed initialled by the apparel, witness, and notary. If one of the requirements for the notary deed referred to above is not met, then the deed of the person concerned only has the power of proof as a private deed. The provisions referred to above do not apply to the making of a will. In relation to the responsibilities of a notary, there are also restrictions for a notary, namely as follows:

1. Running a position outside the area of the office;
2. Leaving the territory of his office for more than 7 (seven) consecutive working days without a valid reason;
3. Acting as a state official;
4. Concurrent position as a national official;
5. Concurrent position as an advocate;
6. Simultaneously holding a position as a leader or officer of a state-owned enterprise, a district-owned enterprise or a private enterprise;
7. Acting as a Land Deed Maker's Office outside the territory of the Notary Department;
8. Become a Substitute Notary; or
9. Doing other work that is contrary to religious norms, decency, or decency that can affect the honour and dignity of the notary's position.

In the correct legal (notarial) order regarding a notarial deed, and if a notary deed is disputed by the parties, then:

a) The parties come back to the notary to make a cancellation deed on the deed. Thus, the cancelled deed no longer binds the parties, and the parties bear the consequences of the cancellation.
b) If the parties do not agree that the deed in question is to be cancelled, one of the parties can sue the other party with a lawsuit to degrade the notarial deed into a private deed. After delegation, is it still binding on the parties, or is it cancelled? This depends on the judgment and evidence of the judge. If in another position, namely, one

party feels disadvantaged from the deed made by a notary, the party who feels disadvantaged can file a lawsuit in the form of a claim for compensation to the notary concerned, with the plaintiff's obligations, namely in a lawsuit it must be proven that the loss is a direct result from the notarial deed. In both positions, the plaintiff must be able to prove what the notary violated from the outward aspect, the formal aspect, and the material aspect of the notary deed.

In relation to the responsibility of a notary, the deed must be drawn up in the form determined by law. When the Notary Office Regulations (PJN) are still being applied to the notaries, it is doubtful whether the deed made is in accordance with the law. The first regulations for Indonesian notaries are based on instructions voor de Notarissen Resident in Nederlands Indie with stable. No. 11, dated 7 March 1822, then with the Regulation op het Noratis ambt in Indonesia (Stb. 1860: 3), and this regulation came from Wet Op het Notarisambt (1842), then the regulation was translated into PJN. Even though notaries in Indonesia are regulated in the form of regulations, and institutionally with Law Number 33 of 1954, which does not regulate the forms of deeds. After the birth of the UUJN, the existence of a notarial deed was confirmed because the form was determined by law; in this case, it was determined in Article 38 UUJN. An authentic deed must be made according to the form and procedure determined by law. Likewise, with the notarial deed, where the structure of the deed and formal procedures as a deed has been regulated in detail in the UUJN, this is stated in Article 38 of the UUJN concerning the formal form of a notary deed. An authentic deed must be made based on the form stipulated in the law, which at least contains provisions regarding the date, and place where the deed was made governing the name and position or position of the official who made it. The public official by or before whom the deed was made must have the authority to make the deed. According to Article 1 UUJN, it is explained that a notary is a public official who is the only one authorized to do an authentic deed. This is also emphasized in Article 1 UUJN, where it is stated that a notary is a public official authorized to make authentic deeds.

Relevance of Research Results with Theory

As stated in Chapter II, one theory that is very relevant to this

research is the theory of legal purposes, which can be studied from three perspectives, namely;

1. From the point of view of legal philosophy, the purpose of law is emphasized in the aspect of justice;
2. From normative legal science, the purpose of the law is emphasized in terms of legal certainty;
3. From the point of view of legal sociology, the purpose of law is emphasized in terms of expediency.

   Gustav Radbruch mentions in his terms the three basic ideas of law or the three basic values of law, namely justice, benefit and legal certainty; in fact, these are also the objectives of law in another sense. In relation to this theory, the Notarial Deed is very relevant to the three basic values of law, namely justice, benefit and legal certainty. Expediency. Facing such conditions, Gustav Redbruch uses what he calls the priority principle. The first priority always falls on justice, then benefit and finally, legal certainty. Benefits and legal certainty may not conflict with justice, as well as legal certainty may not conflict with justice.

In relation to the Notary Deed, legal certainty as a legal objective must be prioritized because the existence of a Notary deed guarantees the existence of legal certainty regarding the contents of a Notary deed. As it is known that a Notary Deed, which is an authentic deed, is perfect proof. In Article 1870 of the Civil Code, it is emphasized that "An authentic deed provides between the parties and their heirs or people who receive rights from them, a perfect proof of what is contained in it". Thus, legally and formally, a notarial deed theoretically guarantees perfect legal certainty about what is contained therein. Authentic deed, as the strongest and fullest evidence, has an important role in every legal relationship in people's lives. As a perfect means of evidence, it means that the truth stated in the notarial deed does not need to be proven with the help of other evidence. The law gives such evidentiary power to the deed because the deed is drawn up by or before a notary as a public official who is appointed by the government and is given the authority and obligation to serve the public/public interest in certain matters. Therefore, the notary participates in exercising authority in government.

Furthermore, if viewed from the philosophy of law, the authentic deed of a notary aims to realize or realize justice for the parties, for example, creditors and debtors who go to

a notary to take care of legal action. In general, justice is only seen from the party receiving the treatment, so an assessment of justice is generally only from one party, namely the party receiving the treatment, whether the party treating the action or policy cannot claim that the action or policy is considered unfair, because therefore, justice should not be seen only from one side, but must be seen from both sides, for example, justice for the parties who appear before the notary for the matter of an authentic deed. A deed issued by a notary can also be studied from the side of justice; it is necessary to see the distribution of justice according to Aristotle, namely:

1. Distributive justice (Justitia distributive/ distributive justice).

   Distributive justice, that is, proportional justice, is something that can be said to be fair if everyone can get what is their right or allotment. This ratio is not the same for everyone because it really depends on wealth, birth, education, ability and so on. An example of this distributive justice is the problem of paying taxes; that is, a large businessman will be burdened with greater taxes compared to a small businessman, or someone who lives below the poverty line will receive more electricity subsidies than someone who is richer.
2. Keadilan Kommutatif (commutative justice/remedial justice).

Commutative or corrective justice is something that can be said to be fair; if everyone gets the same amount, everyone is treated the same regardless of position, and so on, as in an agency, all employees are given the same amount of holiday allowance without differentiating their respective positions and ranks. Conversely, distributive justice is the business of the government or legislators, so realizing commutative justice is the duty of judges in court. The judge pays attention to the relationship of individuals who have the same position (processual) without discriminating between people.

In this regard, according to Sudikno Mertokusumo[2], the law aims to realize justice as if the law is synonymous with justice, when in fact, the law is not synonymous with justice because legal regulations do not always create justice. Furthermore, a notarial deed can also be studied for legal purposes in terms of the expediency approach. From the point of view of

[2] Sudikno Mertokusumo, 2005, Know the Law, Liberty Yogyakarta Publisher.

the sociology of law or utilitarian theory, the law aims solely to provide maximum benefit or happiness for as many people as possible, in this case, the parties or the public who will utilize the services of a notary. This view is based on a social philosophy that every member of society seeks benefit/happiness, and the law is one tool with certainty. In this connection, according to Sudikno Mertokusumo, in an effort to enforce the law, including the law on notary positions, three elements of legal objectives must always be considered; legal certainty is justifiable protection against arbitrary actions, which means that someone will be able to obtain something that is expected under certain circumstances. The community expects legal certainty because, with legal certainty, the community will be more orderly; on the other hand, the law is also tasked with creating legal certainty because the law aims to maintain and maintain order.

In addition, the public also expects the presence of a notarial deed to benefit. Law enforcement in the notary deed aspect is to regulate human beings, so law enforcement or law enforcement must provide benefits and/or benefits directly or indirectly to the community, which in this case are community members who need a notary deed. Based on the description above, it seems clear that the theory of legal purposes known so far by legal scientists, namely legal certainty, justice and benefit, is very relevant to the existence of a notarial deed.

Findings (Novelty)

1. That the theory of the purpose of the law that has been known so far by legal scientists, namely legal certainty, justice and benefit, is very relevant to the existence of a notarial deed.
2. That a notarial deed provides between the parties who carry out legal actions or people who get rights from them, a perfect proof of what is contained in it
3. The essence of the Notary Deed, according to the applicable laws and regulations, is to guarantee authentic legal certainty, order and protection regarding circumstances, events or legal actions carried out through certain positions.
4. The binding force on the deed made by and in front of the notary is that as an authentic deed, it provides, between the parties and their heirs or those who get

rights from them, perfect proof of what is contained in it.

5. The responsibility of the notary as the maker of the deed for deeds that are deemed invalid or legally flawed, namely that the notary is responsible for the deed made before him which contains legal defects or does not meet formal requirements. In this case, the notary has a moral responsibility and can be sued to provide compensation to the injured party due to the negligence of the notary in the deed he made.

CLOSING

Conclusion

1. The nature of the Notary Deed, according to the applicable laws and regulations, is to guarantee authentic certainty, order, and legal protection regarding circumstances, events, or legal actions carried out through certain positions.
2. The binding power of the deed made by and in front of the notary is that as an authentic deed, it provides, between the parties and their heirs or those who get rights from them, perfect proof of what is contained in it.

3. The responsibility of the notary as the maker of the deed for deeds that are considered invalid or legally flawed, namely that the notary is responsible for the deed made before him which contains legal defects or does not meet the formal requirements. In this case, the notary has a moral responsibility and can be sued to provide compensation to the injured party due to the negligence of the notary in the deed he made.

Suggestion

1. So that the notary in doing the deed avoids having a deed that can contain legal defects or does not meet the formal requirements in order to fulfil the responsibilities of the notary as the maker of the deed, so to avoid doing a deed that is considered invalid or legally flawed.
2. So that a Notary, in doing a deed, really pays attention to all the requirements, both formal and non-formal requirements and the process of doing a deed, as regulated in various applicable laws and regulations.

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