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The Role And Responsibilities Of A Notary Make A Deed That Violates The Law In Indonesia

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Abstract

The role and responsibilities of notaries in making deeds are clearly regulated in Law 30/2004, which was amended by Law 2/2014. In carrying out the role and responsibilities of notaries in making these deeds, there are consequences that must be faced, namely in criminal and civil cases, including notaries in Decision 417/PID/2024/PT SBY, TULUS WIDODO legally and convincingly proven guilty of committing the crime of embezzlement, and sentencing the defendant to a prison sentence of 3 (three) years and 6 (six) months and in Decision 312/ PID/2024/PT DKI, Muhammad Sidiq legally and convincingly "Making a Forged Document in the Form of an Authentic Deed", and sentencing the Defendant to 2 (two) years' imprisonment. In civil case in Decision 5/Pdt /2018/PT MDN, declaring by law that Emmy Wilis 's actions in issuing Deed of Grant No. 4 dated May 15, 2004, were unlawful but in Decision 219 PK/Pdt/2025. Declaring that Deed of Sale and buy Agreement Number 58 dated June 23, 1995 and Power of Attorney to Sell Number 59 dated June 23, 1995, drawn up by Notary A.Y.B. Gunarto, are valid and legally binding. Thus, it can be be said that in terms of the role and responsibility of a notary in making deeds that violate the law, in court decisions, some are proven guilty of violating the law, but there are also those who are proven not to have violated the law, but the deeds that have been made are legalized and confirmed by court decisions.

Keywords: Role and Responsibilities of a Notary, Make a Deeds, Violates of Law.

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INTRODUCTION

A notary is a public official who has a very important role and responsibilities in the legal system in Indonesia. As an official who is authorized to make authentic deeds, a notary is tasked with providing legal certainty for every agreement or transaction made by the parties. An authentic deed made by a notary has higher evidentiary power in court when compared to a deed made without the involvement of a notary (Afif et al., 2024; Wiguna & Bagiastra, 2025). Therefore, the deed resulting from the notarization process has a very important position in various legal transactions, such as sales and purchase agreements, grants, trusts, and so on (Chazawi, 2005). An authentic deed not only provides legal protection for the parties involved, but also provides a guarantee that the contents of the deed are valid and do not conflict with applicable laws (Wiguna & Bagiastra, 2025).

Throughout its history, notaries have had a long history both in Indonesia and abroad. According to Dhoni Martien, that: The origin of the word Notary is from the word Notariat, which comes from the name of its servant, namely "Notarius," namely a group of people who are experts in carrying out certain writing tasks. The name notarii comes from the word "Nota Literaria," which means written signs or characters that they use to write or illustrate words (Dhoni, 2023).

Looking at its country of origin, the notary institution originated in Northern Italy in the 11th or 12th century BC, when Northern Italy was a powerful trading center. This region was the birthplace of the notary institution, later known as "Latijnse Notariaat," and the characteristics or traits of this institution are reflected in today's notaries, namely (Dhoni, 2023):

1. Appointed by the general authority;
2. For the benefit of the general public and;
3. Receives service fees (honorarium) from the general public.

The name "Notarii" was first given to those who recorded or transcribed Cato's speeches in the Roman Senate. Later, in the 5th century, the term "Notarii" came to refer to court officials who performed various purely administrative tasks for the emperor's counsel (Dhoni, 2023).

According to G.H.S. Lumban Tobing, the word "notary" comes from the word "nota literaria," which is a written mark or character used to transcribe or illustrate sentences conveyed by a source. The mark or character in question is a mark used in shorthand (stenography). Notaries, as known during the "Republik der Verenigde Nederlanden" era, began to enter Indonesia at the beginning of the 17th century with the presence of the "Oost Ind. Compagnie" in Indonesia (Closen & Dixon III, 1992; Nurmayanti & Khisni, 2017; Tobing, 1980).

On August 27, 1620, a few months after Jacatra was made the capital (it was renamed

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"Batavia" on March 4, 1621), Melchior Kerchem, Secretary of the "College van Schepenen" in Jacatra, was appointed as the first notary in Indonesia. The deed of appointment of Melchior Kerchem as notary also briefly included an instruction outlining his scope of work and authority, namely to carry out his duties in the city of Jacatra for the public interest. He was tasked with carrying out this work in accordance with the oath of allegiance he swore at the time of his appointment before Baljuw in the Batavia Castle (now known as the Ministry of Finance building – Lapangan Banteng), with the obligation to register all documents and deeds he made, in accordance with the contents of that instruction (Tobing, 1980).

Five years later, on June 16, 1625, after the position of "public notary" was separated from the position of "secretaries van den gerechte" by a decree of the Governor General dated November 12, 1620, the first instruction for notaries in Indonesia was issued, which contained only 10 articles, including the provision that notaries must first be tested and sworn in (Tobing, 1980). From the arrival of notaries in Indonesia until 1822, this notary was only regulated by two rather detailed regulations, namely from 1625 and 1765 (Tobing, 1980). In 1822 (Stb. No. 11) the "Instructie voor de notarissen in Indonesia" was issued, consisting of 34 articles. In 1860, a regulation concerning Notaries was enacted, intended to replace the old regulations, namely PJN (Notaris Reglement), which was promulgated on January 26, 1860 in Staatblad Number 3 and came into effect on July 1, 1860. This became a strong foundation for the institutionalization of notaries in Indonesia (Tobing, 1980).

According to Salim HS, a notary in English is called a notary, while in Dutch it is called a van notaris. Notaries play a crucial role in legal proceedings, particularly in civil law, as they are public officials with the authority to draw up deeds and perform other duties. Article 1 of the 1860 State Gazette Number 3 concerning the Regulations on the Position of Notaries in Indonesia (reglement op het notaris-ambt in indonesie) defines the term notary. Notaries are public officials, specifically authorized to make authentic deeds regarding all deeds, agreements and decrees, which are ordered by a general law or desired by interested people, which will be proven by authentic writing, guarantee the day and date, keep the deeds and issue grosse-grosse, copies and quotations thereof, all of which as long as the making of these deeds by a general law is not also assigned or handed over to officials or other people (Salim, 2015).

Article 1 of the Republic of Indonesia Law 2/2014 states, (1) A notary is a public official who is authorized to make authentic deeds and has other authorities as referred to in this Law or based on other laws. The definition of a notary according to the Indonesian Dictionary is: a person who has received power of attorney from the government (in this case the Department of Justice)

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to validate and witness various agreements, wills, deeds, and so on.

In State of Wisconsin, A notary public is an individual issued an appointment by the Secretary of the Wisconsin Department of Financial Institutions to serve the public as an impartial witness, performing notarial acts as are allowed or required by law. In Saudi Arabia, Notary Public: A legally and Shariah qualified government official who is appointed to the position of a notary public or chief notary public and who has the jurisdiction to notarize contracts and declarations.

Notaries are a legal profession, and thus a noble profession (officium nobile). It is called an officium nobile because the notarial profession is closely related to humanity. Deeds drawn up by a notary can serve as the legal basis for a person's property, rights, and obligations. Mistakes in a notarial deed can result in the revocation of a person's rights or the imposition of obligations (Ansori, 2009).

In Rhode Island, according to Gregg M. Amore, A Notary Public is an official of integrity commissioned to a four- year term by the Governor to serve the public as an impartial witness to the identity, comprehension, and intent of a person requesting a notarial act. Each act requires a notary to attest that certain formalities have been observed. Every notarial act affects the legal rights of others. A notary may be held personally responsible for improper, negligent or fraudulent acts (Amore, 2024).

The role of the notary is a public official that is to say as the hands of the representative government to boost the economy if there is no participation of notaries at enhancing the economy of Indonesia, the Indonesian economy could not move forward because of all those associated with the business entity permission or establishment must be through a notary for stage notary to give legal certainty in the field of engagement and agreement (Muhammad, 2022; Prasetyo et al., 2020).

For example, through product deed of Limited Liability Company business. The country's economy will be crippled if the rule of law in the field of administration of private and assigned to the notary stopped in one day. Their transactions are not running, the economy will be crippled. Legal certainty into the spirit of the economy, particularly with respect to the owners and users of big capital (macroeconomic). The complexity of the work and problems faced by owners and capital use higher, because the risks they face are also getting bigger and thus require legal certainty of the presence of (Product) created an authentic deed notarized (Prasetyo et al., 2020; Rabanirajona, 2020).

Through the role of the notary enterprises obtain legal certainty and a clear legal protection, because it could be feared at this time when the venture capital base when used for

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terrorist funding, money laundry. Thus, in the manufacture of a Limited Liability Company is not everyone can create a Limited Liability Company, if it is his intention to business / business must have not only the capital but many so many releason releason means not only a lot of reasons but not a lot of results (Prasetyo et al., 2020).

As a public official, a notary has the authority to create authentic deeds as written evidence. The notary's position is crucial in supporting law enforcement through the performance of their duties as a public official authorized to create a legal product, namely an authentic deed with perfect evidentiary force, to help create legal certainty for the public. Notary is a noble legal profession, and therefore the notary profession is a noble profession (nobile officium). It is called nobile officium because the notary profession is so closely related to professions related to humanity.

Law of the Republic of Indonesia Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public is the law that regulates the position of Notary Public in Indonesia. This law, which regulates the position of Notary Public, is expected to serve as a clear guideline for Notaries. It also regulates the sanctions that Notaries will face if they violate these regulations. Thus, a Notary in carrying out his/her duties must pay attention to existing legal and ethical norms or regulations and be based on the principle of caution, because negligence or carelessness on the part of a Notary can cause legal problems in the future.

Based on the background of the problem as described above, the research problem in this study are as follows: how are legal norms applied towards notary public make a deed as stipulated in Law Number 30/2004 concerning the Office of Notaries, as amended by Law Number 2/204? And what are the roles and responsibilities of the Notaries public in making deeds that violate the law?

DISCUSSION

Legal Norms Applied Towards Notary Make a Deed

In Law 30/2004 concerning the Position of Notary Public which was amended by Law 2/2014, the position of notary public has been regulated, namely the Appointment and Dismissal of Notary Public, Authority, Obligations and Prohibitions, Place of office, Formation and Area of Office of Notary Public, Notary Public Leave and Substitute Notary Public, Honorarium, Notary Deeds, Taking Minutes of Deeds and Summoning Notaries, Supervision and Notary Organization.

A Notary is authorized to make authentic deeds regarding all acts, agreements and determinations required by statutory regulations and/or desired by the interested party to be

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stated in an authentic deed, guarantee the certainty of the date of the deed's creation, store the deed, provide a grosse, copy and extract of the deed, all of which are as long as the creation of the deed is not also assigned or excluded to another official or other person determined by law. In addition to the authority referred to above, a Notary is also authorized to:

1. certifying signatures and establishing the date of private letters by registering them in a special book;
2. logging private letters by registering them in a special book;
3. making copies of the original private letters, containing the descriptions as written and illustrated in the letter in question;
4. certifying the suitability of the photocopies with the originals;
5. providing legal advice regarding the preparation of deeds;
6. preparing deeds related to land; or
7. preparing auction minutes.

In Saudi Arabia, A notary public shall have the competence to notarize legal contracts and declarations, issue deeds associated therewith as per the provisions of Shariah principles and applicable laws, and perform any tasks to be entrusted to him by the Ministry, unless a law or instructions stipulates an exception of any thereof. He shall particularly notarize the following contracts and declarations:

1. Transfer of ownership of real property;
2. Mortgages and redemption thereof;
3. Company contracts;
4. Receipt of financial amounts and compensations;
5. Acceptance of housing and agricultural grants;
6. Powers of attorney based on declarations;
7. Revocation or abandonment of a power of attorney, either by the agent or the principal;
8. Wills or revocation thereof;
9. Assignment of financial amounts, assets, or nationalities;
10. Security and redemption thereof; and
11. Consensual division between adults.

In Singapore based on Notaries Public Act 1959, (3) Without prejudice to the generality of the powers and functions conferred by subsection (1), a notary public may

1. administer any oath or affirmation in connection with any affidavit or statutory declaration which is executed

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a. for the purpose of confirming or proving the due execution of any document;
b. by any master or member of the crew of any vessel in respect of any matter concerning the vessel; or
c. for the purpose of being used in any court or place outside Singapore;

2. take or attest any affidavit or statutory declaration referred to in paragraph (a); and
3. have and exercise such other powers and functions as may be prescribed.

Meanwhile in Indonesia, in carrying out their duties, a Notary Public is obligation to:

1. act in a trustworthy, honest, thorough, independent, impartial manner, and safeguard the interests of the parties involved in legal acts;
2. prepare a Deed in the form of Minutes of Deed and retain them as part of the Notarial Protocol;
3. affix letters and documents, as well as the fingerprints of the parties appearing to the Deed to the Minutes of Deed;
4. issue a Grosse Deed, a Copy of the Deed, or an Extract of the Deed based on the Minutes of Deed;
5. provide services in accordance with the provisions of this Law, unless there is a reason to refuse;
6. maintain the confidentiality of all matters concerning the Deed they prepare and all information obtained for the preparation of the Deed in accordance with their oath/pledge of office, unless the law stipulates otherwise;
7. binding the Deeds made within 1 (one) month into a book containing no more than 50 (fifty) Deeds, and if the number of Deeds cannot be contained in one book, the Deeds can be bound into more than one book, and record the number of Deed Minutes, month and year of preparation on the cover of each book;
8. make a list of deeds of protest against non-payment or non-receipt of securities;
9. make a list of Deeds relating to wills in order of when the Deeds were made each month;
10. send a list of deeds or a list of nil relating to wills to the center for the list of wills at the ministry that handles government affairs in the legal sector within 5 (five) days in the first week of each following month;
11. record in the repertory the date of delivery of the register of wills at the end of each month;
12. has a seal or seal containing the state symbol of the Republic of Indonesia and in the space surrounding it is written the name, position and place of the relevant position;

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13. read the Deed in front of the presenter in the presence of at least 2 (two) witnesses, or 4 (four) special witnesses for making the Deed of Will privately, and signed at that time by the presenter, witness and Notary; and
14. accepting apprentice Notary candidates.

As comparison in State of Hawaii, "A notary must perform the notary's official duties with integrity, diligence, and skill. The notary's duty is not confined to the one to whom the notary directly renders service, but it extends to all persons who may be affected by the notary's act." The powers and duties vested in the notary are personal to the notary and should never be delegated. In other words, a notary should not allow a clerk or deputy to perform a notarial act for the notary. Under Hawaii law, the duties of a notary public are generally confined to performing the following notarial acts (State of Hawaii, Department of the Attorney General, Notary Public Program, 2021):

1. Taking an acknowledgment -- "An acknowledgment is a public declaration or formal statement of the person executing (signing) an instrument made to the official authorized to take the acknowledgment, that the execution of such instrument was his or her free act and deed. The written evidence of an acknowledgment is the certificate of the officer who takes the acknowledgment, which states in substance that the person named in the acknowledgment was known to and appeared before the officer and acknowledged the instrument to be the person's act and deed."
2. Administering an oath, affirmation, or affidavit -- An oath is "a solemn pledge or promise made by a person (often called the affiant) with an appeal to God, or a Supreme Being, to attest to the truth of the person's words." An affirmation is "a solemn statement or declaration made as a substitute for a sworn statement by a person whose conscience will not permit the person to swear at all." An affidavit is "a written or printed statement of facts, made voluntarily, and under oath or affirmation of the party making it, taken before an officer having authority to administer such oath."
3. Taking a deposition –- "The term 'deposition' is sometimes used in a broad sense to describe any written statement verified by oath; but in its more technical and appropriate sense, the meaning of the word is limited to the written testimony of a witness given in the course of a judicial proceeding, either at law or in equity, in advance of the trial or hearing upon oral examination or in response to written interrogatories and where an opportunity is given for cross-examination."

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4. Noting a protest -- A protest is a "formal declaration made by a person in interest or concerned in some act about to be done, or already performed, whereby the person expresses the person's dissent or disapproval, or affirms the act against the person's will. The object of such a declaration is to preserve some right which would be lost if the person's implied assent could be made out or to exonerate the person from some responsibility which would attach to the person unless the person expressly negatived the person's assent."

In noting a protest, a notary writes down how and when one performed certain acts the notary was called upon to perform. For example, in noting a protest of negotiable paper, a notary may declare in writing under the notary's seal, that at the request of the holder of a bill or note, the notary presented said bill or note to a third party for payment, but said payment was refused for certain reasons, whereupon the notary notified certain parties of the refusal (State of Hawaii, Department of the Attorney General, Notary Public Program, 2021).

In Indonesia, Notaries are prohibited from:

1. holding office outside their jurisdiction;
2. leaving their jurisdiction for more than 7 (seven) consecutive working days without a valid reason;
3. holding concurrent positions as a civil servant;
4. holding concurrent positions as a state official;
5. holding concurrent positions as an advocate;
6. holding concurrent positions as a leader or employee of a state-owned enterprise, regionally-owned enterprise, or private enterprise;
7. holding concurrent positions as a Land Deed Official and/or Class II Auction Official outside the Notary's domicile;
8. serving as a Substitute Notary; or
9. engaging in other work that is contrary to religious norms, morality, or propriety and could affect the honor and dignity of the Notary's office.

Notaries who violate the provisions referred to above may be subject to sanctions in the form of:

1. written warning;
2. temporary suspension;
3. honorable dismissal; or
4. dishonorable dismissal.

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While the powers of a notary may vary somewhat from one place to another, the standard of service for a notary does not. The standard of responsibility of a notary is almost uniform, one of objective reasonable prudence, which means that according to the law a notary must act as a reasonable notary will act in the same circumstances. Subjective standards about whether a notary acted in such a way that he or she has a clear conscience about the incident are rarely enforced, and rarely adopted (Lubis et al., 2023; Maharani et al., 2019).

Knowing the importance of the duties and position of a Notary in society and the evidentiary power of the authentic deeds they produce, it can be said that the position of Notary is a position of trust. This position of trust, granted by law and society, obliges a Notary to be responsible for carrying out this trust to the best of his or her ability, upholding legal ethics, the dignity, and the nobility of his or her position. In practice, Notaries are often involved in civil, criminal, and administrative legal cases, either as witnesses or as suspects.

As public officials, Notaries are required to be accountable for the deeds they produce. If a deed later turns out to be disputed, it is necessary to question whether this deed was the fault of the Notary or the fault of the parties who failed to provide honest information to the Notary. A notary's involvement in a legal case is caused by errors in the deed they draft, either due to the notary's own error or the error of the parties, or by one of the parties failing to provide accurate information or documents (lack of good faith on the part of the parties or one of the parties), or by an agreement between the notary and one of the parties that results in losses for the other party.

In implementing notarial legal norms in making deeds with all its roles and responsibilities in various matters and fields, including the concept of cyber notarial deeds (Iskhak et al., 2019; Lubis et al., 2023; Muhammad, 2022), legal review of notary who violate the come of professional ethics in preparing share sale and buy deeds (Ahmadi, n.d.; Arsy et al., 2021; Febriyanti, 2019; Hotimah & Tarmidi, 2025; Rahmadanti, 2022; Vadilla et al., 2023), notary's authority in making a deed of sale and buy of crypto assets (Latifah, 2021; Mumpuni, 2022; Saly et al., 2023; Yuniar et al., 2023), a notary's responsibility in preparing deeds outside their working area (Cahyawati, 2022; Sudomo et al., 2023), the role and responsibilities of a notary in making a deed of gift/grant agreement for land that has not yet been certified (Praptaningrum, 2024), notary's responsibility for the deed of minutes of the general meeting of shareholders made via electronic media (Harahap, 2023), notary responsibility for reporting copies of the register of deeds to the regional supervisory council (Farokah, 2016; Smith, 2006), notary's responsibility for making deeds and storing minutes of deeds electronically (Reno, 2022), notary responsibility for authentic deeds that

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indicate criminal acts (Dharsana & Kresnadjaja, 2023; Yanri, 2019).

Various other matters and areas of application of legal norms in making deeds are, the role and responsibilities of notaries as members of the notary supervisory council according to law 30/2004 (Soetopo, 2024; Utama, 2021), role of notary in abroad and Indonesia (Rabanirajona, 2020), limitation on the number of notarial deeds by the central honorary council of the Indonesia notary association (Kartikosari & Sesung, 2017), the role of a notary process of making the acquisition or share acquisition in the order to realize the practice healthy business competition (Aspan et al., 2022), the role and responsibilities of a notary in public services based on professional ethic morals and law (Chandra & Purwanto, 2024), the role of notary in credit agreements at Bali Regional Development Bank (Suwirya, 2013), forms of legal violations and law enforcement notaries in west nusa tenggara province (Candra et al., 2023), a notary responsibility for unilaterally amended deeds (Ongko et al., 2019), the role of a notary in the deed-drafting process for establishing a limited liability company (Sari, 2018), the responsibility of notaries to provide services to the underprivileged based on article 37 of law Number 2 of 2014 Concerning the Position of Notaries (Syaputri, 2025), notaries liability under civil and administrative law neglect in drafting deeds that do not meet the requirements for validity (Pradistya, 2022), the evolution and significance of notarial law in modern legal systems (Basyarudin, 2024), code of ethics for notaries in promoting themselves through electronic media (Paranna, 2025).

Court Decisions Against Notaries Who Violate the Law in Indonesia

There are some decisions of the court as a part of responsibilities regarding the Notaries public in making deeds that violate the law that occurs at criminal, and civil and cases in Indonesia where the content is essentially as follows:

1. Decision Number 417/PID/2024/PT SBY. The Surabaya High Court. Defendant Full Name: TULUS WIDODO, S.H., M.Kn. Occupation: Notary/PPAT. The defendant was brought to trial and charged based on the indictment, which in full is as follows: First: That the Defendant, Tulus Widodo, S.H., M.Kn., on Monday, August 30, 2021, or at least around that time in 2021, at the Notary Office of Tulus Widodo, S.H., M.Kn., in the Dinari Housing Complex, Block B/5, K.H. Syafi'i Street, Dahanrejo, Kebomas District, Gresik Regency, or at least somewhere within the jurisdiction of the Gresik District Court, intentionally and unlawfully took possession of property that belonged in whole or in part to another person, but which was under his control not through a crime. The Defendant committed the following acts:

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a. That in 2021, Wijaya Karya (WIKA) Realty Company entered into an agreement with Pegadaian (Persero) Company to purchase two plots of land and a building belonging to Pegadaian (Persero) Company, where the land and buildings are:
   1) HOTEL PESSONA, located in Nyamplungan Village, Pabean Cantian District, Surabaya City, with Building Use Rights Certificate Number 01434, covering an area of 2,929 m2;
   2) HOTEL PESSONA, located in Sidokumpul Village, Gresik District/ Regency, with Building Use Rights Certificate Number 00985, covering an area of 1,704 m2;

Both rights are in the name of the Public Company Pegadaian, domiciled in Jakarta;

b. Following up on the agreement, Wijaya Karya (WIKA) Realty Company appointed Notary Tulus Widodo, S.H., M.Kn., (Defendant) to handle the sale and purchase transaction between Wika Realty Company and Pegadaian (Persero) Company. Furthermore, the Defendant, as Notary of Gresik Regency, executed Deed of Sale and Purchase Agreement Number 23 and Deed of Power of Attorney Number 24 for the sale and purchase of a plot of land and a building with Building Use Rights Certificate Number 01434, covering an area of 2,929 m2, and Deed of Sale and Purchase Agreement Number 24 and Deed of Power of Attorney Number 25 for the sale and purchase of a plot of land and a building with Building Use Rights Certificate Number 00985, covering an area of 1,704 m2. The parties were Pegadaian (Persero) Company as the Seller and Wijaya Karya Realty Company as the Buyer. The Deeds were signed in the presence of the Defendant on August 18, 2021.
c. After the signing o f the Deeds, the Defendant did not follow up on the preparation of the Sale and Purchase Deed and the transfer of title of the certificate, even though Wika Realty Company, as instructed by the Defendant, had paid the total purchase tax for the 2 (two) land and building objects in the amount of IDR 6,931,620,175.00 (six billion nine hundred thirty-one million six hundred twenty thousand one hundred and seventy-five rupiah) by means of a transfer on August 30, 2021, to the Defendant's personal account at Bank BPD Jatim, Main Branch, Surabaya, with account number 0016663654, which was for payment of Land and Building Acquisition Tax.
d. The Defendant's actions are as regulated and subject to criminal penalties under Article 372 of the Criminal Code. Decision: 1. Declaring the Defendant, Tulus Widodo, S.H., M.Kn., mentioned above, legally and convincingly proven guilty of committing the crime of "Embezzlement," as stated in the first indictment of the Public Prosecutor;

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2. Sentencing the Defendant to a prison sentence of 3 (three) years and 6 (six) months; 3. Determining that the period of detention already served by the Defendant be deducted in full from the sentence imposed; 4. Determining that the Defendant remain in detention.

2. Decision Number: 312/PID/2024/PT DKI.

Defendant Full Name: Muhammad Sidiq. Occupation: Notary. The defendant was brought to trial at the South Jakarta District Court on the following charges: That the Defendant, MUHAMMAD SIDIQ, created a false authentic deed or falsified an authentic deed that could give rise to a right, obligation, or debt relief, or which was intended as evidence of something with the intention of using the authentic deed as if its contents were true and not falsified, if the use of the authentic deed could cause harm, which the Defendant did in the following ways: That around September 2022, Defendant MUHAMMAD SIDIQ, S.H., M.Kn., as notary, received documents from in ALAM RAYA ABADI Corporate the form of Minutes of Circular Decisions outside the General Meeting of Shareholders dated September 14, 2020, and Minutes of Circular Decisions outside the General Meeting of Shareholders dated October 2, 2020, from witness TRI WAHYUDI (service bureau) using GoSend media and received by MUHAMMAD SIDIQ, S.H., M.Kn. in Jakarta or outside the Defendant's work area, namely Palembang City;

After the documents were received by the Defendant, MUHAMMAD SIDIQ, S.H., M.Kn., the witness, Tri Wahyudi, immediately communicated with the defendant via WhatsApp chat and email at yudidzakwan@gmail.com.

Based on the documents received from Witness Tri Wahyudi, the Defendant then created an authentic deed in the form of a circular resolution outside the General Meeting of Shareholders of ALAM RAYA ABADI Corporate No. 4 dated September 30, 2020. The basis for the authentic deed in the form of a circular resolution outside the General Meeting of Shareholders of ALAM RAYA ABADI Corporate No. 4 dated September 30, 2020, was the Minutes of the Circular Resolution outside the General Meeting of Shareholders of ALAM RAYA ABADI Corporate dated September 14, 2020. In this Minutes, Tajudin Hidajat, as Deputy President Director of ARA Company did not sign the letter, but only his thumbprint, both in his capacity as the Attorney for the Board of Directors of Allestari Development PTE. LTD., as the holder of 4,530 shares of ARA Company, and as the Director of Bumi Bhakti Masa Company, as the holder of 470 shares of ARA Company, is also present. The thumbprint in the Minutes of Circular Resolution issued outside the

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general meeting of shareholders on September 14, 2020, of ALAM RAYA ABADI Corporate is the thumbprint of witness Wahyudi, not Tajudin Hidajat.

As a Notary, the Defendant knows that for circular decisions outside the general meeting of shareholders of ARA Company must be signed by all shareholders in accordance with the Deed According to the Notarial Deed of Humberg Lie, S.H., SE., S.E., M.kn., Number 100 dated November 9, 2010, namely: Allestari Development PTE Company with 4,530 shares or (90.6% of the total) and Bumi Bhakti Masa with 470 shares (9.4% of the total) but in the Minutes of Circular Decisions outside the general meeting of shareholders of ALAM RAYA ABADI Company dated September 14, 2020, Tadjudin Hidajat did not sign, only a Thumbprint, while Tadjudin Hidajat is not illiterate and since 2013, Tadjudin Hidajat's position as Director of Bumi Bhakti Masa Company has been replaced by witness Suhdi Raharja;

The process of drafting an authentic deed in the form of a circular resolution issued outside the general meeting of shareholders of ALAM RAYA ABADI Company No. 4 dated September 30, 2020, and an authentic deed in the form of a circular resolution issued outside the general meeting of shareholders of ALAM RAYA ABADI Company No. 1 dated October 5, 2020, do not comply with the requirements of Law No. 30 of 2004 and Law No. 2 of 2014 concerning the Position of Notary, because a Circular Resolution deed issued outside the General Meeting of Shareholders must be signed by all the latest Shareholders registered in the Register of Shareholders of a Limited Liability Company and registered in the General Legal Administration system of the Ministry of Law and Human Rights of the Republic of Indonesia.

The actions of the Defendant Muhammad Sidiq are regulated and subject to criminal penalties based on Article 263 paragraph (1) of the Criminal Code;

Decision of South Jakarta District Court Number 596/Pid.B/2024/PN Jkt.Sel dated November 29, 2024, which ruled:

a. Declares Defendant MUHAMMAD SIDIQ legally and convincingly guilty of committing the crime of "Making a Forged Document in the Form of an Authentic Deed";
b. Sentencing the Defendant to 2 (two) years and 6 (six) months in prison;
c. Determining that the period of arrest and detention already served by the Defendant be deducted entirely from the sentence imposed;
d. Determining that the Defendant remain in detention.

Decision of Jakarta High Court:

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a. Declares Defendant Muhammad Sidiq legally and convincingly proven guilty of committing the crime of "Making a Forged Document in the Form of an Authentic Deed";
b. Sentencing the Defendant to 2 (two) years' imprisonment;
c. Determining that the period of arrest and detention already served by the Defendant be deducted in full from the sentence imposed;
d. Determining that the Defendant remain in detention

3. Decision Number: 5/Pdt/2018/PT MDN.

The case position: ACHMAD SILMI, as Plaintiff. ATMA GANDA, as Defendant I, and NOTARY EMMY WILIS, SH. as Defendant II. The lawsuit by Achmad Silmi (Plaintiff) feel aggrieved as the heir of Mrs. Rosmi to ATMA GANDA (Defendant I) and Notary Emmy Wilis, SH, (Defendant II) is due to the existence of a deed of gift/grant, namely the gift/grant of land measuring 190 M2 by Mrs. Rosmi to her nephew ATMA GANDA (Defendant I) which was made by Notary Emmy Wilis, SH, (Defendant II). The deed of gift was issued because the Plaintiff himself had prepared a private, stamped Statement dated April 21, 2004, under Legalization Number 12287/L/2004, signed by Daliso Rudianto, Bachelor of Law, Notary in Yogyakarta. The Statement was held by Defendant II (Notary Emmy Wilis, SH) as a requirement for the validity and basis for the issuance of Deed of Gift No. 4 dated May 15, 2004, as stated in Defendant I's Deed of Gift;

The Medan District Court issued decision number 493/Pdt.G/2014/PN.Mdn dated April 16, 2015 with the following ruling:

a. Approving the Plaintiff's lawsuit in part;
b. Stating by law that the actions of Defendant I in making Deed of Grant No. 4 dated 15 May 2004 at Notary Emmy Wilis, SH. are unlawful;
c. Declaring by law that Defendant II's actions in issuing Deed of Grant No. 4 dated May 15, 2004, were unlawful;
d. Declaring void under law, invalid and having no binding legal basis with all its consequences, Deed of Grant No. 4 dated 15 May 2004 made at Notary Emmy Wilis, SH.
e. To declare that Defendant I's actions in using Deed of Grant No. 4 dated May 15, 2004, as the basis for taking control of the disputed property located at street Prof. H.M. Yamin, SH, Gang Titi Batu No. 38, Sei Kera Hilir II Village, Medan Perjuangan District, Medan City, were unlawful.

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f. To punish Defendant I to vacate the disputed property located at Jalan Prof. H.M. Yamin, SH, Gang Titi Batu No. 38, Sei Kera Hilir II Village, Medan Perjuangan District, Medan City, immediately and unconditionally, after this lawsuit is registered with the Medan District Court until this lawsuit has permanent legal force (inkracht van gewijsde);

The Medan High Court's decisions some of the contents:

a. To Justify Medan District Court Decision No. 493/Pdt.G/2014/PN.Mdn dated April 16, 2015, which was appealed;
b. To punish the Appellant, originally Defendant I, to pay court costs, which at the appeal level was set at Rp. 150,000 (one hundred and fifty thousand rupiah);

4. Decision Number 219 PK/Pdt/2025

The Case position: NIKEN KRISTIANI, as Plaintiff. (1) TAN POO GIOK, as Defendant I, (2) MARIA FRANSISCA JENNY SETIAWATI YSOGIARSO, as Defendant II, and NOTARY A.Y.B GUNARTO, also SLEMAN DISTRICT LAND AGENCY OFFICE, as co-defendants. The Yogyakarta District Court Decision Number 51/Pdt.G/2020/PN Yyk., dated October 6, 2020, among other things the contents as follows:

In the Main Case:

a. Reject the Plaintiff's lawsuit for all.
b. Order the Plaintiff to pay all costs amounting to Rp1,139,700.00 (one million one hundred thirty-nine thousand seven hundred rupiah).

In the Reconvention:

a. Accept the claim of Defendant I in part;
b. Declaring that Defendant I is a buyer in good faith;
c. To declare the sale agreement between Mrs. Maria Goretti Avanette Kemi and Niken Kristiani as the first party/seller and Tan Poo Giok as the second party/buyer of a plot of land and building, with proof of ownership in the form of Building Use Rights Certificate Number 1592, formerly Freehold Certificate Number 276/Maguwoharjo Village, Depok District, Sleman Regency, covering an area of 650 m² (six hundred and fifty square meters) in the name of Tan Poo Giok.
d. Declaring that Deed of Sale and Purchase Agreement Number 58 dated June 23, 1995 and Power of Attorney to Sell Number 59 dated June 23, 1995, between Mrs. Maria Goretti Avanette Kemi and Niken Kristiani as the first party/seller and Tan Poo Giok as the second party/buyer, drawn up and executed before Notary Maria Fransisca Jenny

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Setiawati Yosgiarso, S.H., (Defendant II) in conjunction with Deed of Sale and Purchase Number 37/2018 dated March 6, 2018, drawn up by Notary A.Y.B. Gunarto, S.H., (First Co-Defendant) are valid and legally binding.

e. Declaring the Defendants II as the legal owner of land and building based on Building Use Rights Certificate Number 1592, formerly Ownership Rights Certificate Number 276/Maguwoharjo, located in Maguwoharjo Village, Depok District, Sleman Regency, with an area of 650 m² (six hundred and fifty square meters) in the name of Tan Poo Giok and Building Use Rights Certificate Number 101 Tegaltirto, formerly Ownership Rights Certificate Number 296 in the name of Tan Poo Giok;

On appeal, the Yogyakarta District Court's decision was upheld by the Yogyakarta High Court in Decision Number 114/PDT/2020/PT YYK., dated February 16, 2021.

At the cassation level, the Supreme Court issued Decision Number 3320 K/Pdt/2022, dated October 13, 2022, which ruled:

a. Rejecting the cassation request from the Cassation Applicant, Niken Kristian;
b. To punish the Cassation Applicant to pay court costs at this cassation level in the amount of Rp500,000.00 (five hundred thousand rupiah);

At the Judicial Review level, The SUPREME COURT to adjudicate:

a. rejects the judicial review application from the judicial review applicant, NIKEN KRISTIANI;
b. To punish the judicial review applicant to pay court costs for the judicial review hearing in the amount of Rp2,500,000.00 (two million five hundred thousand Rupiah).

From the several decisions above, it can be seen that notaries who have the authority to make deeds have consequences and responsibilities that must be faced both in the criminal and civil fields, which can be seen in the following table:

Number	Name of Notary	Criminal Case	Civil Case	Decision
1	TULUS WIDODO	The Defendant's actions are as regulated and subject to criminal penalties under Article 372 of the Criminal Code of Indonesia because embezzled hotel sales	-	Decision Number 417/PID/2024/PT SBY. Defendant, Tulus Widodo, legally and convincingly proven guilty of committing the crime of Embezzlement,

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		payments amounting to Rp. 6,931,620,175.00 (six billion nine hundred thirty-one million six hundred twenty thousand one hundred and seventy-five rupiah)		and sentencing the Defendant to a prison sentence of 3 (three) years and 6 (six) months;
2	MUHAMMAD SIDIQ,	e actions of the Defendant Muhammad Sidiq are regulated and subject to criminal penalties based on Article 263 paragraph (1) of the Criminal Code, because making changes to the company deed that are not signed by all shareholders	-	Decision Number: 312/ PID/2024/PT DKI. Muhammad Sidiq legally and convincingly "Making a Forged Document in the Form of an Authentic Deed", and sentencing the Defendant to 2 (two) years' imprisonment
3	Emmy Wilis	-	The lawsuit relates to a grant deed No. 4 dated 15 May 2004 of land covering an area of 190 M2.	Decision Number: 5/Pdt /2018/PT MDN. Declaring by law that Emmy Wilis 's actions in issuing Deed of Grant No. 4 dated May 15, 2004, were unlawful and declaring void under law, invalid and having no legal basis with all its consequences, Deed of Grant No. 4 dated 15 May 2004 made at Notary Emmy Wilis.
4	A.Y.B GUNARTO,	-	The lawsuit relates to	Decision Number 219 PK/Pdt/2025. The

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			the deed of sale and purchase of 650M2 of land in Sleman Regency, Yogyakarta.	Yogyakarta District Court Decision Number 51/Pdt.G/ 2020 /PN Yyk., dated October 6, 2020. In the Main Case: Reject the Plaintiff's lawsuit for all. Declaring that Deed of Sale and buy Agreement Number 58 dated June 23, 1995 and Power of Attorney to Sell Number 59 dated June 23, 1995, drawn up by Notary A.Y.B. Gunarto, are valid and legally binding. At the Judicial Review level, The SUPREME COURT to adjudicate: rejects the judicial review application from the applicant, NIKEN KRISTIANI.

CONCLUSION

The role and responsibilities of notaries in making deeds are clearly regulated in Law 30/2004, which was amended by Law 2/2014. In carrying out the role and responsibilities of notaries in making these deeds, there are consequences that must be faced, namely in criminal and civil cases, including notaries TULUS WIDODO legally and convincingly proven guilty of committing the crime of embezzlement, and sentencing the defendant to a prison sentence of 3 (three) years and 6 (six) months and Muhammad Sidiq legally and convincingly "Making a Forged Document in the Form of an Authentic Deed", and sentencing the Defendant to 2 (two) years'

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imprisonment. In civil case declaring by law that Emmy Wilis 's actions in issuing Deed of Grant No. 4 dated May 15, 2004, were unlawful but A.Y.B GUNARTO Declaring that Deed of Sale and buy Agreement Number 58 dated June 23, 1995 and Power of Attorney to Sell Number 59 dated June 23, 1995, drawn up by Notary A.Y.B. Gunarto, are valid and legally binding. Thus, it can be be said that in terms of the role and responsibility of a notary in making deeds that violate the law, in court decisions, some are proven guilty of violating the law, but there are also those who are proven not to have violated the law, but the deeds that have been made are legalized and confirmed by court decisions.

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