

Legal Protection for Notaries in the Preparation of Authentic Deeds Without Signature and Fingerprint

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Abstract. *This study examines legal protection for notaries in the preparation of authentic deeds without signatures and fingerprints, referring to Decision Number 85 K/Pid/2012 as a case study. An authentic deed is written evidence with full evidentiary force, therefore, its preparation must meet the formal requirements specified in the Notary Law (UUJN). The signature and fingerprints of the person appearing serve as verification of the identity, presence, and compliance with the parties' wishes. Failure to meet these requirements can give rise to legal issues that impact the notary's administrative, civil, and criminal liability. This study uses a normative legal method with a statutory and conceptual approach. The results indicate that notaries continue to enjoy legal protection as long as they carry out their duties in accordance with the provisions of the UUJN and the precautionary principle. There is also a gap in the norm regarding the inability of the person appearing to provide fingerprints, which has not been regulated in detail. Therefore, regulatory reform is needed to provide legal certainty for notaries.*

Keywords: *Authentic Deed; Fingerprints; Legal Protection; Notary; Signature.*

1. Introduction

An authentic deed is written evidence with perfect evidentiary force, as stipulated in Article 1868 of the Civil Code. A notary, as a public official authorized by the state to create an authentic deed, is obligated to ensure that all formal requirements for creating a deed are met. One such requirement is the signatures and fingerprints of the parties. Problems arise when a deed is created without signatures or fingerprints, raising doubts about the deed's validity and potentially exposing the notary to liability.

In practice, it is not uncommon for a notary to be unable to sign or fingerprint for a specific reason, such as a medical condition or an emergency. However, the UUJN does not specifically regulate how a notary should act if a notary is unable to sign or fingerprint. This gap in regulations creates legal uncertainty and opens up the possibility of criminalizing notaries.

Supreme Court Decision Number 85 K/Pid/2012 is an important reference that shows the need for legal protection for notaries in cases of deeds that do not meet formal requirements. This research is important to understand the form of legal protection for notaries and to analyze the liability that may arise in making authentic deeds without signatures and fingerprints.

This research is crucial to provide a deeper understanding of notary accountability and legal protection mechanisms in situations where formal deed requirements are not met. This is necessary to ensure notaries have legal certainty and are not subject to criminal prosecution for actions beyond their knowledge.

The problem formulation in this research is: (1) Forms of legal protection for notaries; (2) Responsibilities of notaries; (3) Legal implications based on Decision 85 K/Pid/2012.

This study aims to analyze the legal protection received by notaries, examine the forms of notary accountability, and assess the legal implications of court decisions regarding deeds that do not meet formal requirements.

2. Research Methods

This research uses a normative legal research method. The approaches used are: Statutory Approach, which examines the Notary Law (UUJN), the Civil Code, and other related regulations. Conceptual Approach, which examines notary doctrines. Primary legal materials include laws and court decisions, particularly Supreme Court Decision No. 85 K/Pid/2012. Secondary legal materials include books, journals, and expert opinions. The analytical method used is qualitative analysis by interpreting legal norms and connecting them with legal facts.

3. Results and Discussion

3.1. Legal Protection for Notaries in the Preparation of Authentic Deeds Without Signatures and Fingerprints

Notaries as public officials have the authority regulated by law, one of which is to make authentic deeds. This is explained in Article 1 number 1 of the UUJN which defines a Notary as a public official who is authorized to make authentic deeds and has other authority in accordance with this law or other laws. This authority is further clarified in Article 15 paragraph (1) of the UUJN, which states that Notaries have the obligation to make authentic deeds related to actions,

agreements, and determinations that are required by statutory regulations or requested by interested parties. In addition, Notaries also have the responsibility to ensure the certainty of the date of the deed's creation, store the deed and provide a grosse, copy, and extract of the deed.¹

An authentic deed must essentially contain the signatures and fingerprints of the parties as proof of authenticity and their agreement to the contents of the deed. However, in certain circumstances, such as due to physical limitations of the parties (e.g., disabilities) or other legitimate reasons, signatures and fingerprints cannot be obtained directly. In this case, the Notary Law (UUJN) provides a solution by allowing notaries to issue a surrogate, a written statement explaining the reasons for not affixing a signature or fingerprint to the deed. This surrogate serves as a substitute for signatures and fingerprints and must be clearly stated in the deed so that the deed retains its legal force as an authentic deed.

Indonesian positive law, specifically Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (UUJN), explicitly requires signatures and fingerprints on notarial deeds. However, in practice, this requirement is not absolute. If there are legitimate and objective reasons preventing the person appearing from affixing their signature or fingerprints, the notary is given the opportunity to make a special note or explanation in the deed regarding this matter.²

However, if there are indications of maladministration, such as the creation of a deed without a valid reason, or the absence of adequate documentation regarding the circumstances of the person appearing, the notary public may be subject to administrative sanctions by the Notary Supervisory Board. These sanctions can include reprimands, written warnings, temporary suspensions, or even revocation of a practice license. This mechanism maintains a balance between protection for notaries and protection for injured parties. Furthermore, in the context of procedural law, a notarial deed prepared in accordance with the provisions, even without signatures and fingerprints, still has *prima facie* evidentiary force, meaning the judge will presume the contents of the deed are true unless proven otherwise. This provides legal certainty for the parties and positions notaries as officials with a central role in the formal legal system.³

The minutes of the deed are absent because the deed was not signed in full by the parties, but the Notary has issued a copy of the deed. This is a very fatal error for a Notary. The Notary must be responsible for his actions if they cause a loss. A

¹Adjie, Habib., & Sumayyah, Hani. (2015). "The Position and Evidential Power of Notarial Deeds from the Perspective of UUJN". *Journal of Notary Law*, Vol. 3 No. 1, p. 45.

²Firmanto, Ari. (2020). "Construction of the Evidential Power of Authentic Deeds in Civil Law". *Kencana Journal of Legal Studies*, Vol. 5 No. 1, p. 71.

³Merlyani, Rena., Yahanan, Firdaus., & Trisaka, Ahmad. (2020). "Analysis of Surrogacy as a Substitute for Signatures in Notarial Deeds". *Jurnal Notarius*, Vol. 8 No. 2, p. 112.

Notary who is less careful in carrying out his duties can be caused by negligence or negligence in an act or action that the Notary did not even think about the consequences, so that the act is contrary to his obligations.

Legal protection for notaries is a crucial instrument for maintaining their independence and neutrality in carrying out their duties as public officials. As holders of state authority to create authentic deeds, notaries are vulnerable to legal pressure when disputes arise between parties to a transaction. In many cases, notaries are often blamed, even though the real problem lies with the parties who fail to fulfill their legal obligations. Therefore, the basis for legal protection for notaries must be understood holistically, not only within the context of the Notary Law (UUJN) but also within the scope of professional protection for public officials in general.

In addition, structural protection exists through the Notary Supervisory Board (MPN) and the Notary Honorary Council (MKN). These two institutions function as "legal filters" that ensure that notaries are not directly questioned by investigators without first going through ethical and administrative mechanisms. The requirement that investigators must obtain approval from the MKN before questioning a notary is a form of repressive legal protection that provides notaries with the opportunity to defend their position based on professional standards. In this context, the MKN acts as a professional body that assesses whether reports against notaries are based on procedural errors or simply conflicts between parties.⁴

The notary who will make the Minutes of the Deed and issue a Copy of the Deed must really pay attention to the completeness of the data and signatures of the parties appearing. The notary in making an authentic deed first makes a temporary deed as a concept (draft) which will later be read and signed by the parties appearing, this is in accordance with the regulations in UUJN Article 16 paragraph (1) letter m and Article 44 paragraph (1), if the concept of the deed does not include the signatures of the parties appearing, witnesses and the Notary, while the Notary has issued a Copy of the deed, then the copy of the deed cannot be valid. In addition, if the Notary has clearly committed a violation because he issued a copy of the deed whose minutes of the deed are missing, moreover, it causes other parties appearing to suffer losses due to the Notary's mistake.

One important form of legal protection is regulatory-based protection, namely the existence of norms in the UUJN that define the limits of a notary's authority and responsibilities. Articles requiring notaries to verify identities, read deeds, and ascertain the parties' intentions constitute a form of preventive protection.

⁴Prasetyo, Deddy. (2020). "Legal Protection for Notaries in the Preparation of Authentic Deeds." *Journal of Legislation and Law*, Vol. 7 No. 1, p. 67.

This means that as long as notaries comply with these procedures, the law provides protection against destructive claims, including baseless criminal charges. In the context of unsigned or unfinished deeds, this preventive protection applies because the law assesses the process of creating a deed, not merely the final result, the signature.

Legal protection for notaries is a fundamental aspect in carrying out notarial duties, considering that notaries are public officials responsible for creating authentic evidence for the public. In the context of creating authentic deeds without signatures or fingerprints, legal protection becomes increasingly important because such conditions often raise doubts about the validity of the deed and open up opportunities for criminalization. Legal protection for notaries is not only provided after problems arise, but is also preventive—through legal regulations that define the limits of authority, procedures, and operational standards for creating deeds. This protection is provided as long as the notary carries out his duties in accordance with the Notary Law (UUJN), the Notary Code of Ethics, and the principle of prudence.

Preventive protection is provided in the form of regulations that limit the freedom of movement of notaries but also provide legal certainty in carrying out their profession. For example, Article 44 paragraph (1) of the UUJN regulates the procedures for signing deeds, but does not provide detailed provisions regarding the circumstances when the person appearing cannot sign or affix their fingerprints. This gap in norms has the potential to create legal uncertainty, but also shows that as long as the notary has carried out other procedures correctly, such as reading the deed, verifying identity, and recording the reasons for the absence of a signature, the notary remains under legal protection.⁵

Repressive protection is provided to notaries when they are facing an investigation, whether administrative or criminal. In this context, the Notary Supervisory Board (MPN) and the Notary Honorary Council (MKN) are crucial because these two institutions assess whether a notary has acted in accordance with procedures before investigators can conduct an investigation. This mechanism serves as a form of legal protection to prevent notaries from being immediately convicted without professional consideration. Supreme Court Decision Number 85 K/Pid/2012 serves as an example that legal protection is still provided to notaries if they are proven not to have committed procedural violations that could result in losses for the parties.⁶

Thus, legal protection for notaries is principally based on an assessment of the deed-making process, not solely on the presence of a signature or fingerprint on

⁵Burhanuddin, Andi. (2019). "The Role of the Notary Honorary Council in Protecting Notaries from Criminalization." *Lex Privatum Journal*, Vol. 7 No. 3, p. 201.

⁶Rahmawati, Siti. (2021). "Implementation of the Notary's Prudential Principle in the Preparation of Authentic Deeds." *Jurnal Res Judicata*, Vol. 9 No. 1, p. 33.

the deed. As long as the notary adheres to the principle of prudence, carries out his duties in accordance with the law, and records specific conditions in the minutes of the deed, the notary remains legally protected even if the deed does not perfectly meet all formal requirements.

3.2. Notary's Responsibility for the Validity of Making Authentic Deeds Without Signatures and Fingerprints

The validity of an authentic deed made without a signature and fingerprints is very dependent on the fulfilment of legal and procedural provisions by the notary. If the surrogate is made properly, with a clear and complete explanation, and supported by evidence-relevant evidence (example of information witness or medical certificate), the deed is still considered valid and has the power of proof as an authentic deed. Conversely, if the notary is negligent in creating a surrogate, or fails to adequately document the reasons for the inability of the person appearing, the deed may be deemed formally flawed, thus questioning its validity. As a result, the deed loses its authentic status and cannot be used as strong evidence in court.⁷

Notaries are required to comply with the procedures for drafting deeds in accordance with applicable law. Deeds must meet formal requirements, such as being written in full, signed by the parties, witnesses, and the notary, and fingerprinted if possible. If the person appearing is unable to sign, the notary must provide a written statement (surrogate) explaining the reasons for this inability to ensure the deed remains formally valid. Notaries may only draft deeds within their authority and must properly store the original deed and supporting documents for accountability. This formal responsibility requires notaries to ensure that every deed they draft meets applicable legal standards and procedures.

An authentic deed without the signatures and fingerprints of the parties basically does not meet the legal requirements as an authentic deed, and the notary who makes the deed is responsible professionally, civilly, and can be criminally liable if there is negligence or intent. A signature in the Indonesian dictionary is a sign as a symbol of a name written by the person himself as a personal marker. A signature is an important aspect in the form of an agreement on a letter or authentic deed. As explained in UUJN Article 1 number (8): the minutes of the deed are the original deed that includes the signatures of the parties, witnesses, and the Notary, which are kept as part of the Notary's protocol.

The absence of a signature on a letter or deed cannot be recognized as having agreed to the terms of the letter. The absence of a signature from an interested party on an authentic deed can endanger the notary. This is because the

⁷Yulianto, Ferry. (2019). "Notary's Responsibility for Minutes of Deeds Not Signed by the Applicant". *Journal of Notary Deeds*, Vol. 6 No. 2, p. 98.

possibility of the deed being challenged is very high, which would be detrimental to one of the parties, the witnesses, and the notary.⁸

Every person has a skin pattern on their fingers that remains the same, and it is rare for two people to have the same pattern. It can be proven that the papillary grooves that form certain patterns have characteristics. As explained in Article 16 paragraph 1 letter c of the UUJN, attaching letters and documents as well as the fingerprints of the person appearing to the Minutes of the deed. Attaching a fingerprint is an important aspect in the process of creating an authentic deed.

An authentic deed contains the concept of truth. An authentic deed not only proves that the parties have explained what is written in the deed, but also that what is explained in the deed is true. Then, an authentic deed can be said to have perfect evidentiary power because it has three evidentiary powers: external evidentiary power, formal evidentiary power, and material evidentiary power. Deeds that must be made authentically are determined by applicable laws. People who understand the power of deeds as written evidence will choose authentic deeds as accurate evidence.

From the results of the study, it can be concluded that the legal force of Surrogate at the end of the Notarial deed has perfect legal force of proof, because based on UUJN, the formal requirements of an authentic deed are the signature of the person appearing and also attaching letters and documents as well as the fingerprints of the person appearing in the minutes of the Notarial deed as proof of the authenticity of a deed that has perfect legal force, likewise Surrogate is a substitute for signatures and fingerprints whose power is the same as a signature. The deed made by a Notary is an authentic deed, so if there is a denial of the Surrogate at the end of the Notarial deed, the Notary can deny it by showing that the deed he made is in accordance with the procedures and provisions ordered by law, and the solution is to present witnesses who signed the deed accompanied by a sheet showing From the results of the research it can be concluded that, the legal force of the Surrogate at the end of the Notarial deed has perfect evidentiary legal force, because based on the UUJN, the formal requirements of an authentic deed are the signature of the person appearing and also attaching letters and documents as well as the fingerprints of the person appearing in the minutes of the Notarial deed as proof of the authenticity of a deed that has perfect legal force, likewise the Surrogate is a substitute for the signature and fingerprints whose power is the same as the signature⁹

The deed made by a Notary is an authentic deed, so if there is a denial of the Surrogate at the end of the Notarial deed, the Notary can deny it by showing that

⁸Sjaifurrachman., & Adjie, Habib. (2012). *Aspects of Notary Accountability in Making Deeds*. Bandung: Mandar Maju, p. 54.

⁹Sembiring, Syaiful. (2021). "Criminal Liability of Notaries in Formally Defective Deeds." *Jurnal Juridical*, Vol. 8 No. 2, p. 176.

the deed he made is in accordance with the procedures and provisions mandated by law, and the solution is to present witnesses who signed the deed accompanied by a sheet showing the use of the Surrogate which is also equipped with an attachment of a doctor's certificate stating at the end of the Notarial deed. In the case of a denial of the truth of the Surrogate by one of the parties who feels that his rights have been harmed with the aim of making the deed invalid, it must be based on a court decision that begins with a lawsuit and the responsibility of proving an authentic deed on the party who argues or who files the lawsuit.¹⁰

Substitute signature and fingerprint for the person appearing with physical disabilities in signing and affixing fingerprints on the minutes of the deed. From the research results it can be concluded that, the function of the signature affixed in the minutes of the Notary's deed is as self-identification or a sign of the person concerned and proof that the person concerned has appeared before the Notary for approval and as a sign that the person appearing, regarding everything mentioned or stated in a deed, the signature is a formal aspect that must be fulfilled in making the minutes of the deed. In Law 30 of 2004 concerning the Position of Notary as amended by Law Number 2 of 2014 concerning the Position of Notary (hereinafter referred to as UUJN) Article 1 number (8) it is determined that the minutes of the deed are the original deed that includes the signatures of the people appearing, witnesses and the Notary, which are kept as part of the Notary's protocol. Based on this understanding, the minutes must contain the signatures of the people appearing, the signatures of the witnesses and the signature of the Notary, as a form of agreement to the obligations stated in the deed.

Based on this authority, new matters can be granted when a person or group of people or an institution has been given prior authority. Formally, the creation of an authentic deed must meet certain requirements to have valid legal force, namely by being made by an authorized official (notary), containing information written clearly and correctly, signed by the deed maker (notary) and the interested parties, and equipped with the date and place of creation. The creation of an authentic deed without a signature or fingerprint as a substitute, results in the deed not meeting the formal requirements required by law. The deed has the potential to be legally invalid and lose its full evidentiary power as regulated in Article 1868 of the Civil Code. A deed that does not have complete formalities can be considered an ordinary deed (underhand) or even not considered a deed at all, depending on the context and the presence of other evidence.¹¹

¹⁰Irawan, D. (2020). "Formal Analysis of Authentic Deeds Based on UUJN". *Journal of State Law*, Vol. 3 No. 1, p. 99.

¹¹Rusli, Taufik. (2018). *Law of Evidence in Civil Cases*. Jakarta: Kencana Prenada Media, p. 66.

Article 1 number 1 of Law Number 2 of 2014 concerning Amendments to the Notary Law states: (Adjie & Sumayyah, 2015) "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." One of the legal acts that is closely related to the notary and the parties when making a notarial deed is the affixing of signatures. At the end of a notarial deed there is usually a sentence: "After I, the Notary, read this deed to the parties and witnesses, then immediately the parties, witnesses, and I, the Notary, sign this deed." Article 44 paragraphs 1 and 2 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary also regulates the obligation to sign a notarial deed along with its sanctions, which reads as follows: (Adjie & Sumayyah, 2015) "Immediately after the deed is read, the deed is signed by each person appearing, witness, and notary, except if there is a person appearing who cannot sign by stating the reason, (2). The reason as referred to in paragraph (1) is stated expressly at the end of the deed". In paragraph 2 of the above article, it is regulated regarding the obligation of the notary to expressly state the reason for a person appearing who cannot sign the deed (Merlyani, Yahanan, & Trisaka, 2020). The formulation of this statement is a substitute (surrogate) for a signature.¹²

Tan Thong Kie is of the opinion that if a notarial deed does not have the signature of a person appearing, it can endanger the notary's position, resulting in a deed only having the power of proof as a private deed and can be a reason for the party suffering losses to demand reimbursement of costs, compensation, and interest from the Notary. With the enactment of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, Article 16 letter C also states "In carrying out his/her position, the Notary is obliged to attach letters and documents as well as the fingerprints of the person appearing to the minutes of the deed", so that now every notary is required to affix the fingerprints of the person appearing to the minutes of the deed he/she makes.

Thus, a notary will take the fingerprints of the person appearing who is unable to sign the deed for his own protection. This has given rise to debate among notaries and the public regarding the procedure for taking the person appearing's fingerprints, what type of ink to use, which fingerprints should be taken, and regarding electronic fingerprinting, as well as the implications for the verification of the deed. In its implementation so far, complaints have also arisen from the public, such as dirty fingers due to ink, discomfort, and so on. On the other hand, fingerprints are a personal identity attached to a person, so that a legal obligation arises for the notary to protect this personal data properly and in accordance with applicable laws and regulations. An additional obligation for the notary is

¹²Fauzan, Muhammad. (2017). "The Role of the Supervisory Board in Enforcing Notary Ethics". Widya Yustisia Journal, Vol. 4 No. 1, p. 58.

the obligation to attach the person appearing's fingerprints to the minutes of the deed. This has given rise to various polemics, because the implementation mechanism for attaching the person appearing's fingerprints does not yet exist, while the explanation in Article 16 paragraph (1) letter c of the UUJN-2014 is only written as "quite clear".

Notaries are an extension of the government, in this case the state, where the state has entrusted Notaries to carry out some state affairs, especially in the field of civil law. the existence of a Notary is expected to answer the community's need for neutral legal assistance, thereby protecting the community's legal interests. Notaries are also expected to provide legal services to the community, especially in making deeds, so that the community will get legal certainty and legal protection, in connection with the increasing development process so that the legal needs in the community also increase. illness or physical disability. In the closing section of the Notary deed, in Article 38 paragraph (4) letter b of the Notary Law, it is explained that the end of the deed contains: "a description of the signing and the place of signing or translation of the deed if any". In the article above, there is no mention at all about the inclusion of fingerprints. Ari Firmanto, *Law of Evidence and Authentic Deeds* (Jakarta: Kencana, 2020), p. 71.

Notaries' deed-making continues without waiting for uniformity or consensus regarding the inconsistency of the two articles. Meanwhile, various public outreach programs regarding the new Notary Law, including those concerning fingerprints, have been conducted in various regions, such as the National Seminar "Developing Notarial Law in Indonesia" that the author attended in Yogyakarta. Every notary must be a decision-maker in determining their stance on all matters related to their duties as a notary. A notary does not need to wait for commands or opinions from others regarding what they should do in carrying out their duties.

Attaching documents containing the fingerprints of the appearing parties cannot be separated from the understanding of the Minutes of the Deed, which explicitly stipulates that what is included by the appearing parties, witnesses, and the Notary is the signature, not the fingerprint. Answering the question of the Minutes of the Deed regarding how the Notary should respond to the provision regarding the inclusion of fingerprints, there is no provision prohibiting a Notary from applying his/her opinion or interpretation whether to include or not include fingerprints, or depending on the situation. The most important thing is that the appearing parties are willing to add fingerprints when requested by the Notary concerned.¹³

¹³Irawan, D. (2020). "Formal Analysis of Authentic Deeds Based on UUJN". *Journal of State Law*, Vol. 3 No. 1, p. 99.

Notaries must also be consistent in their decisions while carrying out their duties and positions. For example, a notary who believes that in addition to signing, the person appearing must also fingerprint the person appearing. This obligation must be consistently observed throughout the performance of their duties and positions. It is certainly undesirable for a person appearing to sign to refuse to fingerprint the person appearing. This would mean that the notary is not consistent in his or her own decision.

The purpose of issuing a written warning is to test the accuracy and precision of the written warning and the violation committed based on applicable legal regulations. The written warning provides the right for those receiving the written warning to defend themselves through administrative means in the form of an objection or administrative appeal. The written warning is not appropriately considered a sanction, but rather represents an initial step in imposing a real coercive sanction, which, if proven, can then be subject to further sanctions.

In enforcing administrative sanctions against Notaries, the Supervisory Board, acting as a supervisory instrument, takes preventive measures aimed at preventing errors and irregularities in legal acts. This is done to enforce compliance and to apply repressive sanctions aimed at redressing legal acts deemed wrong, deviant, and detrimental to others. This is to enforce compliance so that these sanctions can be implemented.¹⁴

A crucial step in the legal formation process is the statutory procedure. Every law in force in Indonesia always includes sanctions at the end of the statute. Sanctions are punitive measures intended to compel people to comply with agreements or statutory provisions. Including sanctions in various legal regulations is mandatory. If a coercive sanction is ineffective, other deterrent sanctions, such as criminal or civil sanctions, can be imposed. A legal regulation in question cannot be enforced or complied with if sanctions are not included at the end. There is no point in enforcing rules if they cannot be enforced through sanctions and enforced procedurally (procedural law).¹⁵

Sanctions are essentially legal instruments typically imposed when legal obligations or prohibitions are violated. Sanctions exist behind the rules of command and prohibition (*geen verboden*) to enforce compliance. The Notary Law contains coercive provisions, or imperative legal rules, to be enforced against notaries who violate their duties.

¹⁴Utomo, HW (2019). "Notary Obligations in Verifying the Identity of Applicants". *Jurnal Rechtsidee*, Vol. 6 No. 1, p. 15.

¹⁵Supriadi. (2017). *Ethics & Responsibilities of the Legal Profession*. Jakarta: Sinar Grafika, p. 102.

4. Conclusion

The absence of a signature or fingerprint is not the notary's fault, but rather an act or omission of the parties. Therefore, the notary is legally protected as long as they can prove that formal procedures have been followed. Therefore, the absence of a signature or fingerprint is not evidence that the notary has committed a crime, so the notary remains legally protected from criminal prosecution. It would be better if in the Notary Law there is an article regarding the actions of Notaries who make deeds that are not in accordance with the facts with heavy sanctions. Notaries should be more careful in making deeds, because the consequences will be detrimental to the Notary himself. Notaries will bear the legal consequences that have been done for their own interests or the interests of several parties.

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