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The Legal Implications of Forgery Sale & Purchase Binding Agreement by Notary Public

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Abstract. *The notary is a public official who is authorized to make authentic deeds, in which the obligation of a notary in carrying out his position must act honestly, reliably, independently, impartially, thoroughly, and safeguard the interests of the parties involved in legal actions. This is known as the precautionary principle for a notary in carrying out his position as a public official. The purpose of this writing is to examine the legal implications of counterfeiting and the responsibility of a notary to the binding sale and purchase agreement he made. The research method used in this paper is normative juridical with a statutory and case study approach. The results and findings obtained after conducting research and analysis of the problems in this paper, namely the legal impact due to the negligence of a notary in making a binding sale and purchase agreement because to forgery, so that the legal consequences of these PPJB are void, this is because it is not in accordance with the legal requirements of an agreement as stated in Article 1320 of the Civil Code, namely those relating to lawful causes. This happens because the notary in carrying out his authority does not carry out his obligations related to the principle of precautionary, therefore the notary must be responsible for his actions that have been carried out in accordance with the law and code of ethics. So it can be concluded that the deed made by the notary is null and void and is not an authentic deed but a private deed.*

Keyword: Agreement; Forgery; Responsible.

1. INTRODUCTION

Engagements can occur because Agreements, Article 1313 of the Civil Code explains that an agreement is an act in which one or more people bind themselves to one or more people. If someone wants to own a plot of land, he can take legal action by buying and selling, where before making a sale and purchase deed, he can also make a Sale and Purchase Agreement (hereinafter abbreviated as PPJB) according to the

agreement of the parties, this is done for several reasons, including such as:[1] the payment of the object not yet be made in full, administrative files in the form of object letters/document not yet equipped, and so on. PPJB itself is divided into 2, namely paid PPJB and unpaid PPJB. In making the PPJB, it must follow the guidelines set out in the Decree of the Minister of Public Housing Number 09 of 1995 concerning Guidelines for Binding Sale and Purchase and attachments. PPJB can be made in the form of an authentic deed by a notary as an authorized public official and also underhand.

Deeds can be divided into two, namely private deed or authentic deed, while what is meant by an authentic deed is written or authentic deed, in accordance with the wording of article 1868 of the Civil Code, namely:[2] " Authentic deed is a deed whose form is determined by law, made by or in front of official public employees who have powerful for that, at the place where the deed was made, while what is meant by a private deed is a deed drawn up without the intermediary of an authorized official, but made and signed by the parties themselves who entered into an agreement.

Based on Article 1 paragraph (1) of the Notary Official Law, that a notary is a public official who is given the authority to make authentic deeds as well as other deeds according to the law. This authority is regulated in Article 15 paragraph (1), paragraph (2), and paragraph (3) of the Notary Official Law (hereinafter abbreviated as UUJN. In addition to authority, a notary also has an obligation to carry out his/her position by acting carefully, honestly, impartially, independently, reliably, and safeguarding the interests of the parties involved in carrying out legal actions, this has been regulated in Article 16 paragraph (1) letter a of Act No. 2 of 2014 concerning Amendments to Act No. 30 of 2004 concerning the Position of Notary. Then in making an authentic deed, the notary must comply with the precautionary principle as adhered to in the provisions stipulated in the UUJN. Then in making an authentic deed, the notary must comply with the precautionary principle as adhered to in the provisions stipulated in the UUJN.

If you do not carry out his position by responsibly, honestly, thorough, independently, impartially, and safeguarding the interests of the parties involved in carrying out legal actions, then this is a violation. In order to avoid unwanted problems in the future and so as not to harm the parties involved in the authentic deed made. If the notary does not carry out his position honestly, the deed contains a violation of law.[3]

This paper examines cases of forgery committed by notary is RUUR, S.H., M.Kn in making the PPJB deed, this is as stated in the District Court Decision Number 1362/Pid. B/2019/PN Jkt. Utr. The notary committed the crime of document forgery according to Article 264 paragraph (1) of the Criminal Code.

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[1] Aulia Gumilang Rosadi. (2020). Tanggung Jawab Notaris Dalam Sengketa Para Pihak Terkait Akta Perjanjian Pengikatan Jual Beli (PPJB) Yang Dibuatnya
. *JCH (the journal cendikia of law)*, Vol. 5, Number. 2, 247. file:///C:/Users/USER/Downloads/228-1088-1-PB.pdf

[2] Kadek Setiadewi. (2020). Legalitas Akta Notaris Berbasis *Cyber Notary* Sebagai Akta Otentik*. The Journal Komunikasi of law* , Vol 6, Number. 1, 130. https://doi.org/10.23887/jkh.v6i1.23446

[3] Sania Salamah & Agung Iriantoro. (2022). Prinsip Kehati-hatian dan Tanggungjawab Notaris Dalam Membuat Akta Berdasarkan Pasal 16 Ayat (1) Huruf a Undang-Undang Jabatan Notaris (Studi Kasus Putusan Nomor 457 PK/Pdt/2019. *Jurnal Kemahasiswaan Hukum & Kenotariatan Imanot*, Vol. 2, No. 2, 585-586. https://journal.univpancasila.ac.id/index.php/imanot/article/view/2875/1825

The chronology of the case can be described briefly, at first, the late N as his father IH and A who died in 2011, owned a plot of land with an area of 3,220 m2 which is located on Pegangsaan Dua street, neighborhood unit 005 community unit 002, Pegangsaan Dua ward, Kelapa Gading District, North Jakarta, with proof of ownership in the form of Property Rights Certificate No. 121/Pegangsaan Dua on behalf of late N. The deceased had a wife named the late female pilgrim NH who had died earlier in 2001. In April 2012, a portion of the land was sold by his son to HMS, with an area of 1,585 m2 by making a Sales and Purchase Agreement (PPJB) dated April 25, 2012.

In early February 2013 without the knowledge of IH and A, HMS came to the defendant's office and asked the defendant to order his staff to make a binding sale and purchase agreement number 02 dated 4 February 2013, the content of which was as if it had happened binding sale and purchase agreement between the late N and S, on that piece of land. After the deed is signed, the deed is used for the process of transfer of title and splitting the certificate to the North Jakarta BPN Office. On July 10, 2015 the North Jakarta BPN Office issued a Freehold Certificate Number 9978 on behalf of HMS with a land area of 1,585 m2 and a Freehold Certificate on behalf of HMS.

Based on this case, the Judge has considered that all the elements of Article 264 paragraph (1) of the Criminal Code have been fulfilled, so the defendant RUUR, S.H., M.Kn was legally and convincingly proven to have committed the crime of falsifying an authentic deed and sentenced the Defendant to imprisonment for 1 year and 8 months.

After done the research, hence the novelty in this paper has: (a). that a Notary should in making an authentic deed be obliged to apply the precautionary principle so that the deed he makes does not have any legal defects that result in the deed being null and void. (b). The notary has full responsibility for the authority and obligations for the authentic deed he has made in accordance with applicable regulations and the code of ethics.

2. RESEARCH METHODS

This research is normative research. Judging from the nature of this research, it is classified as analytical descriptive research, descriptive research or a method whose purpose is to describe the object under study through data or samples that have been collected.[4] The problem approach used is the statutory approach and case approach. The data of this research fully uses secondary data, both primary, secondary and tertiary materials, obtained through library research activities. The secondary data presentation technique is in the form of a description in the form of a rather long narrative, which was previously analyzed using qualitative methods, which shows in depth the phenomena revealed in the research data

3. RESULTS AND DISCUSSION

3.1. The Forgery Sale Purchase Binding Agreement by Notary Public

[4] Sugiyono, *Metode Penelitian Kuantitatif Kualitatif dan R&D*. (Bandung: Alfabeta, 2009), p.. 30.

Notary has the meaning of a public official who has the authority to make an authentic deed regarding all actions, agreements and stipulations, which must be in accordance with general rules or by the interested is desired to be stated in an authentic deed he made, is guarantee the certainty of the date, save the deed and provide the deed grosses, copies and excerpts, as well as documents as long as the making of the deed is assigned by a general regulation or excluded to officials or other people.[5]

The notary has the authority for make an authentic deed in term of all act is required by laws and regulations as well as those by the interested is desired to be stated in an authentic deed. This is as regulated in Article 1868 of the Civil Code jo. Article 15 of Act No. 2 of 2014 concerning Amendments to Act No. 30 of 2004 concerning the Office of a Notary.

The authority of a notary according to Article 15 paragraph (1) of this UUJN is for make sure that a notary is given the authorities to make authentic deeds, the all action, agreements and stipulations required by laws and regulations and/or what is desired by interested to be stated in an authentic deed. Guarantee the certainty of the date when the deed is made, keep the deed, distribute grosses, copies and excerpts of the deed, all of which during the making of the deed are not assigned or excluded to other officials or other people according to law.

Meanwhile Article 15 paragraph (1) UUJN states that one of the powers of a Notary is to make authentic deeds in general,[6] this is referred to as the authority of a notary with the following limitations:

1. Not exempt from other legal obligations.
2. Relating to a deed that must be made or given authority to make an authentic deed in relation of all action, deals and arrangements required by law or the wishes of the parties.

Then the meaning of an authentic deed to be listed in Article 1868 of the Civil Code. The meaning of an authentic deed is a deed in the form of a certain law, which is carried out by or before an authorized public official for the purpose for where the deed was drawn up. So based on the understanding above, it can be concluded that the elements of an authentic deed are:

1. The form of the deed made has regulated and determined by law;

If it is related to the cases contained in this paper, which relating PPJB that is made by the RUUR notary is in accordance with the first element as in Article 1868 of the Civil Code, because the form of the binding sale and purchase agreement has been determined by the Notary Office Law.

2. The deed is drawn up before an authorized public official; and

[5] Tim Penyusun Kamus Pusat Pembinaan dan Pengembangan Bahasa, *Kamus Besar Bahasa Indonesia*, Jakarta: Balai Pustaka, third publisher, 1990

[6] I Gusti Agung Dhenita Sari, I Gusti Ngurah Wairocana, Made Gde Subha Karma Resen. (2018). Kewenangan Notaris Dan PPAT Dalam Proses Pemberian Hak Guna Bangunan Atas Tanah Hak Milik. *Acta Comitas*, Vol 1. 45. https://ojs.unud.ac.id/index.php/ActaComitas/article/download/39327/23809

If it is related to the cases contained in this paper, the PPJB made by the RUUR notary is a deed from a public official. RUUR is a Notary, a Notary is a public official who has the authority to make an authentic deed, this is as stated in Article 15 of the Notary Office Law.

3. The deed is drawn up in accordance with the work area of a predetermined general official.

Based on the elements of an authentic deed above, that a deed can be said to be an authentic deed must meet the requirements determined by law, made by and before an authorized public official, and made at the place where the deed was made.

Because an authentic deed is made by an authorized public official, an authentic deed has perfect evidentiary power. This is because public officials are given authority by the state to carry out functions administratively, so that legality can be ensured.

The meaning of a notary deed can be seen in Article 1 number 7 of Act No. 2 of 2014 concerning the Position of Notary Public which reads "Notary deed is an authentic deed drawn up by or before a Notary according to the form and procedure stipulated in this Law".

In carrying out their duties, the notary has the authority as stipulated in UUJN, namely in Article 15 paragraph (1), this determines that the Notary is given the authority to make authentic deeds of all actions, agreements, and stipulations required by laws and regulations and/or what is desired. by those who have an interest to state in an authentic deed, guarantee the certainty of the date when the deed is made, keep the deed, distribute grosses, copies and excerpts of the deed, all of which during the making of the deed is not assigned or excluded to other officials or other people according to law. Regarding the legal subject (person or legal entity) for the purposes of the deed made or desired by the interested party.

According to Sudikno Mertokusumo, a deed is a document or writing or fact that is made in a form that has been determined by the applicable law and made in front of various officials who are given separate authority and at the place where the deed was made.

So, concluding from the definition of the deed, the letter is made before a notary in the form determined by law, signed before a notary or an authorized official, and the legal effect is perfect and absolute.

By doing an act must also fulfill the legal requirements of the agreement itself. There are 4 conditions for the validity of an agreement that must be met, viz :[7]

1. There is an agreement between the two parties,
2. The parties are capable of making an engagement,
3. A certain matter,

[7] Desi Syamsiah. (2021). Kajian Terkait Keabsahan Perjanjian E-Commerce Bila Ditinjau Dari pasal 1320 KUHPerdata Tentang Syarat Sah Perjanjian. *Jurnal Inovasi Penelitian*, Vol. 2, No. 1, 329-330. https://stp-mataram.e-journal.id/JIP/article/view/1443/1120

4. A lawful cause.

All of this has been regulated in Article 1320 of the Civil Code. If the legal requirements of an agreement have been met, then the agreement as outlined in the authentic deed fulfills the subjective and objective requirements. And agreements made by the parties because they have fulfilled the legal requirements of an agreement, then based on the provisions of Article 1338 paragraph (1) of the Civil Code it states:

"*All legally concluded agreements are law for the person who made them. The agreement cannot be revoked again without the mutual consent of both parties or without sufficient legal reasons. Justification must be given in good faith".*

Article 1338 paragraph (1) of the Civil Code is one of the principles of an agreement, namely the principle of Pacta Sun Servanda. The existence of the Pacta Sun Servanda principle will give rise to a theory, namely the theory of legal certainty. This paper uses the theory of legal certainty from Gustav Radbruch. According to Gustav Radbruch there are 4 (four) fundamental things related to legal certainty, including:

1. The law is positive, that is, the law is like a law.
2. Law is based on a fact, that is based on reality.
3. Facts must be clearly formulated in order to avoid mistake in interpreting them, with the aim of being easy to implement.
4. Positive law should not be changed easily[8]

Gustav Radbruch's statement as mentioned above at his view that legal certainty is the certainty of the law self. Legal certainty is law or legal product. Gustav Radbruch, argues that positive laws governing human interests in society must always be obeyed, even if positive laws are unfair.

Based on the opinion above, it can be stated that there are 4 fundamental things as stated by Gustav Radbruch and this is appropriate and appropriate if interpreted as intended in Article 1338 paragraph (1) of the Civil Code. A deed that is made, will automatically become a law for those who make it, this is in accordance with what Gustav Radbruch said that the law is a law.

The law here is the result of an agreement between the two parties which creates a deed and the deed becomes a law for those who make it. The law is based on fact which means is reality. A deed arises from the existence of facts, facts in the field that two or more people meet and make an agreement with each other and it is done in good faith.

The next opinion, is the theory of legal certainty put forward by Gustav Radbruch regarding positive law is not easy to change. If it is associated with a deed, the deed itself is a law, which means that the contents of the deed are positive law that must be carried out by the parties who have agreed to make it and the contents of the deed also cannot be easily changed by one of the parties, but must from the agreement of both parties if you want to change the contents of the deed that has been made.

[8] Peter Mahmud Marzuki, *Pengantar Ilmu Hukum*, Jakarta: Kencana, 2008, p. 158.

In on that the theory of legal certainty regulates clearly and logically so that it becomes normative when regulations written and announced with certainty. Clear in which a clear and logical sense. Clear in the sense of being a norm system for the others people and preventing norm conflicts.[9]

Everyone can make a rule by making a notarized agreement. The agreement is made an authentic deed made by a notary who has the authority to make an authentic deed. The Notary in carrying out his authority, namely making an authentic deed, must pay attention to the legal requirements of an agreement first.

In the case being discussed, there were irregularities in making the sale and purchase binding agreement deed made by a Notary. In making the deed there was no first element, namely an agreement between the seller and the buyer, because the name H. Ngadiman was listed as seller, with the approval of his wife named Hj. Nani Haeroni. On reality H. Ngadiman had died in 2011 while his wife had died beforehand in 2001. This is very much contrary to Article 1321 of the Civil Code which reads "no agreement is valid if the agreement was given due to an oversight, in a state of coercion or by deception". In this case, the deed of binding sale and purchase agreement made on the basis of fraud can be a reason for filing an annulment to court.[10]

Then the next element is regarding a lawful cause, in accordance with the provisions of Article 1335 of the Civil Code it is stipulated that agreements without cause or on wrong or prohibited grounds have no (legal) force.

According to Hofmann, providing an explanation about causation is a common goal will be obtained by the parties who conclude the agreement. It is not possible to have an agreement without a cause, and the teaching about causation to declare the invalidity of an agreement does not need to be associated with a forbidden purpose.[11]

Apart from that there are essential elements of an agreement, the contents of an agreement must be fixed or can be determined and the contents must also be legal or not prohibited by law, because the contents of the agreement must be enforceable by the parties.[12] According to scholars, a cause is not a cause in the sense of being the opposite of an effect. Causation in a juridical sense has nothing to do with causal teachings in natural sciences.[13]

An agreement without lawful causes will result in the agreement being null and void or considered as an agreement that has been made as never having existed. A cause which fake can occur if a cause does not which match the actual situation. The possible is also there has been a mistake against cause. Therefore, what must be considered is not what is stated as the cause, but what should be the cause. In this

[9] Sulardi dan Yohana Puspitasari Wardoyo, *`Kepastian Hukum, Kemanfaatan, dan Keadilan Terhadap Perkara Pidana Anak'*, 8/3 (2015), 263. https://jurnal.komisiyudisial.go.id/index.php/jy/article/view/57/49

[10]Fabryan Nur Muhammad, Yeni Widowaty, Trisno Rahardjo. (2019). Penerapan Sanksi Pidana Terhadap Pemalsuan Akta Otentik Yang Dilakukan Oleh Notaris. *Media of Law and Sharia*, Vool. 1, No. 1, 11, https://journal.umy.ac.id/index.php/mls

[11] J. Satrio, *Hukum Perikatan (Perikatan Pada Umumnya)*, (Bandung: Alumni, 1999), p. 218

[12] *Ibid.,* p. 221

[13] *Ibid.,* p. 224.

case, the deed of sale and purchase binding agreement made by a Notary was carried out on a basis that violated the law.

In this regard, the provisions of Article 1337 of the Civil Code state that a cause becomes prohibited if it is contrary to decency, public order and does not conflict with the applicable law. Before making an agreement, it would be nice to pay attention to the applicable law first so that in the future there will be no problems that cause the cancellation of an agreement because it is contrary to the applicable law. The case that is being discussed in this paper, the binding sale and purchase agreement made by a notary is contrary to public order and contrary to the law, because the law is obliged to uphold public order. Public order has a broader meaning, such as the security of a country, chaos in society and so on.[14]

The consequences of agreements containing prohibited causes have been regulated in Articles 1335 of the Civil Code and 1337 of the Civil Code. Article 1335 of the Civil Code stipulates that an agreement made in violation of public order, decency and contrary to the law means that the agreement becomes have no legal force, or in other words null and void. The Absolute nullity has the meaning that no agreement at all has ever been made. The result is that the parties return to their original positions, as they were before the existence of the agreement. Another consequence is that what has been paid is considered as a payment that is not owed and therefore can be claimed again. The word cancel means that the cancellation occurs by law, the parties do not need to file a claim for cancellation to court.[15]

In addition to paying attention to the legal requirements of an agreement in the case of making an authentic deed carried out by a Notary, must carry out his obligations in accordance with Article 16 paragraph (1) letters a to letter k and Article 44 of Act No. 2 of 2014 Concerning the Position of a Notary, which if violated will be subject to sanctions as referred to in Article 84 UUJN.

In this case, RUUR, SH., M.Kn as the notary who made the sale and purchase binding agreement deed has negligent in carrying out his duties by not carrying out or carrying out his obligations, namely not carrying out his position honestly and no implementing the precautionary principle, which could lead to acts of crime forgery of an authentic deed.[16]

The RUUR in this case has also ignored Article 16 paragraph (1) letter m of Act No. 2 of 2014 Concerning the Position of Notary Public, namely not reading the deed to who appeared the facing attended with at least 2 (two) witnesses and signed by the facing, witness and Notary and Article 44 of Act No. 2 of 2014 Concerning the Office of a Notary, namely after read the deed, the deed can be immediately signed by each appears, witness and notary, except if there are facing cannot sign by stating the reasons stated expressly in the deed.

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[14] *Ibid.,* p. 229
[15] *Ibid.,* p. 233
[16] Ida Bagus Paramaningrat Manuaba, I Wayan Parsa, dan I Gusti Ketut Ariawan. (2018). Prinsip Kehati-Hatian Notaris Dalam Membuat Akta Otentik. *Acta Comitas*, Vol. 1, 59–74. https://media.neliti.com/media/publications/241261-prinsip-kehati-hatian-notaris-dalam-memb-38db8cdc.pdf

If the provisions of Article 16 paragraph (1) letter m and Article 44 UUJN are not carried out, then the deed, in this case the deed of binding sale and purchase agreement, which has had the power of proof turn to a private deed or the deed becomes null and void by law which can become a reason for the party who feels aggrieved to demand compensation for compensation to the notary.[17]

In conclusion, because the RUUR Notary does not carry out the precautionary principle which can harm other people, the position of the sale and purchase binding agreement deed that has been falsified by the RUUR Notary has the status of null and void, because does not meet the fourth element of the legal requirements of an agreement, namely the lawful cause because the agreement was made with an element of fraud.

3.2. Notary Responsibilities for Deeds his Made as a Result Forgery's

Notary is a public official who has the authority to make an authentic deed related to all forms of deed, agreement and provisions required by laws and regulations and or desired by interested parties to be included in the deed. As stated in Article 1868 of the Civil Code jo. Article 15 Act No. 2 of 2014 amended Act No. 30 of 2004 concerning the Position of Notary.

Authority is formal power granted by legal, such as legislative, executive, and judicial powers. A notary in his position has the authority to make authentic deeds and other things that as have been regulated in Article 15 of Act No. 2 of 2014 change Act No. 30 of 2004 concerning the Position of Notary. The authority of a notary has bound properties, that is, occurs if it has been clearly laid out when, with situation which how the authority must be exercised and has been laid out how that decision must be made has been determined.

In addition, a notary in his position has obligations. Notaries must act honestly, reliably, thoroughly, independently, and protect the interests of the parties in the trial impartially when they were failed to doing or commit violations, when they were failed to carry out their functions honestly, commit illegal acts such as falsifying authentication documents and notaries must bear the punishment for their actions.

In terms of what the researcher conveyed, the RUUR as a notary at the time of closing the sale and purchase contract has eliminated that the first party or seller feels disadvantaged because the seller's signature given is the heir but actually it is Mr. N, where is Mr. N. passed away in 2011. Therefore, the RUUR is responsible for the deed it made in accordance with the applicable code of ethics, namely working with full responsibility.

According to Hans Kelsen the concept of liability is the concept of liability. A person can be held accountable for certain actions, in particular that person can be subject to sanctions if do actions that are contrary or contradictory. It is usually in cases where a sanction is imposed on the violator due to his own actions, holding the person accountable. In this case the subject of responsibility and the subject of legal

[17] Sondang Irene Simanjuntak, Mohamad Fajri Mekka Putra. (2022). Akibat Hukum Terhadap Pemalsuan Tanda Tangan Yang Dilakukan Karyawan Notaris Tanpat Sepengetahuan Notaris Yang Mempekerjakannya. *Jurnal Komunikasi Hukum*, Vol 8, No. 1, 75. https://ejournal.undiksha.ac.id/index.php/jkh/article/view/43874

obligations are the same. According to traditional theory, two types of obligations are distinguished, namely, irrevocable (fault-based) and absolute (absolute liability).

Liability is a broad legal term that explain almost any type of definite risk or liability, contingent on or may include all characteristics of actual and potential rights and obligations, such as: Costs, threats, crimes, losses or even circumstance create an obligation for comply Constitution. Responsibility is something that can be considered, be it choices, abilities, skills and abilities, which also includes a person's responsibility to be responsible for the law that is implemented.

The word liability refers to a legal accountability, namely liability consequence mistakes that have been made by legal subjects.[18] Accountability is a condition of being obliged to bear all things (if there is something that can be sued, blamed and so on).[19] The definition of self-responsibility according to the Big Indonesian Dictionary (KBBI) responsibility is someone's obligation to bear everything, if something happens, you can be accused, blamed and sued. In the legal dictionary, responsibility is a person's need to do what is his duty.[20]

The notary profession also requires a responsibility both individually and socially, especially on adherence to positive legal norms and willingness to comply with the professional code of ethics. With regard to the accountability of a public official according to Kranenburg and Vegtig, there are 2 (two) theories that underlie it, namely:[21]

1. The theory of fautes personalles, is which means the theory which states that losses to third persons are burdened by public officials whose because actions have caused losses. In this theory the burden of responsibility is given to humans as themselves or individuals.
2. The theory of fautes de services, which means the theory which states that losses to third persons are borne by the agency from the public official concerned. In this theory, responsibility is given to positions. In practice, losses that arise are also adjusted whether the mistake committed is an act that causes a serious or minor mistake, which case the severity of a mistake can have an impact on the responsibilities that must be borne.

The researcher uses the theory of legal accountability from Hans Kelsen which states that "a person is legally responsible for a certain action or that he bears legal responsibility, the subject means that he is responsible for a sanction in the event of a conflicting act".[22] Hans Kelsen also divides responsibilities into 4, namely:[23]

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[18]HR. Ridwan, *Hukum Administrasi Negara*, Jakarta: Raja Grafindo Persada, 2006, p. 337.
[19] W.J.S Poerwadarminta, *Kamus Bahasa Indonesia*, Jakarta: Balai Pustaka, 1982, p. 1014.
[20] Andi Hamzah, *Kamus Hukum*, Ghalia Indonesia, 2005.
[21] HR. Ridwan, *Op.Cit.,* p. 365.
[22] Hans Kelsen (a), *sebagaimana diterjemahkan oleh Somardi, General Theory Of law and State , Teori Umum Hukum dan Negara, Dasar-Dasar Ilmu Hukum Normatif Sebagai Ilmu Hukum Deskriptif Empirik*, Jakarta: BEE Media Indonesia , 2007, p.. 81
[23] Hans Kelsen (b), *sebagaimana diterjemahkan oleh Raisul Mutaqien, Teori Hukum Murni*, Jakarta: Nuansa & Nusa Media, 2006, p. 140

1. Personal responsibility means that someone is personally responsible for the violations they commit;
2. Collective responsibility means that one person is personally responsible for the harm caused by another person;
3. Liability for negligence, which means that a person is liable for intentional injury and is likely to cause harm in the future;
4. Absolute responsibility, meaning that someone is responsible for mistakes made accidentally and unexpectedly

On the case researches, the RUUR of a Notary in making a binding sale and purchase agreement is responsible individually, that is he is personally or alone responsible for the violation he has committed, the violation committed in this case is forgery binding agreements sale. The Notary's code of ethics also stipulates that a Notary must work with a full sense of responsibility. This has been regulated in the Notary Code of Ethics Article 3 number (4). Sanctions that can be imposed on a notary authorized to make authentic deeds. When the notary carried out his duties and positions in making authentic deeds, especially the PPJB, there was an error in making the PPJB. These errors can be due to formal requirements and/or material requirements, or notary errors which result in an authentic deed becoming a private deed and not being perfect evidence for interested parties and this can be done due to intentional and not intentional elements, by notary which means the notary does not carry out the principle of prudence.[24]

As in the case the researcher is discussing, a notary has negligent and did not carry out his obligations dishonestly and ignored the precautionary principle in making an authentic deed which resulted in the deed being fake. Forgery of authentic deeds is contained in Article 264 of the Criminal Code.

Based on the Law on Notary Office, it is regulated that when a notary in carrying out his position is proven to have committed an offense, then the notary must be responsible by imposing sanctions or being subject to sanctions, whether civil sanctions, criminal sanctions, administrative sanctions, code of ethics for notary positions or a combination of sanctions. These sanctions have been regulated in the Notary Office Law and the code of ethics for notary positions.[25]

From this theory the action taken by a notary if the notary violates it will be in the form of responsibility, because the notary himself is a public official. A notary as a public official (*openbaar ambtenaar*) who is authorized to make authentic deeds can be burdened with responsibility upper making them in connection with his work in making the deed. The scope of accountability of the notary includes the material truth of the deed he made. Regarding the responsibilities of a notary as a public official related to

[24] Rahardjo, S, *Sisi-sisi Lain dari Hukum di Indonesia*, (Jakarta: Kompas, 2003), p. 12
[25] Muhammad Tiantanik Citra Mido, I Nyoman Nurjaya, Rachmad Safa'at. (2018). Tanggung Jawab Oerdata Notaris Terhadap Akta Yang Dibacakan oleh Staf Notaris di Hadapan penghadap. *Lentera Hukum*, Vol. 5, No. 1, 168-171. https://core.ac.uk/download/pdf/295409113.pdf
[25] Abdul Ghofur Anshori, 2009. *Lembaga Kenotariatan Indonesia, Perspektif Hukum dan Etika.* Yogyakarta: UII Press, p. 7.

material truth, according to Nico in his book Abdul Ghofur, he differentiates into four points namely:[26]

1. The responsibility of a notary in civil terms for the material truth of the deed he made;
2. The notary's criminal responsibility for material truth in the deed he made;
3. The notary's responsibility is based on the Notary's Position Regulations for the material truth in the deed he made;
4. The responsibilities of a notary in carrying out his/her duties are based on the notary's code of ethics.

This paper has conducted several interviews with criminal experts and several Land Deed Officials, including:

According to Dr. Armansyah, SH., MH., which states that a Notary can be responsible for the law in the form of civil, criminal or administrative (code of ethics). Based on the executorial trial by the MPPN, the notary can be disrespectfully discharged, as long as the conviction is proven to be at least 5 years in prison. If it is reported criminally, then it becomes a suspect, in court it becomes a defendant until the end of the trial it turns out to be proven guilty by the judge, then that is where the accountability of a Notary is in criminal matters. If the liability is civil, the sale and purchase binding agreement that becomes a Notary product can be cancelled, the judge punishes the defendant, in this case the Notary is proven to have committed negligence in his position and has committed an unlawful act, then the claim is material or immaterial compensation in accordance with the demands of the plaintiff, while the liability Administrative code of ethics, the most severe punishment is disrespectfully dismissal, administrative authority is in the hands of the assembly and is executorial in nature.[27]

So the notary's responsibilities for the deed of sale and purchase agreement whose has been falsified signature accordance with the authority of the notary, such as civil liability, criminal responsibility, UUJN responsibility, and notary code of ethics.

4. CONCULSIONS

The deed made by a notary has the status of null and void, because it does not fulfill the fourth element of the legal requirements of an agreement, namely a lawful cause because the agreement is made with elements of fraud and is degraded into a private deed. And the notary is responsible for the deed of sale and purchase agreement such as responsibility from a civil perspective, responsibility from a criminal point of view, responsibility from a UUJN perspective, and responsibility from a notary's Code of Ethics.

[26] Ibid
[27] Dr. Armansyah, SH., MH., Personal Interview, Lecturer of Master Notary Law, Faculty of Law, University of Pancasila, Depok, 28 June 2022.

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