

Implementation of The Position and Responsibilities of Notaries as Public Officials in Carrying Out Their Offices So That They Participate in Committing Criminals in Cirebon Regency

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Abstract. *This study aims to determine and analyze the position of Notaries as Public Officials in Carrying Out Their Positions So That They Participate in Committing Criminal Acts in Cirebon Regency and to determine and analyze the Principles of Legal Protection for Notaries as Public Officials in Carrying Out Their Positions So That They Participate in Committing Criminal Acts in Cirebon Regency. The approach method in this study is the sociological legal approach method. The results of the research and discussion in this study are: The Position of Notaries as Public Officials in Carrying Out Their Positions So That They Participate in Committing Criminal Acts in Cirebon Regency in this case is categorized as a party who participated in committing criminal acts because Notary S, SH, M.Kn made a Sale and Purchase Agreement No. 598 dated December 21, 2017 for a plot of land in the Certificate of Ownership No. 1088 covering an area of 4,080 m², which then caused a dispute and it was suspected that the Notary had colluded as a result of the Notary being dragged into a lawsuit over the deed he made, even in this case, such as the notary Faridah and the defendant Ina Rosaina in Jakarta, they were even sentenced to 2 years in prison with a fine of 1,000,000,000 (one billion) with the alleged criminal act regulated in Article 264 paragraph (1) of the Criminal Code in conjunction with Article 55 paragraph (1) ke-1 of the Criminal Code, Article 3 of the Republic of Indonesia Law Number 8 of 2010 concerning the Crime of Money Laundering in conjunction with Article 55 paragraph (1) 1 ke-1 in conjunction with Article 56 paragraph (1) of the Criminal Code. Therefore, Notaries in carrying out their duties serving the legal acts of the community contain moral idealism which is*

reflected in the Code of Ethics and UUJN and the Principle of Legal Protection for Notaries as Public Officials in Carrying Out Their Positions So That They Participate in Carrying Out Criminal Acts in Cirebon Regency reflecting the principle of Legal Protection for (Positions) of Notaries in carrying out their duties as Public Officials which are regulated in Article 4 paragraph (2) and Article 16 paragraph (1) letter f UUJN. The principle of legal protection for notaries as public officials in carrying out their positions aims to provide security guarantees and legal certainty for notaries in carrying out their duties, including in the Cirebon Regency area.

Keywords: *Criminal Act, Notary Responsibility, Participation*

1. Introduction

Notary is a position of trust. This has the meaning that those who carry out the duties of the position can be trusted and because the position of Notary is a position of trust so that the position of Notary is a position of trust and the person who carries out the duties of the position can also be trusted, both of which support each other.¹The Notary position is an institution created by the state. Placing a Notary as a position is a field of work or task that is deliberately made a legal rule for certain purposes and functions (certain authorities) and is continuous as a permanent work environment.²

The deed made by a Notary, namely the authentic deed, has perfect evidentiary power whose legal force is different from a private deed. A private deed is a deed made by the interested parties themselves without the assistance of a public official. While an authentic deed is a Notary product that is greatly needed

¹Habib Adjie, 2014, Weaving Thoughts in the World of Notaries & PPAT, PT. Citra Aditya Bakti, 2nd Edition, Bandung, p. 12.

²Denny Saputra and Sri Endah Wahyuningsih, 2017, The Principle of Caution for Notaries/PPAT in Carrying Out Their Duties and Functions in Efforts to Prevent Criminalization Based on the Code of Ethics, Jurnal Akta, Vol.4 No.3 September 2017, accessed on May 16, 2024 at 20.25 WIB, p. 348.

by the community in order to create legal certainty.³Notarial Deed is the strongest and most complete proof tool so that in addition to guaranteeing legal certainty, Notarial Deed can also avoid disputes. However, in practice, disputes often arise as a result of the existence of a Notarial Deed. Even criminal cases that bring Notaries as suspects are the consequences of the deeds they make. It is very unfortunate if there is a Notarial Deed whose contents are questioned, its truth is doubted, considered contrary to law and justice and is felt to be detrimental to its clients due to unintentional or due to lack of mastery in carrying out the duties of the position and contrary to the ethics of the Notary profession. One type of Notarial Deed as regulated in Article 1867 of the Civil Code can be seen that writing consists of 2 (two) types of writing, namely authentic writing or official writing (*authentiek*) and writing underhand (*onderhands*).⁴

The government requires notaries as public officials who are appointed and dismissed by the government and are given the authority and obligation to be able to provide services to the community in helping to make agreements, make deeds and their ratification which are also the authority of notaries. Although referred to as public officials, notaries are not civil servants as referred to in the laws and regulations governing civil service. Notaries are bound by government job regulations, notaries do not receive salaries and pensions from the government, but receive salaries from honorariums or fees from their clients.⁵The main task of a notary is to make authentic deeds, whether determined by statutory regulations or by the wishes of certain individuals or

³Andi.AAPrajitno, 2010, *What and Who is a Notary in Indonesia?*, Citra Aditya Bakti, Surabaya, p. 51.

⁴Subekti (b), 1987, *Law of Evidence*, 8th ed., Jakarta: Pradnya Paramita Publisher, p. 178.

⁵Abdul Ghofur Anshori, 2009, *Indonesian Notary Institution*, Yogyakarta: UII Press, p.

legal entities that require them.⁶It can be concluded that a Notary is the only public official who has the authority to make authentic deeds.⁷

From the provisions above, it can be understood that if the Notary does not heed these provisions, then it can be considered to have committed an unlawful act. In criminal law, it is known as the theory of error, which occurs due to two factors, namely the intentional factor (*dolus*) and the negligence factor (*culpa*).⁸ This is related to the position of a notary who often becomes involved due to the burden of responsibility for the legal products he makes. As happened in Cirebon Regency where S, SH, M.Kn. (SAN) made a Deed of Sale and Purchase Agreement No. 598 for a land object with a Certificate of Ownership (SHM) No. 1088 covering an area of 4,080 m² in the name of E as the owner of the object and Muhamad Imron Hanaf as the prospective buyer. The number of the measurement letter for the object is Number 65 of 2005 which is located in Tuk Village, Kedawu District, Cirebon Regency, West Java Province. The total price of the land is Rp. 3,500,000,000, - (three billion five hundred million rupiah) with 3 payments.

Based on the description above, it is then made in the form of a thesis entitled "Implementation of the Position and Responsibilities of Notaries as Public Officials in Carrying Out Their Positions So That They Participate in Carrying Out Criminal Acts in Cirebon Regency.

2. Research Methods

The method used in this writing is empirical juridical. The juridical approach (law is seen as a norm or *das sollen*), because in discussing the problems of this study

⁶Supriadi, *Ethics and Responsibilities of the Legal Profession in Indonesia*, (Jakarta: Sinar Grafika, 2006), p. 37

⁷Abdul Jalal, Suwitno and Sri Endah Wahyuningsih, 2018, *Involvement of Notary Officials in Unlawful Acts and Participation in Criminal Acts in Document Forgery*, *Jurnal Akta*, Vol.5 No.1 March 2018, accessed on May 15, 2024 at 20.45 WIB.

⁸Sarah Sarmila Begem., Nurul Qamar., & Hamza Baharuddin. 2019. *Legal System for Resolving Serious Human Rights Violations Through the International Criminal Court*. *SIGN Jurnal Hukum, CV. Social Politic Genius (SIGn)*, Vol.1 No.1, page 2.

using legal materials (both written law and unwritten law or both primary legal materials and secondary legal materials). Empirical approach (law as a social, cultural reality or *das sein*, because in this study primary data obtained from the field is used. So, the empirical juridical approach in this study means that in analyzing the problem is done by combining legal materials (which are secondary data) with primary data obtained in the field related to the Implementation of the Position and Responsibilities of Notaries as Public Officials in Carrying Out Their Positions So That They Participate in Carrying Out Criminal Acts in Cirebon Regency.

3. Results and Discussion

3.1. The Position of Notaries as Public Officials in Carrying Out Their Positions So That They Participate in Carrying Out Criminal Acts in Cirebon Regency

A person can be said to be a public official if he fulfills 3 (three) requirements, namely: he is a government employee, holds a leadership position, and his duties are to look after the interests of the public.⁹Notary, like other public officials, plays a role in providing services to the community, the role of Notary in this case is very important, because based on the authority they have, Notary as the only public official who is authorized to make authentic deeds. As in Article 15 UUJNP stipulates "Notary is authorized to make authentic deeds regarding all acts, agreements and determinations required by laws and/or desired by the interested party to be stated in an authentic deed, guarantee the certainty of the date of making the deed, store the deed, provide grosse, copies and extracts of the deed, all as long as the making of the deed is not also assigned or excluded to other officials or other people determined by law.

Based on the provisions of Article 55 and Article 56 of the Criminal Code, it can be concluded that what is meant by participation is when the person involved in the occurrence of a criminal act or crime is not only one person, but more than one person. Although the characteristic of participation in a criminal act exists if several or more people are involved in one crime, not every person involved in the occurrence of the criminal act is called a participant who can be punished,

⁹Habib Adjie, 2008, Indonesian Notary Law, Bandung: PT. Refika Aditama, p. 161

because they must meet the requirements as stipulated in Article 55 and Article 56 of the Criminal Code as a person who commits (pleger), or participates in committing (medepleger), or orders to do (doenpleger), or encourages to commit a criminal act (uitlokker), or helps to commit a criminal act (medeplichtige). In principle, the Criminal Code adopts a system where the punishment for an assistant participant is not the same as the perpetrator. The principal punishment for an assistant is threatened to be lighter than that of the perpetrator. This principle can be seen in Article 57 paragraph 1 and paragraph 2 of the Criminal Code above, which states that the maximum principal penalty for assistance is reduced by one third, and if the crime committed is punishable by the death penalty or life imprisonment, then the maximum principal penalty for assistance is fifteen years in prison.

In this case, based on the analysis of facts in this study, it was found that Notary S, SH, M.Kn made a Sale and Purchase Agreement No. 598 dated December 21, 2017 for a plot of land in the Certificate of Ownership (SHM) No. 1088 covering an area of 4,080 m² in the name of E with a measurement letter number 65 / 2005 located in Tuk Village, Kedawu District, Cirebon Regency, West Java Province, where E is positioned as the Land Owner / Seller and MI as the Buyer Party who agreed to enter into a sale and purchase agreement on December 20, 2017. The price of the land agreed upon by the parties in the agreement is IDR 3,500,000,000, - (three billion five hundred million rupiah) with a payment method of IDR. 1,000,000,000.- (one billion rupiah) was paid on December 20, 2017 and for this payment has been made as evidenced by the receipt dated December 20, 2017 signed by ES himself. Amounting to Rp. 1,500,000,000.- (one billion five hundred million rupiah) was paid on December 21, 2017 and has been paid by ES as evidenced by the receipt dated December 21, 2017 also signed by ES

That the payment of the 3rd stage of Rp. 1,000,000,000,- (one billion rupiah) which must be paid by MI to ES no later than December 31, 2018. Because the Plaintiff has sufficient funds to complete its obligations before December 31, 2018, as stated in the Deed of Sale and Purchase Agreement No. 598 dated December 21, 2017, then in August 2018 consecutively until September 3, 2018 MI tried to complete the payment/settlement to ES earlier. However, after meeting ES several times, it turned out that ES did not want to accept/reject the payment of Rp. 1,000,000,000,- (one billion rupiah) as agreed in the Deed of Sale and Purchase Agreement. ES even tried for various reasons to cancel the Agreement in casu with reasons that were unreasonable and did not make sense under legal logic. And until this lawsuit was filed, there was no lawsuit to cancel the Deed of Sale and Purchase Agreement. However, in fact, Ester was interested in buying land for Rp 6,000,000,000, - (six billion rupiah), before MI and MI's involvement here is as a person who gave debt to Ester to help manage the sale of her boarding house which then returned the money with a certificate guarantee so that a Deed of Sale and Purchase Agreement No. 598 dated December 21, 2017 should have been a debt that would later be redeemed by Ms. Ester Mariana from Imron/Plaintiff, so it is not appropriate for the Plaintiff to take the opportunity to Validate the Sale and Purchase of this Land in Order to Have Certificate No. 1088 at a Very Cheap Price With the Deed of Sale and Purchase Agreement No. 598 dated December 21, 2017. Due to the actions of the Notary, it is clear that the position of the notary when making this legal product is very risky to be blamed by the parties in the future.

Another case such as that which occurred in West Jakarta where there was an irregularity on November 18, 2021, Two inactive notaries Faridah and Ina Rosaina were sentenced to 2 years and 8 months in prison in a land mafia case reported by Nirina Zubir. In addition, the defendant Erwin Riduan, who is also an inactive notary, was sentenced to 2 years in prison. "The court declared that the defendants Faridah and Ina Rosaina have been proven legally and convincingly

guilty of committing a crime together by falsifying authentic deeds and money laundering," said the judge at the West Jakarta District Court, Tuesday (16/8/2022). The judge believes that the defendants committed a crime regulated in Article 264 paragraph (1) of the Criminal Code in conjunction with Article 55 paragraph (1) 1st of the Criminal Code, Article 3 of Law of the Republic of Indonesia Number 8 of 2010 concerning the Crime of Money Laundering in conjunction with Article 55 paragraph (1) 1st of the Criminal Code in conjunction with Article 56 paragraph (1) of the Criminal Code. Sentencing defendant Faridah and defendant Ina Rosaina to 2 years and 8 months in prison each, and a fine of Rp1,000,000,000 (one billion) each," he said. In addition, the judge also sentenced defendant Erwin Riduan to 2 years in prison, a fine of Rp1 billion, subsidiary to 3 months. The chronology of the case is in the summary in the SIPP of the West Jakarta District Court (PN Jakbar), it was stated that initially Riri Khasmita worked at the house of the late Cut Indria Martini, who is the mother of actress Nirina Raudhaful Jannah Zubir or better known as Nirina Zubir. Riri Khasmita was trusted to take care of a boarding house in Srengseng, West Jakarta, which consisted of 5 rooms with Edirianto, her husband. In 2015, Cut Indria had told and shown her assets in the form of 6 certificates, the taxes of which had not been paid, to Riri Khasmita. Cut Indria then asked Riri Khasmita asked about the tax payment process without providing the original land ownership certificate (SHM). "Since knowing that the late Cut Indria Martini had many land assets with the Land Ownership Certificates, the defendant Riri Khasmita had an evil intention (*mens rea*) to control all of Cut Indria Martini's Land Ownership Certificates," said the prosecutor. Riri Khasmita conveyed the evil plan to Edirianto, her husband. They then took 6 SHMs that were stored in Cut Indria's suitcase. Then, they met Faridah as the Land Deed Making Officer or PPAT while handing over the 6 SHMs. They also consulted with Faridah to find a way to get money from the 6 SHMs. "On Faridah's instructions, the 6 SHMs of the late Cut Indria Martini's family were handed over to Faridah to be issued a

Deed of Sale and Purchase so that the ownership became in the name of Riri Khasmita and Edirianto, then after being transferred, they could be sold or pawned to the bank to get money quickly," said the prosecutor. In addition to Riri and Edirianto, in this case there are three other defendants who are notaries PPAT West Jakarta, namely Faridah, Ina Rosalina, and Erwin Riduan. They were charged with forgery of documents to the crime of money laundering or TPPU. The trial was conducted in a separate file.¹⁰

Notaries in carrying out their duties to serve the legal acts of the community contain moral idealism reflected in the Code of Ethics and UUJN. According to Ismail Saleh as quoted by Nomensen Sinamo, there are 4 (four) main things related to the attitude and behavior of a Notary, namely: first, having solid moral integrity; second, being honest with clients and oneself; third, being aware of the limits of one's authority; and fourth, not merely working to serve based on money.¹¹

In this case, according to Notary Lia Amalia, SH, M.Kn, the position of a notary as a public official in carrying out his/her position provides the authority to make authentic deeds that can be used as evidence in legal proceedings. However, if in carrying out his/her duties the notary is involved in a criminal act, such as forgery of documents or abuse of authority, then he/she can participate in committing the crime. In Cirebon Regency, for example, if a notary is involved in illegal practices such as forging signatures or changing the contents of a deed for personal or other party interests, he/she can be subject to criminal sanctions in accordance with applicable provisions, considering the position of the notary who plays an important role in providing legal certainty.¹²The position of a

¹⁰<https://news.detik.com/berita/d-6238310/2-notaris-divonis-2-tahun-8-bulan-bui-di-kas-mafia-tanah-nirina-zubir> accessed on August 21, 2024 at 23.00 WIB.

¹¹Nomensen Sinamo, 2014, *Philosophy of Law, Complete with Legal Professional Ethics Material*, PT. Permata Aksara, Jakarta, p. 126

¹²Interview with Notary Lia Amalia, SH, M.Kn, Notary of Cirebon City, conducted on November 12, 2024 at 12.35 WIB.

notary as a public official in carrying out his/her duties is very important because he/she has the authority to make authentic deeds that are recognized as valid evidence in various legal matters. In this capacity, the notary is tasked with ensuring that legal acts carried out by the parties, such as agreements or other transactions, are in accordance with applicable legal provisions. Notaries are expected to carry out their duties with full responsibility, considering that this position occupies a very strategic position in the Indonesian legal system.¹³

Legal responsibility is a responsibility that is the burden of the apparatus to be able to carry out their duties without violating legal guidelines. The form of legal responsibility is in the form of sanctions. The legal guidelines in question are UUUJN related to UUJNP. In addition, in Article 16 paragraph (1) letter (a) UUJNP regulates in carrying out his/her position, a Notary must act: trustworthy, honest, careful, independent, impartial and protect the interests of the parties involved in legal acts. Thus, all that is described above is a description of the moral ethics of the profession and the responsibilities of a Notary that are desired or expected, in carrying out his/her position as a public official who is authorized to make authentic deeds regarding all actions, agreements and determinations that are required by laws and/or that are desired by the interested party to be stated in an authentic deed, guaranteeing the certainty of the date of making the deed, storing the deed, providing grosse, copies and extracts of the deed, where the authentic deed in question will provide perfect proof and therefore provide legal force. The legal force referred to here is to provide legal certainty as well as legal protection for related parties.

3.2. Principles of Legal Protection for Notaries as Public Officials in Carrying Out Their Positions So That They Participate in Carrying Out Criminal Acts in Cirebon Regency

¹³Ibid,

Notaries in carrying out their duties must be guided by UUJN and the notary code of ethics. Notaries who commit violations will be subject to sanctions. Notaries cannot escape from civil and even criminal lawsuits, meaning that all actions of Notaries in carrying out their duties and obligations must be legally accountable, including all the consequences of being subject to legal sanctions for violations of the underlying legal norms.¹⁴The role of a Notary in public service in accordance with the moral ethics of the profession and the law is to establish acts in private law in the form of authentic deeds as perfect evidence with the aim of providing legal certainty as well as legal protection to the parties involved. The responsibility of a Notary in public service in accordance with the moral ethics of the profession and the law is to carry out and uphold the provisions of the Notary Code of Ethics and the Notary Law and other laws and regulations.

A notary is a public official who in carrying out his authority makes authentic deeds regarding all acts, agreements and provisions in accordance with applicable laws and regulations. A notary as a public official cannot be held legally responsible for the deeds he makes. However, when associated with the provisions of Article 84 of the UUJN, the deed made by the notary does not have the power of a notary as an authentic deed, but is only a deed under hand or is legally void by law. A notarial deed that has the power under hand if the deed does not or lacks the requirements that are met by the deed. This provision shows that as long as the deed made by the notary is made in accordance with what is required by a general regulation or by the interested party is desired to be stated in a deed, then the notary cannot be held responsible for the deed he makes. However, notaries are also humans who are not free from mistakes in making authentic deeds, however, if an error occurs either intentionally or unintentionally, the notary can be held accountable either in terms of criminal,

¹⁴Ary Yuniastuti, Jawade Hafidz, 2017, Legal Review of the Invalidity of Deeds and Notary's Liability, Jurnal Akta, Volume 4 Number 2, p.132

civil or administrative law. Administrative legal sanctions against notaries due to errors in making authentic deeds according to Article 85 of the UUJN concerning the provisions as referred to in Article 7, Article 15 paragraphs (1,2 and 3), Article 16 paragraph (1) letter a to Article 16 paragraph (1) letter k, Article 17, Article 20, Article 27, Article 32, Article 37, Article 54, Article 58, and/or Article 63, can be subject to sanctions in the form of a verbal warning, written warning; temporary suspension, honorable dismissal; or dishonorable dismissal.

In making an authentic deed, a Notary/PPAT must be responsible if the deed he/she made contains an error or violation that is intentional by the Notary/PPAT. On the other hand, if the element of error or violation occurs from the parties appearing, then as long as the Notary/PPAT exercises his/her authority according to the regulations, the Notary concerned cannot be held responsible, because the Notary/PPAT only records what is conveyed by the parties to be stated in the deed. Incorrect statements or facts conveyed by the parties are the responsibility of the parties.¹⁵

Legal protection for notaries as public officials in carrying out their duties is very important to maintain the independence of their profession and prevent abuse of authority. However, if a notary is involved in a crime, he must still be held accountable for his actions in accordance with applicable law. In Cirebon Regency, as elsewhere, this principle of legal protection must be balanced with the principles of justice, accountability, and transparency in the criminal justice system.¹⁶

Notaries/PPATs may be free from legal responsibility due to defects in the deeds they make, as long as the legal defects are caused by the mistakes of the parties, or information from documentary evidence submitted by their clients. Regarding

¹⁵Mamminaga, Andi, 2008, Implementation of the Authority of the Regional Notary Supervisory Board in the Implementation of Notary Position Based on UUJN, Thesis, Faculty of Law, Gajah Mada University, Yogyakarta, page 32.

¹⁶Interview with Lia Amalia SH, M.Kn. Ibid.

the forms of causes of legal defects that are not the fault of the Notary/PPAT, for example, the existence of original but fake identities, such as Identity Cards (KTP), Family Cards (KK), Passports, Inheritance Certificates, Certificates, Agreements, Sale and Purchase, Decrees (SK), Marriage Certificates, Birth Certificates, and so on. These documents are generally always related to the position of Notary/PPAT and the documents become the reference for Notaries/PPATs in carrying out their services as public officials tasked with representing the State to make authentic deeds. If the information submitted to the Notary/PPAT is fake or the documents given to the Notary/PPAT are fake, then the deed of binding made before the Notary/PPAT does not mean it is fake, then the deed and binding made before the Notary/PPAT do not mean it is fake. What is conveyed to the Notary/PPAT contains the truth, while the fact of the lie conveyed by the person appearing is not the authority and responsibility of the Notary/PPAT, because the Notary/PPAT deed does not guarantee that the parties are telling the truth as stated in their deed of agreement, so that if there is a problem in the material aspect, an investigation should be carried out first against the persons appearing or the parties who intentionally provide false documents to the Notary/PPAT, and not vice versa, the Notary/PPAT is the one being questioned. In fact, the legal process does not only stop at that stage, the Notary/PPAT is generally also accused of colluding with the persons appearing to issue the Notary/PPAT deed.¹⁷

In addition to the burden of responsibility for legal products made by notaries, on the other hand, notaries are given protection and guidelines in carrying out their authority as public officials through UUJN and Code of Ethics, but we first review the concept According to Fitzgerald, Salmond's legal protection theory explains that the law aims to integrate and coordinate various interests in society because in a traffic of interests, protection of certain interests can only be done

¹⁷Yoga Alfi Setiawana Suroto, 2023, Notary/PPAT Accountability in Making Deeds of Sale and Purchase of Land Rights by Non-Owners, Notary Deed Journal, Vol. 2 No. 1, p.129 accessed on August 19, 2024 at 22.23 WIB.

by limiting various interests on the other side. Legal interests are to take care of human rights and interests, so that the law has the highest authority to determine human interests that need to be regulated and protected. Legal protection must see the stages, namely legal protection is born from a legal provision and all legal regulations provided by society which are basically an agreement of the society to regulate behavioral relations between members of society and between individuals and the government which is considered to represent the interests of society.¹⁸

Notaries are bound by certain obligations and prohibitions that have been determined in the Law on the Notary Office which has now been amended to become Law of the Republic of Indonesia Number 2 of 2014 and the Notary Office Code of Ethics. Therefore, every Notary is not free from sanctions if they violate the applicable laws and regulations. In Law of the Republic of Indonesia Number 2 of 2014 concerning the Notary Office, it is stipulated that when a Notary in carrying out his duties and office is proven to have committed a violation, the Notary can be subject to or sentenced to sanctions in the form of civil sanctions, administrative sanctions, and the Notary's code of ethics. These sanctions have been regulated in such a way both in Law of the Republic of Indonesia Number 2 of 2014 and the Notary Office Code of Ethics. The Notary Office Law stipulates that when a Notary in carrying out his duties is proven to have committed a violation, the Notary can be subject to or sentenced to sanctions, in the form of civil sanctions, administrative sanctions, and the Notary's code of ethics. The Notary Office Law and the Notary Office Code of Ethics do not regulate criminal sanctions against Notaries. However, in practice, it is found that a legal action or violation committed by a Notary can actually be subject to administrative or civil sanctions or the Notary's code of ethics, but is then withdrawn or qualified as a criminal act committed by a Notary.

¹⁸Satjipto Raharjo, 2000, Legal Science, PT. Citra Aditya Bakti, Bandung, p.54.

Legal protection for the fulfillment of the rights of the parties if one party is in default in the sale and purchase agreement is very dependent on the strength of the sale and purchase agreement (PPJB) made, the legal protection provided in the sale and purchase agreement is very strong because of the evidentiary nature of the sale and purchase agreement made before a public official in this case a Notary who has very strong evidence in accordance with the evidence of an authentic deed. In addition, other protection provided is legal protection made based on the agreement made by the parties related to the sale and purchase agreement which if we relate it to the regulations on agreements, is regulated in Article 1338 of the Civil Code which reads: all agreements made legally apply as laws for those who make them.

According to Lia Amalia SH, M.Kn, explained that the principle of legal protection for notaries as public officials in carrying out their duties is to ensure that notaries can carry out their duties and authorities independently, professionally, and in accordance with the provisions of applicable laws and regulations, without any pressure or intervention from any party. This legal protection includes guarantees for notarial actions carried out in their capacity as public officials, as long as such actions do not conflict with the law, as well as the granting of legal rights that protect notaries from possible personal lawsuits arising from the implementation of their official duties. In addition, notaries are also given the right to obtain legal assistance if they face legal problems in carrying out their obligations, in order to ensure legal certainty for all parties involved in making authentic deeds.¹⁹

Another thing that must be considered by a notary in carrying out his duties related to legal protection of notaries, in the case that a notary in carrying out his duties is not careful and serious, this can cause the notary to have brought himself to an act for which the law requires him to be held accountable. If the

¹⁹ Interview with Lia Amalia SH, M.Kn, Op.Cit.

notary is proven to have committed an act of falsification of a deed, then the notary can be subject to criminal sanctions in the form of a prison sentence which has been regulated in the law. Regarding errors in unlawful acts, civil law does not distinguish between errors caused by the perpetrator's intent, but also due to the perpetrator's error or lack of care. This is like the second case example in this study where criminal sanctions were given for his actions because he was unable to maintain the trust and implement the wishes of the UUJN and the Notary's code of ethics when making authentic deeds.

4. Conclusion

1. The Position of a Notary as a Public Official in Carrying Out His Position So That He Participates in Committing a Criminal Act in Cirebon Regency in this case is categorized as a party who participated in committing a criminal act because Notary S, SH, M.Kn made a Sales and Purchase Agreement No. 598 dated December 21, 2017 for a plot of land in the Certificate of Ownership (SHM) No. 1088 covering an area of 4,080 m² which then the Deed caused a dispute and it was suspected that the Notary had collusion as a result of the Notary being dragged into a Lawsuit over the deed he made, even in this case, such as Notary Faridah and defendant Ina Rosaina in Jakarta, they were even charged with imprisonment for 2 years with a fine of 1,000,000,000,- (one billion) with alleged criminal acts regulated in Article 264 paragraph (1) of the Criminal Code in conjunction with Article 55 paragraph (1) ke-1 of the Criminal Code, Article 3 of the Republic of Indonesia Law Number 8 of 2010 concerning the Crime of Money Laundering in conjunction with Article 55 paragraph (1) 1 ke-1 in conjunction with Article 56 paragraph (1) of the Criminal Code. Therefore, Notaries in carrying out their duties to serve the legal acts of the community contain moral idealism which is reflected in the Code of Ethics and UUJN. 2. The principle of legal protection for notaries as public officials in carrying out their duties as public officials reflects the principle of legal protection for (the position of) notaries in carrying out their duties as public officials as regulated in Law Number 30 of 2004 concerning the position of notaries, Article 4 paragraph (2) and Article 16 paragraph (1) letter f of Law Number 2 of 2014 concerning the obligation of notaries to maintain the confidentiality of the deeds they make is to protect the interests of all parties related to the deeds they make. The principle of legal protection for notaries as public officials in carrying out their duties aims to provide security and legal certainty for notaries in carrying out their duties, including in the Cirebon Regency area.

5. References

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