

Cancellation of a Notary's Deed of Will that Fulfills the Elements of an Unlawful Act

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Abstract. *This study aims to examine the validity of a will deed made by a Notary when it meets the elements of an unlawful act and the Notary's responsibility in that context. The background of this study is the importance of the validity of a will deed as a legal document that determines the distribution of inheritance and the Notary's responsibility in ensuring that the deed is legally valid. The urgency of this study is directly related to the protection of heirs' rights and the integrity of the Notary profession. The research method used is normative juridical with a statutory approach and a case approach, using secondary data from literature studies and legal documents. The results of the study indicate that a will deed made in violation of legal provisions can be canceled by the court, as seen in the decision of the South Jakarta Religious Court No. 1920/Pdt.G/2018/PA.JS. Notaries have a great responsibility in ensuring that the will deed they make does not violate the law, and can be subject to civil, criminal, and administrative liability if proven guilty. The conclusion of this study emphasizes the importance of strict regulation and supervision of Notary practices, as well as effective law enforcement to protect the rights of heirs and maintain public trust in the Notary profession.*

Keywords: Deed of Wills; Heirs; Notary

1. Introduction

According to the 1945 Constitution of the Republic of Indonesia, the Republic of Indonesia is a democratic state based on Pancasila and the 1945 Constitution of the Republic of Indonesia, which protects human rights and guarantees that every citizen has equal standing before the law and government.(Ma'ruf & Wijaya, 2015) Law Number 30 of 2004 concerning the Position of Notary (hereinafter referred to as UUJN) stipulates that, Notaries as public officials who carry out their profession to provide legal services to the public, need to receive protection and guarantees in order to achieve legal certainty regarding the implementation of Notary duties.

Notarial Deed is an authentic deed, namely as the strongest and most complete evidence that clearly determines a person's rights and obligations. Therefore, the authority of a Notary to make an authentic deed must be regulated by applicable laws.(Tuwaidan, 2018) In essence, an authentic deed contains formal truth in accordance with what the parties have informed the Notary. However, the Notary has an obligation to include that what is contained in the Notarial deed has truly been understood and is in accordance with the wishes of the parties, namely by reading it so that the contents of the Notarial deed are clear, and providing access to information, including access to related laws and regulations for the parties signing the deed. Thus, the parties can freely determine to agree or disagree with the contents of the Notarial deed that they will sign. In addition UUJN, there is a Notary Code of Ethics (hereinafter referred to as the Code of Ethics) which regulates the ethics of Notaries in carrying out their duties and in everyday life. In carrying out their duties, a Notary must adhere to the code of ethics, because without it, the dignity and honor of professionalism will be lost and will no longer receive the trust of the public.

One of the authorities of a Notary, according to Article 15 paragraph (1) UUJN, is to make deeds in general, so that Notaries are expected to have sufficiently broad and in-depth knowledge and skills so that is mainstay in designing, compiling and making various authentic deeds. In terms of making a will, it is best made by a Notary, known as open baar testament. This will is most often used and is the best because the Notary can ensure that the contents of the will do not conflict with the law.(Tuwaidan, 2018) In the context of law and professional ethics, the making of a will by a Notary becomes a very important issue, especially when it is found that the deed meets the elements of an unlawful act. The main problem faced in this study is how the validity of a will made by a Notary if the deed is made in violation of applicable legal provisions. In addition, it is important to examine the Notary's responsibility in making a will containing elements of an unlawful act and the legal remedies that can be taken by the injured heirs.

In most cases, the making of a will is done before a Notary and witnesses, who must meet the requirements stated in Article 944 of the Civil Code: a) Must be 21 years old or married; b) Indonesian citizens; c) Understand the terms used in the testament. Article 992 of the Civil Code states that the testator (the testator) can revoke or withdraw a will at any time. This means that a will cannot be revoked except with a will and a Notarial deed stating that the testator wishes to revoke it in whole or in part.(Ramadhan & Lukman, 2021)

If an unlawful act occurs, the Notary as a public official can be held accountable based on the nature of the violation and the legal consequences it causes. In general, the usual liability imposed on Notaries is criminal, administrative and civil liability. This is a consequence of the violation or negligence committed by the Notary in the process of making an authentic deed. The cancellation of a Notarial deed is passive, meaning that if there is no active action or effort from the parties involved in an agreement, it will be void or null and void by law because it does not meet the legal requirements that have been determined without the need for certain legal actions from the parties concerned.(Adjie, 2013)One very important factor is the issue of community property. Undoubtedly, disputes occur because of disagreements about how to manage property. Inheritance is a legal event related to property. After a testator dies, his property is divided among the entitled heirs.(Al-Haolandi & Sukarmi, 2018)

The urgency of this research is directly related to the protection of the rights of heirs and the integrity of Notaries. Notaries, as public officials who are authorized to make authentic deeds, must guarantee that all deeds they make are valid and do not violate the law. Cases of cancellation of wills involving elements of unlawful acts can damage public trust in the position of Notary and the legal system as a whole. In addition, heirs who are harmed by unlawful acts in making wills need legal certainty and effective legal remedies to obtain justice. This research is also important to provide practical and theoretical recommendations that can be used by Notaries, heirs, and law enforcers in dealing with and resolving disputes related to the making of wills. Through this research, it is hoped that steps can be identified that must be taken to strengthen regulation and supervision of Notary practices, as well as provide appropriate solutions for the injured parties.

The making of a will by a Notary in Indonesia has several problems, including the failure to fulfill the requirements for making a will. In making a will, a Notary must ensure that all formal requirements for making a will have been fulfilled in accordance with applicable legal provisions. This includes verifying the identity of the party making the will, the availability of appropriate witnesses, and a clear understanding of the wishes and disposition of the assets of the testator. In addition, the Notary must also check whether the party making the will has sufficient mental capacity and meets the requirements for making a will. Before making a will, the Notary's actions first involve introducing the person appearing.

When making an introduction, the Notary must be able to ensure that the person appearing is in good health and able to perform legal acts, then ask and examine the wishes of the person appearing. The Notary can first explain what a will is and how to give a will, so that the person appearing truly understands and comprehends what the person appearing wants. Then the Notary checks the evidence of the letter/object that will be given is true or not in detail regarding the existence of the object and ensures that it has been/exists or has not been made before for the object in accordance with the wishes of the person appearing, also reads and signs the deed. If someone is still alive and makes a written will (olographic testament) and submits it to the Notary, the Notary must then keep the will deed (testament acte) first.

To make a notification of a will deed, also known as a will deed, the deed must be in accordance with the columns provided by the Central Will Register (DPW). If there is only one empty column, it will be unclear. In addition, the revocation of a will deed must also be reported to the Central Will Register (DPW). This is because if someone makes another will without removing the previous will, then the applicable will is the previous will. In addition, on the first five Sundays of each month, Notaries must also report or notify people about their wills. If not reported, the deed is not valid as an original deed, or only valid as a deed under hand, and can even be declared null and void by law. This is in accordance with the requirements stated in Articles 84 and 85 of the UUJN. (Hafid Arkan, 2020)

Family disputes often arise regarding the distribution of assets in a will, which can be a source of conflict between family members. Different interpretations of the language in a will can also cause conflict later on, so a Notary must ensure that there are clear provisions in the will. One case of a Notary making a will that is not in accordance with applicable provisions and an unlawful act is the cancellation of a will by the South Jakarta Religious Court with its decision No. 1920 / Pdt.G / 2018 / PA.JS., Dated May 27, 2019 Jo. Jakarta High Religious Court Decision No. 161/Pdt.G/ 2019/PTA.JK. Dated November 27, 2019 Jo. Supreme Court Decision of the Republic of Indonesia No. 409 K/Ag/ 2020, dated July 28, 2020 Jo. Supreme Court Decision of the Republic of Indonesia No. 63 PK/AG/2023, dated April 5, 2023. Dr. Hari Indra Pandji bin Hari Soehariadi Soediro as the heir/Plaintiff filed a lawsuit for inheritance and cancellation of the will against the Will Deed Number 09 dated September 30, 2015 made before Putu Asti Nurtjahyati, SH., In the modern era, the need for Notary services cannot be avoided. The government appoints Notaries as public officials, and as a state institution, Notaries act in the public interest. Notaries as a position of trust require people who can be trusted to carry it out. If the person who carries it out cannot be trusted, the position of Notary will not be trusted by the public. (Habib Adjie, 2009) In carrying out their duties and profession, a notary must adhere to the principles of caution and professionalism, so that when in the process of making a deed made by the notary it is suspected that it violates the law, the notary can provide advice and refuse to make the deed.

But in the case of the will that was annulled by the South Jakarta Religious Court, the Notary violated professional ethics. Ethical violations committed by Notaries such as falsifying documents or participating in unlawful acts. Notaries not only violate the Notary's oath and position but also violate the trust given by the community. There must be strict sanctions against Notaries who violate the code of ethics, so that there is deterrent effect for the actions he committed, both criminal, civil and administrative sanctions for making a will in an unlawful manner. This study aims to analyze the validity of a will made by a Notary/

2. Research Methods

Types of research used adopting normative legal research methods as the main approach in its analysis. Normative legal research is a type of research that focuses on the analysis of applicable laws and regulations. This method focuses on the study and interpretation of applicable legal norms, including laws and regulations, court decisions, international treaties, and legal doctrines developed by experts. In this study, the method used is the legislative approach and case approach. The statutory approach according to Peter Mahmud Marzuki is a statutory approach carried out by examining all relevant regulatory laws related to the problem being handled. The statutory approach is an approach using legislation and regulation. A normative study must of course use a statutory

approach because what will be studied are various legal rules that are the focus and central theme of a study.

Soerjono Soekanto and Sri Mammudji define secondary data as data obtained through library research and legal sources.(Budiono, AR, & Soekanto, 2015)Secondary data is information obtained through library research from various sources, such as articles, literature, applicable laws and regulations, and other sources relevant to the problem and objectives of the research. The sources of secondary data include: Primary legal materials are legal materials that have binding force. The legal materials in this study consist of the Civil Code, the Criminal Code and other regulations related to this research. Secondary legal materials, namely legal materials that are binding and consist of and provide explanations regarding primary legal materials, such as court decisions related to this research, legal journals, research results, works from legal circles regarding supervision and guidance of Notaries and so on; and tertiary legal materials, namely legal materials that are binding and consist of and provide instructions or explanations regarding primary and secondary legal materials, such as the Great Dictionary of the Indonesian Language, encyclopedias, cumulative indexes and so on.(Soerjono Soekanto and Sri Mamudji, 1986)

3. Results and Discussion

3.1. The Role of Notaries in the Process of Changes to the Articles of Association of Limited Liability Companies

The term "authentic" has perfect evidentiary power, meaning that anyone is bound by the deed, as long as it cannot be proven based on a valid court decision. Authentic deeds can not only be made by a Notary, but also by a Land Deed Making Officer (PPAT), Auction Officer, and Civil Registry Office Employees.(Greece, 2022)The notary must read the deed in front of the person requesting it and the witnesses. Instrument witnesses must be present and witness the making of the deed directly.(Greece, 2022)

Article 1868 of the Civil Code, "An authentic deed is a deed which, in the form determined by law, is made by or in the presence of a public official who has authority for that purpose in the place where the deed is made." According to the provisions of this article, the deed in question is a letter regarding legal actions related to the civil field of the party making it. This deed is made by or in front of a Notary, which is deliberately made as evidence.(Ayu & Larashati, 2023)

There are several factors that cause a deed to be canceled by the court, for example because the notary did not read the deed in front of the parties, there was an element of coercion to sign a deed and there were other formal requirements that were not met. Cancellation of a deed according to Article 1266 of the Civil Code can be concluded that there are three things that must be considered as conditions for canceling an agreement, namely the agreement

must be reciprocal, the cancellation must be made before a judge and there must be a breach of contract. An agreement can be requested to be canceled to the judge in two ways, namely by actively demanding the cancellation of the agreement before the judge and by way of defense, namely waiting until being sued before the judge to fulfill the agreement and then submitting reasons regarding the shortcomings of the agreement.(Ayu & Larashati, 2023)

Factors that can cause a notarial deed to be cancelled by the court and a Notary can be held accountable if the notary is proven to have committed a violation such as an unlawful act, for example in making the deed there is an element of coercion from the notary for one of the parties to sign, not reading the deed in front of the parties and other formal requirements for making the deed are violated by the Notary.(Ayu & Larashati, 2023)

In contract law, there are certain legal consequences if subjective and objective conditions are not met. If subjective conditions are not met, then the agreement can be canceled as long as there is a request from certain people or those concerned. This subjective condition is always overshadowed by the threat of being canceled by the interested parties from parents, guardians or custodians. So that such threats do not occur, confirmation can be requested from those concerned, that the agreement will remain valid and bind the parties. If objective conditions are not met, then the agreement is null and void by law, without the need for a request from the parties and the agreement is considered never to have existed.

Cancellation of an agreement according to Article 1320 of the Civil Code (KUH Perdata) relates to the provisions that must be met in order for an agreement to be considered valid and legally binding. Article 1320 of the Civil Code stipulates four conditions for a valid agreement: (1) agreement of those who bind themselves, (2) capacity to make a contract, (3) a certain thing, and (4) a lawful cause. The first and second conditions are included in the objective conditions because they regulate the object of the agreement. If these conditions are not met, the parties can file for cancellation of the agreement through the court. If one of these conditions is not met, the agreement can be canceled. For example, if the agreement is reached through fraud or coercion, or if one of the parties is not legally competent (such as a minor or in an unstable mental condition), then the agreement has no legal force. Cancellation of an agreement due to failure to meet these conditions aims to protect the injured party and ensure justice. The third and fourth conditions are subjective conditions because they regulate the subject of the agreement. Failure to fulfill any of these requirements will render the agreement null and void. The provisions of Article 1320 of the Civil Code serve as an important instrument in maintaining the validity and justice of every legal contract made by individuals or entities in Indonesia.

A will is an official document made by an individual to determine the distribution of his/her property after his/her death. In the Indonesian legal system, a will made by a Notary is considered valid if it meets the requirements set by law. However, if the will meets the elements of an unlawful act, its validity can be questioned and can be canceled by the court.

In 2018, the South Jakarta Religious Court received a lawsuit case number 1920/Pdt.G/2018/PA.JS. Dr. Hari Indra Pandji bin Hari Soehariadi Soediro as the Plaintiff filed a lawsuit regarding a dispute related to family law. Drg. Anggia Paraati binti Hari Soehariadi Soediro as Defendant I, Indira Paramarini binti Hari Soehariadi Soediro as Defendant II, Aditria Diah Paramita binti Hari Soehariadi Soediro. Heir I (the late Hari Soehariadi Soediro Bin Raden Soediro. That, Heir I during his lifetime was married once, namely to Heir II (the late Ratna Hindrati Setiawati Binti Singgih Kusnodirdjo alias Titi Hari Soehariadi Soediro), and had 4 children, namely: Anggia Paraati (Defendant I); Indira Paramarini, (Defendant II); Hari Indra Pandji (Plaintiff); Aditria Diah Paramita (Defendant III).

This lawsuit began with the death of the testator Hari Soehariadi Soediro, both of his parents and his wife had died earlier, leaving behind 4 (four) children, as heirs, each named Drg. Anggia Paraati binti Hari Soehariadi Soediro (Female), Indira Paramarini binti Hari Soehariadi Soediro (Female), D. Hari Indra Pandji binti Hari Soehariadi Soediro (male) and Aditira Diah Paramita binti Hari Soehariadi Soediro (Female), as evidence TI and T.II (heir statement letter) dated November 26, 2015. Then the Plaintiff filed an inheritance lawsuit, also demanding the cancellation of the will on the Will Deed Number 09 Dated September 30, 2015 made before Putu Asti Nurtjahyati, SH., Notary in the Jakarta Area, on the grounds of cancellation because the will deed contained a clause that did not comply with the provisions of applicable law. That based on the provisions of applicable law regarding wills as Presidential Instruction Number 1 of 1991 concerning the Compilation of Islamic Law (KHI) and other Islamic legal norms. Compilation of Islamic Law (KHI) Article 194 (2): The assets bequeathed must be the rights of the testator. Article 197 paragraph (2): A will becomes void if the person appointed to receive the will: a. did not know about the existence of the will until he died before the death of the testator; b. knew of the existence of the will, but he refused to accept it; c. knew about the existence of the will, but never stated whether he accepted or rejected it until he died before the death of the testator. Hadith "There is no will for heirs"

That based on the legal provisions That based on the legal provisions above, the wills of the Testator/Heir I in the Will Deed clearly violate or are not in accordance with the norms and rules of Islamic law and therefore are invalid and have no binding legal force either legally or according to Islamic law. That a will must of course contain something that can be accepted by the recipient of the will, not something that will be rejected by the recipient of the will, for example

because it burdens or eliminates the rights of the recipient of the will and so on. Thus, if a will is rejected by the recipient of the will, then such a will can be canceled;

That with the existence of a will whose contents are not in accordance with the provisions of applicable law and are not in accordance with the spirit of Islamic law, then and therefore there is sufficient reason if the Will a quo is cancelled. That, regarding the inheritance or inheritance assets mentioned above, until now there has never been a settlement of the division of inheritance according to the provisions of applicable laws, and currently the inheritance of the heirs is controlled by the Defendants, especially Defendant 1.

Before filing the lawsuit, the Plaintiff has attempted to resolve the division of the a quo inheritance. The Plaintiff has also attempted and requested the Defendants to immediately hold a division and settlement through family deliberation, but because there has been no agreed meeting point. Furthermore, the Plaintiff through this lawsuit requests the South Jakarta Religious Court to help resolve this inheritance case for the sake of legal certainty and protection of the rights of each heir, which is also in accordance with the provisions of the law, namely that no one can be required to remain united in an undivided inheritance, so they always have the right to demand the division and distribution of their inheritance estate.

In this case, the Plaintiff asked the South Jakarta Religious Court to resolve the dispute that could not be resolved through family deliberation. The lawsuit included details of the dispute, including the names of the parties involved, the chronology of events that occurred, and evidence supporting the plaintiff's claim. The plaintiff also included specific requests regarding the desired resolution. The plaintiff claims that there was a violation in the making of the will made by the defendant, which was considered to be against the law. The plaintiff feels disadvantaged because the contents of the will are not in accordance with applicable legal provisions, both in Islamic law and positive law in Indonesia.

Before entering the full trial stage, the court attempted to mediate between the two parties, but this mediation attempt was unsuccessful. The case then proceeded to trial where both parties were given the opportunity to present evidence and witnesses. In several trials, the judge listened to arguments from the plaintiff and defendant, and examined the evidence presented. The plaintiff presented evidence to support his claim, including documents related to the will that was considered problematic. The evidence presented included witness statements, written documents, and other evidence indicating fraud, coercion, or manipulation in the making of the will.

The Panel of Judges of the South Jakarta Religious Court in its decision: 1. Granted the Plaintiff's lawsuit in part; 2) Declared Heir II (the late Ratna Hindrati

Setiawati binti Singgih Kusnodirdjo alias Titi Hari Soehariadi Soediro) had died on January 17, 2008 in Jakarta; 3) Declared Heir I (the late Hari Soehariadi Soediro bin Raden Soediro) had died on October 6, 2015 in Jakarta; 4) Determined the heirs of the late Hari Soehariadi Soediro bin Raden Soediro and the late Ratna Hindrati Setiawati binti Singgih Kusnodirdjo alias Titi Hari Soehariadi Soedir; 5) Canceling the Will Deed Number 09 Dated 30 September 2015 made by Heir I before Notary Putu Asti Nurtjahjati, SH in Jakarta; 6) Declaring that the Will Deed Number 09 Dated 30 September 2015 made by Heir I before Notary Putu Asti Nurtjahjati, SH, has no legal force and is not binding.

Defendant I then filed an appeal at the Jakarta High Religious Court with Decision No. 161/Pdt.G/2019/PTA.JK which in its decision confirmed the Decision of the South Jakarta Religious Court Number 1920/Pdt.G/2018/PA.JS dated May 27, 2018 AD. Defendant I then made the final legal effort, namely filing a Judicial Review (PK) to the Supreme Court, which in its decision number 63 PK/Ag/2023, the Judicial Review Decision Rejects the Judicial Review Application from the Judicial Review Applicants, 1. Indira Paramarini Binti Hari Soehariadi Soediro and 2. Aditria Diah Paramita Binti Hari Soehariadi Soediro, said; Sentencing Defendant I and Defendant II to divide and hand over the inheritance of the Heirs which is part of the Plaintiff and the Defendants as referred to in dictum number 7 (seven), Sentencing the Judicial Review Applicants to pay court costs in this judicial review examination amounting to Rp. 2,500,000.00 (two million five hundred thousand rupiah);

This decision emphasizes the importance of compliance with Islamic inheritance law in making a will. This decision also provides clarity on the rights of heirs and ensures that the distribution of inheritance is carried out fairly and in accordance with applicable legal provisions. Analysis of the decision of the South Jakarta Religious Court regarding the cancellation of will deed Number 1920/Pdt. G/2018/PA.JS shows that the court provides significant legal protection to the plaintiff through the decision to cancel the will deed. In this decision, the court recognized the rights of the plaintiff who felt aggrieved by the existence of a will deed that was considered invalid. The court found that there was non-compliance with the applicable legal procedures in making the will deed, causing the deed to be canceled by law. This cancellation provides justice for the plaintiff by restoring the rights that should have been received, as well as correcting the violation of law that occurred. Through this decision, the South Jakarta Religious Court demonstrates its commitment to upholding the principles of justice and legal protection for parties who feel aggrieved, ensuring that any legal action that is not in accordance with the provisions of the law can be canceled in the interests of justice.

3.2. There are elements of unlawful acts in the context of a will covering several aspects, including the elements of fraud, coercion, or error in making the will.

Fraud can occur if the interested party hides important facts from the testator or manipulates information for personal gain. Coercion can occur if the testator is forced or threatened to make a will that benefits a certain party. The notary has an important role in ensuring that the will made is valid and does not violate the law. The notary must verify the identity and capacity of the testator and ensure that the testator made the will voluntarily and without coercion. The notary must also ensure that the contents of the will do not conflict with the law and do not harm other entitled parties.

If it is proven that the will was made with elements of an unlawful act, then the deed can be canceled. This cancellation can be done through a court process. As a result of the cancellation of this will, the distribution of inheritance will return to following the applicable legal provisions, be it Islamic inheritance law, customary inheritance law, or civil inheritance law, depending on the context.

Notaries involved in the making of wills that violate the law can be held accountable. This responsibility can be in the form of administrative, civil, or criminal responsibility. Notaries can be subject to administrative sanctions by professional organizations or supervisory institutions, sued civilly by the injured party, or even punished if proven to be involved in unlawful acts. From the action of requesting cancellation of the agreement, it results in a claim for recovery or even the right to request compensation by the party who feels aggrieved, while the other party who has received the performance from the opposing party is obliged to return all of the performance. (Suhartati, 2023)

In terms of ethics and professionalism, a Notary who is involved in making a will that violates the law can damage his professional reputation. In addition, public trust in the Notary institution can also decrease. Therefore, a Notary must always comply with the code of ethics and professional standards in carrying out his duties. In carrying out his duties as a Notary, a Notary must act professionally based on a noble personality and comply with the Notary's code of ethics.

To prevent the occurrence of unlawful wills, Notaries must conduct strict due diligence. This includes verifying documents, conducting in-depth interviews with the testator, and ensuring that all parties involved understand the contents and implications of the will. In addition, Notaries must also continue to follow developments in laws and regulations relating to wills and inheritance. (Bella Rizky, 2024)

The validity of a will that meets the elements of an unlawful act is highly dependent on the role of the Notary in ensuring integrity and compliance with the law in the process of making the deed. Through careful verification and

compliance with professional standards, the Notary can prevent violations of the law and ensure that the will made is valid and fair for all parties involved.

In Islam, justice is one of the main principles that must be upheld in all aspects of life, including in terms of wills and inheritance distribution. The theory of Islamic justice emphasizes that all actions, including making a will, must be done with honest intentions and without any element of injustice towards other parties.

According to Islamic law, a will is a permissible instrument for regulating the distribution of property after death, but with certain limitations. One of the main limitations is that the will must not exceed one-third of the total estate, unless agreed by the heirs. This is to ensure justice and not to disadvantage the legitimate heirs. Wills that violate this provision may be considered unfair and may be voided.

Elements of unlawful acts in making a will, such as fraud, coercion or manipulation, are contrary to the principles of justice in Islam. Islam emphasizes the importance of good intentions and honesty in all transactions. If the will is made in a way that violates the law, such as through fraud or coercion, then the deed is considered invalid according to the principles of Islamic justice.

In Islam, a Notary (or anyone who acts as a witness in the making of a will) has a great responsibility to ensure that the will is made in a fair and sharia-compliant manner. The Notary must ensure that the testator makes the will without coercion and with full understanding of the implications of the will. If the Notary fails in this duty, they can be held responsible for any injustice that occurs.

If it is proven that the will was made with elements of an unlawful act, the cancellation of the will is a just action according to Islamic law. This cancellation aims to restore the legitimate rights to the heirs who have been harmed and ensure that the distribution of property is carried out in accordance with the principles of justice taught by Islam. This cancellation is also an effort to prevent injustice and maintain the integrity of inheritance law in Islam.

If a Notary finds that the will he/she has made meets the elements of an unlawful act, there are several actions that must be taken immediately to resolve the situation. First, the Notary must immediately stop the process of making or completing the will. Given that integrity and professionalism are key in the Notary profession, taking this action is the first step to prevent further losses for the parties involved.

Furthermore, the Notary is required to inform the party who gave the instruction to make the will regarding the discovery of unlawful elements. This notification is important to ensure transparency and provide the opportunity for the party to take appropriate legal or alternative steps. The Notary must explain in detail the

unlawful elements found, be it fraud, coercion, or manipulation that occurred during the deed making process.

In addition, if the elements of the unlawful act found fall into the category of criminal acts such as fraud or forgery, the Notary has an obligation to report this case to the authorities. The criminal legal process must be followed to ensure that the perpetrator of the unlawful act receives appropriate sanctions, and the rights of the injured party are protected.

Finally, the Notary must provide legal advice to the injured party on the steps that can be taken to cancel the will through legal channels. This may include filing a civil lawsuit for cancellation of the deed and demanding compensation for the losses suffered. By providing appropriate advice, the Notary helps the injured party to obtain justice and ensure that the law is upheld. This action was not taken by Notary Putu Asti Nurtjahjati, SH in carrying out her noble professional duties as a Notary.

Analysis of the validity of a will that meets the elements of an unlawful act based on the theory of Islamic justice shows that any act that is unfair and detrimental to another party is contrary to Islamic principles. Notaries have a great responsibility to ensure that every will made is valid and fair, and complies with Islamic law and ethics. Thus, justice can be upheld and the rights of every individual can be protected in accordance with Islamic teachings. In decision No. 1920/Pdt.G/2018/PA.JS, the judge considered that the Will Deed Number 09 Dated September 30, 2015 made by Notary Putu Asti Nurtjahjati, SH at the request of Hari Soehariadi Soediro violated several legal provisions.

The judge's considerations in deciding this case are based on several important things that are reflected in the results of the considerations that have been explained in the document. First, the judge considered the main argument of the plaintiff who filed an inheritance lawsuit combined with the cancellation of the will of the Will Deed Number 9 dated September 30, 2015, made by Notary Putu Asti Nurtjahjati, SH. The plaintiff stated that the deed was not in accordance with applicable legal provisions and did not receive approval from all heirs, so it must be canceled. At the appeal, cassation and PK levels, the Judge agreed with the first level consideration that the testator was married and had four children, and during his lifetime had assets that had not been divided according to Islamic inheritance law (*faraidl*).

Furthermore, the judge considered that the will violated the provisions of Islamic law because the will exceeded the maximum limit of 1/3 of the inheritance permitted without the consent of all heirs and was not in accordance with Islamic law. First, the deed exceeded the limit of one third of the total inheritance without the consent of all heirs. Second, evidence was found of manipulation in the making of the deed that was detrimental to certain parties.

The judge also considered the principles of justice in Islamic law which emphasize the importance of fair distribution of assets and not detrimental to heirs.

4. Conclusion

A will deed made by a Notary is considered valid if it meets the requirements stipulated by law, including the requirements stipulated in Article 1868 of the Civil Code. However, if the deed contains elements of unlawful acts such as fraud, coercion, or manipulation, its validity can be questioned and can be canceled by the court. The case handled by the South Jakarta Religious Court No. 1920/Pdt.G/2018/PA.JS shows that when unlawful elements are proven, the will deed is declared invalid and not binding. In this case, the plaintiff succeeded in proving that the will deed was made in a manner that was not in accordance with the provisions of the law and was detrimental to the rights of the legitimate heirs. The cancellation of this will deed emphasizes the importance of compliance with the law and ethics in the making of wills by Notaries to ensure justice and legal protection for all parties involved. The cancellation of a will that meets the elements of an unlawful act and the responsibility of a Notary, it is recommended that regulations and supervision of the Notary profession be strengthened by increasing the role of the Regional Supervisory Council (MPD) in ensuring compliance with the law and code of ethics. In addition, ongoing training and certification are needed for Notaries to deepen their understanding of inheritance law, professional ethics, and appropriate procedures in making a will. Education for the public regarding their rights and obligations in the process of making a will is also important to prevent disputes in the future. Reforming the will reporting system through data digitization in the Central Will Register (DPW) can increase transparency and ease of access to information for heirs. Thus, this study recommends an integrated approach that includes strengthening the law, education, and modernizing the system to create justice and trust in carrying out the duties of a Notary.

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