

Legal Implications of Substantive Typing Errors in The Preparation of Notarial Deeds (RI Supreme Court Decision Number 1069 K/PDT/2020)

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Abstract. *The making of notarial deeds is an integral part of the civil law system in Indonesia which has perfect evidentiary power (authentic deeds). However, in practice, errors often occur in the process of making deeds, both formally and substantively, which can give rise to legal disputes in the future. This study aims to analyze the legal implications of substantive errors in the making of notarial deeds based on the Decision of the Supreme Court of the Republic of Indonesia Number 1069 K/Pdt/2020. This study uses a normative legal method with a statutory approach and a legal concept analysis approach. The data sources used are secondary data through literature studies including primary legal materials, secondary legal materials, and tertiary legal materials. Here, the data collection method uses the literature study method and is analyzed using the content analysis method. The results of the study indicate that substantive errors made by notaries, such as including identities or statements that do not comply with the wishes of the parties, can result in the cancellation of the deed as authentic evidence. In its ruling, the Supreme Court emphasized that substantive errors constitute a violation of the principles of prudence and notarial responsibility, which can result in legal consequences in the form of civil liability, even administrative or criminal sanctions. Therefore, notaries are required to carry out their official functions professionally, diligently, and in accordance with applicable laws.*

Keywords: *Legal Implications; Notarial Deeds; Notary Responsibilities; Substantive Errors; Supreme Court Decisions.*

1. Introduction

In order to move towards a more advanced country, the government strives to provide the best service to the community, one of which is in the service sector. In service, whether it concerns personal interests or civil contractual

relationships between the parties, the government strives to create a guarantee of legal certainty that guarantees the rights and obligations of each party. As stipulated in Article 28D paragraph (1) of the 1945 Constitution of the Republic of Indonesia, which states that "Everyone has the right to recognition, guarantees, protection, and fair legal certainty and equal treatment before the law." Therefore, a notary is needed in this matter.

A notary is an institution created by the state, which is a field of work or task that is deliberately created by legal regulations for certain purposes and functions (certain authorities) and is continuous as a permanent work environment.¹ In carrying out his/her duties, a notary must be able to act professionally based on a noble personality by always implementing the law while upholding the code of ethics of his/her profession, namely the Notary Code of Ethics.² In the Indonesian legal system, the existence of notarial deeds holds a very important position as authentic evidence in various civil legal relationships. Notaries, as public officials, are authorized by law to create authentic deeds that serve as the legal basis for a particular event or legal act. Notarial deeds have perfect evidentiary power and are the highest evidence in the civil legal evidence system, as regulated in Article 1868 of the Civil Code. Therefore, accuracy, precision, and caution in creating deeds are essential.

In relation to the treatment of authentic deeds as the strongest civil evidence according to the applicable legal system, it is necessary to have a public official assigned by law to carry out the creation of authentic deeds. Along with the development of legal relations in community life, the need for evidence in the form of authentic deeds is increasing along with the public's demand for legal certainty regarding legal acts carried out in community life. The existence of evidence in the form of authentic deeds is increasingly needed because it has an important role in every legal relationship in community life, because in authentic deeds are contained all elements of evidence consisting of writings, witnesses, instructions, confessions, and oaths.

Along with the development of legal relations in community life, the need for evidence in the form of authentic deeds is increasing along with the demands of society for legal certainty regarding legal acts carried out in community life.³ The existence of evidence in the form of an authentic deed is increasingly necessary because it plays a crucial role in every legal relationship in society, because an authentic deed contains all elements of evidence consisting of writings, witnesses, instructions, confessions, and oaths. With the existence of an authentic deed, clarity regarding the rights and obligations of each party obtains

¹ Bagir Manan, *Indonesian Positive Law* (Yogyakarta: UII Press, 2004), p. 15.

² Enny Mirfa, *Comparison of Notary Law in Indonesia and the Netherlands*, *Scientific Journal of Science Research*, Volume 2, Number 2, 2016, p. 51.

³ Wahid, A., Dewi, EK, & Sarip, S. (2019). "The Strength of Authentic Deed Evidence Against Deeds of Land Deed Making Officials (PPAT) Based on Government Regulation Number 24 of 2016 in conjunction with Article 1868 of the Civil Code," *MK: Jurnal Kajian Hukum Islam*, 4(2), p. 205.

legal certainty, thereby minimizing disputes.

A notarial deed is considered imperfect if there are deliberate or unintentional errors in the comparison, errors that are not corrected, or errors that are corrected but still remain. Therefore, it can be said that the deed was not prepared in accordance with the UUJN.⁴ So the deed can be said to be no longer perfect proof and is not authentic and ultimately the deed is said to be a private deed. Notaries carry out their duties based on the Law and the form of deeds is regulated and determined in the Law. The status of Notaries as public officials is granted by Law as seen in Article 1 number 1 UUJN. As public officials, Notaries are appointed and dismissed by the state based on the authority granted by Law. Notaries are appointed by the President as Head of State, whose implementation is delegated to the Minister of Law and Human Rights.⁵ When it comes to written evidence, a notary plays a crucial role. This is because a notary is a public official authorized to create authentic deeds.

A notarial deed as an authentic deed is the strongest and most complete evidence, meaning that the matters stated in the notarial deed must be accepted, unless the interested party can prove the opposite satisfactorily in court.⁶ Considering the importance of authentic deeds, a notary must be careful in typing the deed to avoid typing errors. However, in reality, notaries are also human beings who are not free from errors in notarial practice. There are still cases of notaries making typographical errors in their deeds. What is meant by typographical errors is errors made in typing notarial deeds, which occur not because of intent, but due to negligence or carelessness of the notary alone, so that the things written in the notarial deed do not match what is actually intended to be stated in the deed. Notaries in practice are not infrequently found to have substantive typographical errors in notarial deeds. These errors can include misspellings of the names of the parties, the object of the agreement, numbers, dates, and even the substance of the agreement clauses that directly affect the intent and will of the parties bound by the deed.⁷ When a typographical error is not merely administrative or technical, but also touches on the substance of the agreement, it can have serious legal implications, including lawsuits, cancellation of the deed, and legal and material losses for the parties.

In carrying out their duties and authorities, notaries must adhere to applicable regulations. Violating these regulations will result in losses for the parties who appear before the notary. Mistakes and negligence made by a notary while

⁴ Febriyan, MD (2018). Notaries' Responsibilities and Legal Consequences Regarding Typing Errors in Notarial Deeds Based on Law Number 30 of 2004 Concerning the Position of Notaries. *Jurnal Akta*, 4, p. 9

⁵ Habib Adjie, 2020, Interpretation, Explanation, and Commentary on the Notary Law, Bandung, Reflika Aditama, p. 275

⁶ Miftachul Machsun, Paper on the Position and Responsibilities of Notaries, Surabaya, 2015, p.6

⁷ Fakhriah, S., & Zahra, DR (2025). Renvoi's Efforts to Correct Typing Errors in Minutes of Deeds Made by Notaries. *Repertorium: Scientific Journal of Notary Law*, 14(1), p. 43.

carrying out their duties can impact the deeds they draft.⁸ The deed will be null and void by law (*van reactwege nietig*) and the deed will be cancelled (*vernietigbaar*) therefore the deed will have the power of proof like a private deed (*underhands acte*), this will result in the Notary concerned having to compensate for the costs of the losses concerned.

If a typo occurs in a deed prepared by a notary, it must first be determined whether the error is substantive or non-substantive. A non-substantive error is one that has no significant difference in meaning from the substance of the document.⁹ And with the meaning if there is a mistake the meaning of the wrong writing can still be interpreted, for example when typing the word "law" it can change to "hokum" on the other hand if the substantive causes a difference in meaning and intent to the deed made, so that what is desired in the deed will be different or not in accordance with the actual. If there is a typo either substantive or non-substantive in the minutes of the deed, then when the wrong deed is known before the minutes of the deed are signed, the minutes of the deed can still be immediately corrected by conducting a *renvooi* as regulated in the UUJN. However, there will be a difference when the minutes of the deed have been signed, the parties have left and a copy of the deed has been issued, so that in the Notary Law, the notary's authority is regulated to correct writing errors and/or typographical errors contained in the minutes of the deed that have been signed, namely as regulated in Article 51 of the Notary Law which states that the notary has the authority to correct or rectify writing errors and/or typographical errors contained in the minutes. notarial deed. Although Article 51 of the Notary Law regulates the authority of notaries to correct written errors and/or typographical errors, the Notary Law does not provide an explanation of what is meant by written errors or typographical errors and the extent to which corrections can be made, both for non-substantive and substantive errors.¹⁰ In addition, due to typographical errors made by the notary, especially errors that are of a nature that can cause losses to the interested parties.

Substantive typographical errors in the preparation of a notarial deed can have serious legal implications, depending on the extent to which the error affects the content and intent of the parties.¹¹ Substantive errors are errors that affect the substance or main content of the deed, such as the names of the parties, the object of the agreement (for example, incorrectly stating the size or address of

⁸ Jimly Asshiddiqie and Ali Safa'at, *Hans Kelsen's Theory of Law*, Jakarta Secretariat & Clerkship of the Constitutional Court of the Republic of Indonesia, 2006, p. 61.

⁹ Juwita, N. (2014). *Typographical Errors in Notarial Deed Minutes of which Copies Have Been Issued*. CALYPTRA, 2(2), p. 3.

¹⁰ Nelly Juwita (2013), *Typical Errors in the Minutes of the Akra, Copies of which Have Been Issued*, Student Scientific Journal of the University of Surabaya, Vol 2, P.13

¹¹ Fadhliana, S. (2023). *Legal Aspects of the Role of Notaries in Protecting Parties Against Substantial Errors in the Preparation of Authentic Deeds* (Master's Thesis, Sultan Agung Islamic University (Indonesia)). P. 78.

the land), the transaction value, the time period, rights and obligations. In contrast to administrative errors (such as minor typos that do not affect the meaning), substantive errors can result in legal disputes. Case example from Supreme Court Decision No. 650 K / Pdt / 2007 is a Notary making a land sale and purchase deed. In the deed, the land area is written as 600 m², when in fact it should be 800 m². Therefore, the buyer sued because he felt aggrieved. The result was that the Supreme Court stated that the deed did not reflect the wishes of the parties correctly and could be canceled. and the notary was deemed negligent and responsible. This type of error is a substantive error, because it causes a discrepancy between the object of the agreement, can cause major economic losses, causes the deed not to reflect the actual agreement between the parties. Failure to correctly state the land area is a violation of the notary's obligations. The notary violated Article 16 paragraph (1) letter a UUJN (must act carefully and thoroughly). The sanctions that can be obtained can be Administrative, namely a warning, temporary or permanent dismissal by the Supervisory Board. Civil, namely compensation if proven negligent. Criminal (if proven intentional) Article 264 of the Criminal Code (falsification of authentic deeds).

One concrete case illustrating this issue is the Supreme Court of the Republic of Indonesia Decision Number 1069 K/Pdt/2020, in which the Court was required to examine and consider the legal consequences of substantial errors in the typing of a notarial deed. This substantive typing error in the deed triggered a dispute and was challenged at the cassation level. This decision is interesting to study because it contains important aspects regarding the legal responsibility of notaries, the evidentiary power of authentic deeds, and legal protection for parties harmed by errors in the deed. Therefore, it is important to analyze legally how substantive errors in the typing of notarial deeds are viewed under Indonesian positive law, and to what extent notaries can be held accountable for such errors. In this case, there was a discrepancy between what was actually intended and agreed upon by the parties and what was written in the deed. This discrepancy became the basis for the dispute, which ultimately reached the cassation level at the Supreme Court.¹² This decision is important because it provides a legal precedent regarding the extent to which substantive typographical errors in notarial deeds can affect the validity of the deed, as well as the legal responsibility of a notary when an error occurs that causes a loss to one of the parties.¹³

In addition, this decision also confirms that the physical form of the deed is not the only element that determines the truth and validity of the contents of the

¹² Kolopaking, IADA, & SH, M. (2021). *The Principle of Good Faith in Contract Dispute Settlement Through Arbitration*. Alumni Publisher. p. 94.

¹³ Vicky, V., Samosir, T., & Harlina, I. (2024). Legal Consequences for Notaries Who Are Not Careful in Making a Deed of Power of Attorney to Sell (Case Study of Decision No. 20pk/Pid/2020). *Sasana Law Journal*, 10(2), p. 48.

agreement, but also the real will of the parties which is the substance of the agreement. From a normative aspect, the responsibilities of notaries have been regulated in Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public, which emphasizes that notaries must act honestly, independently, impartially, and responsibly in carrying out their duties. If negligence or errors occur that are detrimental to the parties, the notary can be held accountable civilly, administratively, or even criminally, depending on the level of error and the resulting legal consequences.

This problem becomes even more complex when the court is confronted with authentic deed evidence that legally possesses perfect probative force, yet it turns out to contain substantial errors that do not reflect the parties' intentions. Therefore, it is important to conduct an in-depth study of the legal aspects of substantive typographical errors in notarial deeds, including how the court addresses and interprets such cases through its legal considerations.

Substantive typographical errors in notarial deeds cannot be considered merely technical errors, but can have significant legal implications, both for the validity of the deed and for the rights and obligations of the parties. In some cases, these errors can cause the deed to lose its authentic force and can even be annulled by the court if proven to be detrimental to one of the parties. This situation also gives rise to legal liability for the notary, both civil and administrative, and in certain cases, criminal.¹⁴

Based on this urgency, this study aims to analyze in-depth the forms of substantive errors that can occur in notarial deeds, the legal implications arising from these errors, and the legal responsibilities that can be imposed on notaries as public officials. This study is expected to contribute to improving notarial professionalism and legal protection for the public.

Based on the description above, the author is interested in conducting a study in the form of research with the title: Legal Implications of Substantive Typing Errors in the Making of Notarial Deeds (Supreme Court Decision of the Republic of Indonesia Number 1069 K/Pdt/2020)

2. Research Methods

The research approach method used in this thesis is the descriptive research method. Normative juridical legal research. Normative juridical research is research that examines written legal norms in the form of statutory regulations, doctrine, jurisprudence, and applicable legal principles to answer the formulation of research problems.¹⁵ The focus of this research is to analyze the legal aspects of a legal event based on applicable legal provisions. Therefore, this research aims to examine how the law regulates and responds to the occurrence of

¹⁴ Salam, NH (2024). Criminal Liability of Notaries in Cases of Unlawful Acts in the Making of Deeds (Doctoral Dissertation, Sultan Agung Islamic University, Semarang). P. 24.

¹⁵ Subekti and Tjitrosudibio, Principles of Civil Law, Jakarta: Pradnya Paramita, 2009, p. 75

substantive typing errors in notarial deeds and how the notary's responsibility for these errors is reviewed from the applicable legal norms. The data source comes from secondary data. The data collection method uses a library research method, namely by collecting and studying various legal materials relevant to the problem being studied. The data analysis method used in analyzing the data is a qualitative normative analysis method, namely a method used to analyze legal materials based on applicable legal norms, both written and unwritten, without using statistical data or quantitative figures.

3. Results and Discussion

3.1. Legal Implications of Substantive Typing Errors in the Preparation of Notarial Deeds (Supreme Court of the Republic of Indonesia Decision No. 1069 K/Pdt/2020)

In civil law, notarial deeds hold a crucial position as strong and valid evidence. These deeds are considered authentic evidence with perfect probative force, as stipulated in Article 1868 of the Civil Code (KUHPerdara).¹⁶ When the parties agree to document their will or agreement in an authentic deed, they entrust the notary, as a public official authorized to formulate, write, and validate the statement in a valid legal form. However, even though a notarial deed is considered a strong legal product, it is still not free from the possibility of human error, one of which is typing errors.¹⁷ Typographical errors in notarial deeds can be technical or substantive. The former usually doesn't raise serious legal issues, but the latter, namely substantive errors, have the potential to lead to legal disputes, especially if the error alters or misleads the actual intentions of the parties.

In the case of Supreme Court Decision No. 1069 K/Pdt/2020 of the Republic of Indonesia, a case arose that began with a typographical error in a notarial deed drawn up before a notary. The error was not simple; it involved a substantial part of the agreement, namely the content and important provisions that determine the rights and obligations of the parties. As a result of this error, the contents of the deed no longer reflected the true intentions of the parties. One party felt severely aggrieved and ultimately filed a civil lawsuit in court. The Supreme Court, in its decision, firmly stated that substantive typographical errors in notarial deeds can undermine the evidentiary power of the deed. In other words, the deed, which should have been authentic and irrefutable evidence, loses its legal force due to the error that substantially changes the meaning of the

¹⁶ Pramono, D. (2015). The evidentiary power of deeds made by notaries as public officials according to civil procedure law in Indonesia. *Lex Jurnalica*, 12(3), 147736.

¹⁷ Made Ciria Angga Mahendra, "Legal Consequences of Typographical Errors in Deeds Prepared by Notaries", *Acta Comitas: Journal of Notary Law*, Vol. 4 No. 2 (2019): 227–236.

agreement. As a result, the deed can be declared invalid, revoked, or even not recognized as authentic evidence.¹⁸

This ruling demonstrates that notarial deeds are not inviolable documents. On the contrary, if errors are made during their creation, particularly those relating to the substance or content of the parties' wishes, the deed can lose its authenticity. This aligns with the principle of evidentiary law that the strength of authentic evidence rests on the correspondence between the facts recorded in the deed and the actual reality. When errors occur that lead to such discrepancies, the principle of authenticity can be questioned.

On the other hand, this substantive error also implicates the notary as the party who drafted and prepared the deed. Under the Notary Law (UUJN), notaries are obligated to act honestly, meticulously, and impartially in carrying out their duties. They must ensure that all contents of the deed have been fully agreed upon by the parties and reflect their wishes. Therefore, if a substantive error is found, it can be grounds for declaring the notary negligent in carrying out their duties. This negligence can open the door to civil lawsuits against the notary and may even preclude criminal liability under certain circumstances, particularly if there is evidence of intent or gross negligence that results in significant losses for the parties.¹⁹

From a civil law perspective, errors such as these can lead to a deed cancelled by the court because it does not fulfill the requirements for the validity of an agreement, loses its evidentiary power because it can no longer be considered a true reflection of the will of the parties, causes losses so that the party who feels aggrieved can file a lawsuit for compensation, becomes the basis for demanding professional accountability from the notary, both in the realm of professional ethics and civil law.

The impact is not only on the deed itself, but can also weaken public trust in the notary profession as an institution that is supposed to guarantee security and legal certainty in various civil transactions. Supreme Court Decision Number 1069 K/Pdt/2020 also sets an important precedent, warning all notaries in Indonesia not to underestimate typographical errors, especially when they involve substantive matters. This decision also strengthens the position of parties who feel aggrieved by an erroneous deed, that they have the legal right to sue and seek justice in court.

¹⁸ Reyno Iksan Derizky & I Wayan Novy Purwanto, "Legal Implications of Errors in Copies of Notarial Deeds on the Authenticity of Original Deeds", *Acta Comitatus: Journal of Notary Law*, Vol. 10 No. 1 (2025).

¹⁹ Herawati, "Notary's Responsibility in Cancelling Authentic Deeds Based on Substantive Errors", *Quantum Juris: Journal of Modern Law*, Vol. 7 No. 1 (2025).

3.2. Legal Responsibility for Notaries Who Commit Substantive Typing Errors in the Preparation of Notarial Deeds (Supreme Court of the Republic of Indonesia Decision No. 1069 K/Pdt/2020)

In notarial practice, a notary plays a crucial role in creating authentic, valid and credible evidence before the law. Therefore, professionalism, thoroughness, and responsibility are key principles that every notary must uphold in carrying out their duties. However, in reality, it is not uncommon to find negligence on the part of notaries, whether intentional or unintentional, which can lead to serious legal consequences. One particularly crucial form of negligence is substantive typing errors in notarial deeds.

This is clearly reflected in the Supreme Court of the Republic of Indonesia Decision Number 1069 K/Pdt/2020, which sets a significant precedent regarding the legal responsibility of notaries. In this case, a notary with the initials DA was found guilty of making an error in writing the land parcel number in the Deed of Sale and Purchase Agreement (PPJB). This error was not merely a technical error or a typo, but rather a substantive error that caused the identity of the object of the agreement in the deed to be unclear and inconsistent with the data recorded in the Village Book C.

As a result of this error, the Supreme Court ruled that the PPJB deed drawn up by the notary did not fulfill the objective elements in Article 1320 of the Civil Code, specifically regarding the object of the agreement, which must be clear and specific. Due to the failure to fulfill this element, the deed was declared null and void. Furthermore, the Court also ordered the notary to return a sum of money to the aggrieved party, according to the amount stated in the notary's written statement.

This ruling confirms that substantive errors in notarial deeds are not to be taken lightly, as their impact is not only detrimental to the parties to the transaction but can also undermine the authority of the notarial profession as a whole. Such errors give rise to civil and administrative legal liability for notaries.

From a civil perspective, this error can be classified as a form of unlawful act (*onrechtmatige daad*) as referred to in Article 1365 of the Civil Code. The injured party has the right to demand compensation from the notary, including reimbursement of costs, material losses, and immaterial losses.²⁰ This is also in accordance with the general principle that anyone who, through his/her fault, causes loss to another person, is obliged to compensate for that loss.

On the other hand, administratively, the actions of a notary who is negligent in carrying out his/her duties are contrary to the provisions of the Notary Law (UUJN), particularly Article 16 paragraph (1) letter a, which requires notaries to

²⁰ Rinto Wardana, SH (2022). Contractor's Criminal Liability for Building Failure. Media Nusa Creative (Mnc Publishing). P. 103

act honestly, carefully, independently and professionally.²¹ As a result, the notary public may be subject to administrative sanctions by the Notary Supervisory Board, ranging from a warning to temporary or even dishonorable dismissal, depending on the severity of the error and the consequences. It is important to note that not all typographical errors in notarial deeds have serious consequences. If the error is non-substantive or merely a simple typo (for example, a typo in a name but does not change the meaning or intent of the deed), the notary public can still correct it through a Correction Report, as stipulated in Article 51 of the UUJN. However, when the error concerns the main substance of the agreement, such as the identity of the parties, the object of the agreement, or the transaction value, the error cannot be corrected solely with a report, and can impact the legal status of the deed, changing it from an authentic deed to a private deed, and can even be declared invalid by the court.

In the context of Supreme Court Decision No. 1069 K/Pdt/2020, an error in the parcel number is considered a substantive error because it concerns the legal object of the sale and purchase agreement. This inaccuracy indicates that the notary failed to carry out their duties with due care, resulting in significant harm to the other party. Therefore, this case serves as a stern warning to notaries to always be careful and responsible in carrying out their duties. Accuracy in every detail, including double-checking the data contained in the deed, is an integral part of a notary's obligations. Failure to fulfill this responsibility not only harms the legal interests of the parties but can also lead to serious legal consequences, both civil and administrative.

4. Conclusion

Based on the results of the study and analysis of the legal responsibility of notaries who make substantive typing errors in the preparation of notarial deeds, it can be concluded that Substantive typographical errors in the preparation of notarial deeds are not only administrative errors, but can also have serious legal consequences, including the cancellation of the deed, losses to related parties, and civil lawsuits against the notary. In Supreme Court Decision No. 1069 K/Pdt/2020, the Court emphasized that substantive errors in a deed have a direct impact on the validity of the deed's contents, so that the notary has legal responsibility for the consequences of these errors. from the perspective of Gustav Radbruch's theory of legal certainty, such errors eliminate clarity and legal protection for the parties, thereby violating the principles of legal certainty, justice, and utility. Meanwhile, according to Hans Kelsen's theory of responsibility, a notary who commits a substantive error has violated applicable legal norms and, therefore, must be held accountable through sanctions in

²¹ Prasmaru, CV (2024). Notary's Responsibility for Mistakes in Writing Deeds That Have Been Made (Doctoral Dissertation, Sultan Agung Islamic University, Semarang). P. 75.

accordance with the governing legal system (whether civil, administrative, or criminal). Thus, substantive typographical errors are not merely negligence, but a violation of a notary's professional responsibility as a public official. Therefore, a notary's accuracy, integrity, and accountability are essential to ensuring authentic, valid deeds and the ability to provide fair and secure legal protection for the public. Based on the above conclusions, it can be given an appeal to notaries to always maintain professionalism and accuracy in preparing notarial deeds, especially in writing the substance, to avoid errors that could harm related parties and create legal uncertainty. Furthermore, it is hoped that supervision by authorized agencies will be increased and procedures for correcting deeds will be simplified so that substantive errors can be resolved quickly and fairly. Finally, the public is also urged to be proactive in monitoring and reporting any discrepancies found in notarial deeds to create a transparent and trustworthy legal system.

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