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Legal Consequences and Responsibilities of Notaries for Inconsistencies in the Time of Signing a Deed

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Abstract. *This study aims to analyze the legal consequences and liability of a Notary for discrepancies in the time of signing a deed and the application of the provisions of reading and signing in an authentic deed. This research is empirical legal research with a sociological approach and a case approach and is descriptive analytical in nature. Data were obtained through interviews with Notaries, literature studies, and a review of Credit Agreement Deed Number 24 dated December 12, 2025, then analyzed qualitatively. The results of the study indicate that the phrases "at that time" and "as soon as the deed is read" do not have to be interpreted as simultaneous signing at the same second, but rather require continuity between the appearance, reading, approval, and signing in a series of processes. Separate signings that do not fulfill formalities can cause the deed to only have evidentiary force as a private deed. The Notary's liability must be determined casuistically based on the form of violation, elements of error, losses, and legal consequences that arise. The deed that is the object of the research has formally reflected the provisions of reading and signing, as long as there is no evidence to the contrary.*

Keywords: *Accountability; Authentic; Notary; Signing.*

1. Introduction

Authentic deeds hold a crucial position in the civil law evidentiary system because they provide certainty regarding the acts and legal relationships outlined within them. The evidentiary power of an authentic deed does not solely stem from the existence of a public official who drafted it, but is also determined by its compliance with the form and procedures stipulated in statutory regulations. Salmah, Handayani, and Hadiyanto explain that compliance with the elements of form, official authority, and drafting procedure are factors that determine the status and evidentiary power of an authentic deed.[1]Therefore, the procedure for making a deed has an important meaning in maintaining the authenticity and evidentiary function of the deed.

As a public official, a notary is authorized by the state to create authentic deeds concerning acts, agreements, and determinations requested by interested parties, provided that such authority is not delegated to another official. In exercising this authority, a notary is not only tasked with conveying the wishes of the parties in writing, but is also obligated to ensure that each stage of the deed's formation is carried out in accordance with legal provisions. Compliance with these procedures is part of the notary's principle of prudence and professionalism in maintaining legal certainty and protection for the public.[2]

One of the important procedures in the formation of a deed is the reading and signing of the deed. Article 16 paragraph (1) letter m of the Notary Law requires that the deed be read before the parties in the presence of witnesses and signed immediately by the parties, witnesses, and the Notary. This provision is related to Article 44 paragraph (1) which stipulates that immediately after the deed is read, the deed is signed by each party, witness, and the Notary. Putri, Anwary, and Haiti place the reading and signing as closely related parts in the process of forming an authentic deed.[3]Thus, the act of signing does not only have an administrative nature, but is the final confirmation by the parties regarding the contents of the deed that has been read.

The problem arises because the Notary Law does not provide quantitative limits on the phrases "at that time" and "immediately after the deed is read." In practice, there are situations where the parties cannot participate in the signing process simultaneously due to mobility, work obligations, health conditions, emergencies, or unmet administrative requirements. Dharmayanti, Razan, and Fadilah point out that this lack of simultaneous signing can raise questions about the authenticity of the deed.[4]The issue becomes more complex if the deed formally states that the reading and signing were carried out in one series, while in fact one of the parties only signed on a different occasion.

[1]Salmah, Salmah., Handayani, Pristika., & Hadiyanto, Alwan. (2026). "The Evidential Strength of Authentic Deeds in Civil Dispute Settlement in Indonesia." in USM Law Review Journal, Volume 9 No. 2, pp. 1112–1115.
[2]Paskadwi, Bunga Mentari. (2022). "The Role and Responsibilities of Notaries Regarding the Identification of Applicants and the Legal Consequences of the Making of Authentic Deeds by Notaries (Study of South Jakarta District Court Decision Number 366/Pid.B/2021/PN.Jkt.Sel)". in Indonesian Notary, Volume 4 No. 1, pp. 572–574.
[3]Putri, Kerina Maulidya., Anwary, Ichsan., & Haiti, Diana. (2022). "The Obligation of a Notary to Read and Sign a Deed in Front of All Parties Jointly." in Notary Law Journal, Volume 1 No. 2, pp. 159–160.
[4]Dharmayanti, Dian., Razan, Rr Asfarina Izazi., & Fadilah, Nahdlotul. (2019). "Degradation of Authentic Deeds that are Not Jointly Signed by the Parties". in Legal Perspective, Volume 19 No. 2, p. 269.

This discrepancy is directly related to the deed's evidentiary power. An authentic deed obtains evidentiary power because it meets the formal requirements stipulated by law. If the required formalities are not met, the deed can be degraded, resulting in its evidentiary power only as a private deed. Gaol emphasized that violations of certain formal requirements can affect the status of a notarial deed, while Iqbal pointed out that formal defects are an issue that affects the deed's evidentiary power.[5]This issue must be distinguished from the validity of the legal relationship which is the substance of the deed because a reduction in the evidentiary power of the deed does not always result in the agreement or legal act stated therein being void.

Inconsistencies in the signing time also raise issues regarding the notary's liability. Accountability cannot be automatically imposed simply because there is a deviation in the signing process. The nature of the violation, the notary's actions, the elements of error or negligence, the losses incurred, and the causal relationship between these actions and the losses to the parties must first be assessed. Ariartini and Purwanto explained that notary liability can fall within the administrative, civil, ethical, or criminal realms, depending on the nature of the violation and the elements fulfilled.[6]Thus, a proportional approach is needed so that legal protection for the parties remains guaranteed without imposing responsibility on the Notary outside the elements of the violation that can be proven.

Previous research generally discusses the degradation of deeds, formal defects, reading and signing of deeds, and the accountability of notaries separately.[7]This study places the issue within a series of analyses by distinguishing between the literal non-simultaneity of signature affixing and the non-simultaneity of the signing process that breaks the chain of deed formation. The analysis is further strengthened by data from notarial practices and a review of Credit Agreement Deed Number 24 dated December 12, 2025 as the case object. Based on this description, this study is important to provide interpretative boundaries regarding the continuity of the reading and signing process while providing certainty regarding the consequences for the deed and the limits of Notary liability. This study aims to analyze the legal consequences and Notary liability for the inconsistency of the time of deed signing and the application of the provisions of reading and signing in authentic deeds.

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[5]Gaol, Selamat Lumban. (2018). "The Position of Notarial Deeds as Private Deeds Based on the Notary Law". in Scientific Journal of Aerospace Law, Volume 8 No. 2, pp. 102–105; Iqbal, Fariz Rachman. (2020). "The Evidential Strength of Formally Defective Notarial Deeds (Case Study: Case Number 1769/K/Pdt/2011)". in Jurist-Diction, Volume 3 No. 1, pp. 77–92.

[6]Ariartini, Ni Kadek Dwi., & Purwanto, I Wayan Novy. (2026). "Legal Responsibilities of Notaries in Making Authentic Deeds." in Jurnal Media Akademik (JMA), Volume 4 No. 3, pp. 4–9.

[7]Dharmayanti, Dian., Razan, Rr Asfarina Izazi., & Fadilah, Nahdlotul. Loc. cit.; Putri, Kerina Maulidya., Anwary, Ichsan., & Haiti, Diana. Loc. cit.; Iqbal, Fariz Rachman. Loc. cit.

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2. Research Methods

This research is empirical legal research with a sociological and case approach and has descriptive analytical specifications. Primary data was obtained through directed or semi-structured interviews with three practicing Notaries, while secondary data was obtained through a literature study of laws and regulations, books, scientific journals, doctrines, and other legal materials related to the position of Notary and authentic deeds. The study also uses Credit Agreement Deed Number 24 dated December 12, 2025 as a case object to examine the application of formalities in reading and signing the deed. All data were analyzed qualitatively by connecting empirical facts, the contents of the deed, and applicable legal provisions, then conclusions were drawn inductively.[8]

3. Results and Discussion

3.1. Legal Consequences of Inconsistency in the Time of Signing the Deed

Authentic deeds have an important position in the civil law evidence system because they provide certainty regarding the actions and legal relationships contained therein. Based on Article 1868 of the Civil Code, a deed acquires authentic character if it is made in the form prescribed by law, made by or before an authorized public official, and made within the authority of that official. This provision shows that the authenticity of a deed is not only determined by the substance of the legal act contained therein, but also by the fulfillment of the form and procedures for the formation of the deed as determined by statutory regulations.[9]

In the context of notarial law, a Notary is a public official who has the authority to make authentic deeds. This authority cannot be separated from the obligation to carry out the procedures for making deeds in accordance with the Notary Law. One of the obligations that has direct relevance to this research is the reading and signing of deeds. Article 16 paragraph (1) letter m of the Notary Law in principle requires a Notary to read the deed before the person appearing in the presence of at least two witnesses and signed at that time by the person appearing, the witness, and the Notary. This provision is further emphasized through Article 44 paragraph (1) which stipulates that immediately after the deed is read, the deed is signed by each person appearing, the witness, and the Notary, unless there is a person appearing who cannot sign and states the reason.

[8] Muhaimin. (2020). Legal Research Methods. Mataram: Mataram University Press, pp. 80, 87, 89–90, and 104–105.

[9] Salmah, Salmah., Handayani, Pristika., & Hadiyanto, Alwan. (2026). "The Evidential Strength of Authentic Deeds in Civil Dispute Settlement in Indonesia." in USM Law Review Journal, Volume 9 No. 2, pp. 1112–1115.

These two provisions demonstrate that reading and signing are not two separate acts. Reading serves to ensure that the parties present know and understand the entire contents of the deed and have the opportunity to make corrections if the contents do not align with their wishes. Once the contents are understood and agreed to, signing becomes the act that confirms agreement with the contents of the deed. Thus, reading and signing have both a temporal and functional relationship in the process of creating an authentic deed. Putri, Anwary, and Haiti position these two processes as essential parts of the formal deed-making process, which must be carried out in the presence of the required parties.[10]

Legal issues arise because the Notary Law uses the phrases "at that very moment" and "immediately after the deed is read," but does not provide a quantitative time measure for the meaning of these two phrases. There is no time limit in seconds, minutes, or hours that can be used to definitively determine when a signing is still considered "immediate." This lack of a quantitative limit allows for differences in interpretation if, in practice, there is a delay between the completion of the reading and the signing by the parties.

Based on the results of interviews with Bun Hai, SH, M.Kn., Mardiah Rasyid, SH, M.Kn., and Vivin, SH, M.Kn., the view was essentially the same that the reading and signing process should be carried out in accordance with the provisions of the Notary Law. The sources in principle place the presence of the appearer, the reading of the deed, approval of the contents of the deed, and signing as related parts of the process of making an authentic deed. If it is known from the outset that there are appearers who cannot be present, a safer step from a legal perspective is to postpone or reschedule the deed making process until the necessary parties can be present. In certain circumstances, the mechanism of granting power of attorney can also be considered as long as it is permitted by laws and regulations and in accordance with the nature of the legal act being carried out.[11]

The results of this study indicate that the meaning of "at that very moment" is inappropriate if interpreted narrowly as requiring all parties, witnesses, and notaries to sign simultaneously at the same moment. In fact, if several people are required to sign a deed, the signatures are affixed alternately. Therefore, the more relevant parameter lies not in the exact moment when the signatures are affixed, but rather in whether or not there is a break in the sequence of appearance, reading, approval, and signing.

[10]Putri, Kerina Maulidya., Anwary, Ichsan., & Haiti, Diana. (2022). “The Obligation of a Notary to Read and Sign a Deed in Front of All Parties Jointly.” in Notary Law Journal, Volume 1 No. 2, pp. 159–164.
[11]Interview with Bun Hai, SH, M.Kn., Notary, dated June 10, 2026; Mardiah Rasyid, SH, M.Kn., Notary, dated July 18, 2026; and Vivin, SH, M.Kn., Notary, dated July 20, 2026.

Based on this understanding, it is necessary to distinguish between non-simultaneous signatures and non-simultaneous signing. Non-simultaneous signatures occur when all parties, witnesses, and the notary are still involved in the deed-making process; the deed has been read aloud, and each party takes turns signing. The slight momentary difference that naturally arises due to the order of signing is still part of the process.

Conversely, the non-simultaneous signing process occurs when one of the parties does not attend the reading process or has abandoned the deed-making process and only signs at a different time or opportunity. This difference is significant because in the second situation, there is a disconnect between the appearance, reading, approval, and signing. Therefore, such a situation cannot be assessed solely on the basis of whether the signature on the minutes of the deed is complete or incomplete.

This study argues that the phrase “at that very moment” in Article 16 paragraph (1) letter m must be interpreted systematically together with the phrase “immediately after the deed is read” in Article 44 paragraph (1). This systematic interpretation leads to the understanding that the law requires a continuity of process. As long as the signing is a direct continuation of the reading, the parties and witnesses remain in the same process, and there is no separation of opportunities that interrupt the process, the affixing of signatures alternately cannot in itself be seen as a violation.

This perspective is crucial to prevent interpretations that are either too rigid or too loose. An overly rigid interpretation would imply that all parties must sign the deed simultaneously within a mathematical timeframe, when in fact, this is impossible. Conversely, an overly loose interpretation, allowing signings at different times or even days without clear boundaries, would undermine the formality intended to be upheld by the Notary Law.

In relation to the theory of legal certainty, provisions regarding reading and signing are essentially necessary to ensure that the deed formation process can be known with certainty. Legal certainty relates not only to the clarity of the substance of the legal relationship outlined in the deed, but also to the assurance that the formation process is carried out in accordance with procedures. If the temporal relationship between reading and signing is separated without a clear boundary, the function of an authentic deed as an instrument of legal certainty may be weakened.

The issue of the time of signing is closely related to the formal validity of the deed. An authentic deed has the force of formal proof regarding matters explained by a public official in the performance of his or her duties. Information regarding the day, date, time, place, presence of the parties, the reading, and the signing are part of the formal facts stated in the deed. Therefore, there is an

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obligation to ensure that the description of the process corresponds to the actual circumstances.

Formal truth must be distinguished from material truth, which stems from the statements of the notary. In principle, a notary records the statements and wishes provided by the notary and is not always responsible for the material truth of each piece of information provided, provided they have fulfilled the required obligations. However, with regard to facts within the scope of the notary's duties, such as the presence of the parties, the reading of the deed, the date of preparation, and the signing process, there is a responsibility to ensure that the formal description in the deed reflects the actual process.

The results of the interview with Bun Hai, SH, M.Kn. showed that if the deed states that the parties were present, the deed was read, and immediately afterward signed, but in fact there were parties who only signed at another time, this situation can raise questions about the formal truth of the deed. A similar view was also obtained from other sources who placed the conformity of the factual process with the description in the deed as an important aspect in maintaining the quality of an authentic deed.[12]

Thus, the presence of all signatures on the minutes of a deed is not always sufficient to conclude that the signing formalities have been met. If all signatures are present on the minutes, but one of the signatures was only affixed after the previous hearing and reading process was completed, the issue that must be assessed is how the sequence actually occurred. This assessment becomes even more important if the closing section of the deed states that the entire process was carried out as a single sequence.

From an evidentiary perspective, such discrepancies have the potential to impact the deed's formal evidentiary force. Gaol explained that compliance with the required form and procedures is closely related to the notarial deed's status as an authentic deed.[13]Likewise, Salmah, Handayani, and Hadiyanto place the fulfillment of formal requirements as one of the elements that determines the evidentiary power of an authentic deed.[14]Therefore, the assessment of time discrepancies cannot be separated from the formal nature of a Notarial deed.

The legal consequences of such violations have been specifically regulated in the Notary Law. Article 16 paragraph (9) stipulates that if one of the requirements as referred to in Article 16 paragraph (1) letter m and related provisions is not fulfilled, the deed in question only has evidentiary force as a private deed. This

[12]Interview with Bun Hai, SH, M.Kn., Notary, dated June 10, 2026; Mardiah Rasyid, SH, M.Kn., Notary, dated July 18, 2026; and Vivin, SH, M.Kn., Notary, dated July 20, 2026.
[13]Gaol, Selamat Lumban. (2018). "The Position of Notarial Deeds as Private Deeds Based on the Notary Law." in the Scientific Journal of Aerospace Law, Volume 8 No. 2, pp. 101–105.
[14]Salmah, Salmah., Handayani, Pristika., & Hadiyanto, Alwan. Op. cit., pp. 1112–1115.

provision indicates that violation of the obligation to read and sign can result in consequences in the form of a degradation of evidentiary force.

The provisions of Article 44 paragraph (5) also provide consequences for violations of the formalities of signing as regulated in Article 44. Violation of these provisions results in the deed only having evidentiary force as a private deed and can be a reason for the party who suffers a loss to demand reimbursement of costs, compensation and interest from the Notary. Thus, the consequences determined by law are not only related to the deed as evidence, but in certain circumstances can also have consequences for the Notary.

However, these consequences cannot be applied without first identifying the nature of the deviation. A momentary difference in the sequence of signings that is still ongoing in one process cannot be equated with a signing that occurs after the deed-making process has concluded. In the first situation, there is no interruption in the process, while in the second, there is a question of whether or not the required formalities have been met.

This study also distinguishes between the authenticity of a deed and the validity of the legal act contained in the deed. The degradation of a deed to have evidentiary force as a private deed does not always result in the agreement that is the substance of the deed being invalid. Article 1869 of the Civil Code in principle recognizes that a deed that loses its authentic nature due to certain defects can still have the force of a private writing as long as it meets the specified requirements.

In the context of an agreement, the validity of the parties' legal relationship must still be assessed based on the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code and other specific provisions that may apply to the legal act. Therefore, it is inappropriate to immediately conclude that any violation of the deed-making procedure renders the parties' legal relationship null and void. The consequences for the deed as evidence and the consequences for the legal act must be analyzed separately.

This distinction provides certainty for the parties because the degradation of evidentiary power essentially concerns the status of the document used to prove the legal relationship. However, if the agreement substantially meets the requirements stipulated by law and there are no provisions specifying authentic form as an absolute requirement for its validity, the legal relationship is not necessarily lost simply because the deed experiences formal issues.

From an Islamic legal perspective, the obligation to ensure conformity between the facts and the formal descriptions in the deed also aligns with the principles of trust and honesty. The office of a notary carries the trust to accurately document a legal relationship and provide certainty to the parties. Therefore, any information regarding the deed-making process within the notary's scope of responsibility should reflect the actual conditions. This principle aligns with the value of trust as embodied in Surah An-Nisa', verse 58, and the principle of justice in Surah Al-Ma'idah, verse 8.

Based on this analysis, the legal consequences of a discrepancy in the time of signing must be assessed on a case-by-case basis. If all parties are present and the signing is done alternately as a direct continuation after the reading in a series of processes, this situation does not in itself eliminate the authentic nature of the deed. On the other hand, if one of the parties does not follow the reading process or only signs on a different occasion so that the formalities of Article 16 paragraph (1) letter m and Article 44 paragraph (1) are not fulfilled, then based on Article 16 paragraph (9) and Article 44 paragraph (5), the deed can only have the power of proof as a private deed. If this discrepancy also gives rise to a difference between the facts and the formal statements in the deed, this issue is also related to the formal truth of the deed and the Notary's responsibility.

3.2. Notary's Responsibility for Time Discrepancies Signing of the Deed

As a public official, a notary public has both authority and responsibility for the execution of their duties. This responsibility extends not only to the final result, the deed, but also to the entire procedure from the time the parties present their wishes until the deed is read and signed.

Based on the results of interviews with three Notaries who were research sources, signing the deed separately from the series of reading and signing is not a desired condition in practice. In principle, the viewing, reading and signing must be carried out in one series in accordance with the Law on Notary Positions. However, in practice there are certain circumstances that can cause the presenter to be unable to attend at the appointed time.[15]

Factors identified include high mobility of the parties due to work or being out of town, health conditions and emergencies, changes in transaction schedules, and unmet administrative requirements. While these factors generally originate from the parties, they cannot be used as an excuse for a notary to ignore formal requirements. The notary's responsibility lies precisely in taking professional action in dealing with these circumstances.

Interview results indicate that the safest course of action is to reschedule the process until all necessary parties are present. Using a power of attorney may be an alternative, provided it is permitted by law and appropriate to the nature of the legal action being performed.[16]Thus, the Notary's responsibility is primarily

[15]Interview with Bun Hai, SH, M.Kn., Notary, dated June 10, 2026; Mardiah Rasyid, SH, M.Kn., Notary, dated July 18, 2026; and Vivin, SH, M.Kn., Notary, dated July 20, 2026.
[16]Interview with Bun Hai, SH, M.Kn., Notary, dated June 10, 2026; Mardiah Rasyid, SH, M.Kn., Notary, dated July 18, 2026; and Vivin, SH, M.Kn., Notary, dated July 20, 2026.

preventive, namely ensuring that all formal requirements are met before the deed is completed.

The principle of prudence is crucial in these preventive measures. Notaries need to verify the identity, competence, and authority of the parties, the completeness of the documents, the suitability of the parties' intentions, and the readiness of all parties to participate in the reading and signing. Paskadwi explained that careful identification of the parties and compliance with the deed preparation requirements play a crucial role in preventing legal issues arising regarding authentic deeds.[17]Business interests, transaction deadlines, or transaction settlement requirements cannot be used as reasons to disregard formalities stipulated by law.

Preventive measures can also be implemented through office administration, including confirming the parties' attendance, checking the completeness of documents before the hearing, and maintaining a proper schedule. Information technology can be utilized to support scheduling and coordination, but it cannot replace the formalities of hearing and signing required by the Notary Law.

If a violation has occurred, the notary's liability must be determined based on the nature of the violation, the elements of the error, the legal consequences, and the losses incurred. Therefore, a discrepancy in the time of signing does not automatically give rise to all forms of liability simultaneously.

First, administrative liability relates to violations of official obligations and can result in investigations and sanctions in accordance with the Notary's oversight mechanism. However, it must first be proven that the action constitutes a formal violation. Subsequent signatures within a single process cannot be equated with signing on a separate occasion after the completion of the previous process.

Second, civil liability may arise if a notary's error or negligence results in a loss for an interested party. Article 44 paragraph (5) of the Notary Law opens up the possibility of a claim for reimbursement of costs, damages, and interest. However, such liability still requires proof of the error, loss, and causal relationship between the notary's actions and the loss experienced.[18]

Third, ethical liability can arise if a notary's actions violate professional standards, the honor of the office, and the Notary Code of Ethics. This can occur, among other things, if the notary knowingly ignores procedures or allows information in the deed to be inconsistent with the actual process.

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[17]Paskadwi, Bunga Mentari. (2022). “The Role and Responsibilities of Notaries Regarding the Identification of Applicants and the Legal Consequences of the Making of Authentic Deeds by Notaries (Study of South Jakarta District Court Decision Number 366/Pid.B/2021/PN.Jkt.Sel)”. in Indonesian Notary, Volume 4 No. 1, pp. 572–574.

[18]Ariartini, Ni Kadek Dwi., & Purwanto, I Wayan Novy. (2026). “Legal Responsibilities of Notaries in Making Authentic Deeds.” in Jurnal Media Akademik (JMA), Volume 4 No. 3, pp. 4–9.

Fourth, criminal liability does not arise simply because a deed is formally flawed or becomes the subject of a dispute. Criminal liability can only be imposed if the notary's actions fulfill the elements of a criminal offense, contain an element of error, and can be proven under criminal law.[19]Therefore, administrative, civil, ethical and criminal issues must be distinguished based on their respective elements.

The theory of legal responsibility asserts that legal consequences must be linked to the norms that are concretely violated.[20]The absence of a witness due to work, health conditions, or other circumstances is not inherently the fault of the notary. However, the notary's response to such circumstances can still be assessed. Delaying the process is an act of caution, while continuing to draft the deed while ignoring formal obligations can be grounds for an assessment of liability.

From an Islamic legal perspective, this responsibility is also related to the value of trust, which requires notaries to carry out their duties honestly, meticulously, and impartially. Therefore, compliance with the reading and signing procedures is part of a notary's legal and moral responsibility.

Based on the research findings, the primary effort to mitigate the risk of liability is strengthening preventive measures through reviewing the readiness of the parties and documents, rescheduling if any parties are unable to appear, and communicating the importance of attendance during the deed-making process. Furthermore, clarity is needed regarding the meaning of the phrases "at that very moment" and "immediately after the deed is read" to provide a more definitive measure that the signing is interpreted as a continuous process, not a mathematically equal time.

Thus, a notary's liability for discrepancies in the signing time must be determined proportionally based on concrete facts. Not every time discrepancy constitutes a violation, and not every violation gives rise to all forms of liability. Administrative, civil, ethical, and criminal liability each have their own basis and elements that must be assessed separately to maintain a balance between protecting the parties and ensuring the limits of the notary's liability.

3.3. Application of the Provisions for Reading and Signing Deeds in Deeds Credit Agreement Number 24 Dated December 12, 2025

Credit Agreement Deed No. 24 dated December 12, 2025, is used as the case study in this study to examine the application of the provisions regarding reading and signing in constructing an authentic deed. The use of this deed is not

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[19]Ariartini, Ni Kadek Dwi., & Purwanto, I Wayan Novy. Op. cit.
[20]Kelsen, Hans. (2006). General Theory of Law and State, translated by Raisul Muttaqien. Bandung: Nusa Media, p. 7.

intended to indicate any violations in its drafting process, but rather to examine how the processes of presentation, reading, and signing are formally outlined in the deed.

The selection of a credit agreement deed has relevance to research because the deed is a deed made before a Notary based on the wishes of the parties. In this kind of deed, the presence and statements of the presenter have an important position because the Notary expresses the legal relationship desired by the parties into an authentic form. Therefore, the reading and signing procedures have a direct relationship with the formal aspects of deed formation.

The opening section of Credit Agreement Deed No. 24 lists the day, date, and time of the deed's creation, namely Friday, December 12, 2025, at 10:00 a.m. WIB. This section also contains the identities and positions of the parties appearing before it. The inclusion of the time element and the identity of the parties appearing is part of the formal construction that provides certainty regarding when and by whom the legal act was declared before a notary.[21]

The closing section of the deed further explains that the deed has been read by the Notary to the parties appearing in the presence of witnesses and "immediately thereafter" signed by the parties appearing, witnesses and the Notary.[22]The formulation “immediately thereafter” is relevant because it explicitly describes the relationship between the completion of the reading and the signing.

When linked to Article 16 paragraph (1) letter m of the Notary Law, this formulation reflects the obligation that after the deed is read, the signing is carried out by the required party. Likewise, when linked to Article 44 paragraph (1), the use of the words "immediately thereafter" indicates that the signing is placed as a continuation of the reading and not as a stand-alone action on a separate occasion.

This construction supports the research analysis that the reading and signing are a single process. The word "immediately" does not necessarily mean that all parties sign at the same time. Applicants, witnesses, and the notary can, in fact, sign alternately. What must be maintained is that the entire process is a direct continuation after the deed has been read, and that the required parties remain in the same sequence of appearances.

Thus, if the first person appearing signs the minutes, and then the subsequent persons appearing, witnesses, and the notary take turns signing during the same process, this situation is in principle in accordance with the meaning of "immediately after the deed is read." This is different if one of the persons

[21]Credit Agreement Deed Number 24 dated December 12, 2025, the initial part of the deed.
[22]Ibid., closing section of the deed.

appearing is not present during the process and only signs at a later time. The second situation has the potential to break the temporal relationship described by the deed closing formulation.

However, research into Credit Agreement Deed No. 24 must be limited to the available evidence. A copy of the deed reveals that the formal reading and signing are stated to have occurred as a single sequence. However, the copy itself does not provide information regarding every factual detail of what occurred in the notary's office when the deed was drawn up.

Therefore, this study does not find sufficient basis to conclude that Credit Agreement Deed No. 24 was signed separately or on different occasions. No conclusion regarding a violation can be drawn solely based on the hypothesis that is the subject of this study. Conversely, in the absence of other evidence indicating a different situation, the formal information contained in the deed should be the basis for assessing the implementation of its drafting process.

This is a consequence of the evidentiary power of authentic deeds. Deeds that superficially meet the requirements for authenticity and are drawn up by authorized officials are, in principle, treated as authentic deeds until evidence to the contrary is presented. Fauziannor, Rahman, Syaugi, and Ilham explain that authentic deeds have stronger evidentiary power than private deeds because their creation process involves public officials and fulfills legally prescribed formalities.[23]

In the context of Credit Agreement Deed No. 24, the document's analysis is based on the deed's formal construction's compliance with the provisions of the Notary Law. The opening section lists the time and parties, while the closing section explains the reading followed by the signing. Based on these elements, the deed formally reflects the provisions regarding reading and signing.

This analysis also demonstrates the importance of distinguishing between assessing the text of a deed and proving the actual process of its creation. The text of a deed can demonstrate how a process is stated to have occurred. However, if someone argues that the actual process differs from that described, that argument requires separate proof. Without such evidence, it is inappropriate to reduce the evidentiary value of a deed solely based on conjecture.

If in a case it can later be proven that the facts differ from the formal description in the deed, then the analysis of Article 16 paragraph (9) and Article 44

[23]Fauziannor, Ahmad., Rahman, M. Aditya., Syaugi, Ahmad., & Ilham, Muhammad Idrus. (2025). "Comparison of the Evidential Strength of Authentic and Private Deeds in Civil Disputes." in Indonesian Journal of Islamic Jurisprudence, Economic and Legal Theory, Volume 3 No. 2, pp. 1965–1966.

paragraph (5) becomes relevant to determine the consequences for the strength of the evidence. Likewise, the Notary's responsibility can only be assessed after knowing the actual actions taken, the errors that can be proven, and the consequences that arise from these actions.

Thus, the application of the provisions on reading and signing in Credit Agreement Deed Number 24 formally reflects Article 16 paragraph (1) letter m and Article 44 paragraph (1) of the Notary Law. The use of the phrase "immediately thereafter" indicates that the reading and signing are described as a continuous process. As long as there is no evidence to the contrary, the deed must be deemed to have fulfilled the formalities of reading and signing.

The analysis of the deed also reinforces the research's main finding that the issue regarding the timing of the signing lies not in whether all parties signed at the same time, but rather in whether the signing was part of a series of processes following the reading. If this sequence is maintained, alternating signatures does not constitute a violation. Conversely, if there is a time or opportunity gap that breaks the sequence and this can be proven, the legal consequences must be analyzed based on the formalities violated and the applicable sanctions.

4. Conclusion

Based on the research results, it can be concluded that the provisions regarding the reading and signing of deeds in principle require a continuous series of processes between the presentation, reading, approval, and signing. The phrases "at that very moment" and "immediately after the deed is read" do not require all parties to sign simultaneously at the same second, so that alternating signatures can still fulfill the formalities as long as they are carried out in the same series of processes. Conversely, if the signing is carried out at different times or occasions, thus breaking the series and the required formalities are not fulfilled, the deed can be degraded to a deed that only has the power of proof as a private deed. The Notary's responsibility in this situation must be assessed casuistically and proportionally based on the form of violation, elements of error, losses, and legal consequences that arise so that administrative, civil, ethical, or criminal responsibility cannot be applied automatically simultaneously. Regarding the Credit Agreement Deed Number 24 dated December 12, 2025, the formal statement in the closing section has reflected the reading and signing in one series of processes and no sufficient facts were found to state that there was a different implementation, so that as long as there is no evidence to the contrary, the deed must be assessed as fulfilling the formal provisions for reading and signing. Notaries should exercise due care by ensuring the readiness and attendance of the parties, the completeness of the documents, and the continuity between the reading and signing before the deed-making process is completed. If a party is unable to attend, rescheduling or other legitimate legal mechanisms should be prioritized over separate signings. Notary offices should also strengthen their internal administrative systems and procedures through verification, schedule confirmation, and documentation of the deed-making process. Furthermore, regulators, notary organizations, and supervisory bodies should provide clearer guidelines regarding the meaning of the phrases “at that time” and “immediately after the deed is read” to create a clearer delineation between a signature that is part of the process and a separate signing.

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