

## Legal Implications of The Notary's Position in Relation to Conflict of Interest Involving Client

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**Abstract.** *This research aims to analyze the legal implications for Notaries who draft deeds for the benefit of clients but contain conflicts of interest that violate the law and the notarial code of ethics, as well as the role of the Regional Supervisory Council (in overseeing such violations. Conflicts of interest in notarial practice may arise when a Notary has personal, financial, or professional ties with one of the parties, thereby compromising neutrality and threatening the validity of the authentic deed. The results of the study indicate that the legal implications include the legal nullification of the deed, the imposition of administrative sanctions such as written warnings, temporary suspension, and even permanent dismissal, as well as potential criminal liability if there is evidence of intent or bad faith. These provisions are regulated under the Notary Law (UUJN), the Notarial Code of Ethics, and relevant provisions of civil and criminal law. In certain cases, deeds executed without the presence of the parties or outside the notary's office without lawful justification are declared legally defective and lose their authenticity. In this context, the Regional Supervisory Council plays a crucial role as a supervisory body authorized to conduct clarification, investigation, and recommend sanctions for Notaries proven to have committed violations. Pursuant to Article 70 of the UUJN, the Regional Supervisory Council is also empowered to receive public complaints and prevent violations through periodic evaluations. Thus, the Regional Supervisory Council serves as an essential instrument in upholding the integrity of the notarial profession and maintaining public trust in authentic deeds as valid legal evidence.*

**Keywords:** Client; Conflict; Implications; Interest; Notary.

## **1. Introduction**

A Notary is a professional position in the field of law that plays an important role in society, especially in the drafting and legalization of legal documents. A Notary is a public official appointed by the state through the competent authority, namely the Ministry of Law and Human Rights, to act as a neutral and independent party in drawing up authentic deeds and providing other legal services. The notarial profession is specifically regulated by legislation, such as Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Office of Notary (hereinafter referred to as the Notary Law).

A Notary is legally authorized under Article 15 paragraph (1) of the Notary Law to draw up authentic deeds regarding determinations or agreements made by and between parties. These deeds must be agreed upon by the parties concerned and must comply with applicable laws and regulations. Additionally, as long as the drawing up of deeds is not assigned to another official as mandated by law, a Notary has the obligation to keep the deeds, guarantee the certainty of the date of the deed, and provide grosses, copies, and excerpts of the deed.

A Notary plays a central role in ensuring legal certainty and the protection of the rights of parties involved in an agreement or transaction. As a public official, a Notary prepares authentic deeds that hold the same legal force as a court decision. These authentic deeds serve as valid legal evidence and can be used in court proceedings in the event of a dispute. Therefore, a Notary helps prevent legal conflicts by ensuring the legality and validity of the documents prepared. Moreover, a Notary is bound by a Code of Ethics in exercising their duties and authority.

The Notarial Code of Ethics mandates that a Notary must act independently and may not favor any party involved in the deed being drawn up. A Notary is prohibited from receiving benefits or gratuities from any party that could influence their decision. A Notary is obligated to maintain confidentiality regarding the contents of deeds and information obtained in the course of their duties. They may not provide copies of deeds to third parties without the consent of the parties involved, unless ordered by law. A Notary must perform their duties in accordance with applicable legislation, and must provide professional and accurate services, avoiding manipulation or forgery in the drafting of deeds.

A Notary is prohibited from making deeds involving themselves, their family, or parties with whom they have business or personal relationships. A Notary must not engage in practices that may lead to a conflict of interest, such as acting as legal counsel for one of the parties to a deed they prepare. A Notary is also prohibited from abusing their position for personal gain or for the benefit of

others. They must carry out their duties in good faith and refrain from actions that may harm the public.

In Decision Number: 115/G/2017/PTUN-JKT, a case involving a Notary as the reported party concerns the making and signing of a deed at the client's residence, without the client appearing before the Notary at the Notary's office. In the making of Deed No. 3 by Notary Mashudi, S.H., M.Kn., dated May 18, 2009, the signing of the deed took place outside the Notary's office, namely at the residence of the client named Khoyanah a.k.a. Khoyana (Plaintiff). The deed did not include any valid justification for signing outside the office, nor was any such reason recorded in the deed to validate its authenticity.

Based on evidence in Surabaya District Court Decision No. 819/Pid.B/2016/PN Sby dated November 3, 2016, Notary Mashudi, S.H., M.Kn. testified that Deed No. 3 was signed at the Plaintiff's residence. This was corroborated by the testimony of other witnesses in the same case, namely Rakan Khoirul Hamzah, Kasiati, and Kasiatun, who are the heirs of Mariyo and had signed Deed No. 1 by the same Notary dated May 15, 2009. Deed No. 1 was a Sale and Transfer of Land Rights Agreement, wherein Mariyo's heirs transferred rights to the Plaintiff. These witnesses also signed the minutes of Deed No. 4 by the same Notary dated May 18, 2009, and testified that the deed was signed at the Plaintiff's home.

Based on the above case, there is an issue of an alleged conflict of interest between Notary Mashudi, S.H., M.Kn. and the client, involving the drafting and signing of the deed outside the Notary's office without stating a valid reason in the deed. This raises several legal issues: What is the legal liability of a Notary when a deed is drawn up in the client's interest but involves a conflict of interest that violates the law and code of ethics? In this case, the fact that the Notary signed the deed outside the office without a valid reason raises questions about impartiality and professionalism. Is a deed signed outside the Notary's office without a valid reason formally defective, potentially reducing its evidentiary value as an authentic deed? Furthermore, in terms of supervision, what is the role of the Regional Supervisory Council in overseeing, evaluating, and imposing sanctions on Notaries who violate legal provisions and ethical standards?

Based on the issues outlined above, this research will focus on two main problems: First, what are the legal implications for a Notary when a deed is made for the benefit of a client but involves a conflict of interest that violates the law and the notarial code of ethics. Second, what is the role of the Regional Supervisory Council in performing its oversight function over Notaries suspected of violating legal and ethical norms due to conflicts of interest in the making of deeds.

## **2. Research Methods**

This research employs a normative juridical method, which is an approach based on the analysis of legal norms contained in statutory regulations and official legal documents related to the notarial profession. This method is applied to examine legal issues arising from conflicts of interest in the drafting of authentic deeds by notaries, and to analyze the role of the Regional Supervisory Council in overseeing violations of law and professional ethics by notaries. The data used in this study consists of secondary sources, including primary legal materials such as the Law on the Office of Notary, the Civil Code, the Criminal Code, and the Notarial Code of Ethics. In addition, secondary legal materials such as legal literature, academic journals, and previous relevant research are also utilized. Data collection is conducted through library research, while the data analysis is performed qualitatively by interpreting the relevant legal provisions and linking them to notarial practices and the supervisory mechanisms carried out by the Regional Supervisory Council.

## **3. Results and Discussion**

### **3.1 Legal Implications for Notaries When a Deed Made in the Client's Interest Contains an Unlawful Conflict of Interest**

A notary, as a public official appointed by the state, plays a vital role in drafting and authenticating authentic deeds, which serve as valid legal instruments and possess perfect evidentiary power. In carrying out their duties, notaries are bound by the principles of impartiality and independence as stipulated in the Notary Position Act. However, in practice, deviations from these principles frequently occur, particularly when a notary prioritizes the interests of one party especially a client who provides greater economic benefits thereby creating a conflict of interest within the deed drafted. Such conflicts of interest may result in violations of the law, especially when the deed causes harm to another party and is not in accordance with statutory legal provisions.

The notary profession holds a strategic position in society, particularly in the preparation and authentication of legal documents. As a public official appointed by the state through the Ministry of Law and Human Rights, a notary is entrusted to act neutrally and independently in the performance of their official duties. This neutrality and independence constitute fundamental principles that must be upheld to ensure public trust in deeds executed by notaries as authentic legal documents with high evidentiary value.

The position and authority of notaries are expressly regulated under Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 on the Notary Position (hereinafter referred to as the Notary Position Act). Article 15 paragraph (1) of the Notary Position Act stipulates that a notary has the

authority to create authentic deeds concerning all acts, agreements, and stipulations required by law and/or desired by the parties to be expressed in an authentic form. his authority is a significant mandate, as the authentic deed executed by a notary has perfect evidentiary value in the eyes of the law. In this context, the notary's legal liability forms a substantial part of the profession's responsibilities.

This responsibility aligns with the obligations of notaries as stated in Article 16 paragraph (1)(a) of the Notary Position Act, which requires them to act honestly, independently, impartially, and to maintain a balanced protection of the interests of all parties. Notaries are also legally obligated to preserve the minutes of deeds, ensure the certainty of the date of deed execution, and provide grosses, copies, and excerpts of deeds, unless otherwise stipulated by law. Notaries are not only formally responsible for the deeds they execute, but also substantively accountable for the legal consequences of those deeds, particularly if they contain a conflict of interest. Actions in which notaries side with one client and neglect the principles of prudence and fairness undermine the credibility of the profession and may be subject to sanctions from various legal perspectives. To preserve public trust in authentic deeds, it is essential that notaries uphold the principles of independence, objectivity, and professionalism at all times.

A concrete case of violation of these principles involves the alleged forgery of a deed implicating Notary Hasanuddin. In this case, Eddy Sumarsono was suspected of conspiring with Usman and Notary Hasanuddin to manipulate Amendment Deed Number 120 and the Certificate of Establishment (SKT) of CV. Muhammad Haikal, which had previously been registered by Notary Dian Febriana Sari. Juristo, legal counsel for ETK—the legitimate Director of CV. Muhammad Haikal—based on the ruling of the Balikpapan District Court, stated that the issuance of the AHU (Legal Entity Administration System registration) of the CV version by Eddy Sumarsono was illegal and legally defective. This indicates that the amendment deed issued by Notary Hasanuddin lacked a valid legal basis, as the parties who were required to be physically present for the signing were absent constituting a violation of the principle of the presence of parties in the execution of an authentic deed. The deed also contained typographical errors, indicating a lack of due diligence and professionalism by the notary. Furthermore, there was no clear legal basis regarding the heir status of Yansh Kaat, casting doubt on the legality and validity of the deed. These actions are in stark contradiction to the fundamental principles of the notarial office and potentially harm rightful parties while contributing to legal uncertainty in society.

Another case involving Notary Mashudi, S.H., M.Kn., as reflected in Decision Number: 115/G/2017/PTUN-JKT, illustrates a violation of formal legal principles in the preparation of an authentic deed. This violation pertains to procedural requirements regarding the physical presence of parties before the notary, as

well as the place of execution and signing of the deed, which are essential elements in determining the formal validity of an authentic deed.

Notary Mashudi drafted Deed No. 3 dated May 18, 2009, on behalf of a client named Khoyanah alias Khoyana. However, legal facts revealed during the trial indicated that the signing of the deed did not take place at the notary's office, but rather at the client's residence. This was confirmed by various witnesses, including the heirs of Mariyo, namely Roka Khoirul Hamzah, Kasiati, and Kasiatun, who also signed the deed and other related documents. The critical issue in this case is that the text of the deed did not include any record or explanation of a valid legal reason for why the signing was conducted outside the notary's office, which should have been explicitly stated in the deed to ensure its formal legal validity. Without such explanation, the deed may potentially lose its evidentiary value as an authentic deed.

Another case involving Notary Mashudi, S.H., M.Kn., as reflected in Decision Number: 115/G/2017/PTUN-JKT, demonstrates a violation of formal legal principles in the preparation of an authentic deed. This violation pertains to the procedure of the parties' presence before the notary, as well as the location of the deed's execution and signing, which constitute essential elements in determining the validity of an authentic deed. Notary Mashudi prepared Deed No. 3 dated May 18, 2009, on behalf of a client named Khoyanah alias Khoyana. However, the factual findings revealed during the trial indicate that the signing of the deed did not take place at the notary's office, but rather at the client's residence. This was confirmed by various witnesses, including the heirs of Mariyo, namely Roka Khoirul Hamzah, Kasiati, and Kasiatun, who also signed the deed and other related documents. The central issue in this case is that the deed's text lacks any record or legitimate legal explanation as to why the signing was conducted outside the notary's office, which should have been included in the deed to guarantee the formal validity of the authentic deed. Without such an explanation, the deed potentially loses its evidentiary power as an authentic deed.

If it is proven that the notary violated notarial procedures, sanctions may be imposed pursuant to Article 17 paragraph (2) of Law Number 30 of 2004, as amended by Law Number 2 of 2014, which stipulates that notaries who violate the provisions may be subject to administrative sanctions in the form of a Written Warning as the lightest sanction, applied if the violation is still categorized as minor or a first-time offense. This warning is formal and aims to remind the notary not to repeat the same mistake. A written warning serves as an initial signal that there is an error that needs correction to maintain the quality of service and the professionalism of the notary. Secondly, Temporary Suspension is a sanction heavier than a written warning. Temporary suspension means the notary is prohibited from performing their duties for a certain period.



This sanction is imposed if the violation is deemed sufficiently serious, disrupting the smooth execution of notarial duties and damaging public trust. Temporary suspension serves both as a form of guidance and sanction, providing the notary time for reflection to improve professional conduct.

Thirdly, Honorably Dismissal is granted to a notary who officially ends their tenure while preserving their honor and good name. Honorably dismissal is usually applied when the notary resigns or retires, or in certain cases that do not significantly harm the reputation of the notarial profession. Fourthly, Dishonorably Dismissal is the most severe sanction that can be imposed. Dishonorably dismissal means the notary is dismissed from their position due to serious violations that damage the honor, integrity, and credibility of the profession. This dismissal also becomes a black mark on the notary's career record and may affect their legal and social status.

Article 6 of the Notary Code of Ethics regulates sanctions that may be imposed on members of the notary association who violate the code of ethics, namely: First, Reprimand is a light sanction given when an ethical violation is not too severe. A reprimand aims to remind and correct the member's behavior to return to the proper path. Second, Warning is more formal than a reprimand and may take the form of a written warning to caution members against repeating ethical violations. Third, Suspension (Schorsing) is a temporary expulsion from membership in the notary association. This sanction is imposed if the violation is serious but still allows for correction. Members under suspension are prohibited from performing notarial duties during the suspension period. Fourth, Expulsion (Onzetfing) is permanent removal from membership in the association. This sanction is imposed if the violation is very serious and has a significant negative impact on the reputation of the notarial profession. Expulsion terminates the member's rights and professional authority.

One of the primary principles that must be upheld by a notary is neutrality and objectivity. A notary is prohibited from preparing deeds that involve themselves directly or indirectly, including family members in the direct or collateral line up to a certain degree. Furthermore, a notary must not prepare deeds related to parties who have business relationships or personal closeness with them. The purpose of this prohibition is to ensure that the deeds prepared genuinely reflect the lawful and free will of the parties, free from external influence or the notary's personal interests.

A conflict of interest may arise if a notary acts in multiple roles, for example, serving as legal counsel for one of the parties entering into an agreement, or even participating in the transaction documented in the deed. This not only violates the professional code of ethics but also has the potential to compromise the validity of the deed created and cause legal harm to other parties. A notary is also prohibited from abusing their office for personal gain or for the benefit of

others. The office of the notary is a trust bestowed by the state and the community; therefore, its exercise must be carried out in good faith, professionally, and in accordance with legal procedures. Abuse of office includes acts such as manipulating the contents of a deed, signing a deed without the parties' presence, or drafting a deed based on false data.

Article 16 paragraph (1) letter m of Law Number 30 of 2004 concerning the Position of Notary (UUJN) provides that: "A notary is required to read the deed in the presence of the appearers and have it signed immediately by the appearers, witnesses, and the notary." Furthermore, Article 16 paragraph (1) letter l of the UUJN states that: "A notary is required to perform their duties at their office." However, Article 16 paragraph (7) of the UUJN provides an exception, allowing signing outside the office under certain lawful and objective circumstances, provided that the legitimate reason is included in the deed. In this case, no such reason was recorded in the deed, thereby rendering the process non-compliant with the formal requirements for authentic deed creation.

The absence of a legitimate reason for signing outside the office causes the deed to fail to meet the elements of an authentic deed as regulated in Article 1868 of the Indonesian Civil Code, which states: "An authentic deed is a deed made in the form prescribed by law by or before a public official authorized for that purpose at the place where the deed is made." Based on this provision, the form, location, and procedure of execution constitute essential elements of the deed's authenticity. If any of these elements are not fulfilled, the deed loses its authentic nature and is downgraded to a private deed. In a civil law context, this naturally affects the evidentiary power of the deed and the legal protection afforded to the parties involved.

As a public official, a notary has the function of providing legal protection and legal certainty to the parties making agreements or declarations before them. Therefore, discipline in procedural matters, including physical presence at the office and the complete reading of the deed's contents to the parties, is an essential aspect of the notary's office. In the case of Notary Mashudi, conducting the signing at the client's residence without including a lawful reason in the deed demonstrates negligence in fulfilling administrative and professional responsibilities. This opens the possibility of sanctions being imposed, whether ethical, administrative, or civil, in accordance with prevailing laws and regulations.

According to Habib Adjie, administrative sanctions against notaries who commit violations can be classified into three types: reparative sanctions, punitive sanctions, and regressive sanctions. These three types of sanctions can be analyzed and linked to the issue of notary responsibility in cases involving deeds containing conflicts of interest and legal violations. First, reparative sanctions aim to remedy violations of legal order or the notary's professional duties. In the



context of conflicts of interest, reparative sanctions may include orders for the notary to correct, revoke, or annul the problematic deed, or at least to cease any actions that could worsen the situation.

If a deed for the sale and purchase of property prepared by a notary favors a particular client while disregarding factual legal elements that should have been disclosed honestly and transparently, such conduct violates the principles of transparency, formal truth, and justice. If it is later proven that the notary was aware of the conflict but continued with the deed's preparation, the supervisory board for notaries may impose reparative sanctions in the form of a written warning or an order to amend the substance of the deed. Such reparative sanctions are crucial to restoring public trust in the integrity of the notarial profession and to preventing greater legal harm to the aggrieved parties. The reparative approach also reflects the principle of *ultimum remedium*, whereby administrative sanctions serve as an initial measure before progressing to criminal or civil legal actions.

Second, Punitive Sanctions serve as a deterrent and retribution for violations. If the notary's misconduct is serious and causes tangible harm, punitive sanctions may be imposed. These sanctions aim to deter the offender and others from committing similar violations and act as retribution for unlawful acts. In cases of conflicts of interest resulting in forgery of information in deeds, data manipulation, or omission of important facts for the benefit of certain clients, the notary may face punitive sanctions such as suspension of office, temporary dismissal, or even permanent dismissal if it is proven that they have severely violated Article 16 and Article 38 of the Law on Notary Position. Such sanctions are imposed by the Honorary Council of Notaries or the Regional Supervisory Council following an investigation and evidentiary process. This highlights the importance of an effective supervisory system over notaries to ensure there is no abuse of office that violates the law for unilateral gain.

Third, Regressive Sanctions involve the revocation of rights previously granted by law. In the context of notaries, regressive sanctions may include the revocation of the right to hold the office of notary, annulment of appointment, or permanent revocation of the practice license. The imposition of regressive sanctions becomes relevant when the conflict of interest committed by the notary is proven to be a serious violation, and the notary has repeatedly violated rules or shown bad faith by failing to correct their mistakes. For example, if a notary is proven to create fictitious deeds, contradict legal facts, or collude with certain parties to manipulate deed contents for unilateral benefit, then revocation of the right to hold office is an appropriate form of legal accountability.

Regressive sanctions are not only reactive but also preventive, as they prevent offenders from repeating the same mistakes. Moreover, this aligns with efforts

to enforce the notary profession's code of ethics, which prioritizes integrity, objectivity, and honesty in all official acts. When a notary violates the law through deeds containing conflicts of interest, the harm extends beyond clients or other parties to society at large, which depends on legal certainty based on the authenticity of deeds. Therefore, administrative sanctions must be imposed proportionally, progressively, and with precise targeting. In practice, these types of sanctions can be applied in layers: starting with reparative sanctions (warnings or orders to correct), followed by punitive sanctions (suspension) if the violations persist, and ultimately regressive sanctions (permanent dismissal) as a final measure. This approach demonstrates a progressive enforcement system of ethical codes and laws while upholding the principle of justice.

### **3.2 The Role of the Regional Supervisory Council Regarding Notaries Committing Legal and Ethical Violations Due to Client Conflicts of Interest in Deed Preparation**

A notary is a public official appointed by the government who has the authority to draft authentic deeds and perform notarial functions as regulated under Law Number 2 of 2014 regarding Amendments to Law Number 30 of 2004 concerning the Position of Notary (UUJN). In carrying out their duties, a notary must act professionally, independently, honestly, and impartially. However, in practice, conflicts of interest often arise between clients, which may lead to legal and ethical violations by notaries in the preparation of deeds. Such conflicts of interest can blur the notary's independence and result in the creation of deeds that are not objective, harm one party, and even violate applicable laws and regulations. Therefore, the role of the Regional Supervisory Council is crucial in enforcing professional discipline and maintaining the integrity of the notary's office.

The Regional Supervisory Council holds a strategic role as the frontline guardian in upholding the professionalism and ethical standards of the notary profession. This institution was established pursuant to the mandate of Articles 67 through 70 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 on the Notary Position, as a systematic effort by the state to ensure the quality of legal services provided by notaries to the public. the Regional Supervisory Council operates at the level closest to notarial practice activities because it functions regionally and directly supervises notary offices within specific regencies or cities. Therefore, the Regional Supervisory Council serves as an essential element in early detection, prompt handling, and prevention of legal and ethical violations committed by notaries.

Based on Article 70 of the Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 on the Notary Position, the Regional Supervisory Council

has the function and authority to conduct investigations into alleged violations. the Regional Supervisory Council is authorized to examine notaries suspected of violating legal or ethical rules, including cases of conflicts of interest during deed preparation. These investigations are administrative in nature but carry serious implications for the notary's professional status. Supervision is conducted through routine evaluations of notarial duties as well as incidental examinations when reports or findings of violations arise. This ensures that notaries consistently adhere to professional standards. Members of the public who feel harmed by a notary's actions, including those resulting from conflicts of interest, may submit written complaints to the Regional Supervisory Council. the Regional Supervisory Council is obliged to follow up on every complaint objectively. If indications of violations are found, the Regional Supervisory Council holds internal hearings to examine and hear testimony from the concerned notary. This process is conducted orderly and based on the presumption of innocence. After the investigation, the Regional Supervisory Council provides sanction recommendations to the Regional Supervisory Council. Sanctions may range from warnings and suspension to dismissal, depending on the severity of the offense and violation.

Conflicts of interest in notarial practice are a critical issue because they concern the objectivity and trustworthiness of authentic deeds. When a notary is involved in personal, financial, or professional relationships with one of the parties in the deed, their neutrality is questioned. In this context, the Regional Supervisory Council clarifies allegations of notarial partiality toward a client; reviews deed documents and the notary's communication records; gathers statements from parties involved in the deed creation process; and determines whether the notary's actions constitute ethical or legal violations. If a conflict of interest that breaches the principle of neutrality is proven, the Regional Supervisory Council may promptly propose disciplinary actions to higher authorities, namely the Regional Supervisory Council and the Honorary Council of Notaries. the Regional Supervisory Council role in supervising notarial duties is decisive in maintaining the credibility of authentic deeds as reliable legal evidence in civil transactions, providing legal protection for the public—especially parties harmed by a notary's lack of independence—and safeguarding the integrity of the notarial profession, as deviant notarial actions can tarnish the profession's public image.

A conflict of interest occurs when a notary has personal, financial, or professional ties with one party involved in the deed being prepared or to be prepared. Such relationships may affect the notary's objectivity in performing notarial duties, either consciously or unconsciously. Conflicts of interest are not merely administrative violations but constitute serious breaches of professional ethics that can have legal consequences. When conflicts of interest arise, the substance and validity of the authentic deed may be questioned because the creation

process no longer guarantees the neutrality that must inherently be upheld by a public official.

Concrete examples of conflicts of interest frequently found in the practice of deed preparation by notaries include situations where a notary drafts a sale and purchase deed between two parties, and one party is a close relative or family member. Such a relationship can cause bias, either consciously or subconsciously, which affects the notary's independence. Furthermore, a notary who has a business relationship with one party such as being a shareholder, business partner, or debtor/creditor is not appropriate to prepare deeds related to that party's affairs, due to the high potential for conflicts of interest. A notary receiving compensation or informal benefits, such as gifts, loans, or other favors from one party as a reward for favoritism in deed preparation, strongly contradicts the principle of professional integrity. Moreover, a notary who drafts the deed content to benefit one party, while the other party does not fully understand the contents and legal consequences, creates an imbalance in the legal position between the parties, which should be avoided.

The practice of conflicts of interest is explicitly prohibited by law. Article 16 paragraph (1) letter a of Law Number 2 of 2014 regarding Amendments to Law Number 30 of 2004 concerning the Position of Notary states that a notary must "act honestly, independently, impartially, and protect the interests of the parties involved in the legal act." The consequences of violating this provision include: administrative sanctions, such as oral or written warnings, suspension, or permanent dismissal by authorized supervisory bodies; civil lawsuits, especially if one party suffers losses due to the non-neutral content of the deed; and criminal sanctions if the conflict of interest involves fraud, forgery, or illegal gratification. Additionally, deeds made in situations of conflicts of interest may lose their evidentiary power as authentic deeds and may be downgraded to private deeds or even declared null and void by a court, depending on the severity of the violation.

The Indonesian Notary Association, as a professional organization, also establishes a code of ethics that reinforces the prohibition of conflicts of interest. According to the code of ethics, a notary must refuse to draft a deed if they cannot guarantee neutrality or if they have a personal interest in the matter. Supervisory authorities at the regional level have an important role in receiving public reports regarding alleged conflicts of interest and conducting administrative investigations. If proven, these authorities may recommend sanctions to higher supervisory bodies.

#### **4. Conclusion**

The legal implications of a notary if a deed made for the benefit of a client turns out to contain a conflict of interest that violates the law are in the form of the

deed being legally cancelled, the imposition of administrative sanctions by the Notary Supervisory Board, and even criminal sanctions can be imposed if there is evidence of bad faith or engineering that is detrimental to other parties. This is regulated in the Notary Law, the notary code of ethics, and civil and criminal law provisions. Therefore, notaries are required to maintain neutrality, avoid conflicts of interest, and carry out their duties in accordance with the principles of caution and legal responsibility in order to maintain public trust in the notary institution. In a number of cases, deeds made without the presence of the parties, or made outside the office without a valid reason, are declared legally flawed and lose their power as authentic deeds. The Regional Supervisory Council has a central role in upholding the integrity of the Notary profession, especially when there are violations of the law and code of ethics due to conflicts of interest. Conflicts of interest, which arise when a Notary has a personal, financial, or professional relationship with one of the parties, threaten objectivity in making authentic deeds. The Regional Supervisory Council, according to Article 70 of Law Number 2 of 2014 regarding Amendments to Law Number 30 of 2004 concerning the Position of Notary, is tasked with examining and following up on alleged violations through administrative mechanisms that include clarification, document examination, and summons of related parties. If violations are substantiated, the authority may recommend sanctions ranging from warnings to dismissal. In practice, the supervisory authority also receives public complaints and actively participates in preventing violations through periodic evaluations. This function is vital for safeguarding the notary's neutrality, the credibility of authentic deeds, and legal protection for the public.

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