

Legal Consequences of Notarial Deeds Regarding Negligence in Typing Errors in Notarial Deeds

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Abstract. *Notaries must be guided by divine values, human values, justice values, ethical values (adab), unity values, people's values, deliberative values, national values, and other values that are upheld by the Indonesian people. The public places great trust in Notaries. However, Notaries are ordinary people who can make mistakes. One of the errors that can occur is a typo in the Notary's deed. Mistakes and negligence made by the Notary when carrying out his duties can have an impact on the deed he makes. The purpose of this research is to find out: 1) The legal consequences of a deed that has typographical errors in the deed made by the Notary. 2) Efforts taken if a typo occurs. 3) The Notary's responsibility in making the deed if a typographical error occurs. The approach method in this research is sociological juridical. The results of the research concluded: 1) The legal consequences if a Notary makes a typing error in his or her deed due to negligence or lack of care alone can result in civil and administrative sanctions. 2) Typical errors in notarial deeds can be substantive or non-substantive. A non-substantive typographical error means that the error does not cause a significant difference in meaning in the substance of the deed or even if there is a difference in the meaning of words, but in the context of the sentence it cannot be interpreted differently from what is actually intended, including errors in spelling. 3) Article 51 UUJN gives the Notary the authority to correct written errors or typographical errors contained in the Minutes of the signed deed.*

Keywords: Deed; Error; Notarial; Typing.

1. Introduction

A deed made by a notary is often called a notarial deed, which is used as written

evidence and is said to be perfect if it complies with applicable regulations. In other words, the deed he made did not deviate from the rules. The things that make a notarial deed imperfect are if there are errors intentionally or not in the comparison, they are not corrected or have been corrected but there are still errors. So it could be said that the making of the deed was not in accordance with the UUJN. So it can be said that the proof of the deed is no longer perfect and not authentic and in the end the deed is said to be a private deed.¹

Notaries have an important role in making written evidence, because notaries are officials who have the authority to make authentic deeds. The public places great trust in Notaries. However, Notaries are ordinary people who can make mistakes. In the notarial practice, the Notary may make typographical errors in the deed. What is meant by a typo is an error made in typing a Notary's deed, which occurs not intentionally, but because of the Notary's negligence or carelessness, so that what is written in the Notary's deed does not match what is actually intended to be stated in the deed.²

Mistakes and negligence made by the Notary when carrying out his duties can have an impact on the deed he makes. The deed will be null and void by law (*van reactwege nietig*) and the cancellation of the deed (*vernietigbaar*) therefore the deed will have the same strength of proof as an underhand deed, this will result in the Notary concerned having to compensate for the losses incurred.

If a typo occurs in the deed, you must first see whether the typo is substantive or non-substantive. What is meant by a non-substantive error is an error that does not have a greater difference in meaning from the substance, meaning that if there is an error, the meaning of the wrong writing can still be interpreted, for example, when typing the word "law" it can be changed to the word "law". On the other hand, a typographical error which is substantive in nature means that it results in differences in the meaning and intent of the deed being made, so that what is desired in the deed will be different or inconsistent with what is actually intended to be stated in the deed. substantive or non-substantive, known before the draft deed is signed.

Based on the description above, the author wants to analyze more deeply the legal consequences of notarial deeds related to negligence in typographical errors in notarial deeds.

¹Habib Adjie. (2020). Interpretation of Explanations and Comments on the Law on Notary Positions. Bandung, Reflika Aditama, p. 275.

²Soetandyo Wignyosoebroto. (1992). Professionalism and Professional Ethics. Bandung, Up Grading Paper, p. 1.

2. Research Methods

The research method used in this research is Sociological Juridical/sociological juridical research³ or empirical legal research, namely legal research using primary data. This research was carried out by examining the implementation of secondary data that had been collected. Then primary data is collected from parties related to the problem under study. Then primary data is collected from parties related to the problem under study.

3. Result and Discussion

3.1. Legal Consequences of a Deed that Contains a Typical Error in the Deed Made by a Notary

Enforcement of Islamic law in research is defined as a collection of regulations in the Islamic religion, both regulations set by Allah SWT. or the Sunnah of the Prophet or the results of the *ijtihad* of the Ulama. In this case, it is the person who carries out an action in an event or activity, namely a Notary. Notaries are obliged to obey the laws and regulations that have been established by *Ulil Amri* (the government), in this case the UUJN, which covers authority, obligations, prohibitions and witnesses. Notaries are obedient and loyal to the Republic of Indonesia, Pancasila and the 1945 Constitution of the Republic of Indonesia, the Law on Notary Positions and other laws and regulations and carry out their positions in a trustworthy, honest, thorough, independent and impartial manner.⁴

The Notary has the obligation to make a deed at the request or desire of the presenters, so in this case it provides a basis for the Notary and the presenters to have a legal relationship. Therefore, the Notary must guarantee that the deed made is in accordance with specified legal regulations, so that the interests concerned are protected by the deed. If the Notary makes the deed not in accordance with the applicable laws and regulations, in this case it is not in accordance with the UUJN, then the Notary's actions can be qualified as an unlawful act.

Failure to make an authentic deed can have the following consequences:⁵

1. The deed is degraded to become a private deed.

³Surratman. (2014). *Legal Research Methods*. Bandung: Alfabeta. matter. 35.

⁴Muhammad Ali. (2018). "Notary's responsibility for typographical errors in the minutes of a deed that has already been issued as a copy of the deed", in *Journal of Legal Communication*, p. 10.

⁵Ryno Bagas Prahardika and Endang Sri Kawuryan. (2018). "Notary's Liability for Negligence in Making a Deed of Bank Credit Agreement. In *Legal Transparency Journal* Vol. 1 No 1, 2018, pg 9.

2. The deed can be said to be null and void if the objective requirements are not met.

3. If the deed does not meet the subjective requirements, the deed can be canceled if there is a request from the interested parties.

The notary's negligence regarding the authentic deed causes the deed to be degraded and the deed may be canceled. Legal consequences will arise when a Notary makes negligence or there is an error in the deed which will result in the evidentiary power of the deed changing to a private deed or the deed being canceled or the deed being deemed to have never existed.⁶

3.2. Efforts to be taken if a typographical error occurs in the deed

Notaries in carrying out their positions, can influence the audience when making choices to determine their legal actions. In this explanation, Notaries in carrying out their functions really need to see and be based on the theory of benefits, what benefits a notary will provide to their clients, benefits that are in accordance with the rules which has also been regulated in the UUJN.⁷

In the event that a deed made by and/or before a Notary must be made without any amendment by replacement; addition; write-off; or insertion. However, if there is a writing error, it must be corrected, because an error is something that needs to be accounted for. Responsibility in relation to errors committed can be formulated as the obligation to bear the occurrence of an event. Responsibility can be carried out personally, by making improvements. Efforts that can be made by a Notary if an error occurs in writing a comparison can be corrected by means of errata, renvooi, and minutes of correction. Corrections are made by making a Minutes of Correction without changing the Minutes of the Notarial Deed. The authority of a Notary to make a Minutes of Rectification is a Notary's Legal action, not a legal action of the presenter. Because the Minutes of correction must be made with a private deed, not an authentic deed. Correction of writing/typing errors can be done using the number and date of the Minutes of Correction recorded in the Minutes of the Deed, as a basis for issuing a Copy of the Deed, Quote of the Deed, or Grosse of the Deed after correction.⁸

⁶Endang Sri. (2018). Notary's Liability for Negligence in Making a Deed of Bank Credit Agreement, in Legal Transparency Journal, p. 9.

⁷Salim HS. (2015). Deed Making Technique One Theoretical Concept, Notary's Authority Form and Minutes of Deed, Rjawali Pers, Jakarta, p. 3.

⁸Hasan Utoyo. (2006). Techniques for Making Notarial Deeds, Jakarta, University of Indonesia, matter. 170.

Writing errors in an authentic, whether typos, wrong sentences, or interpretations that are not accepted/approved by the viewer, must not be deleted/typewritten, as long as they are crossed out. However, improvements can be made by making changes through *renvooi*, which can be in the form of additions, scribbles and replacements. This is regulated in the provisions of Article 48-50 of Law Number 2 of 2014. Typing/writing errors in the world of notarial practice in the form of missing letters, missing words, wrong sentences or wrong pronunciations, can occur and be discovered when reading the deed. But it's not just that error, it could also be that the data typed does not match the user's wishes. These errors can occur in all parts of the deed. These errors can be corrected by making changes,

3.3. Responsibilities of a Notary in Making a Deed If a Typing Error Occurs

The relationship between the theory of responsibility and the problem that the author describes is that apart from the Notary exercising his authority as a public official, he has made an authentic deed that is good and correct and conforms to the provisions of the applicable laws and regulations, but this does not rule out the possibility that in carrying out his obligations a Notary makes a mistake in making a deed that gives rise to legal consequences for the parties. If the Notary makes a mistake that is detrimental to the parties, then the Notary can be held responsible for his mistake. So the theory of responsibility is used to analyze what can be charged to a Notary as responsibility for mistakes made by the Notary when carrying out his duties and position.

Regarding accountability based on the BW regulation, it is also implemented as a notary responsibility regulation for the deeds he makes, and is also stated in Article 65 UUJN which states that Notaries (Substitute Notaries, Special Substitute Notaries and Temporary Notary Officials) are responsible for every deed they make, even though the Notary's protocol has been submitted or transferred to the party holding the Notary's protocol.

Notaries are required to make deeds properly and correctly, meaning that the deeds made fulfill the legal wishes and requests of interested parties because of their position. Actions carried out by a Notary can be held responsible for violations committed either due to intentional actions or due to negligence on the part of the notary himself which results in losses for the parties in accordance with the explanation in Article 1365 BW.⁹

⁹Abdulkadi Muhammad. (2001). Ethics of the Legal Profession, Bandung, PT Citra Aditya Bakti, p. 93.

Legal Responsibility of Notaries for Typical Errors M, namely in Civil Witness, namely in Article 1365 of the Civil Code, which determines that every unlawful act that brings loss to another person requires the person whose fault it was to cause the loss, to compensate for the loss. And administrative witnesses, namely in the form of a verbal warning, written warning, temporary dismissal, respectful dismissal or dishonorable dismissal. When it is proven that the authentic deed he has made has degraded its probative value and efforts can be made by the notary to correct typographical errors in the minutes of the deed by making a corrective report.

4. Conclusion

This correction is carried out by a Notary making a Minutes and recording it in the minutes of the deed regarding this matter, then a copy of the Minutes must be delivered to the parties (persons) whose names are mentioned in the deed. The provisions in Article 51 UUJN indicate that the typo is contained in the minutes of the deed which have been read and signed by the presenters, witnesses to the deed and the Notary, then the Notary makes a Minutes of Correction, and attaches it to the minutes, then the Notary conveys the correction to the presenters. The relationship between this theory of responsibility and the problem that the author describes is that apart from the Notary exercising his authority as a public official, he has made an authentic deed that is good and correct and in accordance with the provisions of the applicable laws and regulations.

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