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Juridical Implications of Notaries Who Do Not Maintain Considential Confidentiality of Consumers in the Concept of Legal Certainty in the Pekalongan State Court

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Abstract. *The obligation to keep the contents of the deed confidential is given a direct order from statutory regulations and makes it an oath of office for the Notary, providing protection for the confidentiality, interests and personal secrets of all parties to the deed. On the basis of scientific writing, I was motivated to carry out a scientific study containing the Form of Responsibility of Notaries to maintain the confidentiality of the Parties as regulated in the Law on Notary Positions and the Juridical Implications of Notary Positions as Witnesses in Court Examinations by Not Maintaining the Confidentiality of the Parties. The research method used is an empirical juridical research type approach, namely legal research regarding the enactment or implementation of normative legal provisions directly on any particular legal event that occurs in society, the empirical focus of the study is the operation of law in society. Based on the results of the research, there are Juridical Implications for Notaries Who Do Not Maintain Consumer Confidentiality in the Conception of Legal Certainty in the Pekalongan District Court, namely the Form of Notary Responsibility to Maintain the Confidentiality of the Parties as specified in the Notary Office Law, namely that basically the right of refusal is the right to resign from giving testimony before the Court in civil and criminal matters. In civil cases, the notary is more flexible in using the right of refusal granted by law to him. The term right of refusal is a translation from the Dutch language Verschoningsrecht which means the right to be released from giving testimony as a witness in a civil or criminal case. This right is an exception to the general principle that everyone who is called as a witness is obliged to testify. The right to refuse can be seen in Article 16 paragraph (1) letter e of Law No. 30 of 2004 in conjunction with Law No. 2 of 2014 concerning the Office of a Notary. and Juridical Implications of the Notary's Position as a Witness in Examination in Court by Not Maintaining the Confidentiality of the Parties is the implementation of the notary's right of refusal in practice, if it turns out that the notary as a witness or suspect, the defendant, or during an examination by the Notary Supervisory Council discloses secrets and provides information/statements that should be kept secret, while the law does not order it, then on complaints the party who feels aggrieved*

can sue the notary in question the police in terms of examining a notary, a notary cannot avoid not giving a statement because the police have pocketed a recommendation from the Regional Supervisory Council (MPD).

Keywords: *Confidentiality; Consumer; Court; District; Notary.*

1. Introduction

The legal profession in Indonesia includes police, judges, advocates, prosecutors, notaries and others. The legal profession itself is a broad profession, where each role has its own character. Community life that requires legal certainty requires a public services sector which is currently growing along with increasing public needs for services. This also has an impact on improvements in the field of notary services. The role of a notary in the service sector is as an official who is given authority by the state to serve the public in the civil sector, especially in making authentic deeds.

A notary is a public official appointed by the Government to assist the general public in making agreements that exist or arise in society. The main task of a notary is to make an authentic deed, as for the word authentic, according to Article 1870 of the Civil Code, it provides the parties who make it with perfect proof. Herein lies the importance of a notary, that the notary is given the authority by law to create perfect evidence, in the sense that what is stated in the authentic deed is basically considered to be true as long as there is no evidence to the contrary.[1]

Notaries in carrying out their profession providing services to the public must act in accordance with applicable regulations, this is important because the Notary carries out the duties of his position not solely for personal interests, but also for the interests of the community, and has an obligation to guarantee the truth of the deed he makes, therefore a Notary is required to be more sensitive, honest, fair and transparent in making authentic deeds. In carrying out their official duties, a Notary must adhere strictly to the code of ethics of the Notary's position, because without this the dignity and dignity of professionalism will be lost and the public will no longer have the trust. Notaries are also required to have high moral values, because with high morals the notary will not abuse the authority he has, so that the Notary will be able to maintain his role as a public official who provides services in accordance with applicable regulations and does not damage the image of the Notary. itself.[2]

[1]GHS Lumban Tobing, 1992 "Notary Public Position Regulations", Erlangga, Jakarta. P 15.
[2]Habib Adjie, 2008. Indonesian Notary Law (thematic interpretation of Law No. 30 of 2004 concerning the position of notary), Bandung, Refika Aditama, , P 3

Evidence at trial is usually related to a Notarial Deed which has a confidential nature and only a party is permitted to see and have access to the contents of the Notarial Deed as a whole relating to the contents of the deed including in relation to the entirety relating to the minutes of the deed and all the documents placed in minutes, drafts, quotations, grosses and all information obtained in the making of the deed. The obligation to take action to keep everything related to the deed and other documents confidential is to protect the interests of all parties who are related to the Notarial deed.

The obligation to keep the contents of the deed confidential is given a direct order from statutory regulations and makes it an oath of office for the Notary, providing protection for the confidentiality, interests and personal secrets of all parties to the deed. This is related to UUJN Article 4 paragraph (2) and Article 16 paragraph (1) letter f, where the Notary has the obligation to provide safeguards for everything relating to the deed being executed, including documents that have been handed over to him.However, it is not only the above that previous research regarding Legal Protection for Notaries to Maintain the Confidentiality of the Contents of Deeds They Execute in Criminal Cases (Study in Pematangsiantar) (SKRIPSI) states that the right to refuse is the right to refuse or the right to be asked to be released as a witness, which is granted by law. invite. However, in the event that it is in the public interest to produce a fair, useful decision and guarantee legal certainty in accordance with Article 16 paragraph 1 letter f and Article 54 of the Law on the Position of Notaries (UUJN), the Notary is concerned can notify the contents of the deed to parties who have no interest in it. the deed he makes as long as it is supported by applicable laws and regulations. The limitation of the Notary's statement is not only limited to what is stated in the deed he executed but also all the facts related to the deed. Regarding the Notary's oath of office, it is in accordance with Article 66 of the Notary's Office Law (UUJN) where the Notary's Honorary Council approves the examination of the Notary so that his act of disclosing the contents of the deed is not a violation of the law because the law has ordered it. If a Notary discloses confidentiality regarding the contents of a deed before a trial at the request of a law enforcer (judge), then the Notary cannot be held criminally liable on the grounds that he has disclosed something that should be kept confidential regarding the contents of a deed executed by another party by requesting a derivative of the Minutes of Examination at the Trial. recorded by the Registrar and signed by the Judge.[3]

The data above is previous research data and research carried out by the author, namely discussing the Notary's right to refuse in making a deed where the Notary is one of the legal instruments, the Notary has the right to deny as a professional public official who must uphold his oath of office not to reveal the contents of the

[3]R. Sugondo Notodisoerjo, 1983. Notary Law in Indonesia, an explanation, Jakarta: Raja Grafindo Persada, , p. 44.

deed, However, on the other hand, Notaries must stand in the interests of the State which refers to the public interest in order to complete the legal process in the judiciary so as to produce decisions that are fair, useful and guarantee legal certainty. However, a Notary as a public official who is obliged to keep the contents of a deed confidential must obtain legal protection when the Notary is concerned must disclose the contents of the deed he or she has made to an authorized institution in accordance with his or her capacity. Based on the description above, the title of this research was chosen: Juridical Implications of the Position of Notaries as Witnesses in Court Examinations by Not Maintaining the Confidentiality of the Parties[4]

2. Research Methods

The research method that will be used in this research is . The Sociological Juridical Approach emphasizes research that aims to obtain legal knowledge empirically by going directly into the object. Sociological Juridical Research is legal research using secondary data as initial data, which is then continued with primary data in the field or in the community, examining the effectiveness of a Ministerial Regulation and research that wants to find relationships (correlations) between various symptoms or variables , as a data collection tool consisting of study of documents or library materials and interviews (questionnaires).. Examining the Juridical Implications of the Notary's Position as a Witness in Court Examinations by Not Maintaining the Confidentiality of the Parties[5]

3. Results and Discussion

3.1. Form of Notary's Responsibilities to Maintain the Confidentiality of the Parties as regulated in the Notary Public Law

Basically, the right to withdraw is the right to withdraw from giving testimony before the Court in civil or criminal matters. In civil cases, the notary has more freedom to use the right of denial given to him by law. The term right of recusal is a translation from the Dutch language *Verschoningsrecht* which means the right to be excused from giving information as a witness in a civil or criminal case. This right is an exception to the general principle that every person called as a witness is obliged to give that testimony. The right to refuse can be seen in Article 16 paragraph (1) letter e of Law No. 30 of 2004 in conjunction with Law No. This is because the right of denial still has implications in its implementation, especially in criminal cases. In criminal cases what is sought is material truth so the presence of a Notary as a witness is very necessary, in contrast to civil cases which seek

[4]Budi Untung, 2005. Cooperative Law and the Role of Indonesian Notaries, Yogyakarta: Andi, , p. 30.
[5]Bambang Sunggono, 2006, Legal Research Methods, Rajawali press, Jakarta, p.75

formal truth. The presence of a notary can be deemed to exist by presenting a notary deed made by the notary concerned.[6]

A letter can be said to be an authentic deed as stated in Article 1 point 7 of the Law on the Position of Notaries (UUJN) which states that a Notarial Deed has the form and procedures specified in this Law. According to A. Pitlo, the deed itself means documents that are signed, made to be used as evidence, and to be used by the person for whose purposes the letter was made.

Then, according to Sudikno Mertokusumo, a deed is a signed document, which contains events, which is the basis of a right or agreement, which was made from the beginning intentionally for proof. Violation of article 38 of the Law on the Position of Notaries will result in an authentic deed having the power of private evidence, a deed that has the power of private evidence as explained above, its evidentiary value is not the same as an authentic deed, in a private deed the proof is only limited to its power the strength of formal and material evidence with a much lower quality weight compared to authentic evidence which also has external strength of evidence.

Legal certainty is a guarantee regarding the law containing justice. Norms that promote justice must truly function as rules that are obeyed. According to Gustav Radbruch, justice and legal certainty are permanent parts of the law. He believes that justice and legal certainty must be taken into account, legal certainty must be maintained for the sake of security and order in a country. Finally, positive law must always be obeyed. Based on the theory of legal certainty and the values to be achieved, namely the values of justice and happiness. This doctrine of legal certainty originates from the Juridical-Dogmatic teaching which is based on the positivistic school of thought in the world of law, which tends to see law as something autonomous, independent, because for adherents of this thought, law is nothing more than a collection of rules. For adherents of this school, the aim of law is nothing other than simply ensuring the realization of legal certainty. Legal certainty is realized by law with its nature which only creates general legal rules. The general nature of legal rules proves that law does not aim to realize justice or benefit, but merely for certainty.

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[6]HR Daeng Naja, 2012, Techniques for making deeds (compulsory notarial books), Yustisia library, Yogyakarta, P 76

must always be obeyed. Based on the theory of legal certainty and the values to be achieved, namely the values of justice and happiness.[7]

If we relate the theory of legal certainty in an agreement in accordance with Article 1313 of the Civil Code and the rights and obligations in a rental agreement, it emphasizes clear interpretation and sanctions so that an agreement/contract can provide equal standing between the legal subjects involved (the parties entering into the rental agreement).). Certainty provides clarity in carrying out legal actions when implementing a rental agreement/contract, in the form of performance, even if the agreement is in default or one of the parties is harmed, the sanctions in the agreement/contract must be carried out according to the agreement of the parties, both the lessee and the other party. the lessee so that in Article 16 paragraph 1 letter e UUJN it is explained that, in carrying out his office, a notary is obliged to keep confidential everything regarding the deed he makes and all information obtained in order to make the deed in accordance with his oath or promise of office, unless the law determines otherwise[8]

3.2. Juridical Implications of a Notary's Position as a Witness in a Court Examination by Not Maintaining the Confidentiality of the Parties

In resolving a criminal or civil case, the presence of witnesses and the information given by the witnesses helps in resolving the case. Based on Article 1 point 26 of the Criminal Procedure Code, it is stated that a witness is a person who can provide information for the purposes of investigation, prosecution and justice regarding a criminal case that he himself heard, saw for himself and experienced for himself . In carrying out his duties, a notary is protected by law, even as a suspect he is still given his rights, especially notaries who only act as witnesses. With the existence of a Supervisory Council as intended by the Law on the Position of Notaries (UUJN), investigators will feel more facilitated in confiscating minutes of deeds and/or letters placed in minutes of deeds or notary protocols in the notary's custody, summoning the notary to attend the examination relating to deeds that have been made with the approval of the Regional Supervisory Council (hereinafter abbreviated to MPD) in accordance with the provisions in Article 66 of the Notary Position Law (UUJN).

Likewise, if a witness does not want to sign the results of the examination, the investigator cannot force him, he only needs to note the reasons for not wanting to sign the Investigation Report (BAP). According to investigators, the notary's testimony was only one piece of evidence, efforts had previously been made to obtain other evidence. The evidence in criminal justice as regulated in Article 184

[7]M. Yahya Harahap, 2005, Civil Procedure Law, Sinar Graphics, Jakarta, p. 590-591
[8]Achmad Ali, Revealing the Veil of Law (A Philosophical and Sociological Study), Toko Gunung Agung Publisher, Jakarta, 2002, p. 82-83

of the Criminal Procedure Code is as follows: Witness Statement, Expert Statement, Letters, Instructions and Defendant's Statement.

If the examination of witnesses has been completed and the investigator still feels that the evidence is incomplete, they can ask for expert witness testimony. Expert witnesses here include expert testimony which is the second piece of evidence in Article 184 of the Criminal Procedure Code. It is stated in Article 186 of the Criminal Procedure Code that expert testimony is what an expert states in court. An expert witness is an expert's opinion related to science that he has studied in depth and comprehensively about something that is asked for his consideration, for example a notary is asked to give his opinion about a problem.

Another obstacle is that if the investigator, in this case the police, uses coercive measures for reasons of inquiry and investigative purposes, then the notary usually cannot avoid using the right of denial because the police may use the excuse that the notary is not cooperative in providing information regarding the deed he made. , so the police took coercive measures.[9]

The right to refuse is das sollen or the ideal condition (what it should be). Meanwhile, das sein is a condition of reality where each party has a point of view from their own point of view, for example the police and judge who both have an interest in seeking material truth. Without looking at the exceptional provisions, a notary is actually prohibited from disclosing quotations, copies and grosses of deeds to those who have no interest in the deed, including police or judges.

It is a bad habit, if a notary has suspicions about the correctness of the formal requirements of the person present, for example an Identity Card (KTP) and the information he provides, but a notary still makes the deed, then in the future the the notary will experience difficulties when a dispute arises, where the notary will be asked to provide testimony.

The role of notaries in the judicial process, namely as witnesses and expert witnesses. If a notary acts as an expert witness, then this will certainly not violate official secrecy because the information is limited to comprehensive and in-depth knowledge and expertise regarding law and notary science. However, if the notary acts as a witness, then he will provide information regarding the substance of the deed, whereas there are exceptional provisions that require a notary to provide testimony. Witness statements are given in their capacity as someone who experienced or knows the actual events or facts of an event being examined.

[9]Liliana Tedjosaputro, 1991, Notary Malpractice and Criminal Law, Semarang : CV. Great. P 80

In the civil justice process what is sought is formal truth, namely the truth is only based on things presented as evidence by the parties in court, witness statements are not the main evidence. The priority in civil justice is written evidence, especially written evidence. It is actually not necessary to summon a notary as a witness in a civil case, in general the deed is sufficient as evidence. Witness testimony is needed if there are parties who do not acknowledge the existence of the written evidence, so clarification is needed regarding the existence of the written evidence. In the civil court process, proof by testimony can be carried out if there has been initial evidence in writing, after that comes other evidence, including witness testimony.

This is different from criminal cases where what is sought is material truth, so a notary is obliged to be present to provide testimony about what was seen, known and heard about an incident so that the examination of the case is transparent. Based on the provisions stipulated in Article 66 paragraph 1 of the Law on the Position of Notaries (UUJN), for the purposes of a judicial process, investigators, public prosecutors or judges with the approval of the Regional Supervisory Council (MPD) have the authority to summon a notary to attend an examination related to a deed. which he made. The judge is the person who determines the law for the adjudication process on the one hand, while on the other hand the judge's scope of knowledge in the field of notarial matters is also limited, so information from the notary is required regarding the validity, authenticity and correctness of a deed made by the notary concerned.

In carrying out the duties of a notary there is a possibility of being called as a witness regarding the death he or she has made. In this case, a notary is always faced with a situation, namely to keep the secret of his office and provide testimony limited to what he sees and hears, both at the investigation and court levels. If you look closely at Article 4 paragraph 2 in conjunction with Article 16 paragraph 1 letter e in conjunction with Article 54 of the Law on the Position of Notaries (UUJN) linked to Article 66 of the UUJN, after obtaining permission from the Regional Supervisory Council (MPD), a notary cannot refuse to be summoned to provide information regarding the deed he made.

The notary only acts as a witness stating what he saw, knew and heard about the case. The notary's testimony relating to the substance of the deed will not be considered a violation of the notary's right to refuse Article 4 paragraph 2 in conjunction with Article 16 paragraph 1 letter e in conjunction with Article 54 of the Law on the Position of Notaries (UUJN), because the obligation to keep the secret of the position has been invalidated by the criminal fraud action.

Based on the explanation above, it can be explained that if a notary becomes a witness in court, then he still has the right to refuse. However, if the notary is a suspect in court, the right to refuse will automatically be lost. A noble profession

such as notary demands professionalism and accuracy. The glory of a profession can remain intact and maintained if members of that profession make a positive contribution and do not commit carelessness.According to Sudikno Merokusumo, a deed is a signed document containing the events that form the basis of a right or obligation, which was made from the beginning intentionally for proof. Evidence is one of the steps in the civil case process. Proof is needed if there is a rebuttal or denial from the opposing party or to justify a right that is in dispute.

According to Article 1867 of the Civil Code, it is also stated that written evidence is carried out using authentic writings or private writings. From this written evidence there is a very valuable part for proof, namely proof of the deed. A deed is in the form of writing that is deliberately made to be used as evidence of an event and is signed appropriately.

Thus, the important elements for a deed are the deliberate creation of written evidence and the signing of that writing. The conditions for signing the deed can be seen from Article 1874 of the Civil Code which contains provisions regarding proof of handwritten writings made by Indonesians or those equivalent to them.

Writings can be divided into 2 (two) groups, namely deeds and other writings. What is important about a deed is the signer, because by signing a deed a person is deemed to guarantee the truth of what is written in the deed. Among the letters or writings called deeds, there is another group which has special evidentiary power, namely what is called an authentic deed. Before completing the description of the problem of proving with an authentic deed, we will first explain the meaning of proving. What is meant by proving is convincing the judge of the truth of the arguments or propositions put forward in a defendant's dispute.

Authentic Deeds are perfect evidence, evidence in procedural law has a juridical meaning, meaning it only applies to the parties involved in the case or those who obtain rights from them and the purpose of this evidence is to provide certainty to the judge about the existence of certain events. So the evidence must be carried out by the parties and who must prove or what is also known as the burden of proof based on Article 184 of the Criminal Procedure Code (KUHAP). In this case, Article 322 paragraphs (1) and (2) of the Criminal Code may be subject to, namely disclosing secrets, even though the notary is actually obliged to keep them. Even in relation to civil cases, namely if the notary is in his position as a witness, the notary can ask to be released from his obligation to provide testimony, because his position is obliged by law to keep it confidential.

Notarial prohibition is an action that is prohibited from being carried out by a notary. If this prohibition is violated by a notary, the notary who violates it will be subject to sanctions as stated in Article 85 of the Notary Position Law (UUJN). The obligation for notaries to take an oath before carrying out their position as a

notary has existed for a long time. The notary's oath of office stipulates that the notary promises under oath to keep the contents of the deeds strictly confidential in accordance with the provisions of these regulations.

The regulations referred to are the regulations in the Law on the Office of Notaries, especially Article 16, which contains a prohibition on notaries from providing gross deeds, copies/quotes or showing or informing the contents of their deeds other than to people who are directly interested in the deed that is, their heirs and assignees of their rights, except in cases regulated in general regulations. Article 4 of the Law on the Position of Notaries states more broadly, that the obligation to keep confidential also includes information obtained by the notary in the performance of his office. This is more because the position held by a notary is a position of trust and precisely because of that someone is willing to entrust something of trust to him.

The obligation to keep or hold secrets can be determined from the professional code of ethics. Point 5 of the Notary's Oath of Office states:

"That I will keep the contents of the deeds as confidential as possible in accordance with the provisions of this regulation." Ethics imposes an obligation on legal professionals as officers or officials to keep secrets, so that it is ethically unacceptable for legal professionals to reveal secrets that they have been told, entrusted and obtained, from clients.

The notary can still keep confidential everything that is told to him in his position, including the contents of the deed, by using the rights given to him in Article 1946 paragraph (3) (Article 1909 paragraph (3) of the Civil Code (Civil Code)) and Article 148 Criminal Code (Article 146 paragraph (3) HIR) to resign as a witness if he is summoned as a witness to have his statement heard before the court.Certificate of Ownership (SHM) Number: 01532 registered in Karangsari Village, Karanganyar District, Pekalongan Regency, with a land area of ± 126 m² (one hundred and twenty-six square meters) in the name of DEFENDANT IV, which has been handed over to the Plaintiff for sale based on a Power of Attorney to Sell dated 7 June 2018 made before Defendant I as Notary in Pekalongan Regency; On June 22 2018, the land house object with Certificate of Ownership (SHM) Number: 01532 located in Karangsari Village, Karanganyar District, Pekalongan Regency, with a land area of ± 126 m² (one hundred and twenty six square meters) in the name of DEFENDANT IV was sold by the Plaintiff. at a price of IDR 110,000,000.00 (one hundred and ten million rupiah) and calculated to reduce the value of margin and unpaid fines (arrears). ; On December 5 2016 Defendant II came to the Plaintiff's office on Jalan Raya Cimohong No. 34 Cimohong Brebes, intends to apply for a loan of IDR 300,000,000,- (Three Hundred Million Rupiah) 1.95% interest per month with 2 (Two) Home Certificate Collateral, each:

a. Ownership Certificate Number 296 Simbangkulon Village with a land area of ± 225 m². recognized by CO-DEFENDANT II as his own;

b. Certificate of Ownership Number 102 Pekadjangan Village with a land area of ± 92 m². Recognized by CO-DEFENDANT III as his own; On December 19 2016, the Plaintiff ordered his employees to conduct a survey at Defendant II's premises to carry out a cross check on the collateral pledged to the Plaintiff; from the results of the survey, the following data regarding the collateral was obtained:

a) House with SHM No. 296, Simbangkulon Village, Buaran District, Pekalongan Regency, with a land area of ±225 m² which is recognized by the PARTY ACCUSED II as his own and is in the process of transferring the name to the name of ACCUSED II based on the statement letter Number: 623/Not/XII/2016 dated 19 December 2016 , made before ACCUSED I as Notary in Pekalongan district;

b) House with SHM No. 102, Pekadjangan Village, Kedungwuni District, Pekalongan Regency, with a land area of ±92 m2 which is recognized by the CO-DEFENDANT III as his own and is in the process of transferring the name to the name of the ACCUSED II based on the statement letter Number: 624/Not/XII/2016 dated 19 December 2016 , the actions of the DEFENDANTS who have not yet resolved the a quo case constituting an Unlawful Act;

1. Accept and partially grant the Plaintiff's claim;

2. Declare according to law that Defendant I, Defendant II, Defendant III and Defendant IV are proven to have committed an Unlawful Act (Onrechtmatigedaad);

3. Declare a legal defect in the Statement Letter made and signed by Defendant I respectively:

-Declaration letter Number: 575/Not/XI/2016 dated 01 November 2016;

-Declaration letter Number: 623/Not/XII/2016 dated 19 December 2016;

-Declaration letter Number: 624/Not/XII/2016 dated 19 December 2016;

-Declaration letter Number: 627/Not/II/2017 dated 22 February 2017;

-Declaration letter Number: 628/Not/II/2017 dated 22 February 2017;

4. Punish:

a. -DEFENDANT II to pay material losses to the PLAINTIFF in the amount of IDR 444,375,000.00 (four hundred and forty-four million three hundred and seventy-five thousand rupiah);

b. - DEFENDANT III to pay material losses to the PLAINTIFF in the amount of IDR 920,100,000.00 (nine hundred and twenty million one hundred thousand rupiah);

c. - DEFENDANT IV to pay material losses to the PLAINTIFF in the amount of IDR 785,635,000.00 (seven hundred eighty-five million six hundred and thirty-five thousand rupiah);

While based on the explanation above, the emphasis is on theory. The theory of responsibility emphasizes the meaning of responsibility which is born from the provisions of the Legislative Regulations so that the theory of responsibility is interpreted in the sense of liability, as a concept related to the legal obligations of someone who is legally responsible for their actions certain that he can be subject to sanctions in cases where his actions are contrary to the law. In the administration of a State and government, responsibility is attached to positions which are also attached with authority. From a public law perspective, it is this authority that gives rise to accountability, in line with general principles; "*geenbevegdedheid zonder verantwoordelijkheid;* there is no authority without responsibility; *la sulthota bila mas-uliyat*" (there is no authority without accountability). *Verschoningsrecht* is different from wraken, in Yan Pramadya Puspa's legal dictionary *Verschoningsrecht* is defined as a request to be released from the right to resign.[10]

4. Conclusion

Form of Notary's Responsibility to Maintain the Confidentiality of the Parties As regulated in the Law on the position of Notary, which focuses on the theory of Certainty, namely certain matters (circumstances), conditions or certain provisions. Laws must essentially be certain and fair. The principle of legal certainty is a principle which, according to Gustav Radbruch, is included in the basic values of law. This principle basically expects and requires that the law be made definitively in written form. Basically, the right to refuse is the right to withdraw from giving testimony before the Court in civil or criminal matters. In civil cases, the notary has more freedom to use the right of denial given to him by law. The term right of recusal is a translation from the Dutch language *Verschoningsrecht* which means the right to be excused from giving information as a witness in a civil or criminal case. This right is an exception to the general principle that every person called as a witness is obliged to give that testimony.

[10]Busyra Azheri, 2011, Corporate Social Responsibility from Voluntary to Mandotary, Raja Grafindo Perss, Jakarta, p. 54.

The right to refuse can be seen in Article 16 paragraph (1) letter e of Law No. 30 of 2004 in conjunction with Law No. So the notary usually cannot avoid using the right of refusal because the police may use the excuse that the notary is not cooperative in providing information regarding the deed he has made, so the police use coercive measures. Juridical Implications of the Notary's Position as a Witness in an Examination in Court without Maintaining the Confidentiality of the Parties is illustrated based on a theoretical point of view. According to Hans Kelsen in his theory of legal responsibility states that: "a person is legally responsible for a certain act or that he bears legal responsibility, subject means he is responsible for a sanction in the event of conflicting actions. According to Hans Kelsen in his theory of legal responsibility states that: "a person is legally responsible for a certain act or that he bears legal responsibility, the subject means that he is responsible for a sanction in the event of a conflicting act. Implementation of the notary's right of refusal in practice, if it turns out that the notary as a witness or suspect, accused, or during an examination by the Notary Supervisory Board has disclosed secrets and provided information/statements which should be kept confidential, even though the law does not order this, then upon complaint the party who feels aggrieved can sue the notary concerned by a notary in exercising the right of recusal, including if the Regional Supervisory Council (MPD) approves the police's request for a notary examination, then a notary cannot avoid providing information because the police have received a recommendation from the Regional Supervisory Council (MPD).

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