

The Notary's Responsibility for Violation of the Code of Ethics in Signing Authentic Deeds by Sending Minutes of Deed

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Abstract. *This study aims to find out and analyze the actions of Notaries when signing authentic deeds by sending authentic deed minutes and to find out and analyze the form of Notary responsibility for violating the code of ethics in signing authentic deeds by sending authentic deed minutes. The results of the research and discussion in this study are: Notaries can sign authentic deeds by sending authentic deed minutes because they deviate from the principle of obedience and the Notary's Principle of Caution against the 2005 and 2015 codes of ethics Article 4 paragraph (6) of the notary code of ethics, namely as a strict prohibition on Notaries in sending minutes to clients to be signed. This has an impact on the validity of the deed and the integrity of the notary profession. So that violations of the code of ethics, the Honorary Council will impose sanctions in the form of Reprimands, Warnings, Schorzing (temporary dismissal) from membership of the association, Onzetting (dismissal) from membership of the association, Dishonorable Dismissal from membership of the association and the responsibility of the Notary in sending authentic minutes of deeds has the potential to cause legal uncertainty, where as a form of responsibility the Notary can be subject to administrative, disciplinary, or even criminal sanctions in accordance with the provisions of Law Number 2 of 2014 concerning the Position of Notary. Legal responsibility for the Deed of Sale and Purchase Agreement made by a notary for sending the minutes of the deed to the client even though with the consent of the parties, the Notary can still be burdened with Administrative Sanctions by the Notary Honorary Council in the form of a written warning, so that the notary is responsible for maintaining the credibility of his profession and public trust in him.*

Keywords: *Delivery; Notary; Responsibility; Signatory.*

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1. Introduction

The position of a public official who has the authority to regulate and grant validity to a contract agreement stated in an authentic deed is the authority of a notary, a profession that has a code of ethics in the form of guidelines for attitudes and behavior. The term public official attached to a notary means that the official serves the general public in every creation such as an authentic deed related to using a concentration of civil law and this authority has not been delegated to other officials and is requested by the general public who need or are interested so that their legal actions are stated in the form of an authentic deed whose authority lies with the notary.²

Notaries have a very important role in legal traffic, especially in the field of civil law, because notaries are positioned as public officials who have the authority to make deeds and other authorities.³ Notary is a position of trust. This has the meaning that those who carry out the duties of the position can be trusted and because the position of Notary is a position of trust so that the position of Notary is a position of trust and the person who carries out the duties of the position can also be trusted, both of which support each other.⁴ The Notary position is an institution created by the state. Placing a Notary as a position is a field of work or task that is deliberately made a legal rule for certain purposes and functions (certain authorities) and is continuous as a permanent work environment.⁵ The government requires that notaries as public officials who are appointed and dismissed by the government be given the authority and obligation to be able to provide services to the public in helping to make agreements, make deeds and their ratification, which is also the authority of a notary.⁶

The deed made by a Notary, namely an authentic deed, has perfect evidentiary power whose legal force is different from a private deed. A private deed is a deed made by the interested parties themselves without the assistance of a public official. While an authentic deed is a Notary product that is greatly needed by the community in order to create legal certainty.⁷ The persons appearing are those who come and attend the reading and signing of the notarial deed and not those who are represented in the deed, whether represented verbally or in writing. The persons appearing must be known to the notary, this is to guarantee that the full name, place and date of birth, nationality, occupation, position, place of residence

²Andi P, 2015, "What and Who is a Notary in Indonesia?", Perwira Md Nusantara, Surabaya, p. 34

³Salim Hs, 2015, Techniques for Making a Deed (Theoretical Concept, Notary Authority, Form and Minutes of the Deed, PT. Raja Grafindo Persada, Jakarta, p. 33

⁴Habib Adjie, 2014, Weaving Thoughts in the World of Notaries & PPAT, PT. Citra Aditya Bakti, 2nd Edition, Bandung, p. 12.

⁵Denny Saputra and Sri Endah Wahyuningsih, 2017, The Principle of Caution for Notaries/PPAT in Carrying Out Their Duties and Functions in Efforts to Prevent Criminalization Based on the Code of Ethics, Jurnal Akta, Vol.4 No.3 September 2017, accessed on May 16, 2024 at 20.25 WIB, p. 348.

⁶Abdul Ghofur Anshori, 2009, Indonesian Notary Institution, UII Press, Yogyakarta, p. 16.

⁷Andi.AAPrajitno, 2010, What and Who is a Notary in Indonesia, Citra Aditya Bakti, Surabaya, p. 51.

and information regarding the position stated in the deed are from the people referred to and not from other people, this is regulated in Article 38 paragraph (3) letters a and b UUJN. If the notary is still unsure about the identity of the persons appearing or because the data of the persons appearing is not clearly known or for other reasons cannot be obtained, this can be done by being introduced by 2 identifying witnesses stated in the deed.⁸

Notarial Deed is the strongest and most complete proof tool so that in addition to guaranteeing legal certainty, Notarial Deed can also avoid disputes. But in practice, disputes often arise as a result of the existence of a Notarial Deed. One type of Notarial Deed as regulated in Article 186710 of the Civil Code can be seen that writing consists of 2 (two) types of writing, namely authentic writing or official writing (authentiek) and writing underhand (onderhands).⁹ The main task of a notary is to make authentic deeds, whether determined by statutory regulations or by the wishes of certain individuals or legal entities that require them.¹⁰ It can be concluded that a Notary is the only public official who has the authority to make authentic deeds.¹¹ Related to the legal irregularities here is the finding that not infrequently Notaries in Cirebon (HSH, M.Kn.) commit legal deviations by signing deeds by sending the minutes of the deed to the parties on the pretext of saving time and the principle of trust from the parties and vice versa, such a thing is clearly a violation of the notary. It is different with Notary X, SH,.M.Kn. in Boyolali Regency who took preventive measures at the will of the Developer PT. X. To send the minutes to his wife who could not attend and sign the Statement of Burdening Rights on the land.

So that the Notary in carrying out his/her position is fully bound by the Notary Law as a legal principle and the Notary Code of Ethics as a moral principle. Moral principles and legal principles are a unity that is inherent in a notary while carrying out his/her duties, the code of ethics and UUJN contain sanctions, violations of UUJN can be subject to sanctions by state law and are known to the notary's honorary council, while in the notary's code of ethics made directly by the association through a notary congress, all violations committed by a notary will be summoned by the notary supervisory board according to the notary's domicile and the notary's honorary council as an organ that enforces the notary's code of ethics can impose sanctions in accordance with the association's code of ethics. Based on the description above, it is then made in the form of a thesis entitled "Notary's Responsibility for Violations of the Code of Ethics in Signing Authentic Deeds by Sending Minutes of Deeds".

⁸Herlien Budiono, 2018, Thus This Deed, Citra Aditya Bakti, Bandung, pp. 26- 27.

⁹Subekti (b), 1987, Law of Evidence, 8th ed., Pradnya Paramita Publisher, Jakarta, p. 178.

¹⁰Supriadi, 2006, Ethics and Responsibilities of the Legal Profession in Indonesia, Sinar Grafika, Jakarta, p. 37

¹¹Abdul Jalal, Suwitno and Sri Endah Wahyuningsih, 2018, Involvement of Notary Officials in Unlawful Acts and Participation in Criminal Acts in Document Forgery, Jurnal Akta, Vol.5 No.1 March 2018, accessed on May 15, 2024 at 20.45 WIB.

2. Research Methods

The method used in this writing is empirical juridical. The juridical approach (law is seen as a norm or *das sollen*), because in discussing the problems of this research using legal materials (both written law and unwritten law or both primary legal materials and secondary legal materials). The type of data uses primary data and secondary data. The data analysis method used is qualitative descriptive analysis.

3. Results and Discussion

3.1. Review of Notaries When Signing Authentic Deeds by Sending Authentic Deed Minutes

The importance of a signature on the minutes of a Notarial Deed is a logical consequence of the nature of the Notarial Deed itself which is an "Authentic Deed". The affixing of a signature on the minutes of a Notarial Deed is essentially an obligation of the parties who appear/Parties who carry out certain legal acts related to all forms of agreements before a Notary. and also at the same time it is an obligation of the Notary himself in carrying out his position, where this signing is a legal and administrative right of the parties/parties who must be directly requested for affixing by and before the Notary in the minutes of his deed. Because in principle, this signature can be used as a legal force later in the context of proof in court if there is an act that is violated by the parties, either in the form of default and other denial of the contents of the agreement by the parties in matters that they have agreed to themselves or possibly from other parties outside the agreement, so that this can give rise to a consequence for the Notarial Deed, namely the emergence of a civil lawsuit or being reported to law enforcement, so that a Notarial Deed can be used as one of the important bases of evidence by the judge in court, of course by going through a certain permit or approval mechanism from the Notary Honorary Council for a Notarial deed that will be used as the basis for evidence in Court as stipulated in Article 66 Paragraph (1), Paragraph (2), Paragraph (3) and Paragraph (4) UUJN.¹² According to Notary Aat Ratnaningrum, SH, M.Kn. Sanctions are a law imposed by the Honorary Council which is intended as a means, effort and tool to enforce obedience and discipline of Association Members and other people who hold the position of Notary.¹³

- 1) Sanctions imposed on members who violate the Code of Ethics may include reprimands, warnings, temporary suspension from association membership, honorable suspension from association membership, or dishonorable suspension from association membership.
- 2) The imposition of sanctions as outlined above against members who violate

¹²<https://www.bengkulunews.co.id/arti-important-tanda-tangan-para-penghadap-pada-akta-notaris> accessed on November 20, 2024 at 15.33 WIB

¹³ Interview with Aat Ratnaningrum, SH, M.Kn., conducted on October 23, 2024 at 12.20 WIB.

the Code of Ethics is adjusted to the quantity and quality of the violations committed by the member.

3) The Central Honorary Council has the authority to decide and impose sanctions against violations committed by ordinary members (of the Active Notary Association) against violations of moral norms or behavior that degrades the honor and dignity of Notaries, or actions that can reduce the public's attitude towards Notaries.

4) Violations of the code of ethics committed by other people (who are currently carrying out the position of Notary) can be subject to sanctions in the form of reprimands and/or warnings. Decisions of the Honorary Council in the form of reprimands in the form of warnings cannot be appealed.

5) The decision of the regional honorary council/area honorary council in the form of honorable dismissal or dishonorable dismissal from association membership can be appealed to the central honorary council.

6) The decision of the first level honorary council in the form of temporary suspension or honorable dismissal and dishonorable dismissal from the membership association can be appealed to the congress.

7) The central honorary council also has the authority to provide recommendations accompanied by reviews, dismissal as a Notary to the Minister of Law and Human Rights of the Republic of Indonesia.

8) Furthermore, regarding the responsibility of a Notary if they violate the provisions of Article 58 of Law Number 30 of 2004 concerning the Position of Notary, this can be seen in the provisions of Article 65A of UUJN Number 2 of 2014 concerning the Position of Notary in the form of administrative sanctions which include written warnings; temporary dismissal; honorable dismissal; or dishonorable dismissal. However, also in accordance with what is in Article 16 paragraph (12) of Law Number 2 of 2014 concerning the Position of Notary, the parties who suffer losses can demand reimbursement of costs, damages and interest from the Notary.

UUJN is a sign that authentic deeds are full evidence of legal correlation in social life. Authentic deeds provide explicit rights and obligations, claim certainty of rules and are also needed to avoid concurrency. Furthermore, it is explained that a Notary is a public official who is authorized to produce authentic deeds as far as the creation of authentic deeds.¹⁴ So that a Notary in carrying out his/her position is fully bound by the Notary Law as a legal principle and the Notary Code of Ethics as a moral principle.¹⁵ When there is a deviation through sending the minutes of the deed to the parties, it can be assessed that a deed has been drafted without

¹⁴ Ibid., p. 170.

¹⁵ Interview *ibid.*

witnesses, even though in the deed it is stated and stated "using in the presence of witnesses." This violates Article 16 paragraph (1) of the UUJN.

The case study that occurred in this study and was in line was when Notary X, who is a notary domiciled in Boyolali Regency, made a contract for a Certificate of Mortgage on land that was originally purchased from Mr. K, Mr. Y, Mr. M, Mr. I and 8 other land object owners as sellers of land that was then purchased by Developer PT. X. In this case, Developer PT. X. Made a purchase and paid in installments, then Developer PT. X. Disbursed funds to Bank Z, in which case an AJB and a Letter of Mortgage were made, so that the object of research here is the desire of Bank Z and Developer PT. X who consciously suggested that it be sent to the wife of Developer PT. X. This is because it is outside the city, namely in Lumajang Regency. Regarding this, the Notary and Notary staff remind that this is not permitted and remind the parties slowly so that there is no sending of minutes of deeds which deviate from the UUJN Regulations and the Notary Code of Ethics and that there is evidence completed by the Notary when he wants to carry out an agreement for a Deed.

The developer's action of PT. X on his desire to send the minutes of the deed of Power of Attorney to Charge Mortgage Rights can be analyzed using the Theory of Legal Certainty according to Utrecht which focuses on the importance of ensuring the legal stability of the Signing of the deed and in this case does not reflect the principle of legal certainty over the Deed if the minutes are sent because this will cause the deed to be legally degraded.

Based on this, the form of implementation carried out by the Notary is a form of implementation of the Principle of Caution which is one of the most important principles that must be applied or implemented by a notary in carrying out his/her position. A notary is a position of trust that is honorable and in carrying out his/her position is required to be careful or cautious, all of which are regulated in the Notary Law and the Notary Code of Ethics, in the sense that he/she must always be consistent in implementing laws and regulations in the field of notary based on professionalism and good faith. The challenge to carry out his/her position well and professionally is felt to be increasingly important, because the position as a notary is directly related to the interests of the community in providing assistance or services. In this case, there is no reason whatsoever for a notary not to apply the principle of caution in carrying out his/her position and must uphold the principle of caution. This means that all actions and deeds made in the context of making an authentic deed must always be based on applicable laws and regulations so that they can be legally accounted for.

The Notary's action is an act of obedience to the 2005 and 2015 code of ethics rules, there is a prohibition in Article 4 paragraph (6) of the notary's code of ethics, namely to send minutes to clients to be signed. UUJN requires notaries to read the Deed in front of the parties. Implicitly, there is no prohibition on signing minutes of a deed outside the notary's office, but the code of ethics rules state that it is

prohibited to sign by sending minutes to clients to be signed outside the office, but there is no rule that clearly states that minutes of a deed brought outside the office by a notary and read by the parties and attended by witnesses. Notaries may sign outside the office but still within the notary's area of office and not done continuously, notarial deeds will be degraded to private deeds if the reading and signing are not carried out in the area of office where the deed should be made and in accordance with the notary's work area.

3.2. Form of Notary's Responsibility for Violation of Code of Ethics in Signing Authentic Deeds by Sending Minutes of Authentic Deeds

The Honorary Council is an association's complete tool that has the authority to investigate any violations of the Code of Ethics that are internal or not directly related to the interests of the community and impose sanctions on the violations in accordance with its authority. Notaries who are given sanctions for violating the Code of Ethics can make efforts to defend themselves and can file a tiered appeal against the decision of the Council. Honor Region, to the Regional Honorary Council and the Central Honorary Council as the final level of examination. Therefore, it is very important for Notaries to be able to better understand the extent to which the act can be said to be a violation of the Notary's Code of Ethics.

In carrying out their duties, notaries must adhere to laws and regulations and the code of ethics of the profession, so that the dignity and honor of the notary profession is maintained, because the notary profession is very noble "officium nobile". Notaries can be said to be a noble profession because in carrying out their profession, notaries must not discriminate against the background of clients or adhere to the principle of humanity and notaries are required to provide legal services in the notary field free of charge to people who are unable, this is regulated in Article 37 of the UUJN.¹⁶In the making of an Authentic Deed, there is negligence committed by the Notary, so that the Authentic Deed is degraded to a deed carried in hand which only has the power of proof as a deed under hand or a deed becomes null and void by law, which can be a reason for the party who suffers a loss to ask the Notary to be accountable in a Civil Court or can be sued for damages.¹⁷

Ethics are values, moral norms and a collection of principles that serve as a guide for a person or group in regulating their behavior. The function of ethics is to achieve a position in the struggle of moral views in the form of critical reflection. A job or profession that in carrying out its authority requires ethics. The code of ethics that made into a guideline for member behavior along with clear and firm sanctions against violators of the code of ethics. Notaries have a code of ethics

¹⁶Dedi Yansyah, 2023, Responsibilities and Legal Protection for Substitute Notaries for Authentic Deeds They Have Made, Master's Thesis in Notary Affairs, Unissula, Semarang, http://repository.unissula.ac.id/32389/1/Magister%20Kenotariatan_21302100119_full.pdf.pdf

¹⁷Ibid,

because Notaries are one of the professions in Indonesia based on Law Number 2 of 2014 concerning the Position of Notaries.¹⁸

Concept of sending minutes of deeds outside the office according to a notary Aat Ratnaningrum, SH, M.Kn. becomes an act outside the *virlijden* which means outside the responsibility of the notary which will later cause losses to the parties. The prohibition on signing minutes outside the notary's office is also regulated in Article 4 of the Notary Code of Ethics. This prohibition is carried out so that the parties who appear before the notary directly sign the deed made by the notary and have been read in front of the parties and witnesses and then signed. Not signing the deed before the notary will cause losses and even the notary concerned can be subject to sanctions, both criminal, civil and administrative sanctions.¹⁹

Examination and imposition of sanctions at the first level The Regional Honorary Council is an autonomous body in making decisions that has the task and obligation to provide guidance and supervise the implementation and obedience of the code of ethics by members of the association in their respective regions. If there is a member who is suspected of violating the code of ethics, whether the suspicion comes from the knowledge of the Regional Honorary Council itself or because of a report from the Regional Management or other parties, then no later than 7 (seven) working days the Regional Honorary Council must immediately hold a meeting to discuss Allegation against the violation, If in the decision of the Regional Honorary Council session it is stated that there is a violation of the code of ethics, then the session will also determine the sanctions for the violation. The decision of the Regional Honorary Council session must be sent to the violating member with a copy to the Branch Management, Regional Management, Central Management and Central Honorary Council all within seven working days after the decision is made by the Regional Honorary Council session. Sanctions of reprimand and warning by the Regional Honorary Council do not require prior consultation with the Regional Management.

The correlation of rules between the notary and the client results in a legal impact in which each person's rights and obligations are bound. to provide the basis for a legal relationship, if a party is injured, then the notary's liability can be determined based on breach of contract is also an unlawful act regulated in Article 1368 BW. A notary can be in a breach of contract if there is a contractual relationship between him and the parties. An unlawful act can occur when one party harms another party without any intent but causes a loss to one party. In practice, a notary carries out a job according to his authority or within the scope of his duties as a notary, so the demands of Article 1365 BW cannot be imposed on the

¹⁸Tri Ulfi Handayani, Agustina Suryaningtyas, Anis Mashdurohatun, 2018, Urgency of Notary Honorary Council in Enforcing Notary Code of Ethics in Pati Regency, AKTA Journal, Vol 5 No 1, p. 52. <https://jurnal.unissula.ac.id/index.php/akta/article/download/2531/1893>

¹⁹Notary Aat Ratnaningrum, SH, M.Kn., Loc.cit.

notary.²⁰ Sending minutes of the deed to the client can also be subject to civil sanctions because it violates the provisions in Articles 14 and 44 of the UUJN and if one of the parties feels aggrieved, the notary can be sued with a lawsuit for unlawful acts under Article 1365 of the Civil Code.

The prohibition on sending minutes to clients has been regulated in the Notary Code of Ethics, if the deed is only sent to the client without being read and signed before a notary, it has violated the notary's *verlijden* obligation. Not reading and signing a notarial deed in front of the parties and witnesses is a prohibition of the code of ethics that can be subject to sanctions by the notary's honorary council as a notary institution authorized to enforce the code of ethics. Violation of the code of ethics does not necessarily violate the provisions of the UUJN, but if the violation of the UUJN is carried out and results in losses for others, then it automatically becomes a violation of the code of ethics and can be subject to ethical sanctions based on Article 6 of the 2015 Notary Code of Ethics.

The minutes signed outside the notary's office have contained false content, in addition to being subject to the prohibition in the UUJN and the code of ethics for having taken out the notary's minutes, he is also subject to criminal sanctions for his actions which violate Article 264 and Article 266 of the Criminal Code, namely by falsifying a letter in the name of Hartati which resulted in losses for Hartati. Forgery information which also involves the notary, it can be said that the notary is dishonest in carrying out his/her duties, because honesty in a notary is a moral rule that is not only regulated in the code of ethics, but also regulated in the UUJN. The concept of legal protection for a notary according to Notary Aat Ratnaningrum, SH, M.Kn. is based on his/her compliance in carrying out the UUJN and the Notary's Code of Ethics because as long as the notary is impartial and careful in carrying out his/her duties, the notary will be more protected in carrying out his/her obligations.²¹

In this case, such as the analysis of the case that occurred where one of the Notaries who in signing the deed acted as a Notary (HSH, M.Kn.) committed a legal deviation by signing the deed by sending the minutes of the deed to the parties on the pretext of saving time and the principle of trust from the parties and vice versa, such a thing is clearly a violation of the notary. This case is related to the making of Sale and Purchase Binding Agreement On behalf of J as the seller who is S as the buyer who in this case wants to make a purchase by installments according to the agreement worth Rp. 170,000,000,- (one hundred and seventy million) for the land object owned by Mr. J for a land object which then because the buyer's position at that time was in Majalengka City, to shorten the time, the minutes of the deed were sent with the aim of wanting it to be signed quickly. Sale and Purchase Binding Agreement and this is also at the buyer's request. Then in 2023 there was a lawsuit by another party, the decision of the Cirebon District Court by

²⁰Habib Adji, Loc.cit.

²¹Interview with Notary Aat Ratnaningrum, SH, M.Kn. Loc. Cit.

based on the case, it was stated in the verdict that Notary H, SH, M.Kn. was declared as the reported party who committed an unlawful act, namely making a deed based on false information.

That based on this, the form of implementation of the Notary's responsibility here is: seen from Other deviations made by a notary, namely not reading the deed which was then not signed simultaneously with the parties or witnesses. The notary did not read the deed to the parties before signing, and at the time of ratification the deed was not attended by the witnesses stated in the deed. This is contrary to the contents of the notarial deed which states that "after I, the Notary, read this deed to the parties and witnesses, then this deed will be signed immediately by the parties, witnesses and I, the notary. Then the denial of the implementation of Article 16 paragraph 1 of the UJN from the principle of caution and the existence of deviations from the rules of the code of ethics of 2005 and 2015 there is a prohibition in Article 4 paragraph (6) of the notary code of ethics, namely to send minutes to clients to be signed.

There are 2 legal consequences that can be obtained, the first is the consequence of the deed being declared null and void by law by the Cirebon District Court, namely that the legal act carried out has no legal consequences since the legal act occurred with a court decision, then a dispute arises over the SHM for the land object which was originally...Sale and Purchase Binding Agreement this is transferred to the Principal Owner. Then for and on behalf of Notary H., SH, M.Kn for sending the minutes of the deed to the client even though with the consent of the parties, Notary HSH, M.Kn was still given an Administrative Sanction by the Notary Honorary Council of Cirebon Regency in the form of a written warning.

Based on the above, according to the author, this is in line with the concept of Theory according to Father Salim in the context of notary responsibility regarding violations of the code of ethics and signing authentic deeds by sending minutes attached to the concept of Notary Legal Responsibility where it is mandatory to act in accordance with applicable legal provisions, especially in making deeds that are valid and can be accounted for before the law. If this happens violation, the notary can be held responsible for any legal consequences that arise.

1. Ethical Responsibility, seeing Notary as a highly regulated profession, a notary must follow the notary code of ethics which regulates independence, integrity, and honesty in carrying out his duties.
2. Moral Responsibility lies with Notaries who are also expected to act with full moral responsibility in all their actions.

It can be concluded that Father Salim's Theory regarding professional responsibility can be linked to the notary's responsibility in ensuring that every process of making an authentic deed, including signing outside the office, is carried out with the correct procedure. If the notary sends the authentic deed minutes

without proper supervision, either by not being in the presence of a notary or without a valid procedure, this can potentially cause a violation of the code of ethics, as well as legal and moral responsibility for the notary.

In this case, the implementation of administrative sanctions is a form of enforcement instrument in the Notary Law, including preventive measures (supervision) and repressive measures (imposition of sanctions). Preventive measures are carried out through periodic examination of notary protocols and the possibility of violations in the implementation of notary office, while repressive measures are carried out through the imposition of sanctions by the Cirebon Regency Notary Honorary Council in the form of verbal and written warnings, and has the right to propose to the Regional Honorary Council in the form of temporary suspension. Article 1 Paragraph 1 of Permenkumham Number 61 of 2016 explains that administrative sanctions are punishments imposed by authorized officials on Notaries for committing violations that are required or fulfilling provisions that are prohibited by laws and regulations. Code of ethics sanctions can be imposed on Notaries who violate the Notary's code of ethics. These sanctions are imposed by the Notary Honorary Council. As for criminal sanctions, because they are not regulated in the UUJN, criminal sanctions will be imposed if the Notary in carrying out his/her official duties has fulfilled the elements of a certain crime, a criminal act based on the Criminal Code (KUHP).

The implementation of sanctions against notaries who violate the UUJN and the Code of Ethics, the implementation of sanctions is carried out by the Notary Supervisory Board through several stages, namely the Cirebon Regency Notary Honorary Council summons the notary concerned properly and carries out the first and second summons, then the notary must be present without being represented by anyone, the Cirebon Regency Notary Honorary Council conducts an initial examination, if the reported party is suspected of having an indication of a violation, then the authority of the Cirebon Regency Notary Honorary Council can try with the existing mechanism. The system is not a trial but an Ethics trial, so it cannot be accompanied by anyone, the nature of the trial is closed to the public but the reading of the verdict is open to the public. If the reported party is suspected of having committed a violation, the Cirebon Regency Notary Honorary Council has the authority to recommend to the Regional Supervisory Board for follow-up. If there is an indication of a violation, the Regional Supervisory Board has the authority to recommend temporary dismissal and dishonorable dismissal to the MPPN. Furthermore, the MPPN processes the person being examined in accordance with the existing mechanism, in addition, the notary being examined is still given the opportunity to defend himself. After the trial is completed and a decision is made that the reported notary has indeed violated the UUJN and Code of Ethics, the MPPN recommends to the Minister to be given sanctions, either temporary dismissal or dishonorable dismissal. Then the Minister of Law and Human Rights imposes the sanctions recommended by the MPPN.

4. Conclusion

In this case, the notary cannot sign an authentic deed by sending an authentic deed minute because it violates the principle of obedience and the Notary's Principle of Caution regarding the 2005 and 2015 code of ethics, Article 4 paragraph (6) of the notary code of ethics, namely as a strict prohibition on the notary from sending minutes to clients to be signed. This has an impact on the validity of the deed and the integrity of the notary profession. So that violations of the code of ethics, the Honorary Council will impose sanctions in the form of a Reprimand, Warning, Schorzing (temporary dismissal) from association membership, Onzetting (dismissal) from association membership, Dishonorable Dismissal from association membership. The responsibility of a Notary in sending authentic minutes of deeds has the potential to cause legal uncertainty, where as a form of responsibility the Notary can be subject to administrative, disciplinary, or even criminal sanctions in accordance with the provisions of Law Number 2 of 2014 concerning the Position of Notary. Legal responsibility for the Deed of Sale and Purchase Agreement made by a notary for sending the minutes of the deed to the client even though with the consent of the parties, the Notary can still be burdened with Administrative Sanctions by the Notary Honorary Council in the form of a written warning, so that the notary is responsible for maintaining the credibility of his profession and public trust in him.

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