

Legal Implications of Notarial Deed Signing Reading Not Carried Out Simultaneously by the Parties Before a Notary Public PPAT

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Abstract. *The form and procedures stipulated by Law No. 2 of 2014 concerning the Position of Notary and Regulation Order 24 of 2016 concerning the Land Deed Making Official are clear, however, there is a Reading and Signing of Notarial Deeds that are not carried out simultaneously by the Parties in the presence of the Notary and the Land Deed Making Official, so the author would like to describe the Legal Implications in the Reading and Signing of Notarial Deeds that are not carried out simultaneously by the Parties in the presence of the Notary and the Land Deed Making Official and their Responsibilities. The writing method uses a normative legal approach in order to obtain the conclusion that the Notary Position Law, Government Regulation concerning the Land Deed Making Official and other regulations have regulated it well, both implicitly and explicitly. Thus, the results of the discussion obtained are as follows: (1) Authentic Deeds are closely related to the obligations and sanctions given to Notaries. Notaries are authorized to make authentic deeds as regulated in Article 15 of Law No. 2 of 2014 concerning the Position of Notaries. Notaries in carrying out their authority have obligations that must be carried out as regulated in Article 16 paragraph (1) letter I and paragraph (8). Where if it is not fulfilled, its authenticity will be lost unless there is an obstacle in accordance with Article 44 paragraph (1) while in the Regulation of Order 24 of 2016 concerning Land Deed Making Officials, the authority is contained in Article 2 which has obligations that must be carried out in accordance with Article 22. The legal implication is that it can be canceled or null and void by law because it does not meet the subjective requirements in the form of an agreement between the parties and the objective requirements in the form of a lawful cause. In addition, the making of a deed which contains a procedure that is not in accordance with the making of the deed results in the deed being formally defective (2)if proven can be dismissed*

dishonorably for not carrying out his duties and position properly. and civil and criminal sanctions may be imposed depending on how much the negligence causes losses to the parties.

Keywords: Land Titles Registrar; Notary Public; Reading and Signing.

1. Introduction

Notary and PPAT are professions or positions that are very closely related to the making of authentic deeds and both professions have authorities related to each other. So in reality, someone who works as a Notary also serves as a PPAT. This is not prohibited and is permitted by laws and regulations.¹ regarding all acts, agreements and stipulations as long as the making of certain authentic deeds is not reserved for other public officials or requested by the parties making the deed.

In accordance with Article 16 paragraph (1) letter I UUJN, it states that "the deed must be read out before the person appearing in the presence of at least 2 (two) witnesses and signed at that time by the person appearing, witnesses and notary". and Article 22 PJPPAT states that the contents must be read out/explained to the parties in the presence of at least 2 (two) witnesses before being signed immediately by the parties, witnesses and PPAT.

One of the legal acts or actions that can hardly be separated from the duties of a notary/PPAT is the act of signing. Furthermore, this can be observed in the making of a notarial/PPAT deed where the notary/PPAT reads the sentence "after I, the notary/PPAT read this deed to the parties and witnesses, then immediately the parties, witnesses and I, the notary sign this deed".

Likewise regarding the presence of the parties, where in the reading and signing of a deed, the parties appearing, witnesses and the Notary have an obligation to be present and sign the deed. In Article 16 paragraph (1) letter M of Law Number 30 of 2004, the Notary is required to read the Deed before the parties appearing in the presence of at least 2 (two) witnesses, or 4 (four) witnesses specifically for the making of a Deed of Will under hand, and signed at that time by the parties appearing, witnesses and the Notary.

From the background that has been described above, the author is interested in conducting further research regarding something related to this. on the implications of the implementation of the reading and signing of notarial deeds at the Notary which is carried out not simultaneously between the parties and the Notary, as in the example of a case of a sale and purchase dispute over a plot of land and a house building with a Certificate of Ownership Number 01657, Sukorejo Village, covering an area of 310 M2 located in Sukorejo Village, Tunjungan District, Blora Regency at the Blora District Court in decision Number

¹ HS Salim, "Deed Making Techniques for Land Deed Making Officials (PPAT)/Salim HS," 2016. As stated in Article 19 number 1 of the Notary Law

8 / Pdt.G / 2023 / PN Bla dated March 3, 2023 in its decision stated that the Plaintiff was the legal owner based on the Deed of Sale and Purchase of the disputed object, then submitted to the appeal level in Decision No. 397 / PDT / 2023 / PT. SMG dated October 18, 2023, whose ruling is to Cancel the Decision of the Blora District Court Number 8. Pdt.G/2023/PN.BLa dated September 12, 2023 on the consideration that the deed of sale and purchase does not have legal force that binds both parties, so with the above decision, the researcher created the title "Legal Implications in Reading and Signing Notarial Deeds That Are Not Carried Out Simultaneously by the Parties Before the Notary and Land Deed Making Official".

2. Research Methods

The type of research used is Descriptive legal research with descriptive analytical research methods. In this study, the Implications of Reading and Signing Notarial Deeds Which Are Not Carried Out Simultaneously by the Parties Before a Notary will be described. Using a normative legal approach so that in this research, the scope of this research will be conducted by researching legal principles, which is carried out on written and unwritten positive law. research specifications using descriptive analysis. Using secondary data sources consisting of primary legal materials, secondary legal materials, and tertiary legal materials. All legal materials collected through library research will be sorted in order to obtain legal rules for the formulated problems and then systematized to produce a classification that is in line with the problems of this research. Furthermore, the legal materials obtained will be analyzed qualitatively.

3. Results and Discussion

3.1. Legal Implications in Reading and Signing Notarial Deeds That Are Not Done Simultaneously by the Parties in the Presence of a Notary and Land Deed Official

1. Case Facts Example

In the Decision at the Appellate Level Number 397/PDT/2023/PT SMG regarding a Civil case in which one of the parties is the Land Deed Making Officer (PPAT) of Blora Regency, hereinafter referred to as Co-Appellant III, originally Co-Defendant I; Regarding the facts of the case, after the Blora District Court decision was pronounced, the Appellants/their Attorneys filed an electronic appeal application for Case Number 8/Pdt.G/2023/PN Bla dated September 21, 2023 with the judge's consideration that the appeal application from the Appellants' Attorneys, originally Defendant I and Defendant II, had been submitted within the time limit and according to the procedures and requirements determined by law had been fulfilled, therefore the appeal application could be formally accepted;

2. Legal Analysis

The obligation of a Notary to read the deed before the person appearing in the presence of at least 2 (two) witnesses and signed at that time by the person

appearing, witnesses and Notary is regulated in the provisions of Article 16 paragraph (1) letter m of the Notary Law. This provision is reaffirmed in Article 44 of the Notary Law, which states that immediately after the deed is read, the deed is signed by each person appearing, witness and Notary, except if there is a person appearing who cannot sign by stating the reason.

As stated in Article 16 paragraph (9) UUJN and violating the provisions of Article 4 paragraph (6) of the Code of Ethics of the Indonesian Notary Association which results in consequences in the form of sanctions imposed on members (in this case Notaries) who violate the code of ethics, namely in the form of reprimands, warnings; schorsing (temporary dismissal) from association membership, onzetting (dismissal) from association membership, dishonorable dismissal from association membership.

In the practice of signing a deed where the signing is not done in the presence of the parties and witnesses when the making of the deed of encumbrance occurs simultaneously in different places. According to Nurhadi Darussalam², this is something that occurs frequently in notarial practice, namely the notary not reading and signing the deed in front of the parties together.

In relation to the Case Example above in decision No. 397/PDT/2023/PT SMG, the PPAT stated that the Deed of Sale and Purchase Number 1767/2020 dated December 30, 2020 made by the PPAT (Co-Appellant III/Co-Defendant I) was invalid because it was not made in accordance with applicable procedures, where in the Case Example the Position is that the Deed of Sale and Purchase of Land Number 1767/2020 was signed by the parties mentioned in the Deed, not before the PPAT, but the deed was taken to the Blora Penitentiary by the PPAT staff where Defendant I as the Seller was serving a sentence for the Criminal Act he committed.

As has also been regulated, the obligation for the PPAT to read the deed in Article 22 of Government Regulation Number 37 of 1998 concerning the Regulations on the Position of Land Deed Making Officials, states that the PPAT deed must be read/explained to the parties in the presence of at least two witnesses before being signed immediately by the parties and witnesses.

And the PPAT furthermore in Article 101 paragraph (3) of the Regulation of the Minister of State for Agrarian Affairs/Head of the National Land Agency Number 3 of 1997 concerning the provisions of the implementing regulation of the government number 24 of 1997 concerning land registration (hereinafter referred to as the Regulation of the Minister of ATR/BPN 3/1997)

The signature on a deed is just as important as reading the deed because the signature on an authentic deed actually has two basic legal functions, namely as a sign of the signatory's identity and as a sign of agreement to the obligations attached to the deed.

² Mia Elvina, "Legal Implications of Deeds Made by Notaries That Are Not Read and Signed Together," *Lex Renaissance* 5, no. 2 (2020): 438–57.

Based on these two legal functions, it can be concluded that a signature is an identity that functions as a sign of agreement to the obligations attached to the deed. According to Habib Adjie, the functions of the appearing person's signature include self-identification or the person's identity, proof that the person concerned has appeared, approval that the appearing person agrees with everything that is stated or stated in the deed.

Article 96 paragraph (4) states that the National Land Agency has given authority and legal certainty to PPAT to open land deeds for transfer of rights themselves. This means that the parties to the deed before it is signed by the party to the deed or the PPAT himself. The parties to the deed do not yet know the contents of the deed because it has not been read and nothing has been filled in.

So, regarding the Position of the Example Case above, finally the Panel of Judges at the Appellate level in its Decision Considerations included the following:

That the Deed of Sale and Purchase was signed by the parties mentioned in the Deed, not before a Notary/PPAT but the deed was taken to the Blora Penitentiary where Defendant I is serving a sentence for the criminal act he committed.

The Panel of Judges at the Appellate Level is of the opinion that the issuance of Deed of Sale and Purchase Number 1767/2020 dated 30 December 2020 does not comply with applicable legal provisions/is not legally based and must therefore be declared to have no binding legal force for both parties;

Furthermore, regarding all legal products based on the Deed of Sale and Purchase which are declared to have no binding legal force, this cannot be justified so that for other petitums submitted by the Respondent, the Plaintiff in this case does not need to be considered any more and must be declared rejected; *that the Decision of the Blora District Court Number 8/Pdt.G/2023/PN.Bla cannot be upheld and must be canceled.*

3. Legal Consequences

In the case of a Notarial deed not being read and signed jointly by the parties before the Notary because one of the parties, namely the banking party, was not present and only a copy of the deed was sent to be signed, it is certainly contrary to the provisions of the Notary Law and the Notary's code of ethics which will certainly have legal implications for both the deed and the Notary concerned.³

Reviewing the evidentiary power of a Notarial deed that is not read and signed by the parties together, it must be understood that the Notary in carrying out his duties and positions formulates the wishes/actions of the parties into an authentic deed, by paying attention to the applicable legal regulations. A Notarial Deed as an authentic deed has perfect evidentiary power, so it does not need to be proven or supplemented with other evidence. If there is a party who states

³ Putra, Haldin Perdana, Dyah Ochtorina Susanti, and Rahmadi Indra Tektona. "The Validity of a Deed of Gift Made by a Ppat for an Adopted Child Without the Consent of One of the Heirs." *Jurnal Rechts* 11, no. 1 (2022): 35–52.

that the deed is not true or was not carried out with the existing procedure, in this case the deed was not read and signed by the Notary together with the parties, then the party who states it is not true or as the injured party, is obliged to prove his statement in accordance with applicable law.⁴

In Government Regulation No. 24 of 2016 concerning Amendments to Government Regulation No. 37 of 1998 concerning Regulations on Land Deed Making Officials, it is stated that Land Deed Making Officials, hereinafter referred to as PPAT, are public officials who are authorized to make authentic deeds regarding certain legal acts regarding land rights or ownership rights to apartment units.⁵As mentioned in the definition, PPAT is included in the category of general officials. According to Boedi Harsono⁶A public official is someone appointed by the government with the task and authority to provide services to the public in a particular field.

In principle, the making of a deed must also meet formal and material requirements. The discussion of formal requirements is related to the form of the deed. In this case, the provisions regarding the form of the deed are regulated in Article 38 of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Position of Notary.

Other requirements related to formal requirements are about the procedure for making a deed. In this context, other formal requirements in making a deed are:⁷

- a. Made by or before an authorized official
- b. Attended by the parties.
- c. Both parties are known or introduced to officials;
- d. attended by two witnesses;
- e. mention the identities of the notary, the person appearing and the witnesses;
- f. mention the place and time of making the deed;
- g. the notary reads the deed in front of the person appearing and witnesses;
- h. Signed by all parties;
- i. Confirmation of Reading of the translation and signing of the closing deed chart;
- j. the position of a notary in a district or city area.

⁴Septianingsih, Komang Ayuk., et al. "The Strength of Authentic Deed Evidence in Proving Civil Cases." *Journal of Legal Analogy* 2, no. 3 (2020): 336–40.

⁵ SitiMuflichah, Trusto Subekti, and Haedah Faradz. "EXCEPTIONS OF PLURIUM LITIS CONSORTIUM (A Study of Semarang High Court Decision No. 401/Pdt/2002/PT. Smg Jo. Purwokerto District Court Decision No. 41/Pdt. G/2000/PN. Pwt)." *Journal of Legal Dynamics* 8, no. 2 (2008): 121–30.

⁶ Boedi Harsono, "Duties and Position of Land Deed Making Officials," *Journal of Law and Development* 25, no. 6 (1995).

⁷ Krisdianto R Maradesa, "Authority and Legal Responsibility for the Making of Authentic Deeds by Notaries Based on the Law on the Position of Notaries," *Lex Privatum* 2, no. 3 (2014).

The material requirements for making a deed are as follows:⁶⁸

- a. Contains information about the agreement of the parties;
- b. Fill in information regarding legal actions;
- c. The deed was made intentionally for proof

So the working of the law begins with the making of laws, the making of laws is a reflection of the model of society. According to Chambliss and Seidman⁸, is utilized to conduct analysis on the formation of law as well as to conduct analysis on the implementation of law. According to this theory, the formation of law and its implementation will not be free from the influence or intake of social and personal forces,⁹ especially the influence or intake of socio-political power. That is why the quality and character of the law are also inseparable from the influence of the working of political powers at the time the law was formed, which is explained:

- A. Every legal regulation tells how a role occupant is expected to act.
- B. How implementing institutions will act in response to legal regulations is a function of the legal regulations addressed to them, their sanctions, the entire complex of social, political and other forces affecting them and the feedback coming from role occupants.
- C. How lawmakers will act is a function of the rules that govern their behavior, their sanctions, the whole complex of social, political, ideological and other forces affecting them and the feedback coming from role holders and the bureaucracy. One factor that influences efforts to utilize the law.

In addition, Notaries/PPAT in carrying out their duties are associated with the theory of how law works influenced by society, which can be seen from the role of Notaries/PPAT who act as intermediaries for the entry of law into a society. This is in line with the opinions of William Chambliss and Robert B Saidman.¹⁰ Dogmatically, the working of law is connected with the problem of implementing law, interpreting law, making legal construction and so on. From a sociological perspective, the working of law is seen from the role of humans who act as intermediaries in entering a society. So that the Notary/PPAT deed is a legal product born from the social conditions of society that want written proof to be authentic evidence of a particular object.

Based on the discussion above, the legal consequences of making a deed that is not read and signed simultaneously before a Notary and PPAT are that the deed can be canceled because it does not meet the subjective requirements in the form of an agreement between the parties, and/or can be void by law because it does not meet the objective requirements in the form of a lawful cause. In

⁸ Chambliss, Crime and Criminal Behavior.

⁹ Philippe Nonet, Philip Selznick, and Robert A Kagan, Law and Society in Transition: Toward Responsive Law (Routledge, 2017).

¹⁰ Chambliss, Crime and Criminal Behavior.

addition, making a deed that contains a procedure that is not in accordance with the making of a deed results in the deed being formally defective.

3.2. Responsibility for the reading and signing of notarial deeds which are not carried out simultaneously by the parties in front of the notary and the land deed drafting official.

In the practice of signing a deed where the signing is not done in the presence of the parties and witnesses when the making of the deed of encumbrance occurs simultaneously in different places. According to Nurhadi Darussalam, such a thing, namely the deed not being read and signed by the Notary in front of the parties together, is a common occurrence in notarial practice, especially for Notaries who are bank partners. This should not happen because it clearly violates the provisions of the Notary Law and the Code of Ethics of the Indonesian Notary Association.¹¹

It must also be realized that Notaries and their deed products are interpreted as the State's Efforts to create legal certainty and protection for the community. Thus, Notaries are required to maintain the nobility of the Notary's position, do not let it be just because of maintaining business interests in order to continue to be a bank Notary to the point of making Notaries set aside and violate statutory provisions.¹² Therefore, according to the author, the notary's responsibility for the reading and signing of notarial deeds that are not carried out simultaneously by the parties before the notary is divided into:

1. Based on the Notary Law

Failure to fulfill the formal requirements of a Notarial deed can result in the Notarial deed having the power of proof as a private deed or even the deed being null and void by law, which of course is detrimental to the parties. The Notary's liability for violations committed is regulated in the Notary Law and outside the Notary Law. The Notary Law regulates the provisions of sanctions, as a form of Notary's liability for violations committed, where the sanctions can be in the form of:

- a. Civil Sanctions: reimbursement of costs, damages and interest;
- b. Sanctions Administrative: verbal warning, written warning, temporary dismissal, honorable dismissal, dishonorable dismissal.

In Civil Sanctions, a Notarial deed, which will later be used as strong written evidence, has the specificity that what is stated in a Notarial deed must be accepted, therefore reimbursement of costs, damages and interest cannot be automatically forced on the Notary, but is carried out through a lawsuit mechanism in the District Court.

¹¹ "17921089 Mia Elvina," nd

¹² Kerina Maulidya Putri, Ichsan Anwary, and Diana Haiti. "Notary's Obligation to Read and Sign Deeds in Front of All Parties Jointly." *Notary Law Journal* 1, no. 2 (2022): 157–75.

The lawsuit filed is a lawsuit for unlawful acts, and the basis for filing a lawsuit for unlawful acts is the failure to fulfill: the elements of the official who made it and/or the elements of the place of manufacture and/or the elements of the form and procedure for making it.

In Administrative Sanctions, the law enforcement instruments in the Notary Law include 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 of the code of ethics in carrying out the Notary's position. While repressive measures are carried out through the imposition of sanctions by:

- a. The Regional Supervisory Board, in the form of verbal and written warnings, and has the right to propose to the Central Supervisory Board in the form of temporary dismissal for 3 (three) months to 6 (six) months and dishonorable dismissal.¹³
- b. The Central Supervisory Board, in the form of temporary dismissal, and has the right to propose to the minister in the form of dishonorable dismissal.¹⁴
- c. Minister, in the form of honorable dismissal and dishonorable dismissal.

The imposition of sanctions in the form of dismissal of a Notary is divided into 3 (three) categories, namely:

1) Temporary Suspension

A notary is temporarily dismissed from his position because:

- a) In the process of bankruptcy or suspension of debt payment obligations;
- b) Under guardianship;
- c) Committing a reprehensible act, namely committing an act that is contrary to religion, moral norms and customary norms [temporary suspension for a maximum of 6 (six) months];
- d) Committing a violation of the obligations and prohibitions of the position [temporary suspension for a maximum of 6 (six) months].

2) Honorable Dismissal

A notary resigns or is honorably dismissed from his position because:

- a) Die;
- b) Be 65 (sixty five) years old;
- c) Own request;
- d) Not spiritually and/or physically capable of carrying out the duties of a Notary continuously for more than 3 (three) years, as evidenced by a medical certificate; or

¹³ Umbara, "Law Number 2 of 2014 Concerning the Position of Notary."

¹⁴ Umbara.

e) holding concurrent positions as intended in Article 3 letter g of the Notary Position Law, namely holding concurrent positions as a civil servant, state official, advocate, or other positions which are prohibited from being concurrently held by the position of Notary.

3) Dishonorable Discharge

A notary shall be dishonorably dismissed from his/her position by the Minister upon the recommendation of the Central Supervisory Board if:

- a) Declared bankrupt based on a court decision that has permanent legal force;
- b) Being under continuous guardianship for more than 3 (three) years;
- c) Committing acts that degrade the honor and dignity of the position of Notary, such as gambling, getting drunk, abusing drugs and committing adultery; or
- d) Committing a serious violation of the obligations and prohibitions of the position, namely not fulfilling the obligations and violating the prohibitions of the position of Notary;
- e) Sentenced to imprisonment based on a court decision that has permanent legal force for committing a crime that is punishable by imprisonment of 5 (five) years or more.

2. Based on Government Regulations, Land Deed Making Officials

Discussion on the responsibilities of PPAT in carrying out his profession has duties and authorities that must be fulfilled. In this context, the duties of PPAT as referred to in Article 2 of Government Regulation No. 24 of 2016 concerning Amendments to Government Regulation No. 37 of 1998 concerning Regulations on the Position of Land Deed Making Officials. In this article, it is explained that:

1. The main duty of the PPAT is to carry out some land registration activities by making deeds as evidence of certain legal acts having been carried out regarding land rights or ownership rights to apartment units which will be used as the basis for registering changes to land registration data resulting from said legal act.

2. The legal acts as referred to in paragraph (1) are as follows:

- a. Buy and sell;
- b. Exchange;
- c. Grant;
- d. Income in the Company (in berng);
- e. Joint distribution of rights;
- f. Granting of Building Use Rights/Use Rights on Freehold Land;
- g. Granting of mortgage rights;
- h. The granting of power of attorney imposes mortgage rights.

In relation to the sanctions that can be received by PPAT in carrying out his position, PPAT can be dishonorably dismissed from his position. This refers to

Article 10 paragraph (2) of Government Regulation No. 24 of 2016 concerning Amendments to Government Regulation No. 37 of 1998 concerning the Regulations on the Position of Land Deed Making Officials which states that PPAT is dishonorably dismissed from his position because:

1. Committing a violation of the prohibitions or obligations as a PPAT;
2. Sentenced to imprisonment for committing a criminal act which is punishable by imprisonment for a maximum of 5 (five) years or more based on a court decision which has permanent legal force.
3. The dismissal of a PPAT for reasons as referred to in paragraph (1) letter c and paragraph (2) is carried out after the PPAT concerned has been given the opportunity to submit a defense to the Minister.
4. PPATs who stop at their own request can be reappointed as PPATs for other work areas than their original work areas, if the PPAT formation for the work area is not yet full.

3. Based on regulations outside the Law on the Position of Notaries and Land Deed Officials

In addition to civil and administrative sanctions, there are other sanctions outside the Notary Law regarding the form of Notary and PPAT liability, namely criminal sanctions and code of ethics sanctions.

a. Sanctions Criminal

Notaries and PPATs can be prosecuted criminally for providing false information in the deeds they have made. The false information referred to is the Notary's statement¹⁵ at the end of the deed which states that "immediately after this deed is read... it will then be signed by the parties, witnesses, and I, the Notary", assuming that the words "immediately after" are interpreted as "immediately after" and not several hours after the deed is read, whereas in reality the deed is signed several hours or even a day or 2 (two) days after the deed is read by the Notary.¹⁶ However, the interpretation of the words "immediately after" must be carried out by the authorized party, in this case the Panel of Judges at the District Court.

Several provisions in the Criminal Code relating to notarial deeds, namely:¹⁷

- 1) Making and using fake letters or ordering others to use fake letters; Article 263 paragraph (1) of the Criminal Code;¹⁸
- 2) Intentionally using a fake letter; Article 263 paragraph 2 of the Criminal Code;

¹⁵ SH Moeljatno, Criminal Code (Criminal Code) (Bumi Aksara, 2021).

¹⁶ Andi Hamzah, Criminal Code and Criminal Procedure Code (Jakarta: Rhineka Cipta, 2007).

¹⁷ Moeljatno, KUHP (Criminal Code).

¹⁸ Moeljatno.

- 3) Forging documents, for: authentic deeds, debt letters, debt certificates, talon, proof of dividends, letters of credit or trade letters; in Article 264 of the Criminal Code;
- 4) Ordering to insert false information into an authentic deed; in Article 266 of the Criminal Code;
- 5) Committing, ordering to commit, and/or participating in committing a crime;
- 6) Assisting in committing crimes under the provisions of the previous articles;
- 7) Officials receive gifts or promises, because of the power or authority related to their position; in Article 418 of the Criminal Code;

b. Code of Ethics Sanctions

The legal profession seeks to create and maintain order based on justice in the order of community life. As a person who holds a legal profession must have moral values such as truth, authenticity, responsibility, independence and moral courage. Ethics are very important for law enforcers.

So in the Notary Position Law CHAPTER X (Notary Organization).¹⁹ Article 83 paragraph (1) The Notary Organization establishes and enforces the Notary Code of Ethics and then in Chapter XII (Transitional Provisions) Article 89 At the time the Notary Law²⁰This comes into effect, the existing Notary Code of Ethics remains in effect until a new Notary Code of Ethics is established based on this Law.

Due to being a Moral Principle, the code of ethics in notaries is formulated in the form of obligations, prohibitions and exceptions, namely CHAPTER III (Obligations, Prohibitions and Exceptions) in Article 3, Article 4 and Article 5 Violations of the code of ethics (obligations, prohibitions and exceptions) which are directly related to the fulfillment of the formal requirements of a Notary deed, namely:

1) Obligation

Carrying out acts which are generally referred to as obligations to be obeyed and carried out include but are not limited to the provisions contained in:

- a) Law of the Republic of Indonesia Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary
- b) Explanation of Article 19 paragraph (2) of the Notary Law, namely that notarial deeds should as far as possible be carried out in a notary's office except for the making of certain deeds;

2) Prohibition

- a) Sending minutes to clients for signing;
- b) Committing other acts which are generally referred to as violations of the Notary Code of Ethics, including but not limited to violations of:

¹⁹ Umbara, "Law Number 2 of 2014 Concerning the Position of Notary."

²⁰ Umbara.

(1) Law of the Republic of Indonesia Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary.

(2) Explanation of Article 19 paragraph (2) of the Notary Law, namely that notarial deeds should as far as possible be carried out in a notary's office except for the making of certain deeds.

For violations of the Notary Code of Ethics, the sanctions given may be in the form of reprimands, warnings, schorsing (temporary dismissal) from membership of the Association, onzetting (dismissal) from membership of the Association; and dishonorable dismissal from membership of the Association.

c. Act against the law

Violation committed by a Notary against the provisions as referred to in the law, which results in a deed only having the power of proof as a private deed or a deed being null and void by law can be a reason for the party suffering the loss to demand reimbursement of costs, damages and interest from the Notary. This is regulated in Article 1365 of the Civil Code, which states that every unlawful act that causes loss to another person, requires the person whose fault caused the loss, to compensate for the loss.

In this case, the theory used is the Theory of Responsibility to answer the problem of Notary's responsibility. According to Hans Kelsen, "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."²¹

The notary's responsibility occurs in relation to the implementation of duties and obligations imposed on the notary based on the authority granted by law. The notary's responsibility arises because of an error made by the notary in carrying out his/her duties, so that from the error a loss arises for the party requesting the notary's services.

Therefore, according to the author, the notary's liability is an intentional error or an error resulting from negligence if:

- a. Mistakes made intentionally;
- b. Errors caused by negligence or carelessness;²²
- c. The fault is imposed due to responsibility (without fault).

From the description above, the regulations regarding notaries in Indonesia are Law Number 2 of 2014 concerning the Position of Notary. Regarding the responsibilities of notaries, it is stated in

1) Article 16 paragraph (1) letter I concerning the reading and signing of deeds and other regulations. Where this causes losses to a particular party, the notary has committed an unlawful act.

²¹ Kelsen, "General Theory of Law and State."

²² Fuady Munir, "Unlawful Acts," Jakarta: Citra Aditya Bakti, 2002.

2) Article 65 of the Law on the Position of Notaries which states that notaries (substitute notaries, special substitute notaries, and temporary notary officials) are responsible for every deed they make, even though the notarial protocol has been submitted or transferred to the party holding the notarial protocol.

4. Conclusion

Legal Implications in Reading and Signing Notarial Deeds That Are Not Carried Out Simultaneously by the Parties Before a Notary and a Land Deed Making Official are that they can be canceled or null and void by law because they do not meet the subjective requirements in the form of agreement of the parties and the objective requirements in the form of a lawful cause. In addition, the making of a deed that contains a procedure that is not in accordance with the making of a deed results in the deed being formally defective. Legal responsibility by Notaries and Land Deed Making Officials related to the example of the case facts that have been presented above, that the Sale and Purchase Deed was made when one of the parties, namely the seller, was in detention and could not face the Notary or PPAT, then the responsibility of the Notary and Land Deed Making Officials is that they can be subject to Civil Sanctions, Administrative Sanctions, or Criminal Sanctions for not carrying out their duties and positions properly.

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