

Legal Effects of a Notary Deed Read by Notary Staff without Attendance by Notary and Witnesses

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Abstract. *Notaries have an important role in Indonesia, especially in the making of Authentic Deeds, in making Authentic deeds are required to be in accordance with the procedures as regulated in the Notary Law. In the Notary Law, the making of Authentic deeds must be attended or read directly by the Notary concerned and attended by witnesses, but in practice in Indonesia, especially in Batam City, deviations often occur, where in the making of Authentic deeds, for example, in the making of Credit Agreement Deeds at Banks, the reading of credit agreements in the case of credit agreement deeds is only carried out by Notary staff without being attended by Notaries and witnesses. The approach used in this research is a sociological juridical approach. The analysis in this study is prescriptive in nature. The research results concluded: 1) The validity of an Authentic Deed read by a notary staff can be considered legally flawed, and may even not have the power of an Authentic Deed as explained in Article 1869 of the Civil Code and this is also a violation of the law, as a result the deed can be considered formally invalid. 2) The instrumental witness who is not present to witness the process of reading the Authentic deed, in accordance with Article 41 of the UUJN, results in the Authentic deed only having evidentiary power as a private deed, meaning it does not meet the requirements of an Authentic deed. As explained in Article 1868 of the Civil Code, if the formal requirements such as reading in front of witnesses and signing by witnesses are not met, the deed loses its evidentiary power as an authentic deed and the deed only has evidentiary power as a private deed, the value of which is much weaker in legal proceedings and in court. 3) Notaries who request to be represented by staff in the reading of authentic deeds may receive administrative sanctions in the form of reprimands, warnings, schorsing (temporary dismissal) from association members, Onzetting (dismissal) from association members, dishonorable dismissal from association membership.*

Keywords: *Instrumental Witness; Notarial Deed; Validity.*

1. Introduction

Notaries in Indonesia play a crucial role in serving the public interest. They act as officials authorized to create authentic deeds, as stipulated in Article 1, number 1 Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, hereinafter referred to as UUJN. According to Tan Thong Kie, every society needs a person (figure) whose every statement can be relied upon, can provide trust, whose signature and seal provide legal guarantees and strong evidence as well as an impartial expert and perfect advisor (ponkreukbaar or unimpeachable), who always keeps his mouth shut and makes an agreement (authentic deed) that can provide protection in the days to come.¹

Article 16 paragraph (1) letter (m) UUJN explains that a notary is obliged to read out the deed he has made in front of the parties and must be attended by at least two witnesses, or attended by four witnesses specifically for wills. The explanation in Article 16 paragraph (1) letter (m) UUJN, states that the Notary must be physically present and sign the Deed in front of the appearer and witnesses. Based on the researcher's personal experience, in practice when working at the Notary's Office in Batam City, it often happens that when binding credit at the Bank, it is carried out by Notary Staff, namely the researcher himself, to replace the Notary without a letter of appointment as a substitute Notary, to bind the credit, namely reading the deed, verifying the debtor's data and directing the appearers to sign the minutes of the deed, in the binding there are also no witnesses who will be included in the deed, so that the practice is not in accordance with what has been regulated in UUJN, that at the time of binding the credit only one Notary staff is present to bind the credit replacing the Notary and there are no witnesses.

If the Notary who makes the deed is present in person and reads the deed, it can minimize errors in the deed made by his staff, but if the Notary and witnesses are not present, it can result in errors in making the deed due to the lack of knowledge or science of the staff, if an error occurs in making the deed, the Notary must still be responsible and bear the sanctions given in accordance with the applicable laws and regulations.

Law Number 7 of 1992 and amended by Law Number 10 of 1998 concerning Banking explained that Banks in credit granting activities must be based on the principle of prudence, in this case it is very risky if the Notary is not present in person to bind the credit at the bank, this is also related to the installation of mortgage rights on the guarantee given by the Debtor to the bank. Most debtors provide land certificate guarantees and will be installed mortgage rights in accordance with Law Number 4 of 1996 concerning Mortgage Rights, by not being attended directly by a Notary, there will be a high risk of problems in the future if

¹Tan Thong Kie, (2013), *Studi Notariat dan Serba-Serbi Praktek Notaris*, Cetakan ke-III, Jakarta : Ichtiar Baru Van Hoeve, p. 449.

there are deviations that are not in accordance with applicable laws and regulations.

2. Research Methods

The research approach used by the researcher is the Juridical Sociological approach, which is a study conducted through literature studies and interviews. This research specification uses descriptive analysis, namely research that in addition to providing an overview and reporting an object, will also draw general conclusions from the problem discussed. Data sources in this study are primary data and secondary data. Data collection methods include interviews, document studies, or library materials. The data analysis method in this study is prescriptive, which means to provide arguments for the results of the research that has been conducted. This argumentation is to provide prescriptive or judgments regarding right or wrong according to law regarding facts or legal events from the research results.²

3. Results and Discussion

3.1. The Validity of The Notarial Deed Read by The Notary Staff without The Presence of The Notary

In carrying out his duties, the most important thing for a notary is to make an authentic deed which must be guided by Article 16 UUJN, especially Article 16 paragraph (1) letter m which states: "Reading the deed in front of the person appearing in the presence of at least 2 (two) witnesses, or 4 (four) witnesses specifically for making a private will deed, and signed at that time by the person appearing, witnesses and notary."³The meaning of this article is that a notary is required to read the deed before the parties, who in this case are all parties to the deed. This means that the notary is required to read the deed so that it can be signed by the parties, witnesses, and the notary themselves.

Obligations or mandatory things when reading the deed are the main things to do because at that time, the interested parties have several philosophies, namely:

1. So that the Notary provides the actual contents of the deed in accordance with what was requested by the parties.
2. So that the parties understand and comprehend the contents of the deed, so that the parties do not deny this in the future where there is a clause that the

²Mukti Fajar & Yulianto Achmad, (2015), *Dualisme Penelitian Hukum Normatif dan Empiris*, Cetakan ke3, Yogyakarta : Pustaka Pelajar, p. 36.

³Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary

parties have read, seen the authenticity, and understood the contents of the deed.

3. Explanation to the parties that the contents of the contract are based on the agreement of the parties themselves.
4. Reading the deed in front of the parties is very important because if there are things that are not appropriate, the parties can propose revisions or cancellation of the agreement.

A notarial deed provides assurance that the events and facts were actually carried out by a Notary and explained by the parties appearing in accordance with the procedures determined by law. Formally, to prove the truth and certainty regarding the day, date, month, year, time of appearance, and the parties appearing, the initials and signatures of the parties, witnesses and the notary and recording the information or statements of the parties or those appearing.

The notary is obliged to guarantee the certainty of the day, date, month, year and time of appearance stated at the beginning of the deed as proof that the parties appeared and signed the deed on the day, date, month, year and time and that the deed was made in accordance with the procedures applicable in the law.

In practice, there are several Notaries who carry out credit binding or reading of deeds represented by Notary Staff without the presence of the Notary himself. So that the entire credit agreement process is carried out by the Notary Staff themselves. This is contrary to what is stated in the UUJN that the Notary must read the Authentic deed directly, most Notaries who ask for their Staff to be represented because the Notary is on business elsewhere, but this creates legal uncertainty regarding the Authentic deed because the binding is carried out not in accordance with the regulations.

Authentic Deed has a strength value that lies in the process of reading and explaining directly by the authorized official, namely the Notary, while the Notary Staff is not an authorized official according to law, thus causing legal uncertainty in the deed that has been read or signed by the parties carried out by the notary staff. In practice, many banks or prospective debtors will ask about matters related to the legal acts they carry out, so that the Notary as an authorized official and understands the law can answer all matters that will be asked by the parties with full responsibility, but if it is done by the Notary Staff who do not fully understand or understand the matters related to the legal act, it can cause injustice to the

parties who carry out the legal act. The parties can feel disadvantaged if answered incorrectly by the notary staff.⁴

The decline in the status of the strength of evidence of a notarial deed can occur in the making of an Authentic deed where there is a violation of the requirements of applicable law / one form of violation is making a deed that does not correspond to the facts and what often happens is that it is not read by the notary himself, and is only read briefly by the notary staff. An Authentic Deed is void or null and void by law or can be said to have the power of proof as a deed under hand because it does not fulfill the specified requirements without the need for legal action from the parties concerned. Therefore, passive cancellation is without any effort from the parties involved, the deed is null and void by law. And the term active cancellation is even though the requirements have been fulfilled, the parties wish that the agreement is no longer binding on them for certain reasons, either based on the basis of the agreement or a lawsuit for cancellation to the court.

Article 1866 of the Civil Code explains that written evidence is a form of evidence. Article 1867 of the Civil Code also explains that written evidence can be authentic or private. The evidentiary value of a notarial deed is threefold: physical, formal, and material.

Based on the results of the researcher's interviews with several Notaries, the reading of authentic deeds must be carried out by the Notary and there are legal consequences if it is not read by the Notary and is carried out by the Notary Staff. Meanwhile, the results of interviews with several Banking parties, Most said that the reading of authentic deeds was indeed carried out by the Notary directly, but there were several times it was carried out by the Notary Staff without the presence of the Notary himself, and until now there have been no demands or lawsuits from the parties regarding the binding carried out by the Notary staff.

3.2. Legal Consequences of The Reading of a Notarial Deed That is not Witnessed by Instrumental Witnesses

In carrying out his duties, a notary must comply with what is stated in the law, especially in the UUJN, one of which is what is explained in UUJN Article 16 letter m, namely "The Notary is required to read the deed in front of the person appearing in the presence of at least 2 witnesses or 4 witnesses specifically for the making of a private will, and it is signed at the same time by the person appearing, witnesses and the Notary and Article 40, namely "Every Deed read by a Notary

⁴ Yogi Hanapiah, Sigit Prihanto, & Sri Endah Wahyuningsih, (2018), "*P-P yang perlu diperhatikan Oleh Notaris Dalam Membuat Akta Perjanjian Notarial*" Sultan Agung Notary Law Review (SANLaR), Vol. 5 No. 1, p. 113, <https://jurnal.unissula.ac.id/index.php/akta/article/view/2538/1899> , accessed August 1, 2025 at 16.00 WIB.

must be attended by at least 2 witnesses, unless statutory regulations stipulate otherwise." Therefore, every reading of a notarial deed must be accompanied or witnessed by at least 2 witnesses who are called Instrumenter witnesses or deed witnesses who are Notary employees.⁵

The role of witnesses differs in criminal and civil law. In civil law, witnesses serve as a complement or support for existing written evidence, used only when written documents are insufficient or their validity is questionable. More details are outlined in Articles 1904 to 1912 of the Civil Code, which regulate the procedures, requirements, and limitations on the use of witnesses.

The main role of an Instrumenter witness in making a notarial deed is as follows:

1. Instrumental witnesses are required to sign the notarial deed. This witness' signature is a crucial element in demonstrating that the deed has been properly prepared and signed according to procedure.
2. The instrument witness must initial each page of the minutes of the notarial deed. This initialing ensures that each page of the minutes of the deed is approved by the witness, preventing any additions or deletions after the deed is signed.
3. The presence of instrumental witnesses helps ensure that the contents of the deed accurately reflect what was stated and agreed upon by the parties involved. These witnesses help ensure that there was no forgery or manipulation in the deed's creation.
4. By signing the deed and initialing each page, the instrumental witness supports the validity and legality of the deed. This provides legal certainty that the deed complies with applicable provisions.
5. The presence and signature of an instrumental witness strengthens the evidentiary value of a notarial deed. In legal proceedings, a deed witnessed by an instrumental witness has stronger evidentiary force than an unwitnessed deed.

In order for a deed made by a Notary to be Authentic, several conditions must be met, one of which is that it must be witnessed by an instrumental witness. Generally, the instrumental witness comes from the Notary's own staff and is

⁵ Oktavianti, P. C. (2021). Kedudukan Saksi Instrumenter Dalam Merahasiakan Akta Otentik Dan Perlindungan Hukum Bagi Saksi Instrumenter. *Syntax Literate; Jurnal Ilmiah Indonesia*, 6(5), 2408–2417. <https://doi.org/10.36418/syntax-literate.v6i5.2720>.

tasked with helping the notary carry out his/her duties more safely, especially if there are any cases in the future.

An instrumental witness serves as a witness who must be present in person during the reading of the deed and is fully responsible for fulfilling the notary's requests and assignments. However, he or she is not responsible for the contents of the signed deed, as his or her role is limited to preparing the deed. The witness is also obligated to directly witness the reading and signing of the deed by the parties.

Article 40 of the UUJN regulates the presence or existence of witnesses in the UUJN which stipulates that:

1. The notary must ensure that every deed read is attended by at least 2 (two) witnesses, unless there are other provisions regulated by statutory regulations.
2. The witnesses referred to in paragraph (1) must fulfill the following requirements:
 - a. Minimum age 18 (eighteen) years or married;
 - b. Able to perform legal acts;
 - c. Understand the language used in the deed;
 - d. Able to sign and ratify deeds; And
 - e. Not having any marital or blood relationship in a straight line up or down without any degree limitations, as well as a lateral line up to the third degree with the notary or the parties involved.
3. The witnesses referred to in paragraph 1 must be known to the notary, introduced to the notary, or their identity and authority explained to the notary by the party appearing before them.
4. The introduction or statement regarding the identity and authority of the witness must be clearly stated in the deed.⁶

Article 38 of the UUJN stipulates that an instrumental witness must be present when signing a deed. The presence of a witness is a formal requirement for an authentic deed. Based on Article 1868 of the Civil Code, a deed is considered

⁶Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary

authentic if it is drawn up by or before an authorized public official.⁷An authentic deed drawn up by a notary must have physical, material, and formal evidentiary power. The physical evidentiary power is the deed's ability to prove its validity as an authentic deed. The parameters for proving that a notarial deed is an authentic deed are the signature of the notary in question on the minutes, a copy, and the initial adam of the deed, from the title to the end of the deed.⁸

If the instrumental witness is not present at the signing of the deed, the deed is categorized as a private deed. This results in the loss of much of its evidentiary power and its validity can be questioned in court. This is based on the legal principle that formal requirements determine the validity of an authentic deed. In the context of the law of evidence, the deed no longer has complete evidentiary power.⁹

The absence of an instrumental witness can cause the deed to lose its authentic status, legal doctrine states that a deed that does not fulfill formal requirements only has the power of a deed under hand which results in:

1. The power of proof becomes weak because it is no longer considered to have perfect power of proof.
2. Vulnerable to cancellation. Any party in doubt can file a lawsuit to declare the deed null and void.¹⁰

In practice, when binding credit at the Bank, there are some Notaries who do not bring instrumental witnesses or only bring one staff member to assist the notary in preparing the binding process, and this one staff member is sometimes not a witness listed in the deed. Instrumental witnesses function so that if there is a case in court and evidence is needed in the future, the instrumental witness can help the notary explain to the judge what really happened when reading the Authentic deed in question. However, if at the time of reading the Authentic deed, the notary does not bring a witness, what are the responsibilities and legal consequences for this?

⁷Tan Thong Kie, (2000), *Studi Notariat & Serba-Serbi Praktek Notaris*, Jakarta : Ichtiar Baru Van Hoeve.

⁸Nawaaf Abdullah, (2017), kedudukan dan Kewenangan Notaris dalam membuat Akta Otentik. *Jurnal Akta* 4 No. 4 : 655664.

⁹Sufi, Fayakundia Putra, & Rusdianto Sesung, (2017), Pemisahan Jabatan Pejabat Umum di Indonesia. *Perspekti* 22 No. 3 : 202212.

¹⁰Merlyani, D., Yahanan, A., & Trisaka, A. (2020). Kewajiban Pembacaan Akta Otentik Oleh Notaris Di Hadapan Penghadap Dengan Konsep Nanda, Liza Dwi, 2016, Perliindungan Hukum Terhadap Saksi Instrumenter Dalam Akta notariil yang Aktanya Menjadi Objek Perkara Pidana di Pengadilan, *Premise Law Journal*. doi : <http://dx.doi.org/10.28946/rpt.v9i1.358>.

If the witness is not present to witness the process of reading the Authentic deed, in accordance with Article 41 UUJN, the Authentic deed only has the power of proof as a private deed, meaning it does not meet the requirements of an Authentic deed. Article 1868 of the Civil Code explains that "an authentic deed is a deed made in the form determined by law, by or before a public official authorized for that purpose at the place where the deed was made." If formal requirements such as reading in front of witnesses and signing by witnesses are not met, the deed loses its power of proof as an authentic deed and the deed only has the power of proof as a private deed, which has a much weaker value in legal proceedings and in court.

Based on the results of the researcher's interviews with several notaries, when reading an authentic deed, an instrument witness is mandatory and always present during the reading of the authentic deed. Meanwhile, the results of interviews with several banking parties, most said that they have several notary partners and there are some notaries who do not bring instrument witnesses and some notaries who always bring an instrument witness, even if only one instrument witness.

3.3. Sanctions that will be Received by the Notary if the Notarial Deed is Read by Notarial Staff

The role of a Notary in providing services is as an official authorized to serve the public in the civil sector, specifically in the preparation of authentic deeds. Deeds prepared by a Notary contain and describe authentic technical actions, for example, credit agreements in banking have various types of deeds that must be read by a Notary and signed simultaneously in large numbers, which sometimes becomes an obstacle in reading the deed.

Aside from these technical issues, notaries sometimes intentionally request to be replaced by their staff so that they are not the one to read the deeds directly, and other irregularities occur, such as not bringing instrumental witnesses. The principle of prudence is an important principle that notaries must adhere to in carrying out their duties. Notaries who are proven to have committed legal acts are obliged to be accountable for their actions.

Notaries who are proven to have violated the obligations and prohibitions as regulated in the UUJN can be subject to sanctions in the form of civil sanctions, administrative sanctions, code of ethics sanctions and even criminal sanctions.¹¹Legal sanctions are necessary to ensure that members of society

¹¹Abdul Jalal, Suwitno, & Sri Endah Wahyuningsih, (2018), "Keterlibatan Pejabat Notaris Terhadap Perbuatan Melawan Hukum dan Turut Serta Melakukan Tindak Kejahatan Dalam Pemalsuan Dokumen", *Sultan Agung Notary Law Review (SANLaR)*, Vol. 5 No. 1, p. 228, <https://jurnal.unissula.ac.id/index.php/akta/article/view/2551/1912> .

comply with the rules. Sanctions are defined as a means of protecting the interests of individuals and organizations (liberty, life, property, animals, and bodies) by threatening punishment for every violation.¹²

In addition to the Notary's code of ethics, the UUJN as a guideline for notaries in carrying out their duties contains several sanctions for notaries who are negligent, namely:

1. Civil Sanctions

This is a sanction imposed for errors that occur due to default, or unlawful acts (onrechtmatige daad).¹³Default and unlawful acts are different. A person is considered to be in default if they violate an agreement they have made with another party. There is no default if there is no prior agreement.¹⁴Meanwhile, an unlawful act is one that is contrary to the rights of others, or contrary to one's own legal obligations, or contrary to morality.¹⁵This is related to a negligent notary, which means that he has committed an unlawful act, not a breach of contract because the notary is not a party but only a constant of the will of the parties.

Civil sanctions against Notaries who violate UUJN Article 16, Article 41 with reference to Article 38, Article 39, and Article 40, Article 48, Article 49, Article 50 and Article 51 explain that civil sanctions in the form of reimbursement of costs, compensation, and interest are the consequences that will be received by Notaries from lawsuits from the parties if the deed only has the power as a private deed.¹⁶Unless proven, the notary will not compensate the parties for any losses, costs, or interest. It can be seen that the sanctions imposed by the UUJN are weak, and there are no sanctions that directly impact notaries if an authentic deed is degraded to an unauthorised deed due to notarial error.

2. Criminal Sanctions

Criminal sanctions are the best available means to deal with crimes, dangers, and threats. Therefore, criminal sanctions are referred to as *Ultimum Remidium*, or the principle that criminal law should be the last resort in law

¹²Felisa Haryati, (2018), Pelanggaran Kode Etik Notaris terkait Persaingan tidak sehat Sesama Rekan Notaris Ditinjau dari Peraturan Kode Etik Ikatan Notaris Indonesia (I.N.I), *Jurnal Hukum Volkgeist*, Volume 3 Nomor 1, Fakultas Hukum, Universitas Airlangga, p. 84.

¹³Mardiyah, I Ketut Rai Setiabudhi, & Gede Made Swardhana, (2017), Sanksi Hukum Terhadap Notaris yang Melanggar Kewajiban dan Larangan Undang-undang Jabatan Notaris, *Acta Comitatus : Jurnal Ilmiah Prodi Kenotariatan*, Volume 1 Nomor 2, Fakultas Hukum, Universitas Udayana, p. 114.

¹⁴Civil Code

¹⁵Rosa Agustina, (2003), *Perbuatan Melawan Hukum*, Penerbit Pasca Sarjana, Depok : FH Universitas Indonesia, p. 117.

¹⁶Mardiyah, I Ketut Rai Setiabudhi, & Gede Made Swardhana, *Op Cit*, p. 114-115

enforcement.¹⁷Criminal sanctions against notaries must be considered in the context of carrying out their duties, meaning that the preparation of deeds must be based on the UUJN. Criminal sanctions against notaries are subject to the provisions of the Criminal Code because neither the notary's code of ethics nor the UUJN directly regulates criminal sanctions.¹⁸Notaries can be held criminally responsible for causing losses to the parties or one of the parties, basically Notaries cannot be held criminally responsible because Notaries are only responsible for the formal side of making deeds, regarding this matter if there is an alleged involvement of Notary officials in unlawful acts and participating in crimes in document forgery. Where in Indonesian law, document forgery is a form of crime that has been regulated in the Criminal Code. Provisions regarding participating in and assisting in committing can be seen in Articles 55 and 56 of the Criminal Code, namely:

Article 55 of the Criminal Code reads as follows:

1) Convicted as a person who committed a criminal act:¹

1e. The person who does, orders to do, or participates in doing that act;

2e. A person who, by means of gifts, agreements, misuse of power or influence, violence, threats or deception, or by providing opportunities, means or information, intentionally persuades someone to do something.

2) Regarding the people mentioned in sub 2e, what they are responsible for is only the actions they deliberately induced, and their consequences.

Article 56 of the Criminal Code reads as follows:

Sentenced as a person who helps commit a crime:

1. Whoever intentionally helps commit the crime;

2. Whoever intentionally provides the opportunity, effort or information to carry out that statement.¹⁹

¹⁷Sudikno Mertokusumo, (2006), *Penemuan Hukum Sebuah Pengantar*, Yogyakarta : Liberty, p. 128.

¹⁸Nur Cahyanti, Budi Raharjo, & Sri Endah Wahyuningsih, (2018), "Sanksi Terhadap Notaris yang Melakukan Tindak Pidana Menurut Peraturan Perundang-Undangan di Indonesia". *Sultan Agung Notary Law Review (SANLaR)*, Vol. 5 No. 1, <https://jurnal.unissula.ac.id/index.php/akta/article/view/2617/1969>.

¹⁹Abdul Jalal, Suwitno, & Sri Endah Wahyuningsih, (2018), Keterlibatan Pejabat Notaris Terhadap Perbuatan Melawan Hukum dan Turut Serta Melakukan Tindak Kejahatan Dalam Pemalsuan Dokumen", *Sultan Agung Notary Law Review (SANLaR)*, Vol. 5 No. 1, p. 228,

1. Administrative Sanctions

The regulation of administrative sanctions in the UUJN places written warnings as the first order in the imposition of sanctions, written warnings are warnings to Notaries from the Supervisory Board which, if not complied with, will be followed up with temporary dismissal, if these sanctions are also not complied with, they can be subject to subsequent sanctions in a hierarchical manner.²⁰This application takes into account the level of lightness and severity of the violation committed by the Notary.

2. Code of Ethics Sanctions

Code of Ethics Sanctions are punitive measures against members of an organization who violate the rules or provisions of the organization. Ethical sanctions against notary organizations are known as the notary code of ethics. The core of the notary code of ethics is regarding general provisions, the scope of the code of ethics, obligations, prohibitions and exceptions, sanctions, procedures for enforcing the code of ethics, supervision, examination and imposition of sanctions, violations of the UUJN, violations of the Code of Ethics, and closing provisions. In Chapter IV regarding sanctions in Article 6 there are sanctions in the form of reprimands, warnings, temporary suspension from association membership, honorable dismissal from association membership, and dishonorable dismissal from association membership.

Violations committed by Notaries in terms of staff reading authentic deeds and not bringing instrumental witnesses result in a decrease in the evidentiary value of authentic deeds to private deeds as stated in Article 16 UUJN which results in Notaries being able to receive administrative sanctions in the form of reprimands, warnings, schorsing (Temporary Dismissal) from association members, Onzetting (Dismissal) from association members, dishonorable dismissal from association membership. Civil sanctions if there are parties who feel aggrieved, as well as criminal sanctions if there are elements of forgery or bad faith.

Based on the results of the researcher's interviews with several notaries, the reading of authentic deeds must be carried out by the notary public and there are legal consequences if the notary does not read the authentic deeds and instead has them read by notary staff. In addition to the authentic deed being degraded to a private deed, the notary public can also be subject to sanctions such as:

<https://jurnal.unissula.ac.id/index.php/akta/article/view/2551/1912>, accessed on august 1, 2025 at 15.34 WIB

²⁰Mardiyah, I Ketut Rai Setiabudhi, & Gede Made Swardhana, *Loc Cit*

- a. Ethical and Administrative sanctions in accordance with Articles 85 to 89 of the UUJN, namely written warnings, temporary dismissal and honorable or dishonorable dismissal,
- b. civil liability, as per Article 1365 of the Civil Code, if the deed is invalid and causes losses to the related parties, the notary can be sued civilly based on unlawful acts, or be punished by having to pay compensation.
- c. and criminal liability, if the parties are proven to have been harmed by the bad intention of falsifying the deed.

4. Conclusion

The validity of a notarial deed read by a notary's staff without the presence of the notary is that the notarial deed is considered defective law, may not even have the power of an authentic deed as explained in Article 1869 of the Civil Code that "A deed that cannot be treated as an authentic deed, either because the public official concerned is not authorized or incompetent or because of a defect in its form, has the force of a private writing if signed by the parties", and this also constitutes a violation of the law, as a result the deed can be considered formally invalid. The legal consequences of the reading of a notarial deed that is not witnessed by instrumental witnesses is that the authentic deed only has the power of proof as a private deed, meaning it does not meet the requirements of an authentic deed. Article 1868 of the Civil Code explains that "an authentic deed is a deed made in the form determined by law, by or before a public official authorized for that purpose at the place where the deed was made." And if the formal requirements such as reading in front of witnesses and signing by witnesses are not met, the deed loses its power of proof as an authentic deed and the deed only has the power of proof as a private deed, which is much weaker in legal proceedings and evidence in court, in addition, if an instrumental witness is needed when the deed is challenged in court, the witness cannot explain it to the court because he is not present to witness the process of reading the deed. The sanctions that will be received by the Notary if the Reading of the Notarial Deed is carried out by Notary Staff are that the Notary will be subject to administrative sanctions in the form of a warning, a warning, schorsing (Temporary Dismissal) from the association members, Onzetting (Dismissal) from the association members, dishonorable dismissal from association membership. Civil sanctions if there is a party who feels aggrieved, as well as criminal sanctions if there is an element of forgery or bad faith. Notaries and Prospective Notaries are advised to fully understand the regulations in UUJN and other laws and regulations because if the Notary violates, the Notary will receive the legal consequences, so that if the Notary and Prospective Notary have understood the legal consequences of their actions, the Notary will not dare to not attend the reading of the deed and ask Staff to represent the Notary in terms of reading the Notarial Deed. In addition,

based on the results of research in the field, Notaries who ask staff to read the deed due to inefficient time, for example binding in several banks with almost close times with locations that are quite far apart and make the Notary unable to divide the time so that they ask staff to represent them in reading the deed, therefore it is recommended that the Bank and Prospective debtors or other parties who will make legal acts before the Notary to be able to come directly to the Notary's Office so that things that violate UUJN do not occur such as reading the deed carried out by Notary Staff. Instrumental witnesses who are not present at the time of reading the Notarial deed can result in the Notarial deed being degraded into a deed under hand and the Notary can also receive sanctions, most Notaries do not bring instrumental witnesses when reading the Notarial deed due to the lack of staff in the Office and the Notary underestimates or feels that instrumental witnesses are not needed to be brought due to the lack of supervision from the Regional Supervisory Council regarding this matter or has never been involved in a case in court so that has never felt sanctioned for the absence of an instrumental witness when reading the deed. Therefore, it is highly recommended for Notaries to understand more about the importance of instrumental witnesses when reading the deed as a form of security for the Notary himself, and it is recommended that the parties or the public understand more that a legal act made before a Notary requires an instrumental witness so that the witness pays attention to whether the notary has carried out the appropriate procedures so that it can be proven in Court if it is sued in the future. In carrying out his duties to make an Authentic deed, a Notary is required to read the deed to the parties. If the Notary does not read the deed to the parties and is represented by notary staff, sanctions will be imposed and the deed cannot be said to be Authentic, because it has been degraded to a private deed. To avoid the sanctions that will be received, the Notary must understand the regulations of the UUJN and other laws to avoid sanctions. Apart from that, it is hoped that the Regional Supervisory Council will place more emphasis or be firmer in supervising Notaries regarding this matter because the impact can be detrimental to the parties or the Notary himself if the deed is not read directly by the Notary.

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