

## Protection of The Duties of The Notary's Office Towards Credit Guarantee Deeds of Certificates Which The Parties Refuse to Sign (Case Study Case Number 10/Pdt.G/2023/Pn.Pti)

Farida Ariyani<sup>1)</sup> & Widhi Handoko<sup>2)</sup>

<sup>1)</sup> Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, Indonesia,  
E-mail: [faridaariyani7000@gmail.com](mailto:faridaariyani7000@gmail.com)

<sup>2)</sup> Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, Indonesia,  
E-mail: [widhihandoko@unissula.ac.id](mailto:widhihandoko@unissula.ac.id)

**Abstract.** *Notaries are authorized to create authentic deeds under the Notary Law, including credit agreements secured by certificates to provide legal certainty for creditors and debtors. However, in practice, disputes often arise when one party reneges on their signature, as in Pati District Court Decision Number 10/Pdt.G/2023/PN.Pti. This situation emphasizes the need for legal protection for notaries who have carried out their duties in accordance with the provisions, so that they are not burdened with responsibility for the actions of parties who do not act in good faith. This study analyzes the protection of the notary's position and also analyzes the judge's considerations in the decision. This study uses a normative juridical approach, employing a statute approach and a case approach. This type of research is normative. The data sources and types are secondary data obtained through literature review. The analysis is prescriptive. The results show that in the legal protection of professional positions, a notary can undertake two legal protection measures: preventive measures to prevent disputes from arising, and repressive measures through the courts. In the judge's considerations in case number:10/Pdt.G/2023/Pn.Pti, emphasized that legal reasoning must be based on facts, evidence, and applicable legal regulations. This dispute stems from the plaintiff's claim that he never signed a power of attorney or credit guarantee deed. However, it was legally proven that there was a Special Power of Attorney dated February 28, 2013, signed by the plaintiff. Because the plaintiff could not prove any forgery of the signature, the lawsuit was rejected in its entirety by the panel of judges. This decision emphasizes the importance of the principle of legal certainty. As long as there is no criminal decision related to forgery, the deed and power of attorney remain valid.*

**Keywords:** Credit; Guarantee; Notary; Notarial Deed; Protection.

## 1. Introduction

Notary based on the provisions of Article 1 number 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary is, "Notary is a public official who is authorized to make authentic deeds and has other authorities as referred to in this Law or based on other laws". Therefore, Notary in carrying out his/her duties has the obligation to maintain and keep confidential everything regarding the deeds made and all information obtained for the purpose of making deeds in accordance with the oath and promise of office.

Notary is one of the honorable, noble and noble professions (*officium mobile*) therefore it is appropriate to feel this profession as a choice as well as a life calling to serve the community.<sup>1</sup> As social beings striving to fulfill their needs, humans are inseparable from relationships with other humans. They often bind themselves to one another in agreements. This is done to ensure the fulfillment of the agreed-upon rights and obligations of each party to the agreement.<sup>2</sup> Based on Article 1 paragraph (7) of Law Number 2 of 2014, it states that a Notarial deed, hereinafter referred to as a Deed, is an authentic deed made by or before a Notary according to the form and procedures stipulated in this law. The types of Notarial deed are divided into 2 (two) types/classes of deeds, namely:

1. A deed made by a Notary (*door*) is usually referred to as a deed of *relaas* or official report; In this deed of *relaas*, the notary writes or records everything that the parties see or hear directly by the notary.
2. A deed made before (*ten overstaan*) a Notary is usually referred to as a party deed or *partij* deed.

A *partij* deed or party deed is a deed made before a notary at the request of the parties. For this matter, the notary is obliged to listen to the parties' statements or statements stated or explained by the parties themselves before the notary.

One of the deeds that is often made by a notary is a Credit Agreement Deed, namely a deed that contains an agreement between the credit provider (usually a bank/financing institution) and the credit recipient (debtor) who agrees that the credit provider will lend a certain amount of money to the debtor, and the debtor will return it according to the time and conditions specified.<sup>3</sup> The role of the Notary as an authentic deed maker is to avoid misunderstandings between debtors and creditors regarding the terms and conditions contained in credit loans. The Notary reads the main points of the contents of the credit agreement deed. The main contents of the credit agreement read by the Notary to the debtor and creditor

---

<sup>1</sup>Dahlan "Kewenangan Majelis Kehormatan Notaris Terkait Aspek Pidana Dibidang Kenotariatan", *Jurnal Ilmu Hukum*, Vol. 18 no 1, April 2016, p.38

<sup>2</sup>Naily Fadhilah & Ery Agus Priyono, (2024), "Pencantuman Klausula Eksonerasi dalam Akta Notaris sebagai Upaya Perlindungan Hukum Bagi Notaris" *NOTARIUS*, Vol.17 Nomor 1, p.2.

<sup>3</sup>Credit Agreement Deed, HVBI LAW, <https://hvbi.co.id/akta-perjanjian-kredit/> accessed on August 10, 2025 at 10:00 AM

are the credit ceiling, credit repayment period, credit installments, credit interest rate, and credit guarantee. In the world of banking, collateral is an important part of the contents of a credit agreement. Credit guarantees can be in the form of material guarantees and personal guarantees.<sup>4</sup>

A notary public is obligated to act neutrally and professionally when drafting deeds based on the Notary Law. However, in practice, notaries are often involved in legal issues, both civil and criminal, if the deeds they draft are problematic later on. An example of this is when one party denies their signature on a deed, as occurred in the Pati District Court Decision. As a result, the notary who drafted the deed was also dragged into the dispute, even though he was merely carrying out his duties. This shows that even though notaries act passively, they still face significant legal risks related to the contents of the deeds they draft. Based on the description above, it is clear that Notaries play a strategic role in providing legal certainty and protection for the parties in a credit agreement. However, Notaries often face legal problems due to disputes arising from the contents of the deeds they draw up, even though they only record the parties' statements in accordance with applicable procedures. Therefore, an in-depth study is needed regarding the role, authority, and legal responsibilities of Notaries in drawing up credit agreement deeds, in order to provide legal clarity and ensure balanced protection for both Notaries and interested parties.

## 2. Research Methods

This research approach uses a normative legal research method. Normative legal research is an approach carried out based on concepts, legal principles, and laws and regulations related to this research. This research uses secondary data sources, where data is obtained using regulations and books related to this research. The data collection method obtained from this research uses library techniques, namely collecting data by reviewing literature or secondary data, which includes primary legal materials, secondary legal materials, and tertiary legal materials. Data analysis in this study uses perspective analysis.

---

<sup>4</sup>Lely Febriana & Hamzah Vensuri, (2025), "Peran Notaris Dalam Pembuatan Dan Pengesahan Perjanjian Kredit Perbankan Di Kabupaten Rembang (Studi Kasus Di Kantor Notaris Yunianto Sukaredjo, S.H., M.Kn.)" *Jotika Research in Business Law* Vol. 4, No. 1, p.35

### 3. Results and Discussion

#### 3.1. Protection of the Duties of the Notary's Office for Deeds of Credit Guarantee Certificates Which the Parties Deny Signing

Notaries based on Law Number 30 of 2004 concerning the Position of Notaries through Law Number 2 of 2014 concerning the Position of Notaries state that Notaries are Public Officials who are authorized to make authentic deeds and have other authorities as referred to in this Law or based on other Laws.<sup>5</sup>

Notaries also have an obligation to ensure that every deed they create is an authentic deed, which is an official document with strong legal force. This authentic deed serves as an important legal basis for various transactions, including land sales, credit agreements, and many other civil matters. The notary's obligation to maintain the accuracy of the deed's contents and the validity of its preparation procedures is a form of legal responsibility that is directed not only to the parties involved in the deed, but also to third parties who may be harmed by the contents or implementation of the deed.

The position of a Notary as a public official is an honorable position granted by the State through law to a person it trusts. Because the position of Notary cannot be placed in the executive, legislative, or judicial institutions. The existence of the notary institution is required by law with the aim of serving and assisting the public who need written evidence that is authentic. Article 1868 of the Civil Code states that an authentic deed is a deed made in accordance with the form determined by law by or before an authorized public official. Legal protection for notaries suspected of malpractice in making authentic deeds is regulated in Law No. 2 of 2014 concerning the Position of Notaries through the Notary Honorary Council (MKN). However, the position and form of legal protection have not been expressly regulated in legislation, thus creating a normative vacuum in law enforcement against notaries. As long as the notary has not taken the oath, he does not have or does not have the authority to make deeds before him or perform any actions related to his position.<sup>6</sup>

The meaning of the word authentic has perfect evidentiary power and can also be determined that anyone is bound by the deed, as long as it cannot be proven otherwise based on a court decision that has permanent legal force. If the authentic deed is in accordance with the regulations of the Notary Law, then the notary does not need to be afraid of facing legal proceedings either civilly or criminally because there are legal consequences from the product of the deed he

---

<sup>5</sup>Habib Adjie, (2011), *Hukum Notaris Indonesia*, Tafsir Tematik Terhadap UU No. 30 Tahun 2004 tentang Jabatan Notaris, Bandung : Refika Aditama, p. 45.

<sup>6</sup> M. Luthfan Hadi Darus, (2016), *Hukum Notariat dan Tanggungjawab Jabatan Notaris*, Yogyakarta : UII Press, p. 37.

made because the Notary profession is a protected profession. The protection of the notary's duties regarding the certificate guarantee credit deed whose signature is denied by the parties is clear that the notary can only be included as a witness if all procedures and conditions for making the deed have been fulfilled, but if in making the certificate guarantee credit deed there are elements of criminal acts such as fraud and falsification of documents, the notary concerned can be held criminally responsible, of course in conducting an examination of a notary suspected of committing a crime, there are different procedures from other legal subjects. When having to undergo a criminal justice system, the notary profession is protected by the Notary Honorary Council (MKN), but MKN only has a role in protecting the notary profession, not the notary's personal. Thus, when a notary commits or is suspected of committing a crime unrelated to his or her official duties, the investigator does not need to request the MKN's approval to investigate. Conversely, if the Regional MKN (MKNW) receives a request for approval to investigate a notary for alleged crimes outside the scope of his or her official duties, the MKNW must reject the request on the grounds that it is "not authorized" to approve or reject the investigation of the case.<sup>7</sup>

Notaries have several legal protections if the parties to a deed renege on the deed, particularly regarding proof and liability. Notaries can avoid accusations of forgery if they act in accordance with statutory regulations and are not negligent in drafting the deed. However, notaries remain civilly liable if proven to have committed an error or negligence in drafting the deed that results in harm to another party. The identity of the person appearing before the Notary is liable as long as it is supported by an identity issued by another authorized official, and whether or not the appearing party came to make an agreement, regarding whether or not there were witnesses, regarding the day, date and so on, as mentioned above.<sup>8</sup>

The Notary in carrying out his duties in making an Authentic Deed has fulfilled something which is a Procedure of the Authentic Deed Making Process, this is because the Notary before making the Deed has first checked the files in accordance with the documents shown to him. whereas in the element of legal disputes such as if the notary in carrying out an act of abusing authority, considering that the authority he has has been misused, so that the use of the authority is ultimately not in accordance with the purpose of granting the

---

<sup>7</sup> Perlindungan Hukum Terhadap Jabatan Notaris, <http://law.ui.ac.id/v3/perlunya-perlindungan-hukum-terhadap-jabatan-notaris>, accessed July 16, 2025.

<sup>8</sup>Desy Haryani, (2021), "Akibat Hukum Terhadap Akta Perjanjian Pengikatan Jual Beli Yang Dinyatakan Prematur Berdasarkan Putusan Mahkamah Agung Nomor 680 K/PDT/2017," *Indonesian Notary* 3, no. 1 p. 16.

authority itself, the notary will be subject to administrative, civil and criminal sanctions.<sup>9</sup>

The parties concerned who carry out the Binding of the Certificate Guarantee Credit Deed Agreement if there is a party who denies it, then in the Agreement it is very dependent on the Contents of the Strength of the Agreement. Regarding the Dispute that occurs between the Parties, it is beyond the authority of the Notary because in this case it often occurs when one of the parties feels disadvantaged. Related to the protection of the notary's duties regarding the certificate guarantee credit deed whose signing is denied by the parties. According to Philipus M. Hadjon, legal protection itself is the protection of dignity and honor, as well as recognition of human rights owned by legal subjects based on general provisions from arbitrariness or as a collection of regulations or rules that will be able to protect something else in this case the notary in carrying out his duties is protected by the Notary Law, According to Philipus M. Hadjon, there are two kinds of legal protection facilities, namely:

#### 1. Preventive Legal Protection

providing legal subjects with the opportunity to express objections or opinions before the government makes a decision, with the primary goal of preventing disputes. This protection is crucial, especially in government actions based on discretion, as it encourages the government to be more cautious in making decisions. In the context of the notary position, Law Number 2 of 2014 concerning the Notary Position regulates the obligations of notaries, as stated in Article 16 letters (c) and (m). Notaries are required to attach letters, documents, and the fingerprints of the parties appearing to the minutes of the deed, and to read the deed before the parties appearing in the presence of witnesses as required, and have it signed immediately by all parties. By notaries carrying out their duties in accordance with these legal provisions, preventative legal protection for credit deeds secured by certificates, which are subsequently repudiated by the parties, has actually been fulfilled.

#### 2. Repressive Legal Protection

Repressive legal protection aims to resolve disputes that have already occurred, and in the Indonesian context, this is done through the General Court and the Administrative Court. The principle of legal protection against government actions is rooted in the recognition and protection of human rights, which historically emerged as an effort to limit government power and establish obligations for society and the state. In addition, this protection is also based on the principle of the rule of law, where human rights are given a primary place as part of the goals of the rule of law. In the event of deviations from the deed of credit guarantee certificate that is denied by the parties, if there is an element of a criminal act

---

<sup>9</sup>Bayu Rushadian Utama, (2012). *Ketidak Cermatan Notaris Dalam Menjalankan Jabatan Notaris*, Magister Kenotariatan Universitas Indonesia ; Tesis, p. 79-81.

committed by the notary, then legal protection for the duties and position of the notary is regulated in Article 66 paragraph (1) of Law Number 2 of 2014 concerning the Position of Notary. This article states that in the interests of the judicial process, investigators, public prosecutors, or judges may request information from a notary by first obtaining approval from the Notary Honorary Council.

### **3.2. Legal Analysis of the Judge's Considerations in Decision Number 10/Pdt.G/2023/PN.Pti Regarding the Protection of Notary's Duties Regarding Credit Deeds Guaranteed by Certificates Whose Signatures Were Denied by the Parties**

According to the Judicial Powers Law, a judge's considerations are the judge's thoughts or opinions in rendering a decision, taking into account factors that may mitigate or aggravate the perpetrator. Every judge is required to submit written considerations or opinions regarding the case being examined, which form an integral part of the decision.

Based on Article 53 of the Judicial Power Law, it reads:

- 1) In examining and deciding cases, judges are responsible for the decisions and rulings they make.
- 2) The determination and decision as referred to in paragraph (1) must contain the judge's legal considerations based on appropriate and correct legal reasons and basis.

This is the legal basis for a judge in carrying out their duties in deciding a case. It must be based on various considerations that are acceptable to all parties and do not deviate from existing legal principles, known as legal reasoning. Formulating and compiling legal reasoning must be careful, systematic, and in correct and proper Indonesian. These legal considerations must be complete, containing the facts of the event and the legal facts.

Credit is the primary activity in banking because it generates the largest revenue from the bank's business, the income from credit business activities in the form of interest and provisions. The scope of credit as a banking activity is not merely a lending activity to customers, but is very complex because it involves the interconnectedness of quite a lot of elements, including sources of credit funds, allocation of funds, credit organization and management, credit policies, credit documentation and administration, credit supervision and resolution of problem loans. Given the vast scope and elements surrounding this credit activity, it is not excessive to handle it carefully, supported by professionalism and moral integrity that must be inherent in human resources and credit officials. M. Bahsan is of the



opinion that collateral is: "Everything that is received by a creditor and handed over by a debtor to guarantee a debt in society."<sup>10</sup>

The credit agreement deed provides legal protection or legal certainty for both parties, legal certainty is one of the essential principles because in the law of agreements everyone is given the freedom to agree on anything and with anyone in this case banks and customers. So it can be said what does it mean for the legislators to give freedom to everyone to enter into an agreement if the law of agreement itself does not contain legal certainty, however, this does not mean that legal certainty is only found in the law of agreements but also in law in general. Legal certainty must be an absolute part of a legal system.

In a credit agreement, the bank customer must be able to provide certain items as collateral. Collateral law is a specific set of provisions governing or relating to guarantees for debts (loans) as outlined in various currently applicable laws and regulations. Credit collateral in a credit agreement has several functions, including:

1. Credit guarantee as security for credit repayment;
2. Credit guarantee as a motivator for debtors;
3. Functions related to the implementation of banking.

The role of a notary in drafting bank credit agreements is crucial, as notaries, as public officials, are required to act professionally, one of which is to bridge the interests of creditors and debtors in drafting credit agreements. However, in reality, this professionalism clashes with the demands of the banking world, namely the efficiency of banking procedures and security in granting credit. Therefore, in practice, banking institutions tend to use standard agreements in their credit agreements.

Based on the explanation above, it can be concluded that the notary plays an important role in the certificate guarantee credit deed which was denied by the parties in this case the author will describe the case contained in Decision Number 10/Pdt.G/2023/Pn.Pti due to the disputed object of the Ownership Certificate (SHM) No. 487 in the name of Co-Defendant I (Didik Sudardi), Defendant 1 (Joko Siswoyo), Co-Defendant II (Heru Rudiyanto), Co-Defendant III (Ahmad Moh Arif), Co-Defendant IV (Denny Rosita) and Plaintiff (Agung Prasetyo) covering an area of 587 m<sup>2</sup> located in Panggungroyom Village, Wedarijaksa District, Pati Regency.

This started with Defendant III who had received and also bound the disputed object, the Land Ownership Certificate (SHM) No. 487 on behalf of Co-Defendant I (Didik Sudardi), Defendant I (Joko Siswoyo), Co-Defendant II (Heru Rudiyanto), Co-Defendant III (Ahmad Moh Arif), Co-Defendant IV (Denny Rosita) and Plaintiff

---

<sup>10</sup>M. Bahsan, (2002), *Penilaian Jaminan Kredit Perbankan Indonesia*, Jakarta ; Rejeki Agung, p. 148.



(Agung Prasetyo) with an area of 587 m<sup>2</sup> located in Panggungroyom Village, Wedarijaksa District, Pati Regency, with Mortgage Rights (HT) made by Defendant II without requesting the Plaintiff's approval and signature in binding the guarantee for Defendant I's debt both in the addendum to the working capital credit agreement letter number RCO.SMG.KDS/PK-MKKUR/032/2010 dated August 20, 2010 and the working capital credit agreement letter number RCO.SMG.KDS/PK-MKKUR/033/2010 dated August 20, 2010 and the SPPK which is the basis of the addendum is an unlawful act.

Then Defendant I in making the Power of Attorney dated February 22, 2013 was not of his own will but on the advice of Defendant 2. Defendant I never met Defendant 2 in terms of signing the SKMHT and APHT, in fact the document was handed over to Defendant I to be brought and asked for signatures from all heirs. Defendant I never asked for the Plaintiff's signature because the Plaintiff at that time was still in Pati Prison

For this reason, the judge considered based on his decision, namely:

1. That in the grounds of his lawsuit, the Plaintiff stated that Defendant III had received and also bound the disputed object of the Land Ownership Certificate (SHM) No. 487 in the name of Co-Defendant I (Didik Sudardi), Defendant I (Joko Siswoyo), Co-Defendant II (Heru Rudiyanto), Co-Defendant III (Ahmad Moh Arif), Co-Defendant IV (Denny Rosita) and Plaintiff (Agung Prasetyo) with an area of 587 m<sup>2</sup> located in Panggungroyom Village, Wedarijaksa District, Pati Regency, with Mortgage Rights (HT) made by Defendant II without requesting the Plaintiff's approval and signature in binding the guarantee for Defendant I's debt both in the addendum to the working capital credit agreement letter Number RCO.SMG.KDS/PK-MKKUR/032/2010 dated August 20, 2010 and the working capital credit agreement letter number RCO.SMG.KDS/PK-MKKUR/033/2010 dated August 20, 2010 as well as the SPPK which is the basis of the addendum;

2. That based on the evidence in the letter P-2, part of Defendant I's debt has been guaranteed by a Land Ownership Certificate (SHM) No. 487 on behalf of Co-Defendant I (Didik Sudardi), Defendant I (Joko Siswoyo), Co-Defendant II (Heru Rudiyanto), Co-Defendant III (Ahmad Moh Arif), Co-Defendant IV (Denny Rosita) and Plaintiff (Agung Prasetyo) with an area of 587 m<sup>2</sup> located in Panggungroyom Village, Wedarijaksa District, Pati Regency (vide letter evidence P-5) and based on letter evidence P-3, the Plaintiff never signed the letter on the grounds that according to the statements of witnesses RUSDIYANTO and KRISMIYANTO that the Plaintiff is serving a sentence in the Pati Detention Center/Lapas based on evidence P-1 in the form of a copy of Decision Number 86/Pid.B/2010/PN Pti, the Plaintiff has been sentenced to 6 (six) years in prison since 2010.

3. That based on the letter evidence T.II-1, the Deed of Granting Mortgage Rights No. 148/2013 dated March 4, 2013 made by Defendant II on the Certificate of Ownership (SHM) No. 487 in the name of Co-Defendant I (Didik Sudardi), Defendant I (Joko Siswoyo), Co-Defendant II (Heru Rudiyanto), Co-Defendant III (Ahmad Moh Arif), Co-Defendant IV (Denny Rosita) and Plaintiff (Agung Prasetyo) covering an area of 587 m<sup>2</sup> located in Panggungroyom Village, Wedarijaksa District, Pati Regency which was used as collateral for credit to Defendant III by Defendant I (vide letter evidence T.III-3) was not signed by the Plaintiff as one of the holders of the rights to the land, because the Deed of Granting Mortgage Rights No. 148/2013 dated March 4, 2013 was only signed by one of the land rights holders, namely Joko Siswoyo and the basis for Joko Siswoyo signing the Deed of Granting Mortgage Rights No. 148/2013 dated March 4, 2013 himself was based on a Special Power of Attorney made by the Plaintiff and Joko Siswoyo dated February 28, 2013 which was acknowledged by the Head of Panggungroyom Village and based on Deed of Power of Attorney Number 109, dated February 28, 2013;

4. That based on these considerations it is clear that the basis for signing the Deed of Granting Mortgage Rights No. 148/2013 dated March 4, 2013 was the Power of Attorney dated February 28, 2013 and the Deed of Power of Attorney Number 109 dated February 28, 2013, not based on the Power of Attorney dated February 22, 2013 (vide evidence letter P-3) so that the argument stating that the Plaintiff never signed a special power of attorney is not legally groundless because in fact based on the Special Power of Attorney dated February 28, 2013 the Plaintiff has given power of attorney to Joko Siswoyo to sign the Deed of Granting Mortgage Rights for a plot of land with a Certificate of Ownership (SHM) No. 487 on behalf of Co-Defendant I (Didik Sudardi), Defendant I (Joko Siswoyo), Co-Defendant II (Heru Rudiyanto), Co-Defendant III (Ahmad Moh Arif), Co-Defendant IV (Denny Rosita) and Plaintiff (Agung Prasetyo) with an area of 587 m<sup>2</sup> located in Panggungroyom Village, Wedarijaksa District, Pati Regency and also the pretext stating that the Plaintiff did not sign the power of attorney because the Plaintiff was still serving a sentence in the Pati Detention Center/Penitentiary also cannot be used as a basis to cancel the Power of Attorney dated February 28, 2013 because during that period, in fact, the Plaintiff while in the Pati Detention Center/Penitentiary could be visited by anyone including the Plaintiff's own family and also the pretext of Defendant I stating that Defendant I never asked for the Plaintiff's signature because the Plaintiff was still in the Pati Detention Center at that time but stated based on evidence T.II-2 (Special Power of Attorney from Agung Prasetyo to Joko Siswoyo), the special power of attorney has been signed by the Plaintiff and Joko Siswoyo and is known to the Head of Panggungroyom Village;

1. That based on these considerations, the Plaintiff cannot prove the arguments of his lawsuit and on the other hand the Defendants can prove their counterarguments so that the plaintiff's claim petition numbers 2, 3, 4 and

number 5 which state that Defendant I, Defendant II, Defendant III and Defendant IV have committed legal acts are without legal basis and therefore the petition must be rejected;

2. That because petitions number 2, 3, 4 and number 5 have been rejected, then the petitions related to these petitions, namely Petitions number 1, 6, 7, 8, 9, 10 and number 11 must also be declared rejected;

Therefore, the judge's decision states in his decision:

- A. In Provision.  
Rejecting the Plaintiff's Provision;
- B. In Exception
- C. Rejecting the Exceptions of Defendant I, Defendant II and Defendant III in their entirety

In the Main Case:

1. Reject the Plaintiffs' lawsuit in its entirety;
2. Order the Plaintiff to pay court costs in the amount of

Rp2,955,000.00 (two million nine hundred and fifty five thousand rupiah).

According to the author, he agrees with the ruling of the Pati District Court Number 10/Pdt.G/2023/Pn.Pti because the decision is in line with the principle of proof in civil procedural law, proof of civil procedural law includes the burden of proof (*Actori Incumbit Probatio*), namely the party filing the lawsuit must prove their arguments; freedom of proof, where the party can use valid and relevant evidence; limitations on the role of judges seeking formal truth; and the existence of recognized formal evidence such as letters, witnesses, allegations, confessions, and oaths, with consideration of the weight of the evidence to achieve justice. In the civil case process, the judge examining the case requires evidence submitted by the Plaintiff who claims his legal rights and interests. The parties who each want to submit evidence for themselves can only do so by means of proof. This is regulated in Article 1865 of the Civil Code which states that every person who claims that he has a right or in order to confirm his own right or deny another person's right, points to an event, is required to prove the existence of the right or event, in the argument of the lawsuit, the Plaintiff claims in the *Posita* lawsuit that the Plaintiff's signature has been forged in signing the guarantee agreement for Defendant I's debt both in the addendum to the working capital credit agreement letter Number RCO.SMG.KDS/PK-MKKUR/032/2010 dated August 20, 2010 and the working capital credit agreement letter number RCO.SMG.KDS/PK-MKKUR/033/2010 dated August 20, 2010, but in reality based on the Special Power of Attorney dated February 28, 2013 the Plaintiff has given power to Joko

Siswoyo to sign the Deed of Granting Mortgage Rights for a plot of land with a Certificate of Ownership (SHM) No. 487 which is the object in case Number 10/Pdt.G/2023/Pn.Pti and in the process of proving his claim, the Plaintiff cannot prove the argument of his claim if his signature in the Special Power of Attorney dated 28 February 2013 has been forged.

#### 4. Conclusion

In legal protection, notaries have two main forms, namely preventive protection which is carried out before a problem occurs according to Law Number 2 of 2014 concerning the Position of Notary, especially Article 16, and repressive protection applies when a dispute has already occurred and is pursued through the judiciary. In Pati District Court Decision Number 10/Pdt.G/2023/Pn.Pti, the Plaintiff claimed that his signature was forged on the credit deed, but based on the judge's analysis, this claim could not be proven. Instead, the judge found a valid Special Power of Attorney, signed by the plaintiff himself. This power of attorney served as the legal basis for signing the deed. This decision must comply with Article 1865 of the Civil Code, which states that anyone claiming a right must prove it. Because the plaintiff failed to prove his argument, the lawsuit was dismissed in its entirety. Therefore, the Notary is legally protected from lawsuits by the plaintiff. For that reason it is necessary. The notary will document the signing of the deed by the parties, such as photographs or video recordings, to provide proof that the parties to the deed have actually signed it, ensuring that it cannot be refuted. Furthermore, the parties must be honest throughout the legal process of signing the credit deed with a certificate of guarantee to avoid causing harm to the other party.

#### 5. References

##### Journals:

- Bayu Rushadian Utama, (2012). *Ketidak Cermatan Notaris Dalam Menjalankan Jabatan Notaris*, Magister Kenotariatan Universitas Indonesia ; Tesis
- Dahlan "Kewenangan Majelis Kehormatan Notaris Terkait Aspek Pidana Dibiidang Kenotariatan", *Jurnal Ilmu Hukum*, Vol. 18 no 1, April 2016
- Desy Haryani, (2021), "Akibat Hukum Terhadap Akta Perjanjian Pengikatan Jual Beli Yang Dinyatakan Prematur Berdasarkan Putusan Mahkamah Agung Nomor 680 K/PDT/2017," *Indonesian Notary* 3, no. 1
- Lely Febriana & Hamzah Vensuri, (2025), "Peran Notaris Dalam Pembuatan Dan Pengesahan Perjanjian Kredit Perbankan Di Kabupaten Rembang (Studi Kasus Di Kantor Notaris Yunianto Sukaredjo, S.H., M.Kn.)" *Jotika Research in Business Law* Vol. 4, No. 1
- Naily Fadhilah & Ery Agus Priyono, (2024), "Pencantuman Klausula Eksonerasi dalam Akta Notaris sebagai Upaya Perlindungan Hukum Bagi Notaris" *NOTARIUS*, Vol.17 Nomor 1

**Books:**

- Habib Adjie, (2011), *Hukum Notaris Indonesia*, Tafsir Tematik Terhadap UU No. 30 Tahun 2004 tentang Jabatan Notaris, Bandung : Refika Aditama
- M. Bahsan, (2002), *Penilaian Jaminan Kredit Perbankan Indonesia*, Jakarta ; Rejeki Agung
- M. Luthfan Hadi Darus, (2016), *Hukum Notariat dan Tanggungjawab Jabatan Notaris*, Yogyakarta : UII Press

**Internet:**

- Perlindungan Hukum Terhadap Jabatan Notaris, <http://law.ui.ac.id/v3/perlunya-perlindungan-hukum-terhadap-jabatan-notaris>, accessed July 16, 2025.

**Regulation:**

- Credit Agreement Deed, HVBI LAW, <https://hvbi.co.id/akta-perjanjian-kredit/> accessed on August 10, 2025 at 10:00 AM