

Legal Responsibility of Notaries for Lawsuits Arising from Parties in Ship Sale and Purchase Contracts

Muhammad Akbar¹⁾, Aryani Witasari²⁾ & Shallman³⁾

¹⁾Faculty of Law, Universitas Islam Sultan Agung, Semarang, Indonesia, E-mail: muhammadakbar460@gmail.com

²⁾Faculty of Law, Universitas Islam Sultan Agung, Semarang, Indonesia, E-mail: aryani@unissula.ac.id

³⁾Faculty of Law, Universitas Islam Sultan Agung, Semarang, Indonesia, E-mail: shallman@unissula.ac.id

Abstract. *Notaries as public officials have the authority to make authentic deeds that serve to provide certainty, order, and legal protection for the parties. Notarial deeds are the basis for the relationship between the parties in making contracts, but lawsuits often arise from the parties due to disputes originating from the deed or the process of making the deed, thus giving rise to issues regarding the notary's legal responsibility. This study aims to analyze the form of notary legal responsibility for the emergence of lawsuits from the parties in ship sale and purchase contracts according to the provisions of law and legislation in Indonesia and the form of legal protection for parties who are harmed due to errors or negligence of the notary in making ship sale and purchase contracts. The research method used is normative legal research with a statutory regulatory approach and a conceptual approach. The data used consists of primary, secondary, and tertiary legal materials analyzed qualitatively. The results of the study show that notaries can be held responsible in civil, administrative and criminal matters in ship sale and purchase contracts depending on the existence of elements of error, negligence or violation of the provisions of laws and regulations, in particular the Civil Code, the Notary Law, Law Number 17 of 2008 concerning Shipping and Regulation of the Minister of Transportation Number 39 of 2017 concerning Registration and Nationality of Ships. Parties who are harmed in a ship sale and purchase contract can obtain legal protection and dispute resolution efforts through litigation, namely filing a lawsuit against a notary in court, and non-litigation channels by conducting negotiations, mediation between the notary and the harmed party, and examinations through the Notary Supervisory Board.*

Keywords: *Legal; Notary; Responsibility; Sale.*

1. Introduction

The national economy is organized based on economic democracy with the principles of togetherness, fair efficiency, sustainability, environmental awareness, independence, and by maintaining a balance between progress and national economic unity.¹ A ship purchase and sale contract is essential in any transaction. By creating a contract, whether in the form of an agreement or a sale and purchase agreement, the parties gain legal certainty in the sale and purchase process. Therefore, the role of a notary in the sale and purchase process is crucial and essential for clarifying and verifying the completeness of technical documents and the legality of the sale and purchase object to reduce the risk of disputes and losses for the parties.²

In carrying out his/her duties, a notary must adhere to the notary's code of ethics, because without it, the dignity and respect of professionalism will be lost and he/she will no longer have the trust of the public.³ Legal issues arising from ship sales deeds and purchase agreements include inconsistencies in ship data, dual ownership, legal flaws in the ship's technical documents, and agreement clauses that are detrimental to one of the parties. These issues can give rise to liability for all parties involved, including the seller, the buyer, and third parties.

Article 1313 of the Civil Code defines an agreement as "an act in which one or more persons bind themselves to one or more other persons." This definition explains that an agreement is an agreement that binds two parties, where one party has an obligation to fulfill a performance and the other party has the right to receive it. A valid agreement must meet four requirements as stipulated in Article 1320 of the Civil Code: the existence of an agreement, capacity, a specific subject matter, and a lawful cause.⁴

As is generally the case, an agreement is a legal institution based on the principle of freedom of contract, where the parties are free to determine the form and content of the type of agreement they make. Sudikno Mertokusumo defines an agreement as a legal relationship between two or more parties based on an agreement to give rise to legal consequences. An agreement is defined as a legal relationship because it contains two legal acts carried out by two or more people: an offer (*anbod*) and an acceptance (*aanvaarding*).⁵

Negligence of a notary in making a contract can not only cause losses for the contracting parties, namely the parties cannot register the change of name on the

¹1945 Constitution Article 33 Paragraph 4

²Arief Muhammad Ibrahim, 2023, Thesis on Sale and Purchase of Sea Vessels with Gross Tonnage above GT-7 Without Authentic Deeds in North Morowali Regency.

³Niken Ariska Handayani and Aminah, Notary's Responsibility Regarding False Information in the Deeds They Drawn Up, *Humani (Law and Civil Society)*, Vol. 13, No. 1 (May 2023), p. 116. Accessed January 20, 2026

⁴Civil Code articles 1313 and 1320

⁵Martokusumo, Sudikto, *Understanding Law (An Introduction)*, Liberty, Yogyakarta, 1999, p. 103

ship object at the local Harbor Master's Office, the parties file lawsuits against each other based on the contents of the agreement deed made by the notary so that the notary deed will be tested for its validity in court.

Thus, comprehensive academic research is needed to examine the form of legal responsibility of notaries in ship sale and purchase contracts, the factors that cause the parties to be liable, and the extent of legal protection provided by applicable laws and regulations. This study is important not only for the development of notarial law theory, but also to provide practical guidelines for notaries in carrying out their duties, as well as for the parties involved in ship sale and purchase transactions in order to increase legal certainty and minimize the potential for disputes. Based on the above background, the author is interested in conducting a study with the title: "LEGAL RESPONSIBILITY OF NOTARIES FOR THE ARISE OF LAWSUITS BY THE PARTIES IN SHIP SALE AND PURCHASE CONTRACTS". This research aims to know and analyzing the responsibilities of a notary in making ship purchase contracts according to legal provisions and legislation in Indonesia.

2. Research Methods

This research is a type of normative juridical research using the Statute Approach, Analytical Approach, and Theoretical Approach. Data sources are from the Civil Code, Commercial Code, and Law. Law Number 2 of 2014 concerning the Position of Notary, Law Number 17 of 2008 concerning Shipping, Government Regulation Number 51 of 2002 concerning Shipping, Minister of Transportation Regulation Number 59 of 2021 concerning the implementation of service businesses related to transportation in waters, Books, Journals and scientific articles as well as court decisions which are then analyzed prescriptively which have the intention of providing arguments or research results that have been conducted. Argumentation is carried out by researchers to provide prescriptions or assessments regarding right or wrong or what should be according to law regarding facts or legal events from the research results.

3. Results and Discussion

3.1. Notary's Responsibility for the Arising of Lawsuits by Parties in Ship Sale and Purchase Contracts

A notary has full authority to draw up deeds of sale and purchase or agreements binding on the sale and purchase of vessels in the form of authentic deeds in accordance with Article 15 of the Notary Law. Unlike land sales conducted by a Land Deed Making Officer, ship sales and purchases do not require a Land Deed Official (PPAT), but rather a notary as the main official in drawing up the transfer deed. The ship sale and purchase deed drawn up by a notary serves as the strongest and most complete evidence that serves as the legal basis for the transfer and ownership of the vessel, as well as the main absolute requirement for

registering the change of name of the vessel at the harbormaster's office and the port authority.

The notary is obliged to check the legality of the parties including their identity and authority to act in the transaction and check the proof of legal ownership of the ship object including the original ship deed and ensure that the ship object is not administratively in a state of dispute, is not in a state of confiscation or is collateral at any financing institution by checking the legal status of the ship. The notary is not authorized to determine the technical feasibility of the ship, the notary's authority is not absolute, but is limited by law. According to Article 15 paragraph (1) of Law Number 2 of 2014 concerning the Position of Notary, it explains that the notary is authorized to make an authentic deed as long as it is not excluded for other officials and does not conflict with statutory regulations, which means that every notary's authority always has legal limits, including in the deed of sale and purchase of ships.

The factors that caused the emergence of lawsuits by the parties in the ship sale and purchase contract were the unclear legal status and ownership of the ship, the non-fulfillment of the valid conditions of the agreement as regulated in Article 1320 of the Civil Code and the Notary's negligence in applying the principle of caution in making the deed. As in the case study of the Surabaya High Court Decision Number: 157 / PDT / 2023 / PT SBY which began due to a default by the parties so that the notary became a co-defendant in which the first level decision of the plaintiff's lawsuit was declared rejected but in the Surabaya high court decision the plaintiff's appeal was accepted. The position of the notary as the defendant in this case is not as the perpetrator but as a public official who records and makes the agreement contract in the form of an authentic deed based on the wishes of the parties by prioritizing the principles of justice and caution. In the position of denial of the contents of the agreement made by the defendant against the contents of the deed, the notary is not responsible because the notary is not the party who created the will and does not guarantee the truth of the material contents of the deed, the notary only guarantees the formal truth of the deed.

In this case, the notary was proven not to have committed any unlawful act or elements of an unlawful act in the process of drafting the deed. As Evi Kongres stated in her dissertation, a person can be considered to have committed an unlawful act if the following elements are met: Error, Loss, and a causal relationship.⁶

According to Habib Adjie, a notarial deed is a statement of the parties written down by a notary so that if the statement is later denied, then what is being disputed is the will of the parties, not the action of the notary, meaning that an authentic deed made by a notary is related to the denial of the contents of the

⁶Evi Kongres, 2017. Characteristics of Ship Purchase Contracts. Dissertation, Airlangga University. Page 362.

deed, meaning that the contents of the agreement stated by the notary are true according to the words of the parties, not meaning they are telling the truth.

The Notary is responsible for the emergence of lawsuits from the parties in the ship sale and purchase contract in 3 (three) forms of responsibility, namely civil responsibility, criminal responsibility and administrative responsibility. In civil law, a notary who violates the provisions of Article 16 paragraph (1) letter (j) can be used as a reason for the parties who suffer losses due to errors in the making of the deed by the notary to demand reimbursement of costs, compensation and interest from the notary. Furthermore, Article 16 paragraph (9) states that if one of the conditions as referred to in paragraph (1) letter (m) is not fulfilled, then the legal consequences of the violation result in the deed having evidence as a private deed.

According to the author, if the notary in making a ship sale and purchase contract does not refer to the laws and regulations, principles and principles in making a ship sale and purchase contract, then based on his mistake, the notary can be held civilly responsible. This is in accordance with the theory put forward by R. Wirjono Prodjodikoro, namely based on the existence of an error from the maker, if the unlawful making as a cause that gives rise to the loss has already existed, then we step on the matter of the responsibility of the maker. This is because there is no unlawful act without the existence of this act related to the subject, up to the element of error from the party who made the unlawful act.⁷An error can be intentional or negligent.

Forms of administrative violations by notaries in ship sale and purchase contracts can include violations of the procedures for making deeds, violations of professional obligations, and violations of prohibitions on office.⁸Notaries are required to be administratively responsible if they violate the above provisions in the preparation of ship sale and purchase contracts. Based on Article 85 of the UUJN, administrative sanctions can be in the form of verbal warnings, written warnings, temporary dismissal, honorable dismissal, and dishonorable dismissal. The imposition of administrative sanctions for notaries who commit acts that violate the provisions of the UUJN is generally regulated in Article 4 of the Notary Code of Ethics.

Violations of formal aspects in the making of a notarial deed can be used as a basis or limitation for criminalizing a notary as long as these formal aspects are proven to be deliberate (with full awareness, consciousness and planning by the notary

⁷R. Wirjono Prodjodikoro, 2000. *Unlawful Acts Viewed from a Civil Law Perspective*. Bandung: Mandar Maju. Page 28.

⁸Julista Mustamu, "Government Legal Accountability". Accessed on 03 December 2025. http://ejournal.unpatti.ac.id/ppr_Ink.php?id=1107.

concerned), that the deed made before and by the notary is to be used as a tool to commit a crime or in making a deed of a party or relaas.⁹

Notaries in making ship sale and purchase deeds can not only be punished solely because of the final results of the deed, but also because of criminal acts committed consciously or due to gross negligence in fulfilling professional standards in the form of errors (responsibility for professional fault).¹⁰ A criminal act does not have to be a formal crime, but can also be gross negligence (*culpa lata*) that results in real losses for the parties. A notary's criminal liability can arise through negligence, active action, or collusion with another party, resulting in detrimental legal consequences.

3.2. Forms of Legal Protection for the Parties and Efforts to Resolve Disputes Arising from Lawsuits by the Parties in Ship Sale and Purchase Contracts.

a. Forms of Legal Protection for Injured Parties

The form of legal protection for the parties in a ship sale and purchase contract is divided into 2 (two), namely preventive legal protection (Prevention) and repressive legal protection. Preventive legal protection Legal protection for the parties against the emergence of lawsuits by the parties in a ship sale and purchase contract can be started from preventive efforts by applying the principle of caution in the process of making an authentic deed by a notary. This protection is provided before the occurrence of a violation of the law, by placing norms, procedures and control mechanisms as the main instruments. In a ship sale and purchase contract, preventive legal protection for the parties aims to guarantee the certainty and validity of the transfer of the ship, protect the legal interests of the seller, buyer and third parties and prevent misuse, fraud and ownership disputes over the ship that is the object of the sale and purchase.

Preventive legal protection for the parties can also be achieved through statutory mechanisms. Parties who enter into a sale and purchase contract before a notary by drawing up an authentic deed are protected by contract law, namely contract law containing the principle of freedom of contract that is limited by compliance and public order. In addition, the principle of good faith from the pre-contractual stage and the application of the principle in Article 1320 of the Civil Code regarding the requirements for a valid agreement must be fulfilled and conveyed by the notary to the parties before making a ship sale and purchase contract provide protection for the parties from the risk of the ship sale and purchase contract being cancelled or invalid.

⁹Habib Adjie, 2008. Notary Law in Indonesia - Thematic Interpretation of Law No. 30 of 2004 concerning the Position of Notary, Refika Aditama, Bandung.

¹⁰Diah Sulistiyani Muladi, "Notary Public After the Constitutional Court Decision". Through <http://budisansblog.blogspot.co.id> accessed on January 6, 2026 at 22.15 WITA

Repressive legal protection through a civil lawsuit mechanism due to disputes in ship sale and purchase contracts can file a breach of contract lawsuit if one of the parties does not carry out contractual obligations, is late or imperfect in carrying out the performance and violates the ship sale and purchase clause in the ship sale and purchase contract with the form of protection in the form of fulfillment of performance by the parties, cancellation of the agreement or material and immaterial compensation in order to restore the contractual balance.

b. Efforts to Resolve Disputes Due to Notary Errors or Negligence in Ship Sale and Purchase Contracts

Settlement of legal disputes with notaries in ship sale and purchase contracts can be achieved through non-litigation and litigation channels. Dispute resolution through non-litigation channels (dispute resolution outside the courts) due to default or unlawful acts in ship purchase contracts based on the agreement of the parties without a formal court process can be achieved through negotiation, mediation between a notary and the injured party, examination by the Notary Supervisory Board or the Notary Honorary Board, conciliation and arbitration, all of which are categorized as Alternative Dispute Resolution (ADR).¹¹ The advantages of resolving disputes in ship sale and purchase agreements through non-litigation channels include flexibility, time efficiency, and the preservation of the notary's reputation and the relationship between the parties. However, the downside lies in the limited enforcement power of the agreement.

In practice, a notary can be involved as a mediator if there are differences of opinion between the parties regarding the agreement and the ship sale and purchase contract. Referring to Law Number 30 of 2004 concerning the Position of Notary and its amendments, namely Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, regarding the prohibition of Notaries in Article 17 Paragraph (1) and referring to the Notary's code of ethics, there is no prohibition for Notaries to be able to double as a dispute mediator, because a dispute mediator is not a civil servant, state official, advocate, and also not a business entity leader. The authority of a Notary is stated in Article 15 Paragraph (1), Paragraph (2) Point e and Article 15 Paragraph (3).¹²

Dispute resolution through litigation in disputes regarding the sale and purchase of ships involving notaries can be done by registering a lawsuit in court by the

¹¹Paulus Aluk Fajar Dwi Santo. 2016. The concept of liability, can be found in electronic writing <http://business-law.binus.ac.id/2016/05.31/konsepsi-tanggung-gugat> downloaded 03 December 2025

¹²I Wayan Kartika Jaya Utama, 2019. Liability of Notaries as Public Officials in Making Banking Credit Agreements, Vol 15 Number 1, page 11, accessed on 18 January 2026 at 20.30 WITA. <https://jurnal.untag-sby.ac.id/index.php/dih/article/view/2261>,

injured parties. Based on the pattern of cases that develop in court, disputes due to errors or negligence of notaries in ship sale and purchase contracts have characteristics, namely the lawsuit is filed by the party injured by the notary, the basis of the lawsuit is an unlawful act or breach of contract, the object of the dispute is the validity of the authentic deed and demands in the form of cancellation of the deed or compensation. So based on the characteristics above, in the context of ship sale and purchase contracts, disputes filed by the parties are related to inconsistencies in ship data, administrative defects in ship registration and non-fulfillment of the requirements for the validity of the agreement.

Ship purchase contracts are highly complex due to their relevance to the vessel's legal status, registration, and significant economic value. Under certain circumstances, litigation is a necessary means to obtain legal certainty regarding the validity of the agreement and protect the parties. Through litigation, a judge has the authority to assess the notary's errors or omissions, determine the validity of the ship purchase contract, and determine the legal liability the notary must fulfill. However, litigation has the drawback of being a lengthy process, high costs, and potentially damaging to the legal relationship between the parties. Therefore, litigation is seen as a last resort (*ultimum remedium*) in resolving notarial disputes.

4. Conclusion

A notary's legal responsibility for the emergence of lawsuits by the parties in a ship sale and purchase contract can be carried out when the contract he made violates the law and the violation causes losses to the parties, the notary can be asked for civil legal responsibility, either based on unlawful acts or breach of contract in the form of an obligation to pay compensation. This administrative responsibility is enforced through the Supervisory Board mechanism and is realized in the form of administrative sanctions, which aim to maintain professionalism, honor, and public trust in the notary's position. The notary's criminal responsibility in making a ship sale and purchase contract arises if the notary, intentionally or due to gross negligence, commits an act that fulfills the elements of a criminal act as regulated in the Criminal Code, especially regarding forgery and false statements in authentic deeds. However, a notary cannot be punished solely for disputes or losses arising from the agreement, as long as he has implemented the principle of prudence and acted within the limits of his authority. In the context of ship sales and purchases, repressive protection plays a strategic role due to the high economic value of the object and the complexity of its legal regime. Resolving ship sale and purchase contract disputes due to notarial errors or negligence requires a proportional and balanced approach between litigation and non-litigation channels. Non-litigation channels should be prioritized as an initial effort, while litigation channels are used if amicable resolution is not reached or the dispute concerns the validity of the deed and significant losses. The author's suggestion based on the research results is to strengthen the regulations in the Notary Law regarding notarial prudential standards in making contracts involving high-value

and special objects, such as ships. More detailed regulations will provide legal certainty and prevent lawsuits arising from notarial errors or negligence or lawsuits between contracting parties.

5. References

Journals:

Arief Muhammad Ibrahim. (2023). Tesis Jual Beli Kapal Laut Ukuran Tonase Kotor diatas GT-7 Tanpa Akta Autentik di Kabupaten Morowali Utara.

Diah Sulistiyani Muladi, "Notaris Pasca Putusan MK". Melalui <http://budisansblog.blogspot.co.id> Accessed on 06 January 2026 at 22.15 WITA

Evi Kongres. (2017). Karakteristik Kontrak Jual Beli Kapal. Disertasi, Universitas airlangga. P. 362.

I Wayan Kartika Jaya utama. (2019). Tanggungugat Notaris Selaku Pejabat Umum Dalam Pembuatan Perjanjian Kredit Perbankan, Vol 15 Nomor 1, halaman 11, <https://jurnal.untag-sby.ac.id/index.php/dih/article/view/2261>, Accessed on 18 January 2026 at 20.30 WITA

Julista Mustamu, "Pertanggung Jawaban Hukum Pemerintah" http://ejournal.unpatti.ac.id/ppr_Ink.php?id=1107. Accessed on 03 December 2025.

Niken Ariska Handayani dan Aminah, Tanggung Jawab Notaris Terkait Adanya Keterangan Palsu di Dalam Akta yang Dibuatnya, *Humani* (Hukum dan Masyarakat Madani), Vol.13, No.1 (Mei 2023), p.116. Accessed on 20 January 2026

Paulus Aluk Fajar Dwi Santo. (2016). Konsepsi Tanggung Gugat, dapat di jumpai dalam tulisan elektronik <http://business-law.binus.ac.id/2016/05.31/konsepsi-tanggung-gugat> Accessed on 03 Desember 2025

Books:

Habib Adjie. (2008). *Hukum Notaris di Indonesia-Tafsiran Tematik terhadap UU No.30 Tahun 2004 tentang Jabatan Notaris*, Bandung: Refika Aditama.

Martokusumo, Sudikto. (1999). *Mengenal Hukum (Suatu Pengantar)*, Yogyakarta: Liberty.

R. Wirjono Prodjodikoro. (2000). *Perbuatan Melanggar Hukum Dipandang Dari Sudut Hukum Perdata*. Bandung: Mandar Maju.