

Notary's Responsibility for Unilateral Cancellation of Deed of Release of Land Rights (Study of Decision No. 213/Pdt.G/2024/PN Jkt.Pst)

Muhammad Zainal Abidin¹⁾ & Achmad Arifulloh²⁾

¹⁾Faculty of Law, Universitas Islam Sultan Agung, Semarang, Indonesia, E-mail: zainalabiddin28@gmail.com

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

Abstract. Land is a vital object that is very important so that the validity of ownership of land rights is very important because it can cause legal problems in the future. Therefore, Notaries have a very important role in ensuring legal certainty for the process, especially in terms of the release of rights from the community to legal entities, one of which is as stated in the Decision of the Central Jakarta District Court Number 213 / Pdt.G / 2024 / PN Jkt.Pst. This study aims to analyze the legal consequences of the deed of release that was unilaterally canceled in the decision number 213 / Pdt.G / 2024 / PN Jkt.Pst and to analyze the legal responsibility of notaries for the cancellation of the deed of release of rights unilaterally in the decision number 213 / Pdt.G / 2024 / PN Jkt.Pst. The research methods used are the statute approach and the conceptual approach. This type of research is normative. The data types and sources used are secondary data obtained from document or literature studies, consisting of primary, secondary, and tertiary legal materials. The analysis in this study is prescriptive and utilizes the theories of legal certainty and legal accountability. The results of the study indicate that the legal consequences of a deed of release that was unilaterally revoked in the decision number 213/Pdt.G/2024/PN Jkt.Pst are that the unilateral cancellation of the deed has no legal force and does not immediately remove the validity of the deed. The deed remains valid and binding on the parties as long as it is not revoked by a court decision that has permanent legal force.

Keywords: Cancellation of Deeds; Notary Responsibilities; Release of Rights.

1. Introduction

According to Article 1234 of the Civil Code, an agreement is stated that: "every agreement is to give something, to do something, or to not do something." In contract law, if the agreement is not carried out properly, it will certainly have legal consequences in the form of harming others, this is called a breach of contract in legal science, namely not fulfilling the contents of the agreement that has been mutually agreed upon between the two parties. In addition to breach of contract, if one party commits an act outside the agreement or his actions violate the law which causes harm to the other party, it is called an Unlawful Act (PMH).

Book III of the Civil Code, from Articles 1243 to 1252, contains provisions governing compensation for breach of contract. Meanwhile, Article 1365 of the Civil Code regulates restitution for unlawful acts. A form of compensation, called compensation for unlawful acts, is imposed on someone who has harmed another party through wrongdoing.

The legal consequences arising from disputes over agreements involving a notary as the deed maker, often make notaries become Co-Defendants in a civil court dispute. Notaries who are called as "Co-Defendants" in a lawsuit in court over the deed they made, are not parties to the dispute because the parties directly concerned are the Plaintiff and Defendant. When a Notary who is seated as "Co-Defendant" or "Witness" in court, provides different information or testimony or denies the truth of the deed made by himself, it means that the notary has acknowledged that there has been a violation of the oath of office and the notarial code of ethics. Usually, a Notary as "Co-Defendant" will only provide a one-page response letter containing: "The Co-Defendant hereby states that he remains true to the information contained in the deed." The Notary does not deny or admit anything more than that, regardless of the model of the lawsuit letter or the Defendant's response.¹

Notaries, as co-defendants in civil disputes, have been granted the right of recusal by the UUJN and other relevant laws. The notary's right of recusal is the right to remain silent regarding issues related to the deed drawn up by the notary.² According to Article 65 of the Amendment to the Notary Public Law, a Notary as a public official is required to be responsible for the deeds he has made, if the deeds made turn out to contain disputes later on. Therefore, it is necessary to question whether this deed is the Notary's fault or the fault of the parties who are not honest in providing their information to the Notary. In the Consideration Section letter c of the Amendment to the Notary Public Law, it is explained that a Notary as a public official who carries out a profession in

¹ <https://www.hukum-hukum.com/2020/06/notaris-pembuat-akta-sebagai-saksi-di-persidangan.html>, accessed Tuesday, September 2, 2025.

² Hera Vanesa Sihombing, 2024, Notary as Co-Defendant with the Deed He Made Based on the Decision of the Medan District Court No. 825/PDT.G/2018/PN.MDN, Jurnal Media Akademik (JMA) Vol.2, No.3 March 2024, p. 12.

providing legal services to the public, needs to receive protection and guarantees in order to achieve legal certainty.

Notaries who are listed as "Co-Defendants" can be found, among others, in the Decision of the Central Jakarta District Court No. 213/Pdt.G/2024/PN Jkt.Pst. Dispute between PT. Jati Karya Nusa and the Defendants. The parties had previously signed a number of Deeds of Release of Rights made before Notary Benediktus Andy Widyanto, SH in 2016. Based on these deeds, the Defendants had released their land rights to the Plaintiff, and it was stated that payment had been made and received in full.

Problems arose when the Defendants unilaterally declared the cancellation of the deed of relinquishment in 2024, citing a payment shortfall. This situation raises fundamental questions about whether the Notary, as the official who created the deed, can be held accountable for any disputes that arise, or whether the responsibility lies solely with the parties who signed the deed.

According to the Amendment to the Notary Law, notaries are obligated to act honestly, thoroughly, independently, impartially, and safeguard the interests of the parties. Notaries must also ensure that the deed they create aligns with the wishes of the parties and is set out in accordance with applicable law. In the context of this case, the deed of release of land rights fulfills the requirements for an authentic deed as stipulated in Article 1868 of the Civil Code, thus providing legal certainty.

The Defendants' cancellation demonstrates a vulnerability in practice, particularly if one party subsequently feels disadvantaged. This has given rise to debate regarding the extent of a Notary's civil, administrative, and ethical responsibilities when a deed they draft is later disputed. Therefore, the author is interested in conducting a study entitled "Notary's Responsibility for Unilateral Cancellation of Deeds of Release of Land Rights (Study of Decision No. 213/Pdt.G/2024/PN Jkt.Pst)"

2. Research Methods

Legal research is basically a scientific activity based on certain methods, systematics and thinking, which aims to study one or several specific legal phenomena by analyzing and thinking deeply about legal facts and then trying to find a solution to the problems that arise in the relevant phenomena.³ Research methods are procedures for conducting research.⁴

The specifications of this research are a type of normative research with a statute approach and a conceptual approach. In this legal research, secondary data will be used and the data collection method in this research is using library techniques (document study).

³Hamidah Abdulrachman, "Disparity in Judges' Decisions in Drug Cases," *Pandecta Journal*. Volume 7, Number 2, July 2012, Semarang State University, p. 218

⁴Jonaedi Efendi, 2018, *Normative and Empirical Legal Research Methods*, Prenada Media, Group, Jakarta, p. 2

3. Research Results and Discussion

3.1. Legal Consequences of a Deed of Release of Land Rights That Was Unilaterally Cancelled in Decision No. 213/Pdt.G/2024/PN Jkt.Pst

Land is one of the most vital objects for humans, both in its function as a facility in various fields such as agriculture, plantations, animal husbandry, fisheries, and industry.⁵ Legal certainty over land ownership rights is a fundamental issue in Indonesia's agrarian legal system. As the public's need for land increases, whether for housing, business, or investment, land purchase and sale transactions have become increasingly complex and involve various legal documents, one of which is the Deed of Release of Land Rights.

Relinquishment of rights is the act of terminating the legal relationship between a party holding rights and the state or an entity through the Land Agency. Therefore, relinquishment of land rights can only be carried out with the consent and agreement of the rights holder, both regarding the implementation technique and the amount and form of compensation to be provided for the land. Relinquishment of rights is a form of land acquisition that applies the principle of respect for land rights.

The procedure for releasing land rights involves several stages that must be followed by the relevant parties. These procedures involve several authorized officials involved in issuing the deed of release of land rights. These officials include the sub-district head, village head, notary, and officials from the National Land Agency (BPN). The issued Deed of Release of Land Rights is considered an authentic deed.

A Deed of Release of Land Rights (APH) is a legal document in which the rights holder (Party I) relinquishes their legal relationship to the land, resulting in the land becoming State Land, and then another party (Party II/investor) can apply for new rights with compensation. APH is generally prepared by a notary.

This rights release activity is not only carried out for private interests. The land whose rights are released and which receives compensation is land that already has rights under Law Number 5 of 1960 (UUPA) and land belonging to customary law communities. Compensation provided to parties who have relinquished their rights can be in the form of money, replacement land, or resettlement. Rights release is a land acquisition activity that applies the principle of respect for the land.

Land rights derived from state control over land can be granted to individuals, both Indonesian citizens and foreign citizens, groups of people collectively, and public legal entities. The authority held by land rights holders over their land is divided into general authority and special authority. General authority means

⁵Idzan Fautanu, 2020, Legal Analysis of the Release of Civil Rights of Land Ownership Rights to Building Use Rights for Business Entities Through Release and Its Implications for Investment Attractiveness, Journal of Legality Law Research, Volume 14 No. 2, p. 58.

that land rights holders have the authority to use their land, including the earth and water bodies and the space above them, only as needed for interests directly related to the use of the land within the limits stipulated in the UUPA and other legal regulations.

Special authority means that the holder of land rights has the authority to use the land according to the type of land rights, for example, the authority for land with Freehold Rights is for agricultural purposes and/or building construction, Land Use Rights for agricultural, plantation and fishery purposes.

In terms of land origin, land rights are divided into two groups, namely

- a. Primary land rights are land rights originating from state land. Examples include: Ownership Rights, Cultivation Rights, Building Rights on State Land, and Usage Rights on State Land.
- b. Secondary land rights, namely land rights originating from the land of another party. For example: Building Use Rights on Land Management Rights, Building Use Rights on Freehold Land, Use Rights on Owned Land, Rental Rights for Buildings, Pawn Rights, Profit Sharing Business Rights, Ownership Rights, and Land Rentals.

The release of rights/land release can be carried out on the condition that the person requiring the land does not meet the requirements as a land rights holder and the owner is willing to release it. Release of rights is the activity of releasing the legal relationship between the rights holders of the land they control by providing compensation based on deliberation. The legal provisions governing land acquisition include:

- a. Presidential Decree Number 36 of 2005 in conjunction with Presidential Decree Number 65 of 2006 concerning Land Acquisition for Development in the Public Interest
- b. Regulation of the Head of National Land Agency Number 3 of 2007 concerning the provisions for the implementation of Presidential Decree 65 of 2006

In court decision number 1, PT. Jati Karya Nusa and the Defendants have agreed to carry out the process of releasing rights to a plot of land. In the land control stage through land acquisition activities, three (3) important activities must be carried out: compensation assessment activities, compensation implementation activities, and rights release activities as follows:

- a. Estimation of Compensation Value. This activity is carried out to determine the value of the land to be acquired and used as a basis for the amount of compensation to those entitled to it.
- b. Compensation. Compensation is fair and equitable compensation to the Entitled Party in the land acquisition process.
- c. Release of Rights. This release of rights is carried out before the Head of the local Land Office, and is carried out together with the submission of compensation. The release of rights is accompanied by the submission of

evidence of control or ownership of the land acquisition object. The release of rights to the land acquisition object is made in the form of a Minutes of the List of Release of Rights to the Land Acquisition Object, which is signed by the Entitled Party in the presence of the Head of the local Land Office.

In court decision number 213/Pdt.G/2024/PN Jkt.Pst, PT. Jati Karya Nusa as the Plaintiff and the Defendants have agreed to be formalized in 85 (eighty-five) Deeds of Release of Rights made before Notary Benediktus Andy Widyanto, SH as Notary in South Tangerang and the parties have agreed to the compensation provided by PT. Jati Karya Nusa. In accordance with Article 16 of the Basic Agrarian Law, in land acquisition carried out by taking private/community land, it must go through the procedure of releasing land rights. Release of land rights itself is the activity of releasing the legal relationship between the holder of land rights and the land under his control by providing compensation on the basis of deliberation.⁶ However, later the defendants unilaterally canceled the 85 (eighty-five) deeds of release of rights that had been agreed upon and made before a notary in the form of an authentic deed and then the court declared letter number 12/SAH-SPH//II/2024 dated February 28, 2024 regarding the cancellation of the Deed of Release of Rights Between the Heirs of the Land of Jati Karya Nusa made before Notary Benediktus Andy Wiryanto, SH made by the defendants was invalid and had no binding legal force.

The release of land ownership rights can be done by means of a deed stating that the rights in question have been released by the rights holder, either notarially or privately, namely by:⁷

- a. Notary/PPAT Deed stating that the holder in question relinquishes rights to the land (in this case Ownership Rights), or
- b. A statement from the rights holder that the rights holder in question relinquishes the rights to the land (in this case the Ownership Rights) made in front of and witnessed by the Sub-district Head.
- c. A statement from the rights holder that the rights holder in question relinquishes the rights to the land (in this case the Ownership Rights) which is made in front of and witnessed by the Head of the local Land Office.

On this basis, it is clear that the implementation of the release of land rights can be carried out with a notarial deed/PPAT. This is also in line with Article 15 paragraph (2) of the Notary Law which explains that, "...notaries are also authorized to make deeds related to land."

Regarding the evidentiary power attached to an authentic deed, Subekti in his book explains that the evidentiary power attached to an authentic deed is

⁶Diana Febriani, 2025, Release of Land Rights in Land Acquisition for Development in the Public Interest, *Unes Law Review*, Volume 7 No. 4, p. 1497.

⁷Agus Sugiarto and Asep Hermawan, 2022, "The Responsibility of PPAT Notaries in the Release of Land Rights with Compensation that Harms Other Parties (Study of Decision Number 09/Pdt.G/2013/PN.BJ)", *Jurnal Justice Azwaja*, Volume 1 No 1, p. 32.

perfect evidentiary power and means that the proof is sufficient with the deed itself unless there is proof of resistance (*tegenbewijs*) which proves otherwise or proves otherwise from the deed, the word binding means that the judge is bound by the deed itself as long as the deed made is in accordance with the provisions of the validity of a deed as regulated in Article 1886 of the Civil Code.⁸

Therefore, in carrying out his authority, a Notary must apply the principle of caution in carrying out his duties and position. In carrying out his authority, a Notary is also bound by the obligations and prohibitions regulated in the UUJN and the Notary Code of Ethics. In Article 16 paragraph (1) of the UUJN, the obligations of a Notary are:

- a. Acting in a trustworthy, honest, thorough, independent, impartial manner and protecting the interests of the parties involved in legal actions;
- b. Make a Deed in the form of a Deed Minute and save it as part of the Notary Protocol;
- c. Attach letters and documents as well as the applicant's fingerprints to the Deed Minutes;
- d. Issuing Grosse Deed, Copy of Deed, or Quote of Deed based on Minutes of Deed;
- e. Provide services in accordance with the provisions of this Law, unless there is a reason to refuse them;
- f. Keep secret everything regarding the Deed he/she makes and all information obtained for the purpose of making the Deed in accordance with the oath/promise of office, unless the law stipulates otherwise;
- g. Binding the Deeds made within 1 (one) month into a book containing no more than 50 (fifty) Deeds, and if the number of Deeds cannot be contained in one book, the Deeds can be bound into more than one book, and record the number of Deed Minutes, month and year of preparation on the cover of each book;
- h. Making a list of the Deed of protest against non-payment or non-receipt of securities;
- i. Make a list of Deeds relating to wills in order of when the Deeds were made every month;
- j. Sending a list of deeds as referred to in letter i or a list of nil relating to wills to the center for the list of wills at the ministry that organizes government affairs in the legal sector within 5 (five) days in the first week of each following month;
- k. Record in the repertory the date of sending the list of wills at the end of each month;
- l. Have a seal or stamp containing the state symbol of the Republic of Indonesia and in the space surrounding it the name, position and place of office concerned are written;

⁸Subekti, Law of Evidence, Pradnya Paramita, Jakarta, 2010, p. 23.

- m. 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, and signed at that time by the person appearing, witnesses and Notary; and
- n. Accepting internships for prospective notaries.

As officials holding a public role, notaries are required to comply with all applicable regulations, particularly those stipulated in the Notary Law (UUJN) and the Notary Code of Ethics. These two instruments serve as normative references in the implementation of the notary's official functions and daily behavior. Violations of these provisions will result in legal sanctions. In the case of the notary's drafting of a deed of relinquishment, a deliberation regarding the agreed compensation and several stages were carried out, involving the village head and sub-district head. All these private documents were attached to the minutes of the notarial deed as the basis for the notary to document the legal events in the deed and all forms of agreed transactions. In this case, the notary's responsibility for the dispute arising from the agreement is not the notary's responsibility; the notary only confirmed the wishes of the parties and was obligated to read the deed and provide legal counsel on the deed.

A deed of relinquishment of rights drawn up by a Notary/PPAT is an authentic deed, as stipulated in Article 1868 of the Civil Code. It has full evidentiary force and is legally binding on the parties, as stipulated in Article 1338 of the Civil Code. Therefore, it cannot be unilaterally revoked without the consent of the other party or a judge's decision.

Notarial Deed A notarial deed as an authentic deed has 3 (three) evidentiary powers, namely:

- a. **External Proof.** The external ability of a notarial deed is the ability of the deed itself to prove its validity as an authentic deed. If seen from the outside (its appearance as an authentic deed) as an authentic deed and in accordance with the established legal regulations regarding the requirements for an authentic deed, then the deed is valid as an authentic deed, until proven otherwise, meaning until someone proves that the deed is not an authentic deed, externally. In this case, the burden of proof is on the party denying the authenticity of the notarial deed. The parameters for determining a notarial deed as an authentic deed are the signature of the Notary concerned, both on the minutes and on the copy and the presence of the beginning of the deed (starting from the title) to the end of the deed.
- b. The formal evidentiary power of a notarial deed must provide legal certainty that an event or fact mentioned in the deed was actually carried out by the notary or explained by the parties appearing at the time stated in the deed in accordance with the procedures determined in making the deed. Formally to prove the truth and certainty regarding the day, date, month, year, time (time) of the person appearing and the parties appearing, the initials and signatures of the parties/appearance, witnesses and the Notary, as well as proving what was seen,

witnessed and heard by the Notary (in the official's deed/minute) and recording the information or statements of the parties/appearance (in the party's deed).

c. Strength of Material Proof. Certainty about the material of a deed is very important, that what is stated in the deed is valid proof for the parties who made the deed or those who have the right and is valid for the public, unless there is proof to the contrary (tegenbewijs).

The information or statement contained in the notarial deed or the statements of the parties given/presented before a Notary Public and the parties must be assessed as correct. The words that are then stated/contained in the notarial deed are valid as true or every person who comes before the Notary whose statement is then stated/contained in the deed must be judged to have said those things correctly. If it turns out that the statements/statements of the presenters are not true, then this is the responsibility of the parties themselves, the Notary is free from such matters. In this way, the contents of the Notarial deed have the certainty of being true, being valid evidence for/and between the parties and their heirs and recipients of their rights.

The three evidentiary powers contained in a notarial deed are the authentic power of a deed made before or by a Notary, which is the perfection of the position of a notarial deed as evidence in the law of evidence, especially in civil procedural law, and has binding power for the parties involved in the deed as stated in court decision number 213/Pdt.G/2024/PN Jkt.Pst.

Article 1 paragraph 7 UUJN, notarial deed or notarial deed is interpreted as an authentic deed made by or before a Notary, according to the form and procedures stipulated in this Law. Grammatically, in the Big Indonesian Dictionary, a deed is interpreted as a proof containing a statement (statement, confession, decision and so on) about a legal event made according to applicable regulations, witnessed and approved by an official official. This shows the legal status and certainty of a Notarial deed in the deed of release of rights in Court Decision Number 213 / Pdt.G / 2024 / PN Jkt.Pst.

The legal consequences of a unilaterally revoked deed of release are that it has no binding legal force, so the deed remains valid and effective as long as there is no court decision annulling it. However, if the cancellation is later confirmed by a court decision, the deed of release of rights becomes void or can be annulled, resulting in the restoration of the parties' conditions to their original condition and the possibility of an obligation to compensate.

Based on the above, it can be concluded that the deed of release of rights aims to contribute to creating certainty, order, and legal protection in the field of national land law, which is the main objective of the Basic Agrarian Law. And one of the deeds related to land is the deed of release of land rights. The role of a notary is said to be very important in the preparation of a deed of release of land rights, this is to provide legal certainty and valid evidence. The authority of a notary in preparing a deed of release of rights is an implementation of the

provisions of the Basic Agrarian Law that there is legal certainty in the acquisition of land rights.

3.2. Legal Responsibility of Notaries for the Unilateral Cancellation of Deeds of Release of Land Rights in Decision No. 213/Pdt.G/2024/PN Jkt.Pst

Relinquishment of rights is the release of the legal relationship between a plot of land and its owner, which is carried out through deliberation which is then accompanied by the provision of appropriate compensation. The process of releasing rights is carried out by means of a deed of release of rights / statement of release of rights. Things that need to be considered after the process of releasing/relinquishing rights is carried out. Prospective rights holders are required to submit an application to the state.

The release of land rights is carried out through a deed drawn up before a notary, stating that the rights holder has relinquished their rights to the land. The deed or document in question is generally titled a Deed of Release of Rights. With the existence of a deed of release of rights, the land in question becomes state land. The party requiring the land can submit an application for new land rights to the local Land Office in accordance with the provisions of the law and according to their needs. In this case, the land rights issued are related to the District Court Decision Number 213/Pdt.G/2024/PN Jkt.Pst. Thus, the party concerned obtains land rights in accordance with the provisions of the law and according to their needs.

In principle, the Land Rights Release Statement Letter is evidence that the party entitled to the land has released the rights to the party who will receive the rights from the release of the land. In the case where the subject who needs the land does not meet the requirements to become the holder of the required land rights. So it cannot be obtained with a deed of sale and purchase and the holder of the land rights is willing to release the rights to the land in exchange for compensation according to the amount that has been discussed. With the occurrence of a legal act in the form of release of land rights, then administratively the party who needs the land can submit an application for land rights to the local Land Office in accordance with the provisions of the law and as needed by using evidence of the release of rights statement letter.

Relinquishment of rights must be carried out through a written statement or deed of relinquishment of rights. This relinquishment of rights must be carried out voluntarily by the land rights holder and must also be registered with the local land office to issue proof of land ownership in the form of a certificate. In essence, the relinquishment of rights process changes the status of the land in question to state land. Parties requiring the land can submit a new land rights application to the Land Office in accordance with statutory provisions and as needed.

The authority of a Notary in making deeds related to land is the authority to provide legal certainty which becomes evidence when the deed is challenged as stated in Court Decision Number 213/Pdt.G/2024/PN Jkt.Pst. This court decision

is the result of a lawsuit filed by the Plaintiff, namely PT. Jati Karya Nusa against the defendants who unilaterally canceled 85 (eighty-five) deeds of release of rights that had been signed before Notary Benediktus Andy Wiryanto, SH.

The decision of the Central Jakarta District Court Number 213/Pdt.G/2024/PN Jkt.Pst has issued a decision stating that the defendants have committed an unlawful act, stating that the defendant's letter number 12/SAH-SPH/III/2024 dated February 28, 2024 regarding the cancellation of the Deed of Release of Rights Between the Heirs of Jati Karya Land made before Notary Benediktus Andy Wiryanto, SH, is invalid and has no binding legal force and declares that 85 (eighty-five) deeds of release of rights made by Notary Benediktus Andy Wiryanto, SH are valid and valuable.

In this case, it can be seen that the deed drawn up by the notary was properly executed, specifically regarding the release of land rights, which went through several stages and procedures until it was recorded in the notarial deed. A notary is only responsible for what is presented and shown to the notary. If anything is incorrect, it will be the responsibility of the parties.

The legal basis for a notary's responsibility regarding the deed they make is Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, the Notary Code of Ethics and the Civil Code, especially Article 1320 of the Civil Code and Article 1365 of the Civil Code. Therefore, a deed of relinquishment of rights can be revoked if:

a. Does not fulfill the requirements for a valid agreement (Article 1320 of the Civil Code), namely:

- 1) No agreement
- 2) The parties are not competent
- 3) Object is unclear
- 4) The reason is unclear

b. There are defects of will in the form of coercion, fraud and error.

c. Formal procedures not met

d. Contrary to law (e.g. land may not be transferred)

Based on several things that can cause the cancellation of the release of rights as mentioned above, there are 3 (three) types of Notary responsibilities, including:

a. Civil liability

A notary can be asked for compensation, both material and immaterial, if it is proven that he has committed an unlawful act as stated in Article 1365 of the Civil Code and there is an element of negligence which can be in the form of not checking the identity of the parties, not reading the deed and not ensuring the presence of the parties.

b. Administrative responsibilities

If you violate the provisions of the notary's position, the sanctions from the supervisory board can be in the form of: reprimands, warnings and dismissal.

c. Criminal liability

In carrying out his/her duties, a notary must be careful and always obey and comply with the provisions of the UUJN and the notary's code of ethics, because if a notary commits a violation and is not careful in making and signing a deed, then in addition to civil and administrative responsibilities, it is not impossible that the notary will be subject to criminal sanctions if he/she carries out actions outside the duties and authority of a notary, such as falsifying a deed, participating in fraud, providing false information in an authentic deed.

In carrying out his/her duties, a notary is exempt from responsibility in the event of cancellation due to disputes between the parties, default, or the content of the agreement. This is because the notary is not a party to the deed; he/she only confirms the wishes of the parties in the deed (*partij akta*), and is not the party that guarantees the material truth of the agreement. However, in carrying out his/her duties, a notary can be held responsible if it is proven that:

- a. Not neutral
- b. Violating formal procedures
- c. Knowing there is a legal defect but still making the deed
- d. Not implementing the prudential principle

In carrying out his/her duties as a Notary, he/she must adhere to the principle of prudence. If a good relationship and mutual understanding are established between the Notary and the parties, legal violations can be avoided. Steps that should be implemented to anticipate obstacles in implementing the principle of prudence in carrying out the duties of a Notary as a legal subject, namely a supporter of rights and obligations as well as a member of the Indonesian Notary Association, have obligations that must be obeyed and prohibitions that must be avoided in carrying out their duties.

The principle of prudence for notaries in carrying out their duties requires caution from the notary himself in accepting a job or client. When a notary is in doubt about the information provided by the parties, as a notary, he has the right and obligation to dig up more information because the notary only receives formal evidence. It is also possible that when receiving an agreement that could be detrimental to one of the parties, information can be dug up so that the deed made is perfect. If the notary still has doubts, the notary can reject the client if the information provided is considered misleading and could cause problems in the future. Therefore, the notary has the right to reject a job but the rejection is not based on the amount of material.

For the benefit and legal protection of a Notary in carrying out his duties, a Notary must master all regulations related to his duties, this is none other than to ensure that the deeds made by the Notary are not legally flawed, which can result in the deed being null and void or can be canceled. Likewise, for parties

who need his services or who request a deed to be made, they must also be able to act honestly and not fabricate in making the desired deed. Thus, both the Notary and the parties who need the Notary's services must have high integrity and morality in order to realize legal protection and certainty.

Based on the above, it can be concluded that the legal responsibility of a notary for the cancellation of a deed carried out unilaterally does not look at the dispute between the parties but looks at whether the signing of the deed has been carried out in accordance with the duties and responsibilities of the notary in accordance with his position as a public official who makes deeds that are useful as evidence. As long as the deed is signed by the parties in accordance with the provisions of Article 1320 of the Civil Code and signed before a Notary as the party authorized to make authentic deeds and is carried out in a state without coercion or other elements, the deed is binding on the parties in accordance with the provisions of Article 1338 of the Civil Code, that the agreement applies as a law that binds the parties. The notary is not responsible in the event of a dispute between the parties and as long as the making of the deed has been carried out properly, the court's decision confirms that the deed is valid and binds the parties to be implemented.

4. Conclusion

The legal consequences of a unilaterally cancelled deed of release are in principle invalid and have no binding legal force as long as the deed has been made legally in accordance with the provisions of laws and regulations, especially in the Civil Code. A deed of release of rights made before a notary is an authentic deed that has perfect evidentiary power. Therefore, the cancellation of the deed cannot be done unilaterally but must be through an agreement of the parties (the principle of *pacta sunt servanda*) or a court decision that has permanent legal force. If the cancellation is done unilaterally, it will give rise to several legal consequences, namely: the deed remains valid and binding for the parties who made it as long as there is no court decision that cancels it, the party who cancels unilaterally can be considered in default and potentially subject to compensation obligations, Legal Responsibility of Notaries for Unilateral Cancellation of Deed of Release of Rights In Decision No.213/Pdt.G/2024/PN Jkt.Pst., Notaries as long as the deed is made according to procedure and meets formal and material requirements, the notary cannot be held responsible for the unilateral cancellation because the substance of the will comes from the parties.

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