

Legal Consequences of Negligence Notary Public to Error Type in Minutes Deed

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Abstract. *Notaries, as public officials, have the authority to create authentic deeds that serve to provide certainty, protection, and legal evidentiary force for the parties. In notarial practice, it is not uncommon to find typographical errors in the minutes of deeds caused by notary negligence. These errors, although administrative in nature, can have serious consequences if they affect the substance of the deed, creating legal uncertainty and requiring a renvoi. If the renvoi is not carried out in accordance with statutory provisions, the authenticity of the deed can be degraded and have legal consequences for the parties and for the notary himself. This study aims to analyze the legal consequences of typographical errors in the minutes of deeds that result in renvoi, the notary's liability for such negligence, and provide examples of the practice of power of attorney to sell deeds in notarial practice. The research method used is normative legal research with a statutory, conceptual, and case approach. The legal materials used include primary, secondary, and tertiary legal materials analyzed descriptively and qualitatively. The results of the study indicate that notary negligence in the form of typographical errors in the minutes of a deed that are not corrected through the renvoi mechanism in accordance with applicable provisions has implications for reducing the evidentiary power of the deed, so that the deed only has the force of a private deed as specified in Article 1869 of the Civil Code. Therefore, notaries are required to apply the principles of caution, accuracy, and professional responsibility in every deed-making process to maintain the validity of the deed and achieve legal certainty.*

Keywords: *Legal; Liabilities; Notary; Renvoi; Typographical.*

1. Introduction

Error in compilation deed Notary Public Still become frequent problems found in practice notary in Indonesia. Errors the generally in the form of error typo, error the identity of the parties, as well as error writing object laws that can influence validity deed. Anthony Astrawinata et al. explained that error administrative in deed Notary Public can cause consequence law if concerning substance and

influence certainty law of the parties.¹ Existence Notary Public as officials general authorities make deed authentic require every deed arranged in a way thorough, clear, and appropriate provision law in order to be able to give protection law for public.

Notary Public own position important in system law civil Because deed authentic made by him have strength proof perfect. Habib Adjie stated that Notary Public is *noble office* or position honorable who demands professionalism, caution, and responsibility answer in operate authority.² In practice, minutes deed become document main thing that reflects authenticity something deed so that every error in minutes can impact on strength proof deed the.

Error type in minutes deed in essence can repaired through mechanism *renvoi*. Terms about *renvoi* arranged in Article 48 to with Article 51 of the Law Position Notary who regulates that every change to deed must done with agreement of the parties, witnesses, and notary. Herlien Budiono explained that *renvoi* is instrument the law used for guard authenticity deed at a time give certainty law for the parties.³ However thus, in practice Still found error type that is not repaired through procedure *renvoi* in accordance provision law so that cause problem law later day.

Problems the become the more important Because error type that is not done *renvoi* can cause degradation strength proof deed. Michelle Starla Ongko and Ariawan Gunadi stated that change or correct to an unsigned deed done in accordance procedure can cause deed lost characteristic authentic and only have strength proof as the deed below hand.⁴ Condition This Of course can detrimental to interested parties as well as cause dispute law related validity deed.

In addition to causing consequence law to deed, error type in minutes deeds can also be cause accountability law for notary. Based on Article 1365 of the Civil Code, every action oppose the law that gives rise to loss obligatory the guilty party for give change loss. In the context of notary, negligence Notary Public in compile deed can categorized as form negligence professional if result in loss for the parties.⁵ Therefore that, notary must apply principles caution and precision in every manufacturing process deed.

Besides responsibility answer law, notaries also have not quite enough moral and ethical responsibility profession. In an Islamic perspective, trust must

¹Anthony Astrawinata et al., (2024), Notary's Liability for Typical Errors in the Copy of the Deed that has Been Issued, Jurnal Scientific Advocacy, p. 422

²Habib Adjie, (2015), *Indonesian Notary Law*, Refika Aditama, Bandung, p. 23.

³Budiono, Herlien. (2013). Collection of Civil Law Writings in the Field Notary. Bandung: Citra Aditya Bakti, p. 112.

⁴Michelle Starla Ongko and Ariawan Gunadi, (2019), Notary Responsibilities to Amended Deed In a way One-sided and its impact to Authenticity Deed, *Adigama Law Journal*, p. 1

⁵J. Satrio, (2015), *Contract Law: Contracts Arising from Deeds Against the Law*, Citra Aditya Bakti, Bandung, p. 76

implemented in a way fair and responsible answer as confirmed in the Al-Qur'an Surah An- Nisa ' verse 58.⁶ Principle trust the relevant with task Notary Public as officials general responsible answer guard validity and authenticity deed authentic. With thus, the error type in minutes deed No just problem administrative, but also related with integrity and professionalism Notary Public in operate his position.

Phenomenon error type in minutes an unsigned deed done *renvoi* Still often found in practice notary in Indonesia. Conditions the show existence gap between provision the law that should be implemented with practices that occur in the field. Therefore that, is necessary in -depth research about consequence law error type in minutes deed who does not done *renvoi* as well as accountability Notary Public to negligence in order to provide certainty law and protection law for community. Research This aim for analyze consequence law error type in minutes an unsigned deed done *Renvoi*.

2. Research Methods

Study This use method approach juridical normative with approach legislation and approaches conceptual. Specifications research used is descriptive analytical. The data collection method is carried out through studies literature with use material primary law, material law secondary, and materials law tertiary. Data analysis was carried out in a way descriptive qualitative with describe and interpret data based on theory laws and regulations regulation applicable laws and regulations.

3. Results and Discussion

3.1. Legal Consequences of Typing Errors in Minutes Deeds that Renvoi Did Not Execute

Error typographical *error* in minutes deed is form error administrative that can happen in practice notary, especially for deeds that have structure complex and contains legal data in a way detailed, such as Power of Attorney for Selling. Error the can in the form of error writing name, number Parent Population (NIK), number certificate land, area land, as well as part other related editorials direct with subject and object law. Although looks simple, error type in minutes deed own implications serious law if no repaired through mechanism *renvoi* before signing deed. In practice notary, accuracy editorial is element important Because deed authentic functioning as tool proof written that has strength proof perfect.

According to theory certainty the law put forward by Hans Kelsen, the law must ensure clarity of norms and certainty to consequence law arising from the deed authentic as product official general must reflect certainty the through clear, precise and free editorial from ambiguity. Error writing identity or object law

⁶Ministry of Religion of the Republic of Indonesia. (2019). *The Qur'an and its Translation*. Jakarta: Lajnah Pentashihan Mushaf Al-Qur'an, p. 352

potential cause interpretation double so that reduce certainty law for the parties.⁷In context this, accuracy Notary Public become condition important for guard validity deed authentic.

Article 1868 of the Civil Code determine that deed authentic is deed made by or in front of official general authorities and in specified form laws. Provisions the show that formal elements are condition absolute authenticity something deed. With thus, the error type that is not repaired through legitimate procedures can categorized as disabled formal (*formele*) *gebreken*) which reduces perfection form deed.

In the Power of Attorney Deed Selling, the identity of the parties listed in a way details include full name, address, occupation, marital status, and phone number. Parent Population (NIK). Writing identity in a way complete aim for ensure clarity subject binding law in deed. Habib Adjie stated that identity of the parties is fundamental elements in deed authentic Because determine capacity act and legitimacy will the law of the parties.⁸ There fore that's a mistake one digit number in the NIK or error writing the name can cause doubt about Who subject the actual law bound in deed.

In addition to the identity of the parties, the section description objects also have position important. In the Deed of Power of Attorney Selling, object power explained in a way details through inclusion number certificate, area land, Number Identification Field (NIB), and location object land. Error writing on the section This can result in mismatch object legal and potential cause rejection of the transition process rights by the office land. Error thus No only nature administrative, but can influence substance connection laws that are formed in deed.

For anticipate occurrence error type, Law Position Notary Public arrange mechanism *renvoi* as there is in Article 48 and Article 49 of UUJN. *Renvoi* is procedure rectification error writing in minutes deed before signing with method cross out the wrong part is thin, writing corrections, and provide initials of the parties, witnesses, and notary. Mechanism This aim guard transparency change without remove authenticity minutes deed.

If error type No repaired through *renvoi*, then deed potential lost characteristic authentic. Article 44 of the UUJN prohibits existence additions, scribbles, or replacement in deed other than what is done in accordance provision regulation legislation. Violation to provision the can cause deed lowered the quality become the deed below hands. In law proof, deed authentic who experienced disabled formal lost strength proof perfect (*volledig bewijs*) so that No Again own strength tie in a way full before the judge.

⁷Hans Kelsen, (2007), *Pure Theory of Law*, University of California Press, Berkeley, p. 48.

⁸Habib Adjie, (2015), *Indonesian Notary Law (Thematic Interpretation) against the Occupation Law Notary*, Refika Aditama, Bandung, pp. 90–92.

Consequence law the confirmed in Article 1869 of the Civil Code which states that an unsigned deed fulfil condition as deed authentic only have strength as the deed below hand throughout signed by the parties. The provisions This show that non-compliance to formal requirements for making deed No delete existence deed, but lower quality proof. In practice notary, degradation the own implications Serious Because deed notary in essence intended as tool proof written perfectly and provides certainty law.

Decline quality the deed also has an impact on protection law of the parties. Deed authentic give guarantee that content deed considered Correct throughout No can proven on the contrary. Otherwise, the deed is below hand Still need proof addition in front court. With thus, the error type that is not repaired through *renvoi* potential detrimental to the parties Good in a way material and immaterial.

In condition certain, losses consequence error type can become base accountability civil notary. Article 1365 of the Civil Code determine that every actions oppose the law that gives rise to loss obligatory the perpetrator replace loss said. Negligence Notary Public in inspect accuracy editorial minutes the deed and its failure do *renvoi* can categorized as form lack of lack of *due care*. McCaffrey stated that Notary Public responsible answer in a way civil if his negligence cause loss for interested party.⁹

In the example Power of Attorney for Selling analyzed, part closing deed state that deed made “without additional, without scribbles, and without replacement”. Phrase the show that minute deed has checked in a way careful before signed. Statement thus reflects obligation Notary Public For act carefully as arranged in Article 16 paragraph (1) UUJN. In other words, accuracy Notary Public in do inspection end become factor important for prevent emergence disabled formalities in the deed authentic.

Based on description said, can concluded that error type in minutes an unsigned deed repaired through mechanism *renvoi* is form disabled formal impact direct to validity and power proof deed authentic. Not implemented *renvoi* cause deed potential lost characteristic authentic and only own strength as the deed below hand as arranged in Article 1869 of the Civil Code. The consequences law the No only cause uncertainty law for the parties, but also can give birth to accountability law for Notary Public if negligence the cause loss

3.2. Accountability Notary Public to Error Type in Minutes Deeds that Renvoi Did Not Execute

Accountability Notary Public to error type in minutes an unsigned deed *renvoi* is carried out problem related laws close with obligation Notary Public For ensure validity and power proof deed authentic. Article 16 paragraph (1) letter a of the Law Position Notary Public confirm that Notary Public must act honest, thorough,

⁹McCaffrey, (2008), *Notarial Liability in Civil Law Jurisdictions*, p. 77..

independent, and not take sides in operate his position. Obligations the contain meaning that Notary Public must ensure every content deed has in accordance with identity of the parties, objects law, and the expressed will of the person present before deed signed. Therefore that's a mistake type in minutes deed No can viewed as error administrative normal, because error the can influence authenticity deed as well as cause loss for the parties.

In practice notary, error most frequently typed found in the section identity of the parties and description object law. In the Power of Attorney Deed for Selling what becomes object research, identity of the respondents listed in a way complete, including name, place and date birth, occupation, address domicile, as well as Number Parent Population (NIK). Accuracy in writing identity is very important element Because identity determine capacity act and legitimacy will law of the parties. Error One letters in the name or one digit number in the NIK can be cause doubt about subject the actual law bound in deed. Habib Adjie stated that identity of the parties is fundamental elements in deed authentic Because determine legitimate or whether or not will the laws that are laid down in deed.¹⁰

In addition to the identity of the parties, the section description objects also have level vulnerability tall to error typing. In the example Power of Attorney for Selling, object power described in a way detailed, including number certificate, area land, Number Identification Field (NIB), and location object. Error writing on the section the can cause mismatch object laws that result in rejection implementation transition rights by the office land. Therefore that, notary must do inspection repeat to all data listed in minutes deed before the reading and signing process done.

Constitution Position Notary Public has provide renvoi mechanism as means rectification error writing in minutes deed before deed signed. Article 48 and Article 49 of the UUN regulate that rectification done with method cross out the wrong part is thin, writing corrections to the section edge or on text, and give initialed by the parties, witnesses, and notary. Mechanism the aim guard transparency changes as well as ensure that every rectification can accountable in a way law. Renvoi does not only is procedure administrative, but also form protection to authenticity minutes deed.

If error type No repaired through renvoi, then Notary Public can asked accountability in a way civil. Article 1365 of the Civil Code state that every actions oppose the law that gives rise to loss obligatory the guilty party replace loss said. Negligence Notary Public in do inspection minutes the deed and its failure do renvoi can categorized as form not enough be careful (lack of due care). In context This, McCaffrey stated that Notary Public responsible answer in a way civil if his negligence cause loss for interested party.¹¹ With thus, if error type cause deed

¹⁰Habib Adjie, (2015), *Indonesian Notary Law*, Refika Aditama, Bandung, p. 23.

¹¹McCaffrey, (2008), *Notarial Liability in Civil Law Jurisdictions*, p. 77.

lost strength proof perfect or result in loss material for the parties, notary can sued in a way civil.

Besides accountability civil law, notaries can also charge sanctions administrative. Article 85 of the UUJN provides authority to Assembly Supervisor Notary Public For drop sanctions in the form of reprimand verbal, warning written, dismissal while, until termination still if Notary Public proven do violation position. Error type that is not repaired via renvoi can viewed as form violation to obligation Notary Public For act carefully and carefully quality deed authentic. Habib Adjie emphasized that Notary Public must guard integrity deed as product position Because every disabled administrative matter that affect authenticity deed can damage certainty law for public.¹²

Beside not quite enough answer administrative, error type in minutes deeds can also be cause accountability ethics. Code of Ethics Bond Indonesian notaries require Notary Public Work in a way professional, thorough and responsible answer. Error reflective typing lack of accuracy can considered as violation ethics Because contradictory with principle professionalism and caution in operate position. Violation ethics the can subject to sanctions organization in the form of reprimand until termination from membership organization profession.

In condition certain, errors type even can implications for accountability criminal, especially if rectification done after minutes deed signed without legitimate procedures. Changes content minutes deed after signing without agreement of the parties can categorized as forgery letter as arranged in Article 263 of the Criminal Code. Although error type basically No action criminal, corrections made in a way No legitimate can change characteristic actions become violation criminal. Therefore that, renvoi must done before deed signed to ensure validity and integrity deed still awake.

Based on description said, can concluded that no the renvoi was carried out against error type in minutes deed cause accountability law for notary, okay in a way civil, administrative, ethical, and criminal in condition certain. Accountability the born Because Notary Public considered negligent operate obligation caution and precision as ordered by law Position Notary. With Thus, the implementation of renvoi is obligations that are not can neglected in order to maintain authenticity deed, guarantee certainty law, as well as give protection law for the parties

3.3 Example Power of Attorney for Sell According to Practice Notary

Power of Attorney for Sell is one of the form deed common authentic used in practice notary, in particular in transaction land. Deed This functioning as base giving authority from giver power to recipient power for do action law in the form of sale right on land to party third. In practice, the deed power for sell used for give certainty law to action recipient power so that every actions the law that is

¹²Habib Adjie, (2017), *Indonesian Notary Law*, Refika Aditama, Bandung, p. 112.

carried out own base legitimate authority. Therefore that, the arrangement deed the must fulfil formal and material requirements as arranged in regulation legislation.¹³

In a way normative, Power of Attorney for Sell fulfil element deed authentic as intended in Article 1868 of the Civil Code, namely made by official general authorities, in specified form laws, and within the area of its authority. The act analyzed in study This made by an authorized notary and signed by the parties, witnesses, and Notary Public in accordance with provision Constitution Position Notary. With fulfillment condition said, the deed own strength proof perfect as arranged in Article 1870 of the Civil Code.

Structure Power of Attorney for Selling on practice notary generally consists of on part opening, comparison, content deed, and closing. In the section opening listed identity notary, day, date, and place manufacturing deed. Comparison section load identity complete details of the parties including name, place and date birth, occupation, address, marital status, and ID number Parent Population (NIK). This section own function important Because determine subject binding law in deed. Error writing identity can cause ambiguity about the party providing and accept power.

In practice notary, accuracy in the section comparison is very important Because identity of the parties become base determination skills act and legitimacy will law. Habib Adjie stated that error identity in deed authentic is form disabled formal that can influence strength proof deed. Therefore that, notary must do verification to document population original before list identity of the parties in minutes deed.¹⁴

Substantial part deed load description about authority granted by the grantor power to recipient power. In the example Power of Attorney for Selling, recipient power given right for sell object land, signing Deed of Sale and Purchase, received payment, hand over certificate, as well as do action other related laws with sale object mentioned. Formulation authority in deed must made in a way firm and limitative so as not to cause multi-interpretable. Subekti state that power must interpreted in a way narrow in accordance with what is written in deed and not may expanded through analogy.¹⁵

Apart from authority recipient power, part description objects also have important meaning in practice notary. In the example the act being analyzed, the object power explained in a way detailed, including number certificate, area land, Number Identification Field (NIB), as well as location object. Determinative description the aim for avoid error identification object law. Error writing number or technical data in the section This can result in dispute land and rejection of the

¹³ Subekti, (2016), *Contract Law*, Intermedia, Jakarta, p. 71.

¹⁴ Habib Adjie, (2017), *Indonesian Notary Law*, Refika Aditama, Bandung, p. 112.

¹⁵ Subekti, (2016), *Contract Law*, Intermedia, Jakarta, p. 71.

transition process rights in the office land. Therefore that part object is one of the the most needed part accuracy Notary Public.¹⁶

In practice notary, if found error type before signing Notarial Deed must carry out *renvoi* according to with provisions of Article 48 and Article 49 UUJN. *Renvoi* is carried out with cross out the wrong part is thin, writing corrections on the edge or above text, and provide initialed by the parties, witnesses, as well notary. *Renvoi* aims guard transparency changes and ensure that rectification done in a way valid. Isnaeni state that the *renvoi* was carried out in accordance procedure No remove characteristic authentic deed, but rather strengthen mark the proof Because show existence caution in compilation deed.¹⁷

Cover section in Power of Attorney for Sell own function important as affirmation that all over content deed has read, understood, and agreed to by the parties. In the example the deed analyzed exists phrase that deed made “without additional, without scribbles, and without replacement”. Phrase the show that minute deed has checked in a way comprehensive and not there is errors that require *renvoi*. Statement it also reflects implementation obligation Notary Public For act carefully as arranged in Article 16 of UUJN.

The presence of two witnesses in the signing process the deed also shows fulfillment formal provisions for making deed authentic as arranged in Article 40 UUJN. Witnesses function ensure that the process of reading and signing done in a way right in front of notary. With Thus, the existence of witness strengthen validity deed as well as mark proof in front of law.

Based on analysis said, can concluded that example Power of Attorney for Selling analyzed has fulfil standard practice good notary, good from aspect formal structure, clarity substance, as well as compliance to provision regulation legislation. Act the show that through thorough examination before signing, error type can avoided so that No *Renvoi* is required. With thus, for example deed the can made into gauge measuring in evaluate quality manufacturing deed authentic as well as importance implementation principle caution in practice notary

4. Conclusion

Based on results study can concluded that error type in minutes an unsigned deed repaired through mechanism *renvoi* cause consequence law in the form of disabled formal that can cause deed lost characteristic authentic and only have strength proof as the deed below hand as arranged in Article 1869 of the Civil Code. In addition, a notary who is negligent do rectification in accordance provision Constitution Position Notary Public can asked accountability in a way civil, administrative, ethical, even criminal if error the cause loss for the parties. Example Power of Attorney for Selling analyzed show that accuracy in writing

¹⁶Habib Adjie, (2017), *Sanctions Civil and Administrative to Notary*, Refika Aditama, Bandung, p. 112

¹⁷ Isnaeni, (2016), *Indonesian Notary Law*, Liberty, Yogyakarta, pp. 128–129.

identity of the parties, objects right on land, as well as implementation procedure *renvoi* is element important for guard certainty law, authenticity deeds and protection law for the parties. Based on conclusion mentioned, it is recommended that the notary more increase principles caution and precision in the manufacturing process minutes deeds, especially in writing identity of the parties and description object law of a legal nature determinative. A notary is also necessary ensure that every error typing found before signing quick repaired through mechanism *renvoi* in accordance UUN provisions to prevent emergence disputes and decline quality deed. In addition, it is necessary existence improvement supervision and guidance by the Assembly Supervisor Notary Public as well as organization profession for strengthen professionalism and quality service notary.

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