

Legal Responsibility of Notaries for Making Amendment Deeds Without Referring to Previous Deeds

Raya Zul Asyraf

Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, Indonesia,
E-mail: rayaasyraf21052001@gmail.com

Abstract. *This study aims to analyze the legal responsibility of notaries for making deeds of amendment that do not refer to the previous deed and examine the legal status of such deeds. Notaries as public officials have the authority to make authentic deeds that must be carried out in a trustworthy, honest, thorough, and in accordance with the provisions of laws and regulations. In practice, there are problems when notaries make deeds of amendment without referring to the previous deed, which has the potential to cause legal defects both formally and materially. This research uses a normative juridical method with a statutory and conceptual approach. The results show that the notary's responsibility in making deeds is based on the principle of fault liability, which can result in legal consequences in the form of civil, criminal, and administrative liability if a violation is proven, whether due to intent or negligence. Notaries are also bound by the provisions of the Notary Law, the professional code of ethics, and the obligation to ensure formal accuracy and prudence in the deed-making process. The research concludes that a deed of amendment made without reference to the previous deed has the potential to lose its legal relationship, so that it can experience a degradation of evidentiary power from an authentic deed to a deed underhand or even be declared formally defective. As a result, the deed can be canceled by a court decision and opens up the possibility for the notary to be subject to administrative sanctions, civil compensation claims, or criminal liability if there are elements of forgery or false information. Thus, it is important for notaries to implement the principle of prudence and conduct a thorough verification of the continuity of the deed to ensure legal certainty and protect the interests of the parties.*

Keywords: *Authentic Deed; Deed of Amendment; Formal Defects; Legal Liability; Notary.*

1. Introduction

Notary based on Law Number 2 of 2014 concerning Notary Position 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. Every notary in Indonesia has the same authority in carrying out his work. The authority of a notary in carrying out his work based on article 15 UUJN includes making authentic deeds regarding all actions, agreements, and determinations required by laws and/or desired by the interested party to be stated in an authentic deed, guaranteeing the certainty of the date of making the deed, storing the deed, providing grosse, copies and extracts of the deed, all of which as long as the making of the deed is not also assigned or excluded to other officials or other people determined by law.

Notaries exercise their authority based on Law Number 2 of 2014 concerning the Office of Notaries and other laws related to the preparation of deeds or civil matters. Generally, the office of notary is regulated only by the UUJN, but it does not provide legal protection for notaries who make mistakes or become victims of legal action. Notaries are required to comply with the laws and regulations established by the government, specifically the UUJN (National Law), which covers authority, obligations, prohibitions, and sanctions. If a notary has authority stipulated by law, then, as a *contrario* argument, the notary is not authorized to perform actions outside of their designated authority (for example, making deeds outside the notary's jurisdiction).¹

The product made by a notary is a deed which is also commonly called an authentic deed where this deed has legal force that can be guaranteed its legal certainty which is a perfect written evidence (*volledig bewijs*), without requiring other evidence. The deed prepared by (door) a notary during the notary practice is a *relas* deed which contains minutes that are viewed and made before the notary himself based on both parties where in the future all their actions or activities that will be carried out are made in the form of a notarial deed.²

¹Kholidah et al., *Notaries and PPAT in Indonesia: Theory and Practice in Making Deeds*, DI Yogyakarta: Semesta Aksara, p. 6

²Habib Adjie, 2008, *Indonesian Notary Law (Thematic Interpretation of Law No. 30 of 2004 concerning the Position of Notary)*, Surabaya: PT. Rafika Aditama

In carrying out their duties and authorities, notaries must receive legal protection.³ Furthermore, authority in the concept of legal obligations is closely related to legal responsibility (liability).⁴ According to Hans Kelsen's view, a person who is legally responsible for certain actions can be subject to sanctions if his actions are contrary to/against the law.⁵ On the other hand, to ensure the implementation of the Notary's authority, a Notary Supervisory Board has been formed, which is primarily tasked with supervising the Notary's performance to ensure that it remains within the scope of the Notary's code of ethics.⁶ Legally, the authority of a notary is rooted in the provisions of laws and regulations which place notaries as public officials authorized to make authentic deed and other authorities as determined by law. The position of a notary as a public official is affirmed in Article 1 number 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (hereinafter referred to as UUJN), which states that a notary is a public official who is authorized to make authentic deeds and has other authorities as referred to in the law.

According to Article 15 of the UUJN, a notary public is required to possess adequate skills and an honest personality when drafting an authentic deed to ensure legal certainty for the public. However, errors in drafting the deed are not excluded. These include procedural errors on the part of the notary public. Furthermore, errors can also occur on the part of interested parties who are dishonest or provide false information. Any error in drafting an authentic deed can result in losses for the notary public and may even require the notary to be held accountable for their actions, including administrative, civil, or criminal sanctions.⁷ Furthermore, systematically, the authority of a notary does not stand alone, but rather forms part of the national civil evidence system. Authentic deeds prepared by a notary serve as the primary written evidence in civil cases, thus ensuring legal protection and legal certainty for the parties involved. Therefore, the authority of a notary is attributive, meaning it is granted directly by law, not derived from the delegation of ordinary administrative authority.

³Alyatama Budify, Jelitamon Ayu Lestari Marunung and Satria Braja Harianja, 2020, Cancellation of Deed of Gift at Pematangsiantar District Court: Study of Decision Number 33/Pdt.G/2019/PN Pms, SIGn Jurnal Hukum, CV. Social Politic Genius (SIGn), 2(1), p.74

⁴Fina Agustina Suhyana, Sigid Suseno and Tasya Safiranita, 2021, Illegal Transactions Using Other People's ATM Cards, SIGn Jurnal Hukum, CV. Social Politic Genius (SIGn), 2(2), p. 153

⁵Jimly Asshiddiqie and Muchamad Ali Safa'at, 2006, Hans Kelsen's Theory of Law, Jakarta: Konstitusi Press, p. 61

⁶Muhammad Tiantanik Citra Mido, I Nyoman Nurjaya and Rachmad Safa'at, 2018, Civil Liability of Notaries for Deeds Read by Notary Staff in the Presence of the Applicant. Lentera Hukum, University of Jember, 5(1), p. 165

⁷Rizki Amalia, Musakkir and Syamsuddin Muchtar, 2021, Notary's Responsibility for the Contents of Authentic Deeds that Do Not Match the Deed, Al-Ishlah: Jurnal Ilmiah Hukum, Vol.24 No.1, e-ISSN: 2614-0071, p.190.

The responsibility borne by a notary is all products that have been made and issued by the notary himself, this is regulated in Article 65 of the Notary Law. Thus, the notary will bear all the consequences arising from the products issued. In terms of making a deed of amendment, a notary must make it based on a previously issued deed to ensure that everything that is changed still relates to the previous deed and with the approval of the authorized parties in the deed of establishment or deed issued before the deed of amendment. Notaries in making a deed, especially in a company, must be made based on Article 16 of Law Number 2 of 2014 concerning the Notary Position and based on the deed of establishment or deed issued previously. In essence, the making of a notarial deed is not only regulated in the UUJN, but also regulated in Article 1868 of the Civil Code, the Principle of Legality and attributive authority, the will of the parties that are valid according to law and the notary's code of ethics and the principle of prudence. In this case, the case that the author will examine is the notary's error in issuing a deed of change that is not based on the previous deed so that there is a party who is disadvantaged in the deed issued by the notary.

2. Research Methods

This research uses a statutory approach and a case study approach. The statutory approach prioritizes legal materials in the form of statutory regulations as the basic reference for conducting research. This approach is carried out by examining all statutory regulations related to the problem (legal issue) being faced.⁸ This research was conducted by collecting data directly from people who experienced the issues raised by the author. This makes the data used primary data. The author obtained primary data from sources or informants who knew things relevant to the research being conducted.

3. Results and Discussion

3.1. Legal Responsibility of Notaries for Making Amendment Deeds without Referring to Previous Deeds

In carrying out their duties and positions, notaries must not only exercise the authority granted by law but also be responsible for the deeds they have executed. The authority of a notary, as mandated by law, includes: A notary has the authority to make authentic Deeds regarding all acts, agreements and stipulations which are required by statutory regulations and/or which are desired by interested parties to be stated in authentic Deeds, guarantee certainty of the date of making the Deed, store the Deed, provide grosses, copies and quotations of the Deed, all of this as long as the making of the Deed is not also assigned or excluded to another

⁸ Peter Mahmud Marzuki, 2005, Legal Research, (Jakarta: Prenada Media), p. 133.

official or other person as determined by law.⁹ Apart from these authorities, notaries also have the authority to:¹⁰

- a. validate signatures and determine the certainty of the date of private letters by registering them in a special book;
- b. record a letter underhand by registering it in a special book;
- c. make a copy of the original private letter in the form of a copy containing the description as written and described in the letter in question;
- d. verify the suitability of the photocopy with the original letter;
- e. provide legal advice regarding the preparation of deeds;
- f. make deeds relating to land; or
- g. making a deed of auction minutes

Due to the authority mandated by law to a notary, the notary is also responsible for the actions they perform and must comply with applicable provisions. Generally, responsibility can be seen in the context of unlawful acts or tort liability, according to Abdul Kadir Muhammad said that there are several theories of responsibility that are used to determine whether someone must bear the consequences of an act that causes harm to another party.

The scope of a notary's responsibility includes the material truth of the deeds they have drawn up. A notary's responsibility for material truth can be categorized as follows:¹¹

- 1) The notary's civil responsibility for the material truth of the deeds he has made.
- 2) The notary's criminal responsibility for the material truth of the deeds he has made.
- 3) The responsibility of a notary public based on the Notary Law regarding the material truth of the deeds they make.

⁹Article 15 paragraph (1) of Law 02 of 2014 LAW OF THE REPUBLIC OF INDONESIA NUMBER 2 OF 2014 CONCERNING AMENDMENTS TO LAW NUMBER 30 OF 2004 CONCERNING THE POSITION OF NOTARY PUBLIC

¹⁰Ibid, Article 15 Paragraph (2)

¹¹Abdul Ghofur, 2009, Indonesian Notary Institution: Legal and Ethical Perspectives, (UII Press: Yogyakarta), p. 34

- 4) The responsibility of a notary in carrying out his/her duties is based on the notary's code of ethics.

The notary's responsibility for the deeds he/she makes is based on fault (based on fault of liability) so that a notary must be responsible if the deed he/she makes contains an error or intentional violation by the Notary. However, on the other hand, if an element of error occurs between the parties, as long as the Notary carries out his/her authority in accordance with what is stated in the Law, the Notary concerned cannot be held responsible because the Notary only records all the information he/she obtains from the parties.¹² Basically, the Notary is not responsible for the contents of the deed made before him, because the contents of the deed are based on the agreement and wishes of the parties. So the Notary in this case is only responsible for the formal form of the authentic deed, as stipulated in the law.¹³ A notary can be held civilly responsible based on claims of unlawful acts.

Accountability is a fundamental principle in the professional world, including the profession of Notary. In a legal context, accountability refers to an individual's obligation to bear the legal consequences of their actions or omissions, especially if those actions violate applicable legal norms. For a Notary, this responsibility is not only moral or ethical, but also has legal, administrative, and professional dimensions, because the Notary position is a public office that has legal force over the deeds they create. A Notary cannot work solely based on their free will, but is bound by a number of regulations governing the implementation of their position. These regulations include the Notary Law (UUJN/P), the Notary Code of Ethics, and the rules of professional organizations (the Indonesian Notaries Association). Violations of these norms can result in legal consequences in the form of sanctions, including civil, criminal, and administrative and ethical sanctions.¹⁴

This responsibility is both symbolic and legal in nature, inherent in the Notary's oath of office. In this oath, the Notary promises to maintain his or her attitude, behavior, and carry out his or her obligations by upholding the honor and responsibility of his or her profession. This oath is not merely a formality, but a moral and legal binding that accompanies every action of a Notary in his or her official capacity. Furthermore, the provisions of Article 65 of the UUJN-P emphasize that the Notary's responsibility for the deeds he or she has drawn up is inherent and cannot be released, even after the Notary's protocol has been

¹²Andi Mamminanga, Implementation of the Authority of the Regional Notary Supervisory Board in the Implementation of Notary Duties based on the UUJN, Thesis, Faculty of Law, Gadjah Mada University, Yogyakarta, 2008. p. 32

¹³Kunni Afifah, Responsibilities and Legal Protection for Notaries in Civil Procedure for the Deeds They Make, Thesis, Master of Notary, Islamic University of Indonesia, 2017, p. 82

¹⁴Legal Consequences of Notarial Deeds That Do Not Fulfil Article 38 of Law Number 2 of 2014 Concerning Notary Positions Hanifah Indriyani Anhar Master of Notary Law, Faculty of Law, Islamic University of Indonesia, Yogyakarta, Indonesia, 21921051@students.uii.ac.id, p. 18.

handed over to another party (the state archivist or a replacement Notary). This demonstrates that the responsibility is personal and ongoing, and cannot be avoided simply by transferring administrative responsibility for the document. The Notary's responsibility is a legal obligation that is inherent in him or her from the moment he or she is appointed and takes the oath of office. A Notary can be held accountable for errors in the performance of his or her duties and authority, whether due to unlawful acts, procedural violations, or administrative negligence. For these errors, the Notary's liability is divided into three categories: administrative sanctions, civil sanctions, and criminal sanctions. In this context, administrative sanctions are a form of sanction imposed if the violation committed by a Notary is related to the administrative aspects of the deed made, such as¹⁵non-compliance with procedural provisions as stipulated in the Notary Law (UUJN), UUJN-P, or other laws and regulations.

In the Notary Law, there are several qualifications for authentic deeds that can be declared legally flawed so that the Notary can be subject to sanctions for reimbursement of costs, compensation and interest contained in the following articles, including Article 44, Article 48, Article 49, Article 50 and Article 51. Based on the articles above, an authentic deed is considered legally flawed if the deed violates the provisions contained in the articles above. So that the injured parties can demand reimbursement of costs, compensation and interest from the Notary concerned in making the deed. The form of notary responsibility can be defined as follows:¹⁶

1. Notaries are required to carry out the making of deeds properly and correctly, meaning that the deeds made fulfill the legal requirements and requests of the interested parties due to their position.
2. Notaries are required to produce high-quality deeds, meaning they do not conflict with legal regulations or the wishes of the parties concerned, meaning they are not fabricated. Notaries are required to explain to interested parties the truth of the contents and procedures of the deeds they create.
3. Having a positive impact means that anyone will acknowledge that the notarial deed has perfect evidential power.

In this study, the author focuses on the problem of notaries who make changes to deeds without referring to previous deeds and potentially violating the provisions of the notary office law. Although not explicitly notaries must make changes to notarial deeds referring to previous amendments, based on the provisions of the Notary Office Law, it states that "in carrying out their duties, notaries are required

¹⁵Ibid, p. 19

¹⁶Abdulkadir Muhammad, 2001, *Ethics of the Legal Profession*, Citra Aditya Bakti, Bandung, pp. 93-94.

to act trustworthy, honest, thorough, independent, impartial, and protect the interests of the parties involved in legal actions."¹⁷

Notary negligence that results in losses to a limited liability company (PT) must be accounted for. If after the deadline or more than 30 (thirty) days from the date of the Notarial deed containing the Articles of Association, and the company does not request a revision of its articles of association to the Minister, the consequence is that it will not receive the Minister's approval. Then, the status of the deed of amendment can be null and void by law over time after the deadline for the application to obtain the Minister's approval or the deed of amendment to the limited liability company becomes invalid because it does not have the Minister's approval. The General Meeting of Shareholders (GMS) is an instrument that has authority that is not possessed by other organs in the PT. This GMS is a place for shareholders to obtain information related to the company in accordance with the GMS agenda and in line with the interests of the PT and to make decisions on other agenda items if the agenda is approved by the shareholders who attend and/or are represented by their proxies regarding the addition.¹⁸ Because the GMS is considered the highest organ within a company, its implementation is crucial. The GMS serves as a platform for management and shareholders to evaluate performance and ensure the company's success and sustainable improvement.¹⁹

The position of a Notary in Article 1 of the 1860 State Gazette Number 3 concerning the Regulations on the Position of Notaries in Indonesia (*Reglement op Het Notaris-Ambt in Indonesie*), namely as a Public Official.²⁰ Public officials are individuals who hold positions to manage the public interest. Notaries exist to meet the needs of the community, so being a notary means carrying the public's trust to create deeds with complete evidentiary force. A notary's authority in this regard is to create authentic deeds or deeds requested by interested parties.²¹ The role of a Notary as a professional entails a high level of knowledge, specialized training, and a responsibility to serve the public interest. Given the unique position and authority of a Notary in serving the public interest, a Notary must adhere to both responsibility and ethics. Regarding the professional responsibilities of a Notary, their obligations extend beyond legal ones. They also have a moral responsibility. If a Notary encounters obstacles, they must consult with the

¹⁷Article 16 of Law 02 of 2014 LAW OF THE REPUBLIC OF INDONESIA NUMBER 2 OF 2014 CONCERNING AMENDMENTS TO LAW NUMBER 30 OF 2004 CONCERNING THE POSITION OF NOTARY PUBLIC

¹⁸Wicaksono, 2009, *Responsibilities of Shareholders, Directors and Commissioners of Limited Liability Companies (PT)*, (Jakarta: Visimedia).

¹⁹Muhammad Yusron, 2015, *Development of the Authority of the General Meeting of Shareholders (GMS) of Indonesian Limited Liability Companies*, 8th ed.

²⁰Henry Lbn Toruan Donald, "Legality of the Existence of the Notary Supervisory Board and the Notary Honorary Board," *De Jure Legal Research Journal* 20, no. 3 (2020): 435, <https://doi.org/10.30641/dejure.2020.v20.435-458>.

²¹Anonymous, "Effectiveness of the Notary Supervisory Board".

appropriate agencies/parties to ensure that their products protect the interests of all stakeholders.²²

Based on the description above, the same thing applies to the decision of the Notary Regional Examination Board of Southeast Sulawesi Province Number: 02/Pts/MPWN Prov. Sultra/VII/2023, a notary who changes a deed without referring to the previous deed is subject to a written warning sanction for violating Article 16 paragraph (1) letter a UUJN. Notaries who do not act in a trustworthy, honest, thorough, independent, impartial manner and protect the interests of the parties involved in legal acts will be given sanctions by the Notary Supervisory Board in accordance with the provisions and actions taken by the notary.

3.2. Status of the Deed of Amendment issued by a Notary which was made without referring to the Previous Deed

According to Habib Adjie, a deed of amendment must identify the deed that serves as the basis for the legal entity's existence. Without it, the deed loses its legal standing and becomes an underhand deed (its evidentiary status is lowered).²³ According to Tan Thong Kie, notaries are required to examine the continuity of the deed. If changes do not refer to the original deed, the notary is deemed to have failed to fulfill the formal research obligation, or the deed is deemed formally flawed.²⁴ A deed issued by a notary public imposes responsibility on the notary for the product they issue, and all legal products issued must have a strong legal basis to support their accountability. According to Herlien Budiono, a deed of amendment without a prior deed results in the legal subject's continuity being unproven, thus losing its authenticity.²⁵

The status of the deed made by a Notary with the suspicion of a violation of an article in the UUJN, namely that the Notary did not carry out his/her duties. In order to act in a trustworthy, honest, thorough, independent, impartial manner, and protect the interests of the parties involved in legal actions, it can result in losses for the parties. Therefore, there must be legal protection for the injured parties. According to Philipus M. Hadjon, legal protection is an action to protect or provide assistance to legal subjects by using legal instruments.²⁶ This legal protection is necessary to recoup any losses suffered by the parties involved in the

²²Salman and Damian, Legal Concepts in Development.

²³Habib Adjie, 2018, Indonesian Notary Law, fifth edition (PT Refika Aditama: Bandung), pp. 111-115.

²⁴Tan Thong Kie, 2007, Notary Studies: All About Notary Practice, first edition (PT Ichtiar Baru Van Hoeve: Jakarta), pp. 83-90.

²⁵Herlien Budiono, 2007, Collection of Civil Law Writings in the Notary Sector, first edition (Citra Aditya Bakti: Bandung), pp. 54-63.

²⁶Philipus M Hadjon, 2011, Introduction to Indonesian Administrative Law, (Yogyakarta: Gadjah Mada University Press), p. 10.

deed's creation. According to Habib Adjie, notaries are often charged under the following articles of the Criminal Code in criminal cases:

1. Making fake/falsified letters and using fake or falsified letters (Article 263 paragraph (1) and (2) of the Criminal Code).
2. Forgery of authentic deeds (Article 264 of the Criminal Code)
3. Ordering to include false information in an authentic deed (Article 266 of the Criminal Code)
4. Carrying out or ordering to carry out and participating in carrying out (Article 55 Jo. Article 263 paragraph (1) and paragraph (2) of the Criminal Code or Article 264 or Article 266 of the Criminal Code)
5. Helping to make fake or falsified letters and using fake or falsified letters (Article 56 paragraph (1) and paragraph (2) Jo. Article 263 paragraph (1) and paragraph (2) of the Criminal Code or Article 264 or Article 266 of the Criminal Code)

Based on the aforementioned regulations, a notary who issues a legal document without conducting due diligence on the matter may be subject to criminal penalties. In this case, similar to a deed issued by a notary without reference to a previous deed, the deed issued by the notary may be declared formally flawed. The only person who can declare the formal flaw in the deed is a civil court judge, where a lawsuit has been filed by the injured party. According to Article 85 of the UUUJN, a notary who issues a flawed deed may receive administrative sanctions decided by the supervisory board.

If a notary is proven to have committed a violation in carrying out his/her duties, he/she may be subject to administrative sanctions and the notary's code of ethics. These sanctions have been regulated in the Notary Regulations and the Notary Law and the Notary Code of Ethics. However, these provisions do not regulate criminal sanctions against notaries. Therefore, a notary who commits a crime can certainly be held accountable under criminal law. However, the issue related to the notary's duties is the creation of a notarial deed based on false information.

If a deed of amendment has already been made without referring to the previous deed, there are several steps to resolve it, including:

1. Making a Deed of Confirmation/Correction. A notary can make:
 - Deed of correction
 - Deed of confirmation,

- A ratification deed explains the basis of the previous deed, the chronology of changes, and the correct legal relationship. This is usually done if the error is still administrative/formal.

2. GMS or Re-Decision for PT:

A repeat GMS is held, then a new, correct deed is made, including the entire history of the previous deed.

3. Request for Data Changes at AHU If you are already registered at:

The Ministry of Law and Human Rights of the Republic of Indonesia then needs to: make administrative corrections, revoke, or change AHU data.

4. Civil Lawsuit If it causes loss:

The injured party can sue for cancellation of the deed, compensation, or unlawful acts.

Under Indonesian notarial law, a deed of amendment must maintain continuity with the previous deed. Failure to reference the previous deed can lead to formal defects, legal uncertainty, decreased evidentiary value, and even legal disputes. Notaries have the following obligations:

- check the legality of documents,
- maintain data continuity,
- apply the precautionary principle.

Based on the opinions of experts, namely Habib Adjie, GHS Lumban Tobing, and Herlien Budiono, it is generally emphasized that the deed of amendment must not break the legal chain of the previous deed.

One example of a nearly similar case is Supreme Court Decision No. 1003 K/PID/2015. An academic study stated that a notary changed the contents of a deed without proper procedures, thus deeming the deed legally problematic. Although the context involved changing the contents of the deed, the legal principle is relevant: the change must have a basis, procedure, and a connection to the original minutes/deed.

The legal consequences if you do not refer to the previous deed are:

1. The Deed Has Potential Formal Defects

If changes are made without citing the basis for the previous deed, they may be deemed to have failed to meet formal requirements, particularly if they result in

unclear subject matter or authority. In court practice, this can result in the deed being considered merely an underhand deed, or even rendered null and void if its substance is contradictory. The Notary Law also emphasizes that certain formal violations can diminish the evidentiary power of a deed.

2. Disputes over ownership or authority arise. Example:

Changing a PT director without consulting the latest deed of appointment, changing shareholders without consulting the previous share composition, or changing a foundation without consulting the latest articles of association. The result: dual management, shareholder conflicts, rejection of the AHU, or civil lawsuits.

3. Notary Responsibilities

Notaries can be held responsible for administrative, civil, and even criminal liability if evidence of intent or forgery is proven. Academic research shows that improperly altering a deed can result in the deed losing its authenticity, and the notary is liable for losses to the parties involved.

The status of a Deed of Amendment to the Decision of an Extraordinary Members Meeting issued by a notary without reference to the previous deed is generally considered to be a deed with formal defects and potentially subject to revocation, especially if the previous deed is the legal basis for the organization or legal entity. This is important because the "decision of an extraordinary members meeting" is not a stand-alone legal act, but rather a continuation of the articles of association, the continuation of the previous management, and the continuation of the legitimate authority of the members. Therefore, if the notary does not refer to the deed of establishment, the last deed of amendment, or the last deed of management, then legal continuity is broken.

4. Conclusion

In the context of making a deed of amendment without referring to the previous deed, this action has the potential to cause legal problems because it can ignore the principles of caution, accuracy, and the obligation to act honestly and impartially as mandated in the Notary Law. Although there is no explicit obligation to always refer to the previous deed, it is implicitly part of the Notary's professional obligation to maintain the continuity, clarity, and legal certainty of a deed. If the deed is amended without considering the formal provisions as stipulated in the UUJN, such as provisions regarding amendments (*renvoi*), then the deed can be declared legally flawed, lose its evidentiary force as an authentic deed, and even potentially cause losses to the parties. In such conditions, the Notary can be held accountable in the form of reimbursement of costs, damages, and interest, and does not rule out the possibility of being subject to

administrative or criminal sanctions. Thus, in carrying out his/her duties, a Notary is obliged to uphold the principles of caution, professionalism, and compliance with statutory regulations, so that every deed made, including deeds of amendment, remains legally binding and provides legal certainty and protection for the interested parties. Deeds of amendment made by a Notary without referring to the previous deed have the potential to lose the legal basis that forms the basis for the existence and continuity of the legal subjects therein, thus, deeds of amendment that do not refer to the previous deed are not only problematic in terms of formal validity, but also have broad legal implications for the Notary and the parties, thus emphasizing the importance of the principles of caution and accuracy in every deed. Based on the above conclusions, the author can provide several suggestions. Notaries should always apply the prudential principle and accuracy in every deed, especially amendments. Each amendment must explicitly refer to the previous deed to maintain continuity and legal certainty. Furthermore, notaries are required to conduct a thorough examination of supporting documents and ensure that all formal procedures comply with the provisions of the Notary Law, thereby avoiding formal defects and potential legal disputes in the future. Meanwhile, professional organizations such as the Indonesian Notaries Association and the Supervisory Board need to increase their supervision and guidance of notaries, particularly regarding compliance with deed-making procedures. Furthermore, ongoing outreach and training are needed regarding the correct techniques for drafting amendments in accordance with the UUJN and notarial practices.

5. References

Journals:

- Amalia Rizki, Musakkir dan Syamsuddin Muchtar, 2021, Pertanggungjawaban Notaris terhadap isi Akta Otentik yang Tidak Sesuai Akta, *Al-Ishlah: Jurnal Ilmiah Hukum*, Vol.24 No.1, e-ISSN: 2614-0071.
- Budify Alyatama, Jelitamon Ayu Lestari Marunung dan Satria Braja Harianja, 2020, Pembatalan Akta Hibah di Pengadilan Negeri Pematangsiantar: Kajian Putusan Nomor 33/Pdt.G/2019/PN Pms, *SIGn jurnal Hukum, CV. Social Politic Genius (SIGn)*, 2(1).
- Lbn Henry Toruan Donald, "Legalitas Keberadaan Majelis Pengawas Notaris Dan Majelis Kehormatan Notaris," *Jurnal Penelitian Hukum De Jure* 20, no. 3 (2020): 435, <https://doi.org/10.30641/dejure.2020.v20.435-458>.

Books:

- Abdul Ghofur, 2009, *Lembaga Kenotariatan Indonesia: Perspektif Hukum dan Etika*, (UII Press: Yogyakarta).
- Abdulkadir Muhammad, 2001, *Etika Profesi Hukum*, Citra Aditya Bakti, Bandung.

- Afifah Kunni, Tanggung Jawab dan Perlindungan Hukum bagi Notaris secara Perdata Terhadap Akta yang Dibuatnya, Tesis, Magister Kenotariatan Universitas Islam Indonesia, 2017.
- Agustina Fina Suhyana, Sigid Suseno dan Tasya Safiranita, 2021, Transaksi Ilegal Menggunakan Kartu ATM Milik Orang Lain, SIGn Jurnal Hukum, CV. *Social Politic Genius (SIGn)*, 2(2).
- Andi Mamminanga, Pelaksanaan Kewenangan Majelis Pengawas Notaris Daerah dalam Pelaksanaan Tugas Jabatan Notaris berdasarkan UUJN, Tesis, Fakultas Hukum Universitas Gadjah Mada, Yogyakarta, 2008.
- Anonim, "Efektivitas Majelis Pengawas Notaris".
- Habib Adjie, 2008, *Hukum Notaris Indonesia (Tafsir Tematik terhadap Undang-Undang No.30 Tahun 2004 tentang Jabatan Notaris)*, Surabaya: PT. Rafika Aditama.
- Habib Adjie, 2018, *Hukum Notaris Indonesia*, cetakan kelima (PT Refika Aditama: Bandung).
- Herlien Budiono, 2007, *Kumpulan Tulisan Hukum Perdata di Bidang Kenotariatan*, cetakan pertama (Citra Aditya Bakti: Bandung).
- Kholidah dkk, *Notaris dan PPAT di Indonesia Teori dan Praktik dalam Pembuatan Akta*, DI Yogyakarta: Semesta Aksara.
- Muhammad Yusron, 2015, *Perkembangan Kewenangan Rapat Umum Pemegang Saham (RUPS) Perseroan Terbatas Indonesia*, 8ed.
- Peter Mahmud Marzuki, 2005, *Penelitian Hukum*, (Jakarta: Prenada Media).
- Philipus M Hadjon, 2011, *Pengantar Hukum Administrasi Indonesia*, (Yogyakarta: Gadjah Mada University Press).
- Salman and Damian, *Konsep-Konsep Hukum Dalam Pembangunan*.
- Tan Thong Kie, 2007, *Studi Notariat Serba-Serbi Praktek Notaris*, cetakan pertama (PT Ichtiar Baru Van Hoeve: Jakarta).
- Tiantanik Muhammad Citra Mido, I Nyoman Nurjaya dan Rachmad Safa'at, 2018, Tanggungjawab Perdata Notaris terhadap Akta yang dibacakan oleh Staf Notaris di hadapan Penghadap. *Lentera Hukum*, Universitas Jember, 5(1).
- Wicaksono, 2009, *Tanggung Jawab Pemegang Saham, Direksi Dan Komisaris Perseroan Terbatas (PT)*, (Jakarta: Visimedia).