

Legal Analysis of the Legal Implications of the Principle of Exceptio Non Adimpleti Contractus on the Binding Power of Notarial Deeds

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Abstract. *This study aims to analyze: 1) The legal certainty of the application of the exceptio non adimpleti contractus doctrine in agreements made based on notarial deeds in Samarinda. 2) The legal implications of the exceptio non adimpleti contractus doctrine on the binding force of notarial deeds as authentic deeds in Samarinda. This type of research includes normative legal research. The approach method in this study is a case study approach and a statute approach. The type of data in this study is secondary data sourced from primary, secondary and tertiary legal materials. The data collection method uses library techniques (document study). The analysis in this study is prescriptive. The results of the study concluded: 1) The legal certainty of the application of the exceptio non adimpleti contractus doctrine in agreements made based on Notarial deeds in Samarinda has not been fully fulfilled, because there are no specific and detailed regulations regarding the conditions, limits, and legal consequences. Its application is still based on provisions regarding the binding force of the agreement, the reciprocal relationship of performance, good faith, and default as well as the judge's interpretation of the concrete circumstances of the parties. Differences in considerations in the Samarinda District Court Decision Number 134/Pdt.G/2022/PN Smr, the East Kalimantan High Court Decision Number 198/PDT/2025/PT SMR, and the Supreme Court Decision Number 1687 K/Pdt/2026 indicate the lack of uniformity in the limits of the application of the doctrine. Its application can be justified as long as there is a reciprocal relationship of performance, is carried out in good faith, and is not used to avoid contractual obligations. 2) The legal implications of the exceptio non adimpleti contractus doctrine on the binding force of a Notarial deed as an authentic deed in Samarinda relate to the implementation of a performance originating from an agreement and does not automatically eliminate the binding force or authentic nature of the Notarial deed. Based on the theory of legal consequences, the use of this doctrine initially results in the suspension of the fulfillment of the performance, while the cancellation of the agreement causes changes to the legal relationship of the parties. This cancellation does not automatically eliminate the authentic nature of the deed, because the*

status of the deed is still assessed based on the authority and procedures for making the deed as regulated in the Notary Law.

Keywords: *Agreement; Contract; Exception; Notary.*

1. Introduction

Law is something abstract, invisible, and intangible. However, one of its purposes is to regulate human life. This is because human life essentially involves relationships through communication with one another and has different goals and desires. Therefore, the function of law is to regulate and balance these different natures and desires so that relationships between humans are peaceful and orderly.¹

Legal relationships in modern society evolve along with the increasing need for individuals and legal entities to undertake various legal acts that give rise to rights and obligations. The development of economic activity, trade, investment, and other business activities has made agreements the most widely used legal instrument to provide certainty in legal relationships between parties. Agreements are not only seen as agreements that create civil relations, but also as a means to ensure the protection of the interests of the parties through regulations regarding rights, obligations, and settlement mechanisms in the event of a violation of the agreement's contents.²

The general definition of an agreement can be seen in Article 1313 Paragraph (1) of the Civil Code, which states that an agreement is an act by which one or more people bind themselves to one or more other people. From Article 1313 Paragraph (1) of the Civil Code, it can be seen that an agreement is an event in which one person makes a promise to another person or in which two or more people promise each other to carry out something.³Based on Indonesian contract law, there are several main principles that form the basis for the formation, implementation and interpretation of an agreement, namely the principle of freedom of contract, the principle of consensualism, the principle of good faith, the principle of *pacta sunt servanda*, the principle of personality and the principle of balance.⁴These six principles function as normative principles that guide every agreement made not only legally valid, but also reflect justice and certainty for the parties bound by it.

In addition, the principle of consensualism affirms that an agreement is binding upon the achievement of an agreement between the parties regarding the main

¹Ahmad Aniq and Denny Suwondo, 2023, Legal Analysis of the Ovo Application Use Agreement from a Civil Law Perspective, Sultan Agung Scientific Journal, ISSN: 2963-2730, p. 557

²Subekti, 2005, Contract Law, Intermedia, Jakarta, p. 1.

³R. Soeroso, 2010, Underhand agreement, Sinar Grafika, Jakarta, p.4.

⁴Subekti, 1995, Contract Law, Intermedia, Jakarta, p. 2.

matters, as stated in Article 1320 of the Civil Code. This principle reflects the importance of mutual free will (*consensus ad idem*) in the formation of an agreement. On the other hand, the principle of good faith as stated in Article 1338 Paragraph (3) of the Civil Code requires that the parties act honestly and fairly in implementing the agreement. According to Mariam Darus Badruzaman, this principle has two dimensions, namely subjective good faith which concerns honesty of intention, and objective good faith which concerns propriety in implementation.⁵ Meanwhile, the principle of *pacta sunt servanda* asserts that every legally entered into agreement is valid as law for the parties making it. However, in practice, this principle cannot be applied absolutely, especially to standard agreements, as it can lead to injustice for the weaker party.⁶

Furthermore, the principles of personality and balance also strengthen the principle of justice in contractual relationships. Under Article 1315 of the Civil Code, an agreement is binding only on the parties who make it, except in certain cases as regulated by Article 1317 of the Civil Code. The principle of balance has developed as a corrective principle to modern contractual practices, particularly standard agreements, which tend to be unilateral.⁷ According to Agus Yudha Hernoko, the principle of balance requires that the legal relationship between the parties be proportional, so that the rights and obligations arising from the agreement do not oppress each other.⁸ Agreements create reciprocal relationships, but in practice, the fulfillment of obligations under reciprocal agreements often does not proceed linearly. Reciprocal agreements require the fulfillment of rights and obligations that are causal and simultaneous. When one party fails to fulfill its obligations (default), civil law grants the other party the right to defend itself. One of the legal doctrines of material defense recognized in Indonesian contract law is *Exceptio non adimpleti contractus*.

The principle of *exceptio non adimpleti contractus* is a rebuttal in a reciprocal agreement that can be used by one party if the other party has not fulfilled its obligations, so that the party can postpone the fulfillment of its performance. The application of this doctrine raises legal issues when it is related to agreements made or stated in a notarial deed, considering that an authentic deed has perfect and binding evidentiary power. Notarial deeds play a role in providing legal certainty to the legal relationship between the parties, but the implementation of the rights and obligations stated therein can still give rise to disputes if one party does not fulfill its performance.

⁵Mariam Darus Badruzaman, 2001, *Compilation of Contract Law*, Citra Aditya Bakti, Bandung, p. 35.

⁶Sri Gambir Melati Hatta, 2016, *Application of the Pacta Sunt Servanda Principle in Standard Agreements in Indonesia*, *Journal of Law and Development*, Vol. 46 No. 3, p. 412.

⁷Agus Yudha Hernoko, 2014, *Contract Law: The Principle of Proportionality in Commercial Contracts*, Kencana, Jakarta, p. 72.

⁸Rachmadi Usman, 2012, *Contract Law in the Perspective of National Law*, Mandar Maju, Bandung, p. 56.

This issue was evident in the dispute between FR and MRS in Samarinda regarding the transfer of interests in CV AP and IUP. In this case, the Defendant used the exception of non adimpleti contractus on the grounds that the Plaintiff had not fulfilled its obligations. The dispute related to the Notarial Letter of Agreement and the Deed of Amendment to the Articles of Association of CV AP continued to the cassation level through Supreme Court Decision Number 1687 K/Pdt/2026, which declared both documents null and void. This series of cases raised issues regarding the legal certainty of the application of the exception of non adimpleti contractus and its implications for the binding force of legal relationships set forth in Notarial documents.

2. Research Methods

This type of research is normative legal research. The approaches used are case study and statute approaches. The data used is secondary data sourced from primary, secondary, and tertiary legal materials. The data collection method uses library research (document study). The analysis used is prescriptive.

3. Results and Discussion

3.1 Legal Certainty of the Application of the Doctrine of *Exceptio non adimpleti contractus* in Agreements Made Based on Notarial Deeds in Samarinda

Exceptio non adimpleti contractus is a doctrine related to this situation. In a reciprocal agreement, a party who has not yet received performance from the other party may file a counterclaim against a demand for performance based on the non-fulfillment of the demanding party's obligations. The application of this doctrine cannot be separated from the content of the agreement and the fulfillment of the parties' obligations. The relationship between the unfulfilled performance and the required performance is crucial in determining each party's legal standing.⁹

The provisions regarding reciprocal agreements in the Civil Code provide the basis for this relationship. Article 1267 of the Civil Code gives the injured party the option of demanding fulfillment or cancellation of the agreement, along with compensation for costs, losses, and interest. Article 1478 of the Civil Code also demonstrates the reciprocal relationship of performance in a sale and purchase by granting the seller the right to postpone delivery of goods until the buyer has paid the price, unless payment has been agreed upon in advance. These provisions

⁹Ray Irawan Al-Madrusi and Fully Handayani Ridwan, 2022, "Implications of Applying the Principle of Exceptio Non Adimpleti Contractus in Agreements to Deeds Made," Kertha Semaya: Journal of Legal Studies, Vol. 10, No. 8, pp. 1860–1883

demonstrate that the implementation of performance in a reciprocal agreement is related to the performance of the other party.¹⁰

A Notarial Deed has strong evidentiary power in the legal relationship between the parties, but the fulfillment of the performance remains the responsibility of each party. This issue is seen in the dispute between FR and MRS in Samarinda regarding the transfer of interests in CV AP and IUP worth IDR 6,000,000,000.00. FR demanded the payment of the remaining payment, while MRS used the exception of *non adimpleti contractus* on the grounds that FR had not fulfilled its obligation to provide data and documents. The dispute was examined through several levels of justice, with differing assessments regarding the fulfillment of each party's obligations. At the cassation level, the Supreme Court through Decision Number 1687 K/Pdt/2026 assessed that MRS had used CV AP and IUP and made changes to the management, but had not completed the payment to FR. Based on these considerations, the Supreme Court granted FR's appeal, declared that MRS had committed an unlawful act, and declared the Agreement Letter dated December 21, 2021 and the Deed of Amendment to the Articles of Association of CV AP Number 12 dated January 21, 2022 and its derivatives null and void.

Exceptio non adimpleti contractus is a deflection in a reciprocal agreement that allows one party to suspend its performance if the opposing party has not fulfilled its obligations. Its application is based on the reciprocal relationship and the relationship between the parties' performance, as reflected in Article 1338, Article 1267, and Article 1478 of the Civil Code. In the case of FR and MRS, the High Court considered that both parties had not fulfilled their obligations, while the Supreme Court considered that MRS had obtained benefits from CV AP and IUP even though it had not completed the payment. Therefore, *exceptio non adimpleti contractus* cannot be used to avoid obligations, but only as a basis for suspending performance which must be applied proportionally based on the relationship of obligations and the implementation of the agreement by the parties.

Legal certainty in the application of *exceptio non adimpleti contractus* is therefore related to the existence of consistent measures regarding the relationship between the parties' performance. The High Court decision that accepted the relationship between the obligation to provide documents and payment provides a measure that the performance of the opposing party can be a basis for delay. The Supreme Court decision provides an additional measure that the circumstances of the party requesting *exceptio non adimpleti contractus* and the implementation of its own obligations must still be taken into account. The application of *exceptio non adimpleti contractus* is not only based on the order of

¹⁰Hasna Farida Brilianto and Devi Siti Hamzah Marpaung, 2022, "Exceptionio Non Adimpleti Contractus in Cases of Default in Sales and Purchase Agreements," *Widya Yuridika: Jurnal Hukum*, Vol. 5, No. 2, p. 253

who has not fulfilled their obligations, but also on the relationship between performance and the actual implementation of the agreement.

This condition is in line with the development of studies on *exceptio non adimpleti contractus* which shows that the absence of regulations that explicitly formulate the conditions and limits of its application has caused this doctrine to develop through legal doctrine and court decisions.¹¹ This situation has an impact on legal certainty because the measure of application of *exceptio non adimpleti contractus* is very much determined by the judge's assessment of the relationship between the parties' obligations and the concrete circumstances in each case.

The difference in consideration between the High Court and the Supreme Court reveals two different measures. The High Court emphasized the failure of both parties to fulfill their obligations, while the Supreme Court also considered MRS's actions after obtaining benefits from the CV AP and IUP and failing to fulfill its payment obligations. This difference demonstrates that the failure of the opposing party to fulfill its obligations does not automatically grant the right to suspend its own performance. The application of the exception *non adimpleti contractus* remains dependent on the relationship of performance, the timing of the performance of the obligations, and the attitude of the party filing the objection in implementing the agreement.¹²

The application of the exception *non adimpleti contractus* in this case is not sufficient if there are unfulfilled obligations of FR and unpaid obligations of MRS. The relationship between the two obligations must be examined in terms of the content of the agreement and the stages of its implementation. In a reciprocal agreement, one obligation is essentially agreed upon in consideration of the other. Therefore, a delay in performance only has a strong basis when the counterparty's performance is indeed related to the performance demanded.¹³

The reciprocal relationship between MRS's obligation to pay the remaining price and FR's obligation to provide data and documents has a different form of performance. The High Court considered that both parties had not fulfilled their obligations, so the reason for the *exceptio non adimpleti contractus* was used to suspend payment. However, the Supreme Court then considered that MRS had obtained and used the benefits of CV AP and IUP even though the remaining payment had not been completed. Therefore, the application of the *exceptio non adimpleti contractus* is not only based on the non-fulfillment of the performance of the opposing party, but must also consider the implementation of the agreement, good faith, and the balance of the rights and obligations of the parties.

¹¹Johanes Maruli Burju, Komang Febrinayanti Dantes, and Putu Riski Ananda Kusuma, 2026, "The Principle of Exceptio Non Adimpleti Contractus in Cancellation of Agreements (Study of Decision No. 804/Pdt.G/2022/PN Dps)", Case Law: Journal of Law, Vol. 8, No. 1, p. 1

¹²Hasna Farida Brilianto and Devi Siti Hamzah Marpaung, Op.cit., p.261

¹³J. Satrio, 2001, Contract Law: Contracts Born from Agreements, Book I, Citra Aditya Bakti, Bandung, p. 293.

The issue of *exceptio non adimpleti contractus* in the FR and MRS case is also related to the sequence and timing of the performance of the performance. The High Court considered that both parties had not fulfilled their obligations, while the Supreme Court considered the implementation of the agreement as a whole, including the benefits received by MRS and outstanding obligations. Therefore, the application of the *exceptio non adimpleti contractus* must consider the maturity date, the sequence of performance, and the balance of the rights and obligations of the parties.

Legal certainty regarding the application of *exceptio non adimpleti contractus* therefore requires a standard that distinguishes between a contractually based suspension of performance and a suspension of performance used to avoid obligations. This standard should at least relate to the nature of the agreement as a reciprocal agreement, the relationship between the parties' performance, the sequence of obligations, and the good faith of the party filing the objection.¹⁴In this case, the difference in reasoning between the High Court and the Supreme Court demonstrates that this criterion has not been applied uniformly. The High Court emphasized the failure of both parties to fulfill their obligations, while the Supreme Court added an assessment of the benefits obtained and the actions taken by the party filing the objection. This difference in judgment directly impacts legal certainty for parties who use the exception of *non adimpleti contractus* as a basis for suspending performance.

Legal certainty is one of the fundamental values put forward by Gustav Radbruch in his objectives of law. Legal certainty requires the existence of positive law as a guideline, the application of law based on concrete facts, clear legal formulations, and relatively stable legal enforcement so that society can predict the legal consequences of its actions.¹⁵Gustav Radbruch's four elements of legal certainty demonstrate that the application of *exceptio non adimpleti contractus* has a basis in contract law, but does not yet have specific and detailed regulatory limits. Statutory regulations provide the basis for the binding force of agreements, good faith, default, and reciprocal performance relationships, while the limits of the application of *exceptio non adimpleti contractus* develop through interpretation and court decisions. This condition causes the certainty of its application to still depend on the assessment of the performance relationship and the concrete facts contained in each case.

The application of *exceptio non adimpleti contractus* remains within the limits of the binding force of the agreement as stipulated in Article 1338 Paragraph (1) of the Civil Code. This doctrine does not eliminate the obligations that have been

¹⁴Ipvivi Shangharani, 2014, Legal Analysis of Exceptio Non Adimpleti Contractus as a Basis for Postponing the Implementation of an Agreement, Thesis, Faculty of Law, Airlangga University, Surabaya, p. 2

¹⁵Gustav Radbruch, 2006, Statutory Lawlessness and Supra-Statutory Law", Oxford Journal of Legal Studies, Vol. 26, No. 1, p. 11.

agreed upon, but rather provides a basis for one party to suspend the fulfillment of its performance under certain circumstances. The right to suspend performance cannot be separated from the obligation to carry out the agreement in good faith as stipulated in Article 1338 Paragraph (3) of the Civil Code.

This relationship takes on special significance when the agreement is outlined in a document drawn up or legalized by a notary. The Agreement Letter dated December 21, 2021, which forms the basis of the parties' relationship, was legalized by an IPP notary. The legality of the parties' signatures, granted through legalization, does not alter the substance of their agreed contractual obligations. Payment obligations and obligations in the transfer process remain based on the parties' agreement. The notary is not responsible for the implementation of the agreed performance.¹⁶

The status of the notarial document must be distinguished from the obligations of the parties. A deed or document prepared or legalized by a notary provides evidentiary force in accordance with its form and the notary's authority in drafting it, but does not cause contractual obligations to be released from the agreed terms and conditions. Violations of payment obligations must still be assessed based on the agreement, and the reasons for suspending payment must also be assessed based on the performance relationship contained in the agreement.¹⁷

The Supreme Court's Decision No. 1687 K/Pdt/2026, which declared the Letter of Agreement dated December 21, 2021, and the Deed of Amendment to the Articles of Association of CV AP No. 12 dated January 21, 2022, null and void, demonstrates further legal consequences for documents relating to the parties' contractual relationship. The cancellation did not arise solely from the existence of *exceptio non adimpleti contractus*, but after the Supreme Court assessed MRS's overall actions, including the use of CV AP and the IUP, and the outstanding payment. This assessment differentiates between the reasons for suspending performance and the legal consequences of the agreement. *Exceptio non adimpleti contractus* is essentially a rebuttal to demands for performance. Its use does not automatically invalidate the agreement. Cancellation or termination of a contractual relationship requires a separate legal basis according to the circumstances and violations that occurred.¹⁸

The application of *exceptio non adimpleti contractus* does not remove the binding force of the agreement, but only grants the right to suspend performance based on the reciprocal relationship between the parties. In the FR and MRS cases, the Supreme Court concluded that the use of this doctrine must consider the entire implementation of the agreement, including the benefits obtained and obligations that have not been fulfilled. Therefore, the suspension of performance must be

¹⁶Habib Adjie, 2009, Civil and Administrative Sanctions against Notaries as Public Officials, Refika Aditama, Bandung, p. 47.

¹⁷GHS Lumban Tobing, 1999, Regulations on the Position of Notary, Erlangga, Jakarta, pp. 51–53.

¹⁸Ahmadi Miru, 2018, Contract Law and Contract Drafting, Rajawali Pers, Depok, p. 76.

carried out proportionally, in good faith, and not used as a means to avoid obligations after obtaining benefits from the agreement.

3.2 Legal Implications of the Doctrine of *Exceptio non adimpleti contractus* on the Binding Power of Notarial Deeds as Authentic Deeds in Samarinda

The power of an authentic deed is not only related to the document's form, but also to its evidentiary function. An authentic deed has external, formal, and material evidentiary power. External evidentiary power relates to the deed's ability to prove itself as an authentic deed, formal evidentiary power relates to the truth of matters explained or carried out before the official who made the deed, while material evidentiary power relates to the truth of the contents or statements contained in the deed.¹⁹

This evidentiary power provides a strong position for a notarial deed in the event of a dispute between the parties. A deed drawn up in accordance with statutory provisions is essentially evidence that can be used to prove the existence of legal acts, statements, rights, and obligations contained therein. This power does not mean that every content of the deed is always free from judicial scrutiny. The validity of the legal acts contained in the deed and the fulfillment of the parties' obligations can still be challenged if there are legal grounds to justify it.²⁰

The status of a deed as evidence also needs to be distinguished from the legal relationship that underlies its creation. A notary documents the will and information of the parties in a deed, in accordance with their authority, but they are not the parties to the agreement. The obligation to pay, deliver, perform, or fulfill certain requirements remains the obligation of the parties to the agreement. The deed provides evidence of the act or legal relationship, while the implementation of the agreement remains with the parties.²¹

The legal implication of the *exceptio non adimpleti contractus* doctrine on the binding force of a notarial deed as an authentic deed lies in the implementation of the legal relationship between the parties, not in the loss of the authentic nature of the deed itself. *Exceptio non adimpleti contractus* only provides a basis for certain parties to suspend their performance if there is a reciprocal relationship and the opposing party has not fulfilled its obligations. In the case of FR and MRS, the application of the objection must be assessed based on the entire implementation of the agreement, including MRS's actions in obtaining benefits from CV AP and IUP even though the payment obligation has not been completed.

¹⁹R. Subekti, 2007, Law of Evidence, Pradnya Paramita, Jakarta, p. 28

²⁰Fariz Rachman Iqbal, 2020, The Evidential Strength of Formally Defective Notarial Deeds (Case Study: Case Number 1769/K/Pdt/2011), Jurist-Diction, Vol. 3, No. 1, p. 80

²¹Habib Adjie, 2011, Cancellation and Revocation of Notarial Deeds, Refika Aditama, Bandung, p. 17

Supreme Court Decision Number 1687 K/Pdt/2026 indicates that the cancellation of the Letter of Agreement and the Deed of Amendment to the Articles of Association of CV AP is not an automatic consequence of the *exceptio non adimpleti contractus*. The cancellation is a legal consequence of an assessment of the overall relationship and actions of the parties. Thus, the *exceptio non adimpleti contractus* does not immediately eliminate the authentic force of the Notarial deed, but it can affect the implementation and binding force of the legal relationship set forth in the deed if there is a subsequent court decision declaring the agreement or legal act null and void.

The notary's position must also remain separate from the interests of the parties to the agreement. Notaries exercise the authority to create or perform notarial acts on documents in accordance with statutory provisions. The obligation to pay, submit documents, make transfers, or fulfill other obligations is the obligation of the parties. Therefore, the use of the *exceptio non adimpleti contractus* by one party does not automatically give rise to a notary's fault or legal liability as long as the notary has exercised their authority in accordance with applicable provisions.²²

The most obvious legal implication lies in the relationship between the binding force of an agreement and the evidentiary force of a deed. As long as the agreement remains in effect, the contents of the agreement as outlined in the deed remain the basis for the parties to fulfill their rights and obligations. *Exceptio non adimpleti contractus* only provides room for suspending performance under circumstances justified by the reciprocal relationship. When a court subsequently declares an agreement void, the basis of the contractual relationship changes, and the parties' obligations are no longer assessed solely on the basis of the agreement's validity.

This distinction demonstrates that the binding force of a notarial deed is not identical to the deed's immunity from cancellation. An authentic deed has perfect evidentiary force, but the validity of the legal acts contained therein remains subject to the law governing the agreement. Thus, *exceptio non adimpleti contractus* can affect the implementation of obligations stemming from the deed, while changes to the validity of a deed or agreement require separate legal basis and assessment.

A notarial deed, as an authentic deed, has strong evidentiary power, but a distinction must be made between the deed's position as evidence and the implementation of rights and obligations arising from the agreement. The application of the *exception non adimpleti contractus* is essentially only related to the postponement of fulfillment of performance in a reciprocal agreement and does not automatically eliminate the authentic nature or evidentiary power of the

²²Habib Adjie, 2021, Indonesian Notary Law: A Thematic Interpretation of the Notary Law, Refika Aditama, Bandung, p. 47.

notarial deed. Thus, disputes regarding the default and implementation of the parties' obligations do not necessarily cause the deed to lose its status as an authentic deed.

The legal implications arising from the use of *exceptio non adimpleti contractus* primarily relate to the implementation of the parties' obligations. In the FR and MRS cases, this doctrine was used as a basis for suspending payments due to FR's obligations being deemed unfulfilled. However, Supreme Court Decision Number 1687 K/Pdt/2026 indicates that the cancellation of the Letter of Agreement and the Deed of Amendment to CV AP's Articles of Association is not an automatic result of the use of *exceptio non adimpleti contractus*, but rather based on the court's assessment of the overall legal relationship and actions of the parties.

Legal consequences for the binding force of a new contractual relationship arise when a court decision declares the agreement or legal act void. This cancellation must be distinguished from the degradation of the deed due to a violation of the provisions of the UUJN. Therefore, *exceptio non adimpleti contractus* implies a suspension of the performance of the obligation, while cancellation of the agreement can terminate the binding force of the legal relationship set out in the Notary's document, without immediately eliminating the Notary's position as a public official.

4. Conclusion

The legal certainty of the application of *exceptio non adimpleti contractus* has not been fully fulfilled because there are no specific regulations regarding the conditions and limits of its application. Its application still depends on the reciprocal relationship of performance, good faith, and the interpretation of the judge, so there is no uniform limit of application. The legal implications of *exceptio non adimpleti contractus* on Notarial deeds are basically related to the implementation of performance, not eliminating the authentic nature of the deed. Cancellation of a Notarial agreement or document, as in Supreme Court Decision Number 1687 K/Pdt/2026, is the result of a court decision regarding the legal relationship of the parties, while the authentic nature of the deed remains assessed based on the provisions of the Notary Law.

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