

## Legal Responsibility of Notaries for the Underhanded Warranty of Letters and the Making of Power of Attorney Deeds in Nominee Practices for Land Rights (Study of Tanjungpinang District Court Decision Number 66/Pdt.G/2020/PN Tpg)

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**Abstract.** *A notary is a person who makes deeds or documents that have legal force in a legal process. A notary is an extension of the government. A notary has the authority to conduct *waarmerking* of private deeds. This is reflected in Decision Number: 66/Pdt.G/2020/PN.Tpg, where the court declared a *waarmerking* of a statement letter that had been *waarmerked* because it was contrary to the laws and regulations of the Republic of Indonesia. This study aims to analyze the legal consequences of a private letter that was *waarmerked* if it is contrary to the law in the Tanjungpinang District Court Decision Number 66/Pdt.G/2020/PN Tpg, the legal responsibility of a notary for *waarmerking* of private letters and the creation of a power of attorney in the decision and an example of a private deed *waarmerked* by a notary. The type of research used in this study is normative research using a statute approach, a case approach, and a conceptual approach. The data source in this study is secondary data obtained through literature study. The data obtained were analyzed using prescriptive methods. The results of the study show the legal consequences of private letters that are *waarmerking* if they conflict with the law in the Tanjungpinang District Court Decision Number 66/Pdt.G/2020/PN Tpg, *waarmerking* is essentially only the administrative authority of a Notary as regulated in Article 15 paragraph (2) letter b of Law Number 2 of 2014 concerning the Position of Notary. The responsibility of the Notary who carries out *waarmerking* in Decision Number 66/Pdt.G/2020/PN.Tpg. If the cause of the letter conflicts with statutory regulations, *waarmerking* does not prevent the judge from declaring the legal act null and void. Decision Number 66/Pdt.G/2020/PN.Tpg. The notary's liability in Decision Number 66/Pdt.G/2020/PN Tpg does not solely arise from the act of *waarmerking*, but is assessed based on the notary's overall actions, including the creation of a power of attorney deed which is a series of nominee practices, elements of error, loss, and causal relationship as per Article 1365 of the Civil Code. It is necessary to improve the regulations regarding*

*waarmerking authority in the Notary Law and its implementing regulations, and the supervision of the Indonesian Notary Association towards Notaries, in exercising the authority to conduct waarmerking should not only be oriented towards administrative aspects in the form of document recording, but also prioritize the principle of prudence (prudential principle), professionalism, independence, and compliance with the provisions of laws and regulations and the Notary Code of Ethics.*

**Keywords:** Accountability; Notary; Waarmerking.

## 1. Introduction

In the dynamics of social life and increasingly broad interactions between individuals, deviations from prohibited agreement clauses often occur, because in their implementation, society often ignores the provisions of Article 1320 of the Civil Code which states that for an agreement to be valid, it must fulfill four conditions. The provisions of Article 1320 of the Civil Code which form the basis for whether an agreement is valid or not must of course be accommodated by every person or legal entity who will make an agreement, in the case of an agreement which can be called a private deed, namely if it is legalized and notarized by a notary.<sup>1</sup>

As time goes by, the demand for documents for administrative matters increases. Sometimes, documents need to be authenticated before they can be used officially. The need for document authentication is the beginning of the existence of waarmerking, legalization, and finally notarial deeds. The Notary Law (UUJN) states the importance of a notary. A public official makes authentic deeds, including waarmerking and legalization. A notary is the one who makes deeds or documents that have legal force in a legal process. Notaries are extensions of the government. The state has entrusted notaries to carry out some state affairs or duties, particularly in the field of civil law. One of the products produced or created by a notary, as regulated in Article 1868 of the Civil Code, is a deed made in a form determined by law or made before an authorized public official at the location where the deed was made. Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Notary Position clearly authorizes notaries to make authentic deeds. Therefore, a notary is a public official who is authorized to make authentic deeds and has other powers as referred to in the law.<sup>2</sup>

The demand for documents that need to be legalized for administration will continue to increase, the need to legalize or legalize a document is the beginning

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<sup>1</sup>Kohar, (1984), Notaries Communicating, Bandung: Alumni, p. 34.

<sup>2</sup>Kholidah, Putra Halomoan Hasibuan, Muhammad Reza Alamsyah and et al., (2023), Notaries and PPAT in Indonesia: Application of Theory and Practice in Making Deeds, Yogyakarta: Semesta Aksara, p. 1.

of the term *Waarmeking*, Legalization, until the existence of Notarial Deeds. In practice, there are various forms of private deeds that are often submitted for *waarmerking*, South Jakarta District Court Decision Number 118 / Pdt.G / 2016 / PN.Jkt.Sel. In this case, the parties made a private debt acknowledgment agreement which was then registered (*waarmerking*) before a notary. One of the parties then challenged the validity of the agreement on the grounds that the contents of the agreement were contrary to the law (violating a lawful cause - Article 1320 of the Civil Code), there were indications of pressure or an imbalance in the positions of the parties. In its considerations, the panel of judges stated that, *Waarmerking* by the notary does not make the deed an authentic deed, but rather remains a deed under hand, the notary only provides a definite date (date certain), not guaranteeing material truth, because the substance of the agreement violates legal provisions, the deed can be cancelled. The problem becomes even more complex when private deeds that have been notarized are found to be legally flawed and are subsequently annulled by the court. This is reflected in Decision Number 66/Pdt.G/2020/PN.Tpg, in which the court declared a notarized statement void because it violated the laws and regulations of the Republic of Indonesia.

Although the practice of making private deeds that are then legalized or *waarmerking* by notaries is increasingly developing in modern society, academic studies that specifically examine the legal status and responsibility of notaries regarding the material validity of private deeds that are only registered (*waarmerking*) are still relatively limited. Most existing legal research tends to focus on authentic deeds as the main product of notary authority, while private deeds that receive administrative strengthening through *waarmerking* have not been analyzed in depth from the perspective of notary legal responsibility.

Therefore, this study has scientific urgency regarding the legal consequences of private letters that are notarized if they conflict with the law in the Tanjungpinang District Court Decision Number 66/Pdt.G/2020/PN Tpg and the legal responsibility of Notaries for notarizing private letters and making power of attorney deeds in the decision. Thus, this study contributes to analyzing the legal consequences of private letters that are notarized if they conflict with the law in the Tanjungpinang District Court Decision Number 66/Pdt.G/2020/PN Tpg and the legal responsibility of Notaries for notarizing private letters and making power of attorney deeds in the decision.

## 2. Research Methods

The research method uses a normative legal research method (legal research), namely using legal material sources in the form of statutory regulations, legal theory and doctrine.<sup>3</sup> Approach method Statute Approach, Case Approach,

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<sup>3</sup>Muhaimin, *Legal Research Methods*, ed. Fatia Hijriyanti, 1st ed. (Mataram: Mataram University Press, 2020).

Conceptual Approach. The nature of the research in this study is descriptive analytical. With this approach, the researcher not only presents facts or legal data descriptively, but also provides an in-depth analysis of the content and application of the law, especially in the legal responsibility of notaries for waarmeking private letters and making power of attorney deeds in the practice of nominee land rights. The tools used in collecting data for this study are literature/document studies and This research uses prescriptive legal material analysis withprovide an assessment of what should be according to law regarding legal events from the results of court decisions.<sup>4</sup>

### 3. Results and Discussion

#### 3.1. Legal Consequences of Underhand Letters That Are Waarmeking If They Contradict the Law in Tanjungpinang District Court Decision Number 66/Pdt.G/2020/PN Tpg

A notary as a public official has various duties and authorities and carries out his/her position. Article 15 paragraph (2) letter b of Law No. 2 of 2014 explains that a notary has one of the authorities to record private letters by registering them in a special book. This work is called registering private letters with a register code or waarmeking. In this waarmeking, a notary will register letters/documents in the private letter registration book brought by clients to him/her. The discussion studied by the researcher is related to the case in the TanjungPinang District Court Decision Number: 66/Pdt.G/2020/PN Tpg. This chronology begins with the Plaintiff filing a lawsuit for unlawful acts against Dr. Marc Van Loo as Defendant I, Notary Sri Rahayu as Defendant II, and PT. Galang Batang Indah as Defendant III related to the control of a plot of land measuring 10,040m<sup>2</sup> based on the Building Use Rights Certificate Number 13 of 1997 located in Gunung Kijang Village, Bintan Regency. This case was filed by the Convention Plaintiff/Reconventional Defendant with a lawsuit letter dated August 31, 2020 which was received and registered at the Tanjungpinang District Court Clerk's Office on September 3, 2020 under register number 66/Pdt.G/2020/PN Tpg. The Plaintiff filed a lawsuit for unlawful acts against Dr. Marc Van Loo as Defendant I, Notary Sri Rahayu as Defendant II, and PT Galang Batang Indah as Defendant III relating to the control of a plot of land measuring 10,040 m<sup>2</sup> based on Building Use Rights Certificate Number 13 of 1997 located in Gunung Kijang Village, Bintan Regency.

According to the Plaintiff, although the purchase of the land used funds belonging to Defendant I who is a Dutch citizen, legally the land rights remain with the Plaintiff as the party whose name is listed in the Building Use Rights Certificate. However, at the direction of Defendant I, the Plaintiff was asked to sign a Statement Letter dated August 1, 2003 which was then waarmeking by Defendant

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<sup>4</sup>Peter Mahmud Marzuki, (2021), Legal Research, Jakarta: Kencana Prenada Media Group, p. 93.

II, which in essence stated that the ownership of the land actually rests with Defendant I. Furthermore, a Power of Attorney Number 01 dated August 1, 2003 was also made in the presence of Defendant II which gave authority to Defendant I to manage and control the disputed object.

The plaintiff is of the opinion that the creation of the statement and power of attorney is contrary to Article 21 paragraph (1) of Law Number 5 of 1960 concerning Basic Agrarian Regulations, which adheres to the principle of nationality and only allows Indonesian citizens or certain Indonesian legal entities to have rights to land in Indonesia. Therefore, the actions of Defendant II in creating and waarmarking the statement are deemed to have legitimized the practice of legal smuggling (*fraus legis*) in order to indirectly grant control of land to foreign citizens.

In addition, the Plaintiff asserted that the Power of Attorney Number 01 of 2003 cannot be separated from the previously made statement letter, so that both are a series of legal acts aimed at transferring control of the land to Defendant I through PT Galang Batang Indah. According to the Plaintiff, the construction does not meet the requirements of a valid agreement as stipulated in Article 1320 of the Civil Code, especially regarding permissible causes (*permissible causes*), so that both documents should be declared null and void. In its development, the disputed land was physically controlled by Defendant III and a business facility in the form of Lola Resort has been built. This control, according to the Plaintiff, is a consequence of the use of a statement letter and power of attorney that are contrary to the law and is a form of control of land rights by a foreign citizen disguised through a company in Indonesia.

After going through the trial process, the Tanjungpinang District Court in Decision Number 66/Pdt.G/2020/PN Tpg The Panel of Judges stated that it granted all of the Plaintiff's claims, the actions of Defendant I, Defendant II as Notary, and Defendant III were proven to fulfill the elements of an unlawful act. Consequently, Power of Attorney Number 01 dated August 1, 2003 and the Statement Letter dated August 1, 2003 made and notarized by Defendant II were declared unlawful and null and void. In Indonesian law, notarization and legalization have implications for evidence in court. Notarization is the act of a notary stamping or marking a document that has been signed by the parties, without guaranteeing the contents of the document. In this case, the notary only confirms the registration date in a special book on the private letter. Consequently, notarization only provides evidentiary power as a strengthened private letter, but its truth can still be denied by other parties in court. Meanwhile, legalization has stronger evidentiary power because the notary directly witnesses the signing of the document by the parties and confirms their identity and presence.

While still classified as a private document, legalization provides greater validity due to the formal notarization of the signatures and the parties involved. Therefore, in the context of evidence in court, legalization carries stronger

evidentiary weight than a *waarmerking*, although neither is equivalent to an authentic deed.<sup>5</sup> Legally, the *waarmerking* as regulated in Article 15 paragraph (2) letter b of Law Number 2 of 2014 concerning the Position of Notary only provides certainty regarding the date of registration of the document and the identity of the parties who signed the document. *Waarmerking* does not change the nature of the private deed into an authentic deed nor does it provide a guarantee of the material truth of the contents of the document.

The Panel of Judges in Decision Number 66/Pdt.G/2020/PN.Tpg stated that the Statement Letter dated August 1, 2003 and Power of Attorney Number 01 dated August 1, 2003 constitute a series of legal acts aimed at granting control of land to foreign citizens through the use of the name of an Indonesian citizen (nominee arrangement). These acts are contrary to Article 21 paragraph (1) of Law Number 5 of 1960 concerning Basic Agrarian Principles which adheres to the principle of nationality. Because the cause of the agreement is contrary to the law, then based on Article 1320 Jo. Article 1337 of the Civil Code the objective conditions of the agreement are not met so that the document is declared null and void.

Thus, a *waarmerking* does not prevent the judge from assessing the substance of the document. The judge retains the authority to examine whether the contents of the agreement meet the requirements for a valid agreement and whether the purpose of the agreement is contrary to law, morality, or public order. One important implication of this decision is that it emphasizes that the existence of a *waarmerking* is not a justification for an unlawful act. The Panel of Judges considered that the use of a *waarmerking* Statement and Power of Attorney constituted a series of legal smuggling (*fraus legis*) to circumvent the prohibition on land ownership by foreign nationals. Therefore, even though the document has obtained a certainty of date through a *waarmerking*, the parties can still be held civilly liable if they are proven to have committed an unlawful act as referred to in Article 1365 of the Civil Code.<sup>6</sup> This consequence emphasizes that proving the existence of an unlawful act takes precedence over the administrative formalities of a document. This ruling represents an important development in notarial practice because the Panel of Judges not only assesses the actions of the parties but also the actions of the Notary who performs the *waarmerking*.

The judge held that a notary is obligated to uphold the principles of prudence, independence, and professionalism in all legal services. Although a *waarmerking* normatively only provides certainty regarding the date and signature, a notary is still prohibited from facilitating legal acts that clearly conflict with statutory provisions. Therefore, if the notary knows from the outset that the contents of the letter are intended to circumvent legal provisions, particularly the prohibition on

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<sup>5</sup>Sunardi, (2022), Indonesian Notary Law Volume I, Bandung: CV. Media Sains Indonesia, p. 52.

<sup>6</sup>Muh. Fachrul Rochman, Sudirman, and Wahyudi Umar, Legal Analysis of the Limits of Notary Liability in Disputes over Authentic Deeds in Civil Cases, Unes Journal of Swara Justisia, Vol 10. 1 (2026), 88-98.

land ownership by foreign nationals, then the act of *waarmerking* can be considered a form of professional negligence that gives rise to legal liability.

The result of this action is to broaden the meaning of the principle of caution in the Notary's office so that it is not only limited to the formal administrative aspects, but also includes the obligation to ensure that the office's services are not used as a means of legal smuggling.<sup>7</sup> When linked to Gustav Radbruch's theory from a legal certainty perspective, this ruling clarifies the limits of a notary's authority to issue a *waarmerking* and strengthens protection of the principle of nationality in Indonesian land law. Furthermore, this ruling serves as a guideline that any document that conflicts with the law can still be declared null and void even after obtaining a *waarmerking* from a notary.

### **3.2. Legal Responsibility of Notaries for the *Waarmerking* of Private Letters and the Making of Power of Attorney Deeds in Decisions**

At the time of registration, the deed has essentially been completed and signed by the relevant parties. Therefore, the Notary's function in the *waarmerking* process is not to compile or create the contents of the deed, but rather merely to perform administrative recording of the pre-existing document. Therefore, it is very possible that the date of the deed's creation differs from the date of its registration (*waarmerking*) by the Notary. From a legal evidentiary perspective, *Waarmerking* does not transform a private document into an authentic deed and does not guarantee its material truth. *Waarmerking* can provide evidence of the document's existence and registration date. The inclusion of the Notary's official stamp and signature on the document does not change its legal status to an authentic deed or increase its evidentiary power. *Waarmerking* (Register) means that the document/letter in question is registered in a special book prepared by the notary. This is usually done if the document/letter has been signed in advance by the parties, before being submitted to the notary concerned.

A notary's responsibility for carrying out a notarization is essentially limited to the administrative act of recording or registering a private document in a special notarization register. This responsibility does not extend to the material accuracy of the document's contents, the identities of the signing parties, or the authenticity of the signatures contained in the document.<sup>8</sup> Thus, a notary's registration cannot be interpreted as a form of validation of the substance of the agreement or a guarantee of the validity of the legal relationship arising from the document. Through this mechanism, a notary only provides administrative certainty that a document has been registered on a specific date, without

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<sup>7</sup>Athifa Isro Aini, Iskandar Muda and Chandra Yusuf, Implications of Notarial Deeds that Do Not Apply the Principle of Prudence (Study of Decision Number 2750 K/PDT/2018), *Journal Syntax Idea* Vol. 6.10 (2024), 6244-6263.

<sup>8</sup>Ananta Trifani, Surastini Fitriasih, The Role of a Notary as a Third Party in a Private Agreement that is *Waarmerking*, *Journal of Islamic Law and Islamic Social Institutions*, Vol. 10. 1 (2022), 133-143.

assessing the validity of the document's contents or the legal relationship underlying it.

Functionally, a notarization aims to provide certainty regarding the existence of a letter or agreement so that its existence can be known and proven if a legal dispute arises between the parties in the future. This function is expected to minimize the possibility of default or denial of the document's existence by one of the interested parties. However, registration by a notary does not create or change the rights and obligations of the parties, because the legal relationship is established when the parties reach an agreement and sign the letter or agreement privately, not when the document is registered through the notarization mechanism.

Therefore, the Notary's responsibility in carrying out the *waarmerking* is essentially limited to providing certainty regarding the document registration date and recording that on that date the parties have submitted the letter for registration in the Notary's register. Beyond these administrative aspects, the Notary is not responsible for the material accuracy of the document's contents or the legal consequences arising from the legal relationship agreed upon by the parties.<sup>9</sup> However, a Notary's liability may arise if, based on his/her knowledge, involvement, or series of actions, the notary knows or should have known that the document was being used to commit legal smuggling. The notary's liability in the Tanjungpinang District Court in Decision Number 66/Pdt.G/2020/PN Tpg can be analyzed based on the close relationship between the Deed of Power of Attorney Number 01 and the *waarmerking* Statement Letter, indicating that the two documents constitute a series of transactions supporting the practice of nominee arrangements. Although the decision does not explicitly state the Notary's intent, from an academic perspective and based on the Notary's official obligations, there is a basis for assessing professional negligence because the Notary should be able to identify indications of legal smuggling against the principle of nationality in agrarian law. This negligence contributes to the emergence of disputes and gives rise to potential administrative, ethical, and even civil liability if all elements of liability can be proven.

Tanjungpinang District Court in Decision Number 66/Pdt.G/2020.PN.Tpg Notary in conducting *waarmeking* because the Statement Letter under hand and the Deed of Power of Attorney of Defendant I with Defendant III constitutes an agreement for them, where the contents or material of the Statement Letter under hand and the Deed of Power of Attorney made by the Notary are contrary to the law or violate the law, so that the Panel of Judges of the Tanjungpinang District Court concluded that the Notary in this case has committed an unlawful act in the civil field referring to the provisions of Article 1365 of the Civil Code which states, Every

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<sup>9</sup>Hanifah Indriyani Anhar, Legal Consequences of Notarial Deeds That Do Not Comply with Article 38 of Law Number 2 of 2014 Concerning the Position of Notary, *Officium Notarium* Vol. 4. 2 (2024), 316-339.

unlawful act that causes loss to another person, requires the person whose fault causes the loss, to replace the loss.

The qualification of notarial acts based on the content or material of the private statement letter and the power of attorney deed of Defendant I with Defendant III as a determination of the existence of an act that is contrary to the law must be based on an analysis of the elements of Article 1365 of the Civil Code. The existence of an act of making a power of attorney deed number 01 dated August 1, 2003; and conducting a *waarmerking* of the statement letter number 40/*waar/viii*/2003 on the same date. Both of these actions are legal actions carried out by a Notary in exercising his authority based on the Notary Law. Therefore, the element of the existence of an act has been fulfilled because there is a real action carried out by the Notary in his official capacity.

There is an act that is contrary to the law. Based on the decision, the Panel of Judges stated that the Declaration Letter that was *waarmerking* is contrary to the provisions of statutory regulations, especially Article 21 paragraph (1) and Article 26 paragraph (2) of Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA) because it is a form of nominee practice or legal smuggling that provides land ownership benefits to foreign citizens. When linked to the position of Notary, the element of being against the law is not solely because the Notary carried out *waarmerking*, but because the Notary is suspected of not carrying out the duty of prudence as stipulated in Article 16 paragraph (1) letter a of the Notary Law, namely acting honestly, carefully, independently, impartially, and protecting the interests of the parties. Thus, if the Notary knows or should know that the document is intended to avoid the prohibition on land ownership by foreign nationals, then his actions can be qualified as an act that is contrary to his legal obligations.

The existence of errors can be intentional (*dolus*) or negligence (*culpa*). In Decision Number 66/Pdt.G/2020/PN.Tpg, the Panel of Judges did not expressly state that the Notary had the intention to assist the nominee practice. Therefore, the element of error is more appropriately analyzed in the form of professional negligence. In such conditions, the Notary should apply the prudential principle before providing notarial services. Thus, the element of error can be considered fulfilled in the form of *culpa*, as long as it can be proven that the Notary was negligent in carrying out his/her official duties. The existence of Losses (*Schade*) is a consequence suffered by another party due to an unlawful act. In this case, the losses that arose included, losses for the Plaintiff, in the form of a dispute regarding the ownership status of land legally registered in his/her name, legal losses, namely the creation of legal uncertainty due to the use of notarial instruments to support nominee practices, losses to the legal interests of the state, because the principle of nationality in the UUPA has the potential to be violated through the use of these documents.

The loss became the basis for the Plaintiff to file a lawsuit to annul the document that was the object of the dispute. There is a causal relationship between the Notary's actions and the losses incurred. In Decision Number 66/Pdt.G/2020/PN.Tpg, the causal relationship is not direct, because the main cause of the emergence of the nominee practice is the will of the parties themselves who agreed to use the name of an Indonesian citizen to obtain land rights. However, the Notary's actions in the form of making Deed of Power of Attorney Number 01 and implementing the *waarmerking* of the Statement Letter have provided formal legality to the series of legal relationships. Thus, the Notary's actions have a causal relationship in the sense of contributing to the emergence of the dispute and the occurrence of losses, although not being the main cause. Therefore, the causal relationship can be assessed as an indirect causal relationship but also allows for the occurrence of losses.

The responsibility of a notary can arise if there is an error made in carrying out his/her duties and the error causes a loss to the person requesting the notary's services in this case, an error may occur during the deed-making process. This is in line with Hans Kelsen's theory of legal responsibility which emphasizes that a person can only be held accountable if there is a relationship between an act that is not carried out with the principle of caution and an error that can be accounted for to the perpetrator (fault liability) due to professional negligence, and responsibility based on Article 1365 of the Civil Code. In this case, the status of a Notary as a public official in making a deed actually strengthens the level of error and legal responsibility because the position and authority held are used to facilitate the occurrence of a Private Statement and a Deed of Power of Attorney of the parties that are contrary to the law or violate the law.

#### 4. Conclusion

*Waarmerking* does not change a private letter into an authentic deed and does not validate the material truth of its substance. If the cause of the letter is contrary to statutory regulations, *waarmerking* does not prevent the judge from declaring the legal act null and void. Decision Number 66/Pdt.G/2020/PN.Tpg has broader consequences for notarial practices in Indonesia in terms of legal protection against the substance of legal acts that conflict with statutory regulations, while strengthening the preventive function of the Notary's office so that it is not solely oriented towards formal administrative aspects, but also prioritizes the principles of prudence, legal certainty, and protection of national legal order in every exercise of its authority. The notary's liability in Decision Number 66/Pdt.G/2020/PN Tpg does not arise solely from the act of *waarmerking*, but is assessed based on the notary's overall actions, including the creation of a power of attorney deed which is a series of nominee practices, elements of error, loss, and causal relationships as stipulated in Article 1365 of the Civil Code. It is recommended that the regulations regarding the *waarmerking* authority in the Notary Law and its implementing regulations be refined, particularly by providing

stricter limits on the obligation of Notaries to refuse to waarmed underhand letters or agreements that are clearly contrary to laws and regulations, public order, or morality. These regulations are necessary to provide legal certainty regarding the scope of Notary responsibilities while preventing the misuse of the waarmeding mechanism as a means of legitimizing legal acts containing elements of legal smuggling (*fraus legis*). The Indonesian Notary Association's supervision of Notaries, in exercising their waarmeding authority, should not only be oriented towards administrative aspects in the form of document recording, but also prioritize the principles of prudence (prudential principle), professionalism, independence, and compliance with the provisions of laws and regulations and the Notary Code of Ethics. If there is an indication that the letter or agreement submitted aims to avoid legal provisions or has the potential to give rise to unlawful acts, the Notary should provide legal counseling to the parties and refuse to carry out a waarmeding as a form of protection for legal certainty and to maintain the honor of the Notary's position as a public official.

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