

**JLPH:**
**Journal of Law, Politic
and Humanities**

E-ISSN: 2962-2816
P-ISSN: 2747-1985

<https://dinastires.org/JLPH> dinasti.info@gmail.com +62 811 7404 455

DOI: <https://doi.org/10.38035/jlph.v5i4>
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Notary's Responsibility for Authentic Deeds Made With Forged Letter (Case Study Decision No. 933 K/ Pid / 2023)

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Abstract: Accountability Notary Public to deed authentic made with letter false often found that makes Notary Public face to face with problem law . article This use The approach method used in this study is the Normative Juridical approach method because the main data used is secondary data, namely data obtained based on literature studies, related regulations, and publications from related parties . The following are results analysis from writing article This namely , a Notarial Deed that has perfect evidentiary power, but if it violates certain provisions, its evidentiary value will be degraded to having evidentiary power as a private deed and can also be submitted through the cancellation of the notarial deed in court. False information that is the basis of a notarial deed does not make the deed null and void by law. Parties who feel disadvantaged by the deed are required to file a Civil lawsuit with the Court with the aim of canceling the deed that is detrimental to them. If the court has applied a permanent legal basis, then the deed is null and void by law.

Keyword: Deed Notary, Letter Fake, Accountability Notary Public.

INTRODUCTION

An authentic deed is a valid document and can be perfect evidence. Perfect here means that the judge considers everything stated in the deed to be true, unless there is another deed that can prove that the contents of the first deed are wrong. Therefore, making an authentic deed is important. Having an authentic deed means that we have strong evidence or foundation in the eyes of the law. There are several reasons that support the legal force of an authentic deed. (Asiva Noor Rachmayani, 2015) An authentic deed is made before a state official so that its legality can be ascertained, plus that a state official does not have any bias in making an authentic deed. This is different from a deed that is made by oneself, even though it is witnessed by a third party, but it cannot be a guarantee. It is possible that the parties involved in making the deed deny their involvement. This can happen because they have their own interests. What makes an authentic deed have legal force is because an authentic deed has a deed minute that is kept by the state through a notary. It is very unlikely that an authentic deed will be lost. Not only that, if someone denies the contents or existence of an authentic deed, it will be easy to

check its truth. Therefore, one must be more careful if one wants to make or deny an authentic deed.

The principle of caution must be observed when making authentic deeds, especially those concerning agreements. The making of authentic deeds relating to agreements is usually accompanied by consequences or consequences if one party violates the agreement. This can cause someone to be involved in legal problems because authentic deeds that are equipped with penalty options will have the power of execution. (Indah Sari, 2017) . The point is that if you violate the agreement, you can be punished according to what has been agreed and stated in the deed. If this happens, there is nothing that can be done other than to fulfill the punishment, unless you have very strong evidence that the deed is invalid. Not a few notaries have problems in connection with the deeds they have made being declared private deeds or being null and void by law by a court decision as a result of legal defects being found in their making.

In the case of a Notary practicing in the city of Bekasi, it was proven legally and convincingly guilty of committing the crime of "falsifying authentic documents", Decision Number 933 K / Pid / 2023 That initially around May 2010, the defendant Tan Madra Pujianto offered the witness Suwayanto Wanggana (Victim) to buy 2 (two) Land Certificates covering an area of 3,370 M2 located on Jalan Cut Mutia, Bekasi City at a low price; That the victim wanted to buy it if the certificate was already in the possession of the defendant, then the defendant agreed to take care of it until there was a Land Certificate, a Deed of Sale and Purchase Agreement and a Deed of Sale and Purchase with the costs borne in advance (funded) by the defendant; That to fulfill, the victim then the defendant contacted the witness Endah Sri Wahyuni, SH, M.Kn (the defendant was charged in a separate file) who at that time worked as an intern at the Aristiawan Dwi Putranto Notary Office through Mr. Subiadi's heirs (deceased) to make a Deed of Sale and Purchase Agreement and Deed of Sale and Purchase against Certificate of Ownership Number 994/Margahayu an Muhamad Ateh Agustjik and Certificate of Ownership Number 4371/Margahayu. The case explains that the notary in carrying out his duties and positions in making deeds is not free from errors and mistakes. The existence of bad faith by the notary makes the deed made problematic. Faith is interpreted as trust, firm belief, intention, will that exists in a person, because of that it is difficult to guess and interpret by someone. Thus, the legal issue in writing this article is How is the accountability Notary Public Regarding Notarial Deeds Based on Forged Letters?.

METHOD

The approach method used in this study is the Normative Juridical approach method (Kartika & Laitupa, 2024) this is because the main data used is secondary data, namely data obtained based on literature studies, related regulations, and publications from related parties . Using characteristic study qualitative with method think deductive-inductive (Kartika & Laitupa, 2022).

RESULTS AND DISCUSSION

The principle of legality is the basis for humans who commit crimes, while the principle of error is the basis for making the person a criminal offense. This means that if the perpetrator makes a mistake when committing a crime, then he will be punished, which is done when someone makes a mistake, and this moment is the time when he has a connection with criminal responsibility. (Desa & Beratan, 2021) . When committing a crime, a person will be considered guilty if he can be blamed for his actions when viewed from a societal perspective. Notaries can be involved in criminal cases and they can even be held criminally responsible if they violate what is legally prohibited. This also applies if the person who made the mistake has the ability to be responsible, so that there is a relationship between the person who made the mistake and his intentional or negligent actions (culpa) so that there is no evidence that he can be forgiven and his mistakes erased. (Sabrina et al., 2024) .

In the case of court decision Number 933 K/Pid/2023 That initially around May 2010, the defendant Tan Madra Pujianto offered the witness Suwayanto Wanggana (Victim) to buy 2 (two) Land Certificates covering an area of 3,370 M2 located on Jalan Cut Mutia, Bekasi City at a low price; That the victim wanted to buy it if the certificate was already in the possession of the defendant, then the defendant agreed to take care of it until there was a Land Certificate, a Deed of Sale and Purchase Agreement and a Deed of Sale and Purchase with the costs borne in advance (funded) by the defendant; That to fulfill the victim, the defendant then contacted the witness Endah Sri Wahyuni, SH, M.Kn, (the defendant was charged in a separate file) who at that time worked as an intern at the Aristiawan Dwi Putranto Notary Office through Mr. Heirs of Subiadi (Deceased) to make a Deed of Sale and Purchase Agreement and Deed of Sale and Purchase for Certificate of Ownership Number 994/Margahayu in the name of Muhammad Ateh Agustjik and Certificate of Ownership Number 4371/Margahayu in the name of Zaini Marutowidigdo.

The Witness's confession that the Defendant's capital was 2 billion and the Witness's 8 billion and this was in 2010 with the land position still using a petok and would later be upgraded to SHM. In fact, the land already had a certificate in the name of MAA, ZM and P. And this was discovered after the person who took care of all the documents (WS) died. According to the statements of the witnesses and the defendant's statement connected with the evidence in the trial which each supports the other, it was obtained the fact that the Defendant had known about the Certificate of Ownership Number 994/Margahayu in the name of Muhamad Ateh Agustjik and Certificate of Ownership Number 4371/Margahayu in the name of Zaini Marutowidigdo, SH previously a Deed of Sale and Purchase Agreement (Deed of PPJB) Number 27 and Number 28 between Muhamad Ateh Agustjik and Zaini Marutowidigdo, SH (both are sellers) to witness Suwayanto Wanggana (as the buyer) along with the Deed of Power of Attorney to Sell Number 29 and Number 30 dated May 31, 2010 at Notary Aristiawan Dwi Putranto, SH, M.Kn. and the four deeds have never been canceled. Witness Suwayanto Wanggana through his attorney Mr. Matius Sayoga ordered the Defendant to conduct a check and then the Defendant found out that the Certificate of Ownership Number 994/Margahayu and Certificate of Ownership Number 4371/Margahayu received by Witness Suwayanto Wanggana had the stamp "Certificate Not Issued by the Bekasi City Land Office"

However, the Defendant still made a Deed of PPJB Number 1 dated September 1, 2011 from Mr. Muhammad Ateh Agustjik to Witness Tan Madra Pujianto and Deed of PPJB Number 1 dated April 11, 2013 from Mr. Zaini Marutowidigdo to Witness Tan Madra Pujianto. Furthermore, the Defendant upgraded both PPJB deeds to a Deed of Sale and Purchase. As a result of the Defendant's actions, Witness Suwayanto Wanggana suffered a material loss of Rp. 7,500,000,000.00 (seven billion five hundred million rupiah). Thus, the Defendant's actions have fulfilled the elements of the crime of Article 264 paragraph (1) of the Criminal Code (KUHP). Forgery of Authentic Deeds is an act against Criminal Law as stated in Article 264 paragraph (1) to 1 of the Criminal Code which reads: "Forgery of Documents is punishable by a prison sentence of eight years if committed against Authentic Deeds."

Sanctions aimed at Notaries are also a form of awareness that Notaries in carrying out their official duties have violated the provisions regarding the implementation of Notary duties as stated in the Notary Law, and to return the Notary's actions in carrying out their official duties to being orderly in accordance with the Notary Law, in addition to imposing sanctions on Notaries to protect the public from Notary actions that can harm the public, for example making deeds that do not protect the rights of the person concerned as stated in the Notary Deed. (Law et al., 2021) . The sanctions are to maintain the dignity of the Notary Institution, as a trusted institution, because if a Notary commits a violation, it can reduce public trust in Notaries (Imania et al., 2020) . The Notary Law that regulates the Notary Position contains provisions that are mandatory or are imperative legal rules to be enforced against Notaries who have committed violations in carrying out their duties and positions. The legal consequences

for a Notary who falsifies a letter in an Authentic Deed that he has made so as to harm others are that he will be liable as follows (Trisna et al., 2024) :

- (1) Accountability Civil Notary . Deed Notary who has strength perfect proof , but if violate provision certain , will degraded mark the proof become have strength proof as deed under hand , position deed Notary who then have strength proof as deed under hand is evaluation on a tool evidence . A deed stated null and void by law , then deed the considered No Once There is or No Once made , something that is not Once made No can made into base a demands in form replacement cost , replace make a loss And flowers . With thus should a deed Notary whose act is null and void by law No cause consequence For give replacement cost , replace make a loss or flower to the party in question in deed . Replacement cost , replace make a loss or flower can sued to Notary Public must with base on a connection law between Notary Public with for the party who feels disadvantaged as consequence direct from a deed Notary , then the person concerned can demand in a way civil to Notary . With Thus , the demands replacement cost , replace make a loss And flower to Notary Public No based on on evaluation or position a tool evidence that changes Because violate terms and conditions according to Article 84 of the Law Position Notary Public but only can based on on connection existing law or what happened between Notary Public with for facing .
- (2) Accountability Criminal Notary Impeachment sanctions criminal to Notary Public done throughout Limitations as the violated , meaning beside fulfil formulation the violation mentioned in Constitution Position Notary , code ethics Position Notary Public Also must fulfil the formulation mentioned in Book Constitution Law Criminal . Usually Articles used For demand Notary Public in implementation task position is The articles that regulate about act criminal forgery letter , namely Article 263, Article 264 and Article 266 of the Book Constitution Law Criminal .
- (3) Accountability Administrative Notary Public Subject administrative sanctions , namely Notary . Cause dropped sanctions That Because violate regulation applicable legislation , especially those relating to with Constitution Position Notary Public And various regulation its implementation

False information that is the basis of a notarial deed does not make the deed null and void. Parties who feel disadvantaged by the deed are required to file a civil lawsuit with the Court with the aim of canceling the deed that is detrimental to them. If the court has applied a permanent legal basis, then the deed is null and void.

CONCLUSION

Notarial Deeds that have perfect evidentiary power, but if they violate certain provisions, their evidentiary value will be degraded to having evidentiary power as private deeds and can also be submitted through the cancellation of notarial deeds in court. False information that is the basis of a notarial deed does not make the deed null and void by law. Parties who feel disadvantaged by the deed are required to file a Civil lawsuit with the Court with the aim of canceling the deed that is detrimental to them. If the court has applied a permanent legal basis, then the deed is null and void by law.

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