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## Notary Liability for Typographical Errors in Authentic Deeds from the Perspective of Legal Certainty

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**Abstract:** Typographical errors in authentic deeds are often perceived merely as correctable administrative mistakes with no significant legal consequences. However, in practice, such errors may alter the substance of the legal agreement and potentially cause losses to the parties involved. This raises a critical question regarding the liability of notaries as public officials and the extent to which typographical mistakes may affect the legal certainty of authentic deeds. This study aims to analyze notary liability for typographical errors and its implications for legal certainty and legal protection of the parties. This research employs a normative juridical method using statutory, conceptual, and case approaches. The statutory approach examines the provisions of the Law on Notary Office (UUJN) regarding notarial responsibility. The conceptual approach discusses theories of legal liability and legal certainty as developed by Gustav Radbruch and Hans Kelsen. Meanwhile, the case approach reviews court decisions related to administrative errors committed by notaries in the drafting of deeds. The study concludes that typographical errors cannot always be deemed minor, particularly when they affect the substance of the deed. Notaries may be held liable when such errors result in legal uncertainty or losses for the parties. Therefore, the enforcement of the *prudential principle* and the establishment of corrective mechanisms are essential to ensure legal certainty and accountability in notarial practice.

**Keyword:** Notary, Authentic Deed, Typographical Error, Legal Liability, Legal Certainty.

### INTRODUCTION

A notary is a public official vested with the authority to draft authentic deeds that hold full evidentiary value. The authenticity of a deed is determined not only by its form and content but also by the precision and prudence of the notary in formulating every legal element contained therein. Therefore, even minor errors in a deed including typographical errors have the potential to alter its legal meaning and cause losses to the parties involved.

In practice, typographical mistakes are often perceived as mere administrative errors that can be corrected without legal consequences. However, this assumption does not always hold true. Typographical errors that affect the legal substance of a deed such as the object of agreement, identity of the parties, transaction amount, or essential contractual clauses can

significantly disrupt the clarity of the deed and potentially trigger civil disputes if not promptly corrected.

The *Law on Notary Office (UUJN)* does not explicitly regulate notary liability for typographical errors in deeds. However, Article 16 paragraph (1) and Article 84 of the UUJN state that a notary must act carefully, attentively, and responsibly for every deed they create. These provisions imply that typographical errors are not merely technical matters but may amount to violations of the prudential principle, which constitutes an essential aspect of the notary's official duties.

From the perspective of legal certainty, Gustav Radbruch asserts that the law must provide clarity so individuals can predict the consequences of their legal actions. When an authentic deed contains errors that generate ambiguity, its function as conclusive evidence is weakened. The erosion of legal certainty also affects the protection of parties, particularly when the error alters the legal interpretation of an agreement.

In several cases, typographical mistakes have led to lawsuits against notaries, especially when the parties suffer actual losses. Such situations raise a critical question regarding the scope of notarial liability: should typographical errors be considered a professional error that may trigger legal accountability, or merely an administrative mistake subject to correction through minute or deed revision procedures? This ambiguity persists partly because the UUJN does not provide a clear standard regarding the threshold of error that may trigger legal liability.

This complexity indicates the need for a deeper legal analysis of typographical error not only from the viewpoint of positive law but also through the lens of legal liability theory, administrative error theory, and the principle of legal certainty. Jurisprudential analysis is also necessary, as court decisions provide interpretative guidance on how typographical errors are assessed by judges and the extent to which a notary may be held accountable.

Based on these considerations, this study focuses on the liability of notaries for typographical errors in authentic deeds and its implications for legal certainty and the protection of the parties. The objectives of this study are to examine the legal basis for holding notaries accountable for substantive administrative mistakes, analyze their impact on the validity of deeds, and formulate normative recommendations to strengthen the professionalism and accountability of notarial practice within the Indonesian legal system.

## **METHOD**

This study employs a normative juridical research method, which focuses on examining written legal norms (*law in books*) rather than their implementation in practice. The method aims to analyze the legal basis for notary liability in the event of typographical errors in authentic deeds, particularly in relation to the principle of legal certainty. Relevant statutory provisions, legal theories, and scholarly views are used as the main analytical tools in order to obtain a systematic understanding of the issue being discussed. Three approaches are utilized in this research: the statutory approach, the conceptual approach, and the case approach. The statutory approach is used to analyze the regulation of notarial authority and responsibility as stipulated in the *Law on Notary Office (UUJN)*. The conceptual approach examines theories of legal liability, administrative error, and legal certainty, as developed by scholars such as Gustav Radbruch and Hans Kelsen. Meanwhile, the case approach investigates court decisions that involve typographical errors in notarial deeds, serving as interpretative guidance on how judges assess notarial responsibility in practical legal disputes. The legal materials used in this study consist of primary, secondary, and tertiary sources. Primary legal materials include statutory regulations and judicial decisions. Secondary materials comprise academic books, journal articles, and scientific commentaries on notarial law. Tertiary materials include legal dictionaries and supporting reference works. All collected legal materials are analyzed using qualitative methods through deductive reasoning, beginning with general legal principles to

derive specific conclusions regarding notary liability for typographical errors in authentic deeds.

## RESULTS AND DISCUSSION

### The Normative Basis of Notary Liability for Typographical Errors

The responsibility of a notary as a public official arises from the delegation of state authority to create authentic deeds that possess full evidentiary force. This attribution of authority requires notaries to carry out their duties with accuracy and professional diligence. According to Article 16 of the UUJN, a notary is obligated to act carefully and attentively in every stage of deed preparation. Therefore, typographical errors even if considered minor fall within the notary's legal responsibility when they affect the clarity or interpretation of the deed, particularly when they relate to the essential elements of a legal agreement.

In normative legal theory, the principle of responsibility (*verantwoordelijkheid*) is inseparable from the principle of authority (*bevoegdheid*). As stated by Utrecht, authority without responsibility results in the misuse of public power. In the context of notarial practice, a typographical error that alters substantive content may be interpreted as a breach of professional responsibility and violation of the prudential principle, which requires notaries to exercise constant care and verification prior to finalizing an authentic deed.

The principle of legal certainty plays a central role in evaluating the implications of typographical errors. Gustav Radbruch asserts that certainty is one of the fundamental aims of law, ensuring predictability and reliability in legal relations. When a deed contains unclear or ambiguous wording caused by a typographical error, the validity of the deed becomes questionable. As a result, the deed may lose its evidentiary strength and undermine the legal security of the parties involved.

The importance of accuracy in drafting authentic deeds is also reflected in the concept of formal validity, which requires that all components of a deed comply with legal standards. In notarial practice, formal validity involves not only legal compliance but also linguistic precision, as language directly shapes the legal meaning of a contract. This connection demonstrates that typographical errors cannot be viewed solely as technical mistakes but as potential sources of legal ambiguity.

Thus, the normative basis of notary liability lies in both statutory obligations and legal theory. The notary must demonstrate diligence, competence, and responsibility in performing their duties. Typographical errors that affect the substance of a deed may trigger legal consequences, including potential claims for damages if the error results in material losses. Consequently, the issue of typographical errors must be approached not merely as an administrative matter, but as a legal phenomenon requiring scrutiny from the perspective of authority, responsibility, and legal certainty.

### Types of Typographical Errors and Their Legal Consequences in Notarial Practice

Typographical errors in notarial deeds can be categorized into two types: non-substantive errors and substantive errors. Non-substantive errors include minor mistakes such as punctuation, spacing, or general wording that does not alter the legal meaning of the deed. These errors may be regarded as administrative oversights that can be corrected without affecting the deed's validity. In contrast, substantive errors involve inaccuracies that change the legal content of the deed for instance, incorrect identification of the parties, misstated land area, numerical miscalculations, or ambiguous contractual clauses. Such errors can affect the enforceability of the deed and trigger legal liability for the notary.

Substantive typographical errors present challenges in determining whether the deed retains its evidentiary strength as an authentic deed. If the error gives rise to uncertainty regarding the intention of the parties or the scope of their legal commitments, the deed may

lose its binding effect. Courts may consider such errors as impairing the validity of the deed, particularly when the mistake results in a discrepancy between the will of the parties and the text as written. In extreme cases, the error may lead to the annulment of the deed or justification for contractual renegotiation.

In practice, the legal consequences of typographical errors depend largely on the extent of the error and whether it causes material harm to the parties involved. If the mistake leads to financial loss or legal disadvantage, the notary may be held liable under civil law principles or professional liability regulations. This aligns with the doctrine that errors affecting the substance of rights and obligations fall under the sphere of legal responsibility, not merely administrative correction.

Jurisprudence demonstrates that courts often examine the intention of the parties and the role of the notary in preventing legal ambiguity. Although not all typographical errors invalidate a deed, errors that mislead the parties or distort the legal content may be considered as negligence. In several cases, judges have referred to the duty of verification as an essential part of notarial responsibility meaning that a notary must actively ensure that all elements of the deed correspond with factual and legal reality.

The concept of correctability is also relevant to assessing typographical errors. Certain errors may be corrected through a follow-up deed or an official annotation if they do not alter the substance of the agreement. However, once the error has produced legal consequences such as misinterpretation or financial injury correction alone may not be sufficient. Instead, liability may arise, and the notary must demonstrate that they exercised due diligence when preparing the original deed.

In this context, the notary's standard of due care becomes the key criterion in determining liability. If the notary can prove that reasonable professional care was taken and that the error was unavoidable, liability may be mitigated. Conversely, if the error reflects a failure to review or verify essential information, the notary may be deemed negligent. This approach aligns with both administrative ethics and the broader concept of legal accountability derived from the principle of professional duty.

Ultimately, typographical errors cannot be examined solely as technical mistakes but must be evaluated in light of their impact on legal certainty and the rights of the parties. When the error affects the substance of the legal agreement, it may trigger legal liability and undermine the authenticity of the deed. Therefore, a systematic classification and assessment of typographical errors are necessary to ensure consistent judicial interpretation and protect both the integrity of notarial practice and the legal security of the parties involved.

### **Implications for Legal Certainty and Notarial Accountability**

The presence of typographical errors in authentic deeds poses a direct challenge to the principle of legal certainty, which requires the law to be clear, predictable, and reliable. Notarial deeds function as instruments of legal order, and any ambiguity caused by an error in wording or numerical data may undermine their evidentiary value. When parties must interpret the meaning of a deed rather than rely on its clarity, the very purpose of authentic documentation namely, legal certainty is compromised.

In terms of liability, typographical errors test the professional accountability of notaries as public officials. Since a notary's authority derives from state delegation, the failure to maintain accuracy can be seen as a failure to uphold public trust. This aligns with the principle of professional accountability, which requires that notaries be responsible not only for the procedural correctness of their actions but also for the accuracy of the legal content contained in every deed. Accordingly, errors affecting substantive content trigger a higher level of scrutiny regarding professional responsibility.

The ambiguity caused by typographical errors often places the parties in a disadvantaged position, especially when the legal consequences of the error are not immediately apparent. In some cases, parties may unknowingly consent to terms different from what they intended. This situation threatens the protection of good-faith parties, which is a key aspect of modern notarial ethics and legal doctrine. As a result, typographical errors become more than just administrative mistakes they represent risks that may lead to material loss, unfair contractual burdens, or even litigation.

From a broader legal perspective, typographical errors emphasize the importance of preventive legal measures in notarial practice. Rather than focusing solely on corrective mechanisms, the legal system must encourage proactive standards of verification and linguistic precision. This aligns with the idea that the role of a notary is not merely descriptive or documenting, but interpretative and protective ensuring that the will of the parties is properly translated into legally valid language.

Ultimately, the implications of typographical errors highlight the need for a stronger integration between legal certainty, professional ethics, and accountability. The notary must act not only as a technical drafter but as a guarantor of clarity, accuracy, and fairness. When typographical errors affect the substance of rights and obligations, they constitute legal faults rather than mere technical imperfections. Thus, the issue calls for a normative re-evaluation of the notary's role from administrative document maker to active guardian of legal certainty.

### **Normative Solutions and Mechanisms of Liability**

Normative solutions to typographical errors in notarial deeds must begin with the strengthening of regulatory standards for accuracy and verification. Although the UUNJ establishes general obligations for notarial diligence, it does not provide specific guidelines on how errors should be classified or corrected. Therefore, clearer legal norms are needed for example, through a ministerial regulation or professional guidelines to establish thresholds for substantive and non-substantive errors, corrective procedures, and standards for evaluating notarial accountability.

Beyond regulatory clarification, an institutional mechanism of liability is necessary to distinguish between minor administrative errors and substantive legal faults. This may include tiered liability assessments, internal auditing procedures, and a mandatory review system before deed finalization. Strengthening the role of supervisory institutions such as *Majelis Pengawas Notaris* and *Kementerian Hukum dan HAM* would contribute to more consistent oversight. Additionally, the adoption of digital verification tools may help reduce human error and enhance the accuracy of deed preparation.

Ultimately, the responsibility of the notary should not be viewed solely through a punitive lens but also as an ethical duty to safeguard legal certainty and the rights of the parties. Typographical errors that affect the substance of legal rights are not merely technical defects but reflect potential failures in fulfilling the notary's professional mandate. A balanced approach combining preventive regulation, corrective mechanisms, and ethical reinforcement is therefore required to establish a notarial system that operates with precision, accountability, and a high standard of legal reliability.

### **CONCLUSION**

This study concludes that typographical errors in authentic deeds cannot merely be seen as technical or administrative mistakes, particularly when they affect the legal substance of the agreement. As public officials, notaries are bound by the principles of diligence and responsibility, which form the basis of their authority as delegated by the state. Therefore, when a typographical error creates ambiguity, causes material harm, or alters the intention of the parties, it may constitute a breach of professional duty and trigger legal liability.

The analysis demonstrates that legal certainty is dependent not only on statutory compliance but also on linguistic accuracy and procedural vigilance in notarial practice. Errors that impair the clarity of a deed may undermine its evidentiary value and threaten the protection of good-faith parties. This confirms that typographical errors have legal consequences that must be addressed systematically within the Indonesian legal framework.

To uphold legal certainty and safeguard the integrity of notarial practice, a balanced approach is required one that combines regulatory clarity, preventive mechanisms, and ethical reinforcement. The role of the notary must therefore evolve from a technical document drafter to a proactive guardian of legal certainty. Strengthening liability standards, verification procedures, and supervisory mechanisms will contribute to a notarial system that is both professionally accountable and socially just.

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