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Legal Implications and Responsibilities of Notaries for Forgery of Sale and Purchase Agreement Deeds by Notaries

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Abstract: This study examines the legal implications and liability of a Notary for the forgery of a Sale and Purchase Agreement Deed that occurred due to the Notary's negligence in carrying out his/her obligations. The research method used is normative juridical with a statutory approach and a case approach, based on the theory of legal certainty and the theory of legal responsibility. The results of the study indicate that the Notary's negligence in verifying the identity of the parties and the authenticity of the document resulted in the deed losing its authenticity based on Article 1868 of the Civil Code and can be declared null and void (*nietig van rechtswege*) based on Article 1320 of the Civil Code. The Notary's liability is multidimensional, including criminal liability based on Articles 263 and 264 of the Criminal Code, civil liability based on Article 1365 of the Civil Code, and administrative liability through the Notary Supervisory Board mechanism, as reflected in the Denpasar District Court Decision Number 89/PID.B/2020/PN DPS. The Notary's professionalism and thorough attitude are the main foundations in realizing legal certainty for the community.

Keywords: Deed of Sale and Purchase Agreement, Forgery of Deeds, Notary's Responsibility.

INTRODUCTION

The Republic of Indonesia is a state based on law as stated in Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia. The consequence of the principle of the state based on law is that every aspect of social, national and state life must be based on, regulated and resolved based on applicable law. In the context of civil relations, one of the legal instruments that has the most strategic role in creating legal certainty is the existence of an authentic deed made by a Notary as a public official who is recognized and strengthened by the state. (Andriana & Irawan, 2022). A legally made authentic deed has perfect evidentiary power (*volledig bewijs*) before the law, which means that the contents of the deed are considered true without the need for additional proof, so that its existence is very fundamental in every legal transaction carried out by the community. Notary is a legal profession that is referred to by experts and legal practitioners as a noble profession (*officium nobile*), because on his shoulders is burdened with great responsibility to protect the legal interests of the

community through the deeds he makes.(April et al., 2024). In carrying out his/her position, a Notary is required to always act honestly, carefully, independently, impartially, and protect the interests of the parties involved in every deed he/she makes. The authority of a Notary to make authentic deeds is expressly and comprehensively regulated in Article 15 paragraph (1) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, which in this research is referred to as UUJN. This authority includes making deeds for all actions, agreements, and determinations desired by the interested parties or required by statutory regulations, as long as it is not excluded for other officials determined by law.(Tigris et al., 2024).

One of the most frequently used deed types by notaries in land law practice in Indonesia is the Deed of Sale and Purchase Agreement, commonly abbreviated as PPJB. This agreement is a preliminary agreement (*voorovereenkomst*) drawn up and agreed to by the parties before the official Deed of Sale and Purchase is executed before the Land Deed Official (PPAT).(Astuti et al., 2023). Although PPJB does not have specific regulations in the Civil Code (KUHPperdata), its existence and legal validity are recognized based on the principle of freedom of contract (*vrijheid van contract*) as contained in Article 1338 paragraph (1) of the Civil Code, which states that all agreements made legally apply as law for those who make them.(Maulida et al., 2023). Thus, the PPJB remains valid and binding on the parties who made it as long as it meets the requirements for a valid agreement. In land law practice, the PPJB has a very strategic and significant role because it contains a detailed agreement between the parties regarding the agreed land object, the sale and purchase price, the payment mechanism, and the rights and obligations of each party. Moreover, the PPJB is also often accompanied by the creation of a Deed of Power of Attorney to Sell, which gives the buyer the authority to resell the land object on behalf of the seller before the official Deed of Sale and Purchase can be made. Therefore, the validity and accuracy in the process of creating these two deeds is very crucial, because any error or negligence that occurs in the process of making them can cause very large losses for the parties involved.(Aulia et al., 2025).

In carrying out his responsibilities, a Notary is obliged to carry out a series of obligations which have been expressly regulated in Article 16 paragraph (1) of the UUJN, including the obligation to act carefully, namely to act with full precision, accuracy and caution in every stage of making a deed.(Aktanotaria et al., 2025)This duty of due diligence concretely requires a Notary to thoroughly verify the identities of the parties, check the validity and authenticity of all supporting documents, and ensure that all information included in the deed is true and in accordance with the actual facts. If a Notary neglects these obligations, he or she can be categorized as a Notary who is not careful in carrying out his or her duties, and for this negligence he or she must be legally responsible.(Hamdi et al., 2024). However, the facts that occur in legal practice in Indonesia show that there are still a number of Notaries who do not carry out their duties professionally and responsibly. The negligence of Notaries in carrying out careful verification of documents and the identities of the parties opens up a very large opportunity for the crime of forgery of deeds. Forgery of deeds is a serious crime that has very severe legal consequences, because such forgery not only harms the parties directly involved in the transaction, but also damages public trust in the legal system and notarial institutions as a whole. The act of forgery itself can be categorized as a crime if a person or certain party provides a false description or information about a fact, either by creating a false document or by falsifying the contents of a pre-existing document.(Penal et al., 2025).

The concrete case that serves as the empirical basis for this research is the Denpasar District Court Decision Number 89/PID.B/2020/PN DPS, in which a Notary with the initials IPH was declared legally and convincingly guilty of providing the opportunity and means for another party to commit the crime of forgery.(Dzulqarnain & Prasetyo, 2024)The notary public prepared a Deed of Sales and Deed of Power of Attorney for a plot of land based on the request

of a party who was later proven to have used a false identity and invalid documents, without conducting adequate checks on the authenticity of the land certificate or the identities of the parties present before him. As a result of this serious negligence, Notary IPH was sentenced to seven months in prison and ordered to pay court costs.(Ardiansyah et al., 2022). This case sets a very important and relevant legal precedent in illustrating the serious legal consequences that can befall a Notary who neglects to carry out his/her obligations. From a civil law perspective, a deed that is not made in accordance with applicable legal procedures and contains elements of forgery can result in it being null and void (*nietig van rechtswege*) from the moment it is made. Based on the provisions of Article 1320 of the Civil Code, the validity of an agreement requires the fulfillment of four main elements: an agreement (*toestemming*) between the parties, the legal capacity (*bekwaamheid*) of the parties to make the agreement, a certain thing (*bepaald onderwerp*) as the object of the agreement, and a lawful cause (*geoorloofde oorzaak*). If the identity stated in the deed is proven to be false, then the elements of a valid agreement are not fulfilled, so that the deed loses all its legal value as an authentic deed and is legally downgraded to a private deed that does not have complete evidentiary force.(Law et al., 2023).

Apart from causing the civil cancellation of the deed, the actions of a Notary who is not careful also give rise to criminal liability based on the provisions of Article 263 and Article 264 of the Criminal Code (KUHP) which regulates the forgery of documents and the forgery of authentic deeds.(Aisyah et al., 2021)From an administrative accountability perspective, a notary who is proven to have violated their obligations as stipulated in the UUJN may be subject to a range of sanctions, ranging from verbal warnings, written warnings, temporary dismissal from office, to dishonorable dismissal by the Notary Supervisory Board. These three dimensions of legal accountability collectively reflect the weighty and comprehensive responsibilities each notary bears in carrying out their duties.(Grazetta & Sarwo, 2025)Based on the overall description above, it is very clear that legal certainty, which should be the primary product of every notarial deed, can actually collapse if the notary public does not carry out their duties professionally, with integrity, and with full responsibility. This condition ultimately harms public trust in notarial institutions, which should be one of the main pillars in realizing legal order and providing real legal protection for all levels of society.(Nisa & Gozali, 2025)Therefore, this study attempts to examine in depth and comprehensively the legal implications and forms of Notary accountability for forgery of PPJB Deeds, based on the prevailing positive legal norms and judicial practices that have developed in Indonesia.(Givanti, 2023).

Based on the background description that has been presented at length above, this study formulates two main problems that will be studied and analyzed in depth. First, what are the legal implications and consequences arising from the forgery of the Deed of Sale and Purchase Agreement made by a Notary who is careless and not careful in carrying out his obligations as a public official, both from the civil law aspect based on the Civil Code and from the provisions of the applicable UUJN? Second, what is the form and scope of the Notary's legal liability in criminal, civil, and administrative terms for negligence in making the Deed of Sale and Purchase Agreement containing elements of forgery, as reflected in the Denpasar District Court Decision Number 89/PID.B/2020/PN DPS and how do the provisions of Indonesian positive law regulate the mechanism of such liability?

This research specifically aims to analyze in depth and comprehensively the legal implications and consequences arising from the forgery of the Deed of Sale and Purchase Agreement made by a Notary who does not fulfill the obligation of due diligence as regulated in the UUJN, by examining how the provisions in the Civil Code and notary law provide legal responses to deeds containing elements of forgery. In addition, this research also aims to systematically examine and describe the form of legal liability of a Notary from three dimensions at once, namely the criminal aspect, the civil aspect, and the administrative aspect,

for negligence committed in the process of making the deed, so that this research can produce a complete and comprehensive picture of the limits and mechanisms of the Notary's position of responsibility based on positive law applicable in Indonesia.

Theoretically, this research is expected to provide a significant contribution to the development of legal science, particularly in the field of notarial law and contract law, particularly in terms of Notary's liability for deeds containing elements of forgery and the legal consequences of the cancellation of authentic deeds made not in accordance with applicable legal procedures, so as to enrich the literature and academic references in this field. Practically, the results of this research are expected to be a useful guideline and reference for Notaries in carrying out their duties carefully, professionally, and responsibly in accordance with the mandate of the UUJN and the Notary Code of Ethics, and can be a constructive input for the Notary Supervisory Board and law enforcement officials in order to increase the effectiveness of supervision and law enforcement against violations committed by Notaries throughout Indonesia.

METHOD

Types and Approaches of Research

This research uses a normative legal research method, which is a legal research method conducted by examining library materials or secondary data as basic material for research by conducting searches on regulations and literature related to the problem being studied. The normative legal method was chosen because this research focuses on the analysis of written positive legal norms, legal principles, and legal doctrines relevant to the problem of legal implications and Notary responsibilities for forgery of Sale and Purchase Agreement Deeds. This approach is considered the most appropriate because the problems studied are normative and closely related to the interpretation and application of applicable legal provisions. The approaches used in this research are the statute approach and the case approach. The statutory approach is carried out by examining all laws and regulations that are relevant to the problem being studied, including Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, the Civil Code, the Criminal Code, and other related regulations. Meanwhile, the case approach is used to analyze the Denpasar District Court Decision Number 89/PID.B/2020/PN DPS as empirical legal material that reflects the application of law in real judicial practice.

Legal Sources and Materials

The data sources used in this study are entirely secondary data, that is, data obtained not directly from the field but through systematic and comprehensive library research. Secondary data in normative legal research is divided into three groups of legal materials, each of which has a different position and function in supporting the research analysis. The selection of secondary data as the sole data source in this study is based on the consideration that the problems studied are doctrinal and normative in nature, so that answers to the research problems can be found through the search and analysis of existing legal materials. The legal materials used in this study consist of three types: primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal materials are legal materials that are authoritative and binding, which include laws and regulations such as the UUJN, the Civil Code, the Criminal Code, the Notary Code of Ethics, and relevant court decisions. Secondary legal materials include legal textbooks, legal scientific journals, legal research results, expert opinions, and scientific writings that are relevant to the research topic. Tertiary legal materials consist of legal dictionaries, legal encyclopedias, and various other reference sources used to support understanding of the legal terms and concepts used in this research.

Legal Material Collection Techniques

The legal material collection techniques used in this research are library research and documentation studies, which are carried out systematically, structured, and comprehensively. The literature study is conducted by collecting, reading, recording, and analyzing various sources of relevant legal materials, including laws and regulations, legal textbooks, scientific journals, and court decisions related to the research problem. All collected legal materials are then classified based on their relevance to each research problem so that the analysis process can be carried out in a more focused and systematic manner. The documentation study in this research was conducted specifically on the Denpasar District Court Decision Number 89/PID.B/2020/PN DPS as the main legal document that is the object of empirical study in this research. The decision document is reviewed in depth to understand the case, the legal considerations of the panel of judges, and the legal basis used in issuing the decision against the Notary who was proven negligent in carrying out his obligations. Through careful examination of the decision documents, researchers can identify the relationship between applicable legal norms and their application in real judicial practice, so that the resulting analysis is more comprehensive and has high scientific value.

Legal Material Analysis Techniques

The analysis of legal materials in this study was conducted using a qualitative analysis method, which is an analytical method that does not rely on numbers or statistical data, but rather on a deep understanding, interpretation, and assessment of legal norms, legal principles, and legal doctrines relevant to the problem being studied. Qualitative analysis was chosen because it is very appropriate to the characteristics of normative juridical research, which prioritizes in-depth and argumentative legal reasoning in examining a legal problem. In this analysis process, all legal materials that have been collected and classified are then reviewed critically and systematically to find answers to the problems that have been formulated. The analytical methods applied specifically in this study include the legal interpretation method and the legal construction method. Legal interpretation is used to interpret the provisions in the UUJN, the Civil Code, and the Criminal Code relating to the obligations, responsibilities, and legal consequences of a Notary's negligence in making deeds. Meanwhile, the legal construction method is used to build a systematic and coherent legal argument in answering the research problem based on all the legal materials that have been analyzed. The final results of this analysis process are presented in the form of descriptive-analytical presentations that are arranged in a narrative, structured and easy to understand manner.

Theoretical Framework

This research uses two main theoretical frameworks as analytical tools in examining the researched problem, namely the theory of legal certainty and the theory of legal responsibility. The theory of legal certainty developed by Gustav Radbruch and then further elaborated by other legal experts states that the law must be able to provide certainty for every legal subject regarding their rights and obligations, as well as the legal consequences arising from every legal act carried out. In the context of this research, the theory of legal certainty is used to analyze the extent to which a notarial deed containing elements of forgery is able or unable to provide legal certainty for the parties involved in it. The theory of legal responsibility is used as an analytical framework to examine and determine the forms of legal responsibility that must be borne by the notary for negligence and unlawful acts committed in the process of making the deed. This theory distinguishes legal responsibility into several dimensions, namely liability based on fault, strict liability, and official liability, each of which has different legal implications. By using these two theories synergistically, this research is expected to be able to produce a comprehensive, argumentative, and scientific analysis regarding the legal

implications and the Notary's responsibility for falsifying the Sale and Purchase Agreement Deed as the focus of the study in this research.

RESULTS AND DISCUSSION

The Authority and Obligations of a Notary in Drafting a Deed of Sale and Purchase Agreement

Notaries as public officials have the authority granted directly by the state through law to make authentic deeds that have full evidentiary force before the law. This authority is expressly regulated in Article 15 paragraph (1) of the UUJN, which states that Notaries have the authority to make authentic deeds regarding all acts, agreements and determinations required by statutory regulations and/or desired by interested parties.(Yuliana et al., 2024). This authority is exclusive and cannot be transferred to another official not stipulated by law, so that every authentic deed made by a Notary has a very strong legal standing and cannot be challenged except through a valid legal process. In the context of making a Deed of Sale and Purchase Agreement (PPJB), the authority of a Notary is very central because the deed is the legal basis that binds the parties in a high-value land transaction. In addition to this authority, a Notary is also burdened with a series of imperative obligations as regulated in Article 16 paragraph (1) of the UUJN. These obligations include the obligation to act honestly, carefully, independently, impartially, and to protect the interests of the parties involved in the deed he makes.(By et al., 2023). The obligation of due diligence (*zorgvuldigheid*) is one of the most fundamental obligations, because this obligation requires a Notary to conduct a careful and thorough examination of every aspect related to the preparation of the deed, starting from the identity of the parties, the legal capacity of the parties, the validity of supporting documents, to the truth of the substance to be stated in the deed. This obligation of due diligence is not merely an administrative formality, but rather an ethical and legal foundation that supports all the authority of the Notary's office. In the preparation of a PPJB Deed specifically, a Notary is required to ensure that all formal and material requirements have been met before the deed is signed by the parties. Formal requirements include things such as the presence of the parties in person before the Notary, the reading of the deed by the Notary to the parties, and the signing of the deed by the parties and the Notary simultaneously. Meanwhile, material requirements include the truth of the substance of the deed, including the validity of the object being agreed upon, the truth of the identity of the parties, and the absence of any contradiction between the contents of the deed and applicable legal provisions. If one of these requirements is not met, then the deed made by the Notary cannot be categorized as a perfect authentic deed and can give rise to serious legal consequences for all parties involved, including the Notary himself.(Samosir & Harlina, 2024).

Definition and Scope of Forgery of Notarial Deeds

Forgery of a notarial deed is a very serious act from an Indonesian legal perspective because it directly affects the integrity of the applicable legal evidence system. Generally, forgery can be defined as the act of creating or altering a document or letter with the aim of providing a false picture of a fact or circumstance, so that the document appears to be genuine and authentic.(Ramdhan et al., 2025). In the context of notarial deeds, forgery can occur in various forms, including falsification of the identities of the parties, forgery of signatures, inclusion of false information in the deed, making a deed without the presence of the actual parties, and the use of false or invalid supporting documents as the basis for making the deed. Each form of forgery has different legal consequences but can result in the deed losing its authenticity. The act of forgery of notarial deeds can be divided into two categories based on the underlying element of error: intentional forgery (*dolus*) and negligence (*culpa*). Intentional forgery occurs when a notary knowingly and with malicious intent makes a deed containing

false information or uses false documents in the deed-making process. Meanwhile, forgery due to negligence occurs when a notary fails to properly examine the documents and identities of the parties, so that the deed he or she makes unknowingly contains incorrect information.(Khotimah, 2023). Although both produce invalid deeds, the difference in the elements of error significantly influences the type and severity of legal liability that the Notary in question must bear. In the case that is the object of this research, namely Denpasar District Court Decision Number 89/PID.B/2020/PN DPS, the forgery of the deed occurred because the IPH Notary failed to adequately verify the identities of the parties and the authenticity of the land certificates that served as the basis for the PPJB Deed and the Deed of Power of Attorney to Sell. The Notary's careless actions ultimately provided an opportunity and means for third parties with bad intentions to carry out unlawful acts using the Notarial deed as an instrument. This case clearly illustrates how a Notary's negligence in carrying out his duties can be exploited by irresponsible parties to harm others, while also tarnishing the dignity and integrity of the Notary profession as an officium nobile that should be a bulwark of legal certainty for the community.(Yuwono & Tornado, 2025).

Legal Consequences of Deeds Containing Elements of Forgery

A notarial deed containing elements of forgery will experience fundamental legal consequences, namely the loss of its authenticity as an authentic deed. Based on the provisions of Article 1868 of the Civil Code, a deed can be categorized as an authentic deed if it is made by or before an authorized public official, in a form determined by law, and at the place where the deed was made. If one of these elements is not fulfilled, for example because the identities of the parties listed in the deed are proven to be false or because the deed was made without the presence of the actual parties, then the deed no longer meets the requirements as an authentic deed.(Nofrial & Respationo, 2023). As a result, a deed that should have had perfect evidentiary force (volledig bewijs) based on Article 1870 of the Civil Code, is legally reduced to a private deed that only has free evidentiary force and can be refuted by interested parties. In addition to losing its authenticity, a deed containing elements of forgery can also be declared null and void (nietig van rechtswege) based on the provisions of Article 1320 of the Civil Code. The nullity of a deed by law means that the deed is deemed never to have existed since the time of its creation, so that it cannot give rise to any rights and obligations for the parties named therein. In the context of a PPJB, the legal nullity of a deed means that all agreements reached by the parties regarding the land object and the sale and purchase price have no valid legal basis, so that they cannot be implemented and cannot be used as a basis for demanding fulfillment of obligations from the other party. This condition certainly causes enormous losses for the parties who act in good faith in the transaction, especially the buyer who has paid a sum of money based on a deed that is later declared invalid.(Qodarrahan et al., 2022). Furthermore, the legal revocation of a deed also carries the consequence of an obligation to restore the original state (restitutio in integrum), which in practice is often very difficult to implement, especially if the object of the agreement has been transferred to a third party acting in good faith. In this case, civil law provides protection to third parties who acquire land rights in good faith and through a legitimate legal process, so that the cancellation of the deed does not immediately restore the legal situation to its original state. This condition further emphasizes the serious legal impact caused by the forgery of a Notary deed, not only for the parties directly involved in the transaction, but also for third parties indirectly affected by the invalidity of the deed. Therefore, preventive efforts through the implementation of careful obligations by Notaries are very important and cannot be compromised.(Fayyadh, 2025).

Criminal Liability of Notaries for Forgery of Deeds

The criminal liability of a Notary for forgery of a deed is based on the provisions contained in the Criminal Code (KUHP), specifically Article 263 and Article 264. Article 263 of the Criminal Code regulates forgery of documents in general, which states that anyone who makes a false document or falsifies a document that can give rise to a right, obligation, or release from debt, or which is intended as evidence of something with the aim of using or ordering another person to use the document as if its contents were true, is threatened with a maximum prison sentence of six years.(Siregar et al., 2025). Meanwhile, Article 264 of the Criminal Code regulates the forgery of authentic deeds, including deeds made by Notaries, with a heavier criminal threat, namely a maximum prison sentence of eight years. This increased criminal threat reflects the high level of trust placed by the state in authentic deeds as a legal instrument, so that any act that violates this trust will receive a harsher legal response. In the context of Notary criminal liability, there is an important difference between a Notary as the main perpetrator (*dader*) and a Notary as a participant who provides the opportunity or means for the crime to occur (*medeplichtige*). If a Notary actively and with full awareness makes a false deed or includes false information in the deed he makes, then the Notary can be held accountable as the main perpetrator of the crime of forgery. Conversely, if the Notary is merely negligent in carrying out his duties so that this negligence is exploited by another party to commit forgery, then the Notary can be held accountable as the party who provides the opportunity and means for the crime to occur.(Simbolon et al., 2025). In the case of Denpasar District Court Decision Number 89/PID.B/2020/PN DPS, Notary IPH was sentenced to seven months in prison for being proven to have provided the opportunity and means for the crime of forgery through his negligence in verifying documents and the identities of the appearers. The imposition of a criminal sentence on the Notary in this case has very important legal significance because it confirms that negligence in carrying out official duties can also lead to criminal liability, not only acts committed intentionally. This is in line with the principle of criminal law which states that criminal liability can arise not only from active actions (*actus reus*) but also from negligence or omission that results in a crime. In the context of the Notary's position, the standard of care expected is very high considering that the position is granted by the state with the aim of providing legal protection to the public. Therefore, any deviation from this standard of care, whether done intentionally or through negligence, can be used as a basis for demanding criminal liability from the Notary in question, as has been proven in the court decision that is the object of this research study.(Budjang, 2024).

Notary's Civil Liability for Losses Incurred

A notary's civil liability for forgery of a deed is based on the principle of liability for unlawful acts (*onrechtmatige daad*) as stipulated in Article 1365 of the Civil Code. This article states that any unlawful act that results in loss to another person requires the perpetrator to compensate for the loss. In the context of a notary, an unlawful act can occur if the notary does not carry out his/her obligations in accordance with the professional standards stipulated by the UUJN and the Notary's Code of Ethics, and the result of this negligence results in loss to the parties involved in the deed he/she made.(Darmawan & Latumeten, 2025). To be held civilly liable under Article 1365 of the Civil Code, four basic elements must be met, namely the existence of an unlawful act, the existence of an error or negligence on the part of the Notary, the existence of a real loss suffered by the injured party, and a clear causal relationship between the Notary's actions and the resulting loss. In addition to Article 1365 of the Civil Code, the Notary's civil liability can also be based on Article 1366 of the Civil Code which regulates responsibility for losses caused by negligence or lack of care, as well as Article 1367 of the Civil Code which regulates responsibility for the actions of people under his supervision. In practice, if it is proven that the Notary's negligence in verifying the documents and identities

of the parties causes the buyer to suffer a real financial loss, for example because the money that has been paid cannot be returned due to the cancellation of the deed, then the Notary is obliged to compensate all losses suffered by the injured party. The compensation may include material losses, namely losses that can be directly calculated financially, as well as immaterial losses in the form of mental suffering and reputational losses experienced by the injured party due to the invalidity of the deed.(Hafiza et al., 2021). In determining the amount of compensation to be paid by a Notary, the court will consider various factors, including the level of error or negligence of the Notary, the actual extent of the loss suffered by the injured party, and the causal relationship between the Notary's negligence and the resulting loss. Furthermore, the court will also consider whether there was any contributory negligence on the part of the injured party, which could reduce the extent of the Notary's liability. Notary civil liability has a dual function: in addition to being a mechanism for recovering losses suffered by the injured party, it also serves as a deterrent instrument that encourages Notaries to be prudent and professional in carrying out their obligations. Therefore, this civil liability mechanism is an important pillar in the notary law enforcement system in Indonesia.(Melisa, 2025).

Notary Administrative Accountability and Supervisory Mechanism

In addition to criminal and civil liability, notaries who are proven negligent or have violated their obligations can also be held administratively accountable through a supervisory mechanism implemented by the Notary Supervisory Board. This administrative accountability is based on the provisions of the UUJN which regulate the obligations, prohibitions, and sanctions for notaries in carrying out their duties. The Notary Supervisory Board is an institution established by the Minister of Law and Human Rights under Article 67 of the UUJN, which is tasked with providing guidance and supervision to notaries in carrying out their duties.(Atalim et al., 2024). The Notary Supervisory Board consists of three levels, namely the Regional Supervisory Board (MPD) at the district/city level, the Regional Supervisory Board (MPW) at the provincial level, and the Central Supervisory Board (MPP) at the national level. Administrative sanctions that can be imposed on Notaries who are proven to have violated their obligations are regulated in Article 85 of the UUJN, which stipulates that these sanctions can be in the form of verbal warnings, written warnings, temporary dismissal from office, honorable dismissal from office, or even dishonorable dismissal from office. The imposition of administrative sanctions is carried out in stages according to the level of seriousness of the violation committed by the Notary, where minor violations will be subject to a warning sanction, while serious violations, such as those resulting in the crime of falsification of deeds, can result in dishonorable dismissal from office.(Hanip et al., 2025). In the case under study in this research, in addition to being sentenced to criminal penalties, the IPH Notary also faces potential administrative sanctions that could end his professional career as a Notary, as his actions have significantly harmed the integrity and dignity of the Notary position. The Notary Supervisory Board's oversight mechanism for Notaries plays a very strategic role in maintaining the quality and integrity of the Notary profession in Indonesia. This oversight is not merely reactive, responding to violations that have already occurred, but must also be preventive, preventing violations from occurring through coaching, ongoing legal education, and dissemination of the UUJN provisions and the Notary Code of Ethics to all Notaries within its area of supervision. Furthermore, the Notary Supervisory Board also plays a role in receiving reports from the public regarding alleged violations committed by Notaries, examining and investigating the veracity of these reports, and taking necessary action in accordance with applicable regulations. The effectiveness of this oversight mechanism depends heavily on the commitment, professionalism, and independence of the Notary Supervisory Board in carrying out its functions. Therefore, strengthening the Notary Supervisory Board is an urgent need to improve the quality of notarial services in Indonesia.(Saputra, 2021).

Analysis of Denpasar District Court Decision Number 89/PID.B/2020/PN DPS

Denpasar District Court Decision Number 89/PID.B/2020/PN DPS is one of the court decisions that has a very important jurisprudential value in the development of notarial law in Indonesia, because this decision expressly states that a Notary can be held criminally responsible for his negligence in carrying out his official duties which resulted in the crime of forgery. In this case, Notary IPH was charged and then proven legally and convincingly guilty for having provided the opportunity and means for other defendants to commit the crime of forgery by making a PPJB Deed and a Deed of Power of Attorney to Sell without conducting an adequate examination of the identities of the parties and the authenticity of the land certificate that was the object of the agreement.(Iriantoro, 2024). The actions of Notary IPH not only harmed the parties directly involved in the transaction, but also created legal uncertainty that had a wide impact on public trust in Notarial deeds as a reliable legal instrument. In its legal considerations, the Panel of Judges at the Denpasar District Court stated that Notary IPH had violated the obligation of due diligence as stipulated in Article 16 paragraph (1) letter a of the UUJN, which requires Notaries to act honestly, carefully, independently, impartially, and protect the interests of the parties involved in the deeds they make. The Panel of Judges is of the opinion that as a public official who has the authority to make authentic deeds, Notary IPH should be aware of the importance of verifying documents and the identities of the parties appearing as an integral part of the process of making valid deeds.(Samsul et al., 2025)By failing to conduct proper verification, Notary IPH disregarded the standards of professionalism that should underpin all his actions as a public official, and this negligence was proven to have significantly contributed to the commission of the crime of forgery by another party. This court decision also provides a crucial confirmation regarding the standard of proof required to establish criminal liability for a Notary for negligence in carrying out his office. The Panel of Judges considered not only whether Notary IPH had malicious intent to forge the deed, but also whether the Notary had met the standard of prudence objectively established by law for a public official with the authority and responsibility of a Notary. The imposition of a seven-month prison sentence on Notary IPH, while relatively light compared to the maximum penalty stipulated in the Criminal Code, sends a powerful message to the entire Notary community in Indonesia that negligence in carrying out official duties is not a matter that can be ignored or considered a mere administrative error, but can lead to real criminal liability.(Tarsono & Satrio, 2025).

The Principle of Legal Certainty in the Preparation of a Deed of Sale and Purchase Agreement

The principle of legal certainty (*rechtszekerheid*) is one of the fundamental values that must be realized by every civilized legal system, and in the context of notarial law, this principle is the main goal that must be achieved through every deed made by a Notary. Legal certainty in the creation of a PPJB Deed means that every party involved in a land sale and purchase transaction can have strong confidence that their rights and obligations as stated in the deed will be recognized, protected, and can be enforced legally without doubt. This legal certainty can only be realized if the deed made by the Notary meets all formal and material requirements stipulated by law, and the Notary in making it has carried out all his obligations professionally and with integrity. When the Notary is negligent in carrying out his obligations so that the deed he made contains elements of forgery, then the legal certainty that should be guaranteed by the deed is destroyed, and the parties who act in good faith in the transaction lose the legal protection that they should have received.(Delafare et al., 2023). From the perspective of the theory of legal certainty developed by Gustav Radbruch, there are three basic values that must be fulfilled by the law, namely legal certainty (*rechtssicherheit*), justice (*gerechtigkei*t), and benefit (*zweckmassigkeit*). These three basic values must be realized

harmoniously in every legal product, including notarial deeds as legal products that have authentic force. If a notarial deed contains elements of forgery, then all three values are simultaneously violated, because the deed no longer provides legal certainty for the parties, does not reflect justice for the injured party, and does not provide benefits for the creation of order and legal order in society. Therefore, enforcing the standards of notarial professionalism through a firm and consistent legal accountability mechanism is a necessity in order to restore and maintain legal certainty that has been violated. (Liability et al., 2025) To ensure legal certainty in the preparation of a PPJB Deed, several concrete steps must be implemented by a Notary Public consistently and without compromise. First, the Notary Public must conduct a thorough identification and verification of the identities of the parties, including ensuring that the identity documents presented are genuine and reflect the actual conditions of the parties. Second, the Notary Public must verify the legal status of the object of the agreement, including ensuring that the land certificate used as the object of the PPJB is genuine, not in dispute, and owned by the party claiming to be the owner. Third, the Notary Public must ensure that the entire contents of the deed reflect the true wishes of the parties and do not conflict with applicable legal provisions. By implementing these three steps consistently and carefully, the Notary Public can provide a true guarantee of legal certainty for the parties in every land transaction conducted before him. (Surabaya & Surabaya, 2025).

Legal Protection Efforts for Injured Parties

Parties who suffer losses due to the forgery of a PPJB Deed drawn up by an inaccurate Notary are entitled to adequate legal protection through various legal mechanisms available in the Indonesian legal system. This legal protection can be obtained through criminal channels by reporting the forgery to law enforcement officials, civil channels by filing a lawsuit for compensation against the Notary concerned, or administrative channels by reporting the Notary's violation to the Notary Supervisory Board. These three legal protection channels are not mutually exclusive, but can be pursued simultaneously or sequentially according to the needs and interests of the injured party. However, in practice, the civil channel is often the primary choice for injured parties because through this channel they can directly demand recovery of the financial losses they have suffered. In order to provide optimal legal protection for injured parties, the courts have a very important role in interpreting and applying applicable legal provisions fairly and proportionally. In deciding cases related to forgery of Notarial deeds, the court must consider not only the interests of the parties directly involved in the case, but also the broader interests of society and the legal system as a whole. Firm and consistent court decisions in upholding the standards of Notarial professionalism are one of the most effective forms of legal protection, because such decisions not only provide justice for the injured party in the concrete case being examined, but also provide a strong deterrent effect for other Notaries to be more careful and professional in carrying out their duties. In addition to litigation mechanisms, legal protection for injured parties can also be obtained through non-litigation mechanisms, such as mediation or arbitration, which in many cases can provide faster, cheaper, and more flexible resolutions than formal court processes. In addition, the Indonesian Notaries Association (INI), as a professional organization that accommodates all Notaries in Indonesia, also has a responsibility to participate in providing legal protection to the public who are harmed by the actions of unprofessional Notaries, including through the establishment of a complaint mechanism that is easily accessible and can be followed up effectively. Ultimately, comprehensive legal protection for parties harmed by forgery of Notarial deeds can only be realized if all stakeholders in the notarial legal system, starting from Notaries themselves, professional organizations, the Notary Supervisory Board, law enforcement officials, to judicial institutions, carry out their respective roles and functions consistently, professionally

and with high integrity in order to realize legal certainty and justice for all levels of society. (Kautzar et al., 2024).

CONCLUSION

Based on the results of the research and discussion that have been described in depth above, it can be concluded that a Notary who is not careful in carrying out his obligations as regulated in Article 16 paragraph (1) UUJN, especially in terms of making a Deed of Sale and Purchase Agreement without conducting adequate verification of the identity of the parties and the authenticity of supporting documents, will give rise to very serious and multidimensional legal implications. From a civil law aspect, a deed that contains elements of forgery will lose its authenticity as referred to in Article 1868 of the Civil Code and can be declared null and void (*nietig van rechtswege*) based on Article 1320 of the Civil Code because the elements of a valid agreement are not fulfilled, so that all legal consequences arising from the deed will not have a strong legal basis. From a criminal law perspective, a Notary can be held accountable under Article 263 and Article 264 of the Criminal Code, as proven in the Denpasar District Court Decision Number 89/PID.B/2020/PN DPS which sentenced an IPH Notary to seven months in prison for being proven to have provided the opportunity and means for the crime of forgery through his negligence. From an administrative perspective, a Notary who is proven to have violated his obligations can be subject to tiered sanctions by the Notary Supervisory Board up to dishonorable dismissal from office. Thus, these three dimensions of legal accountability together emphasize that professionalism, integrity, and a thorough attitude are uncompromising foundations in the implementation of the Notary's office in order to realize legal certainty and real legal protection for all Indonesian people.

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