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.v7i1
https://creativecommons.org/licenses/by/4.0/
Received: 19 Oktober 2026 | **Revised:** 12 November 2026 | **Accepted:** 15 November 2026

Signing Authentic Deeds Executed by and Before a Notary to Ensure Legal Certainty

Satria Raylangki[1], Febrian[2], Arman Lany[3]
[1]Universitas Sriwijaya, Palembang, Indonesia, satriaraylangki06@gmail.com
[2]Universitas Sriwijaya, Palembang, Indonesia, febrian-zen@yahoo.com.sg
[3]Universitas Sriwijaya, Palembang, Indonesia, armanlany@gmail.com

Corresponding Author: satriaraylangki06@gmail.com[1]

Abstract: The signing of an authentic deed is one of the formal requirements that determine the validity and evidentiary power of an authentic deed. In notarial practice, there are still cases where the signing of deeds does not fully comply with the provisions of the Notary Law, such as not reading the deed in front of the parties or signing it not simultaneously. This condition has the potential to reduce the evidentiary power of the deed and even cause the deed to lose its authenticity, thus not providing optimal legal certainty for the parties. Therefore, a study is needed regarding the implementation of the signing of authentic deeds and the resulting guarantees of legal certainty. This study aims to analyze the implementation of the signing of authentic deeds made by and before a notary and to analyze the guarantees of legal certainty of these authentic deeds. The study uses a normative legal research method with a statute approach and a conceptual approach. The legal materials consist of primary, secondary, and tertiary legal materials obtained through literature review. Furthermore, all legal materials are analyzed qualitatively using deductive reasoning. The research results indicate that the signing of an authentic deed must be carried out in accordance with the provisions of Article 16 paragraph (1) letter m of Law Number 2 of 2014 concerning the Office of Notaries. The deed is read by the notary in the presence of the parties in the presence of witnesses, then signed by the parties, witnesses, and the notary simultaneously. Compliance with these procedures is a formal requirement that determines the authenticity of the deed and provides complete evidentiary force as stipulated in Articles 1868 and 1870 of the Civil Code. Conversely, violation of these procedures can result in the deed losing its authenticity, only having evidentiary force as a private deed, and give rise to legal liability for the notary. Therefore, a notary's compliance with statutory provisions is a key factor in ensuring legal certainty and legal protection for the parties.

Keywords: Signing of Deeds, Authentic Deeds, Notary, Legal Certainty

INTRODUCTION

In the Indonesian legal system, authentic deeds occupy a strategic position as one of the strongest forms of evidence in civil law and notarial practice. An authentic deed is legally defined as a written document executed by or before an authorized public official, including a notary, and serves as formal evidence of a particular legal act or event. The status of an authentic deed as conclusive evidence places it in a privileged position compared with other forms of evidence, as the contents of the deed are presumed to be true unless proven otherwise (Nilai Otentisitas et al., 2021).

Indonesia, as a state governed by the rule of law, as stipulated in Article 1(3) of the 1945 Constitution of the Republic of Indonesia, places law at the foundation of social, national, and state life. One of the fundamental principles of the rule of law is legal certainty, which guarantees that every legal act performed by a legal subject receives clear legal protection and recognition and can be legally accounted for. In the context of civil law, legal certainty is closely associated with written evidence, particularly authentic deeds executed by authorized public officials.

Normatively, the legal status of authentic deeds is governed by Article 1868 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*), which defines an authentic deed as a document executed in the form prescribed by law by or before a public official authorized to do so at the place where the deed is executed. This provision reinforces the position of notaries as public officials authorized to execute deeds that are legally valid and possess strong evidentiary force, thereby providing a basis for legal certainty for the parties involved (Dwipayani & Dananjaya, 2025).

Authentic deeds occupy a special position within the civil evidentiary system. Article 1868 of the Indonesian Civil Code establishes three principal elements of authenticity: compliance with the form prescribed by law, the authority of the official executing the deed, and adherence to the legally prescribed procedures. Furthermore, Article 1870 of the Indonesian Civil Code stipulates that an authentic deed constitutes conclusive evidence for the parties and their heirs regarding the matters contained therein (Dwipayani & Dananjaya, 2025).

In notarial practice, the authority to execute authentic deeds is vested in notaries, as stipulated in Article 1(1) of Law No. 30 of 2004 concerning the Office of Notary, as amended by Law No. 2 of 2014. Article 15(1) of the Law on the Office of Notary authorizes notaries to execute authentic deeds concerning legal acts, agreements, and determinations required by interested parties, within the scope of their statutory authority.

In this context, notaries play an important role in safeguarding legal certainty and maintaining legal order in society. Nevertheless, problems may arise in the process of executing authentic deeds, potentially affecting their evidentiary force. Several studies have indicated that a deed that initially possesses the status of conclusive evidence may be downgraded to a private deed or even declared null and void if it fails to satisfy the formal or substantive requirements prescribed by applicable legislation. For example, a deed that is not read aloud by the notary before the parties in accordance with the prescribed procedures, or that is not signed by the parties before the notary as required by law, may be affected in terms of its authenticity and evidentiary force (Anwary, 2025).

One of the most important elements in the execution of an authentic deed is its signing. Article 16(1)(m) of the Law on the Office of Notary expressly requires a notary to read the deed before the appearing parties in the presence of witnesses and subsequently have the deed signed by the appearing parties, witnesses, and the notary at the same time. This provision emphasizes that signing is not merely an administrative formality but a formal requirement that plays a crucial role in determining the authenticity and evidentiary force of the deed.

Notarial law establishes that a notarial deed possesses conclusive evidentiary force only when all formal requirements have been fulfilled, including the signing of the deed by the

parties before the notary. If these requirements are not satisfied, the deed may lose its authentic status and be downgraded to a private deed, as provided for under Article 1869 of the Indonesian Civil Code (Dwipayani & Dananjaya, 2025).

Problems concerning the signing of authentic deeds continue to arise in notarial practice. Research published in the *International Journal of Latin Notary* indicates that deeds that are not signed collectively before a notary or are not read in accordance with the prescribed procedures may be considered formally defective and lose their conclusive evidentiary force. Such circumstances create legal uncertainty for parties who rely on these deeds as evidence (Ode & Utarid, 2023). Furthermore, a study published in *UNES Law Review* reveals that a notary's failure to comply with the procedures for reading and signing deeds may affect their legal validity and expose the notary to potential legal liability. This issue is associated with the provisions governing notarial liability, including Article 84 of the Law on the Office of Notary, which historically provided for civil liability where a notary's errors caused a deed to be annulled or reduced to the evidentiary status of a private deed ("Kepatuhan Hukum," 2024).

The annulment or downgrading of authentic deeds has also attracted attention from legal scholars and practitioners. Empirical research indicates that certain notarial deeds have been annulled by courts because their execution did not comply with the Law on the Office of Notary and the applicable notarial code of ethics. Such circumstances may create legal uncertainty for the parties concerned (Soenaryo, 2023).

Beyond technical issues in the execution of deeds, the legal liability of notaries is another important aspect of strengthening the function of authentic deeds. As public officials, notaries are responsible not only for preparing and executing deeds but may also be held legally accountable when formal or substantive defects arise from errors attributable to them. Such liability is relevant to protecting parties who suffer losses as a result of notarial errors and may involve civil or criminal liability, depending on the circumstances and applicable legal provisions (Tjandraningsih, 2025). Legal certainty in the execution of authentic deeds affects not only their evidentiary force in court but also public confidence that documented transactions and legal events have a sound legal foundation. Previous studies indicate that authentic deeds function not merely as instruments of evidence but also as mechanisms for promoting legal order, certainty, and protection in various legal relationships, including civil, commercial, and administrative matters.

Based on these findings, the signing of authentic deeds by the parties before a notary has significant legal implications. It is not merely an administrative formality but an essential legal procedure that may determine the authentic status and evidentiary force of a deed and its role in providing legal certainty for the parties. Therefore, this issue warrants comprehensive examination to clarify the applicable legal framework, its implementation in notarial practice, and the legal consequences of signing authentic deeds in the context of evidence and law enforcement in Indonesia. Based on the foregoing background, the author intends to examine this issue in a study entitled "Signing Authentic Deeds Executed by and Before a Notary to Ensure Legal Certainty."

METHODS

This study employs normative legal research, which systematically examines legal norms through rational and structured reasoning to produce legally justifiable conclusions. Normative legal research focuses on legal principles, legal systematics, the degree of legal synchronization, legal history, and comparative law. It emphasizes the analysis and interpretation of applicable legal norms contained in legislation, court decisions, and legal doctrines relevant to the research topic. Rather than collecting empirical data, this study examines and interprets legal provisions to understand the legal framework governing the signing of authentic deeds executed by and before a notary to ensure legal certainty.

This study employs two approaches: the conceptual approach and the statutory approach. The conceptual approach examines relevant legal concepts, theories, scholarly perspectives, and doctrines developed in legal scholarship. It aims to establish a theoretical framework that strengthens the conceptual and argumentative basis of the legal analysis. The relevant legal doctrines are drawn from academic publications, expert opinions, and legal theories associated with the signing of authentic deeds, their evidentiary force, and the role of notaries in ensuring legal certainty. Meanwhile, the statutory approach involves examining and analyzing relevant laws and regulations governing the research problem. This approach focuses on primary legal materials, including statutes and other applicable legal instruments, to identify and understand the written legal norms and the structure of the applicable legal framework, particularly those concerning civil legal relationships, notarial authority, and the evidentiary force of authentic deeds.

The legal materials used in this study consist of primary, secondary, and tertiary legal materials. Primary legal materials comprise applicable legislation and legal provisions relevant to the research topic. Within Indonesia's civil law system, legislation constitutes a principal source of law and provides the normative foundation for examining the authority of notaries and the legal requirements governing authentic deeds. Secondary legal materials consist of legal textbooks, scholarly journal articles, research reports, academic papers, and other relevant publications that explain, analyze, and interpret primary legal materials. These sources provide theoretical perspectives and expert opinions to support the legal analysis. Tertiary legal materials include reference sources that assist in explaining and clarifying primary and secondary legal materials, such as legal dictionaries, legal encyclopedias, and other relevant reference works.

The collection of legal materials is conducted through documentary research and library research, both conventionally and through the use of information technology, including online academic databases and legal information resources. The materials collected include primary legal sources concerning the Office of Notary and the evidentiary force of authentic deeds, as well as secondary legal sources, including legal textbooks, scholarly journals, and academic articles discussing the signing of authentic deeds and their status as conclusive evidence in ensuring legal certainty. Relevant tertiary legal materials are also consulted to clarify legal terminology and support the interpretation of the applicable legal framework.

The collected legal materials are analyzed using qualitative normative analysis, which involves examining and interpreting primary and secondary legal materials to identify the meaning of relevant legal norms, principles, and concepts. The applicable legislation is analyzed to assess the consistency and scope of the legal provisions governing notarial authority, the formal requirements for signing authentic deeds, and their evidentiary force. Secondary legal materials, including scholarly publications and expert opinions, are used to strengthen the analysis through relevant legal doctrines and theoretical perspectives. The findings are then organized systematically to formulate prescriptive legal conclusions concerning the applicable legal framework and its implications for legal certainty.

Finally, conclusions are drawn using deductive reasoning, moving from general legal principles and statutory provisions to specific answers to the research questions. Through this process, the study seeks to clarify the evidentiary status of authentic deeds and the role of notaries in ensuring legal certainty through compliance with the legally prescribed procedures for signing deeds executed by and before a notary.

RESULTS AND DISCUSSION

Implementation of the Signing of Authentic Deeds Executed by and Before a Notary

The implementation of the signing of authentic deeds executed by and before a notary is an essential aspect of the exercise of a notary’s authority as a public official. Signing should

not be regarded merely as an administrative act involving the affixing of signatures, but rather as a formal stage in the execution of a deed that must comply with the applicable laws and regulations. Therefore, the signing process must be understood as an integral part of the overall process of executing an authentic deed. Compliance with the legally prescribed procedures is necessary to ensure that the resulting deed satisfies the requirements for authenticity and possesses the evidentiary force established by law (Kusumaningrum, 2023). Accordingly, the implementation of signing procedures is closely related to legal certainty because compliance with applicable legal requirements provides the parties with certainty regarding the legal acts or relationships documented in the deed (Adjie, 2017).

Normatively, a notary's authority to execute authentic deeds is governed by Article 15(1) of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 on the Office of Notary. This provision authorizes notaries to execute authentic deeds concerning legal acts, agreements, and determinations required by legislation or requested by interested parties (Doly, 2011). Furthermore, Article 16(1)(m) of the Law on the Office of Notary stipulates that a notary must read the deed before the appearing parties in the presence of at least two witnesses, or four witnesses specifically for the execution of certain wills, and that the deed must subsequently be signed at the same time by the appearing parties, witnesses, and the notary. These provisions demonstrate that reading and signing are interrelated stages in the execution of an authentic deed.

According to Habib Adjie, signing a deed constitutes confirmation of its contents after the notary has read it to the appearing parties (Adjie, 2017). The signatures of the parties indicate their agreement to the contents of the deed, while the notary's signature forms part of the formal authentication of the deed and the confirmation that the notarial procedures have been carried out in accordance with the applicable legal requirements. Consequently, if the signing process does not comply with the procedures prescribed by the Law on the Office of Notary, the deed may lose its authentic status and be reduced to the evidentiary status of a private deed, subject to the applicable provisions of the Indonesian Civil Code. The failure to read a deed before the appearing parties and witnesses at the time of signing may therefore raise questions concerning the deed's validity and evidentiary force (Minuta Akta & Yunian, 2022).

The signing process begins with the verification of the identities of the appearing parties. A notary must ensure that the individuals appearing before them are the persons identified in the relevant identity documents, possess legal capacity, and have the authority to perform the legal acts to be documented in the deed (Adjie, 2017). This verification forms part of the principle of prudence that notaries must observe when exercising their professional duties (Masriani, 2018b). Ghansham Anand (2018) explains that the application of this principle aims to prevent legal disputes arising from identity errors, abuse of authority, or defects in consent during the execution of a deed.

The next stage involves preparing a draft deed based on the intentions of the parties. At this stage, the notary translates the parties' intentions into the form of a deed while ensuring compliance with the applicable legal provisions. The drafting process must take into account the notary's statutory authority and the legal limitations governing the acts or agreements to be documented (Kie, 2011). During this process, the notary is also required to explain the legal consequences of the clauses to be included in the deed. Such explanations are necessary to ensure that the parties understand their respective rights and obligations before expressing their consent to the contents of the deed (Adjie, 2017).

According to Herlien Budiono, a notary does not merely serve as a recorder of the intentions of the parties but is also obligated to ensure that the contents of a deed do not conflict with statutory regulations, public order, or morality (Budiono, 2013). Therefore, the

implementation of deed signing cannot be separated from the notary's responsibility to provide legal protection to the parties (Hadjon, 1987).

Once the draft deed has been completed, the notary is required to read the entire contents of the deed before the appearing parties and witnesses. The reading of the deed aims to ensure that the parties fully understand the rights and obligations arising from the legal act (Kie, 1987). It also provides the parties with an opportunity to verify whether the contents of the deed correspond to the intentions they have communicated to the notary. This stage constitutes a form of preventive legal protection because it allows the parties to correct any errors before the deed is signed (Hadjon, 1987b). If the parties confirm that they have understood and agreed to the entire contents of the deed, the process proceeds with the simultaneous signing of the deed by the appearing parties, witnesses, and notary (Kusumaningrum, 2023).

In notarial practice, however, the implementation of these provisions does not always proceed as required. Research published in *Jurnal Yuris Unaja* (2023) identified instances of deeds being signed without the notary's presence, signatures being provided at different times, and deeds being signed outside the notary's office without satisfying the requirements stipulated in the Law on the Position of Notaries (Undang-Undang Jabatan Notaris, UUJN) (Muhajirin, 2023). Such practices are generally motivated by considerations of service efficiency, the parties' limited availability, and the high mobility of society. Nevertheless, the study concluded that these practices could create legal uncertainty because they do not comply with Article 16(1)(m) of the UUJN.

These findings are consistent with research published in *Acta Diurnal: Jurnal Ilmu Hukum*, which states that signing a deed outside the procedures prescribed by the UUJN may cause the deed to lose its status as an authentic deed. In such circumstances, the deed may retain only the evidentiary force of a private deed, provided that the parties acknowledge it (Habib, 2017). Furthermore, a notary found negligent in complying with deed-execution procedures may be subject to administrative sanctions under the UUJN, civil liability in the form of compensation where losses arise, and even criminal sanctions if elements of intentional misconduct or forgery are established (Akta & Yunian, 2022).

According to Sudikno Mertokusumo, the evidentiary force of an authentic deed can arise only when all formal requirements prescribed by law have been fulfilled (Mertokusumo, 2006a). Signing is one of the most decisive formal requirements because it serves as evidence that the parties have consented to the contents of the deed (Lumban Tobing, 1980). Consequently, any deviation from the prescribed signing procedure may affect the evidentiary value of the deed in judicial proceedings (Anshori, 2009).

When examined through the theory of authority, a notary's authority to draw up authentic deeds constitutes an attribution of authority granted directly by legislation. Consequently, the exercise of this authority must remain within the limits established by the applicable laws and regulations (Ridwan HR, 2018). Deviations from the signing procedure are therefore not merely administrative violations but may also constitute an abuse of authority that undermines the legitimacy of the deed as an authentic instrument of evidence (Fakultas Hukum Universitas Padjadjaran, 2017).

From the perspective of Gustav Radbruch's theory of legal certainty, implementing deed-signing procedures in accordance with the applicable rules represents a concrete effort to realize legal certainty. Legal certainty is achieved not only through the existence of legal norms but also through their consistent implementation by authorized officials (Radbruch, 1950). Accordingly, a notary's compliance with the provisions of the UUJN is a key factor in ensuring that a deed possesses full evidentiary force and provides legal protection for the parties (Rahardjo, 2017).

Based on an interview with Notary X conducted on Monday, 20 July 2026, at 9:35 a.m. Western Indonesian Time (WIB), at the office of a notary located in Ogan Komering Ulu Timur Regency, South Sumatra Province, the implementation of authentic deed signing was reported to have generally complied with the provisions of the UUJN. The procedures included verifying the identities of the appearing parties, examining their authority to act, preparing the deed, reading the deed aloud, and obtaining the signatures of the appearing parties, witnesses, and notary. Before preparing a deed, the notary first verifies the identities of the appearing parties by examining valid population identity documents, such as national identity cards (*Kartu Tanda Penduduk*, KTP), and checking their authority to act, while cross-referencing the information against other supporting documents. Only after the identities and relevant information have been verified does the notary proceed with preparing the deed. Once the deed has been completed, the notary reads its entire contents before the appearing parties to ensure that they understand the contents, purpose, and legal consequences of the legal act to be undertaken (Notary X, personal interview, 20 July 2026).

Furthermore, once the appearing parties have confirmed that they understand and agree to the entire contents of the deed, the deed is signed simultaneously by the appearing parties, witnesses, and notary. The signing takes place before the notary in their capacity as an authorized public official, thereby fulfilling the formal requirements for the execution of an authentic deed as stipulated in the Law on the Position of Notaries. After all parties have signed the deed, the appearing parties, witnesses, and notary also provide their fingerprints on a separate sheet attached to the original deed (*minuta akta*), which is subsequently retained as part of the notarial protocol (Notary X, personal interview, 2026).

In practice, Notary X explained that not every stage of the process proceeds without difficulties. Common obstacles include the absence of one of the parties at the scheduled time, sudden changes to the substance of an agreement, and the fact that some appearing parties do not fully understand the importance of being physically present during the reading and signing of a deed. To address these issues, the notary generally reschedules the appointment or postpones the signing until all formal requirements have been fulfilled (Notary X, personal interview, 2026).

Notary X also emphasized that the notary does not permit deeds to be signed in the absence of the parties or through the practice of leaving signatures to be affixed on their behalf. According to Notary X, such conduct contravenes the provisions of the Law on the Position of Notaries and may cause a deed to lose its authentic status, leaving it with only the evidentiary force of a private deed if the formal requirements are not satisfied. Notary X further acknowledged that, in practice, certain deed-signing procedures do not fully comply with the provisions of the Law on the Position of Notaries. In some cases, the deed is not read aloud directly by the notary before the appearing parties. This generally occurs because the parties have already reviewed the draft deed, have participated in similar transactions several times, or because of time constraints resulting from the notary office's heavy workload (Notary X, personal interview, 2026).

Notary X stated that when the appearing parties have read the deed themselves and confirmed that they understand its entire contents, the notary may provide explanations only regarding the provisions considered important before proceeding with the signing. In some circumstances, the appearing parties even sign the deed without the notary reading it in full because they state that they already understand its contents (Notary X, personal interview, 2026).

According to Notary X, this practice is adopted to save time and on the basis of an agreement among the parties. Nevertheless, the notary acknowledged that such a procedure does not fully align with Article 16(1)(m) of the Law on the Position of Notaries, which generally requires the notary to read the deed aloud before the appearing parties in the presence

of witnesses before it is signed (Law on the Position of Notaries, 2016). An exception may apply where the parties have read the deed themselves, understand its contents, and expressly declare that they do not wish it to be read aloud, provided that this declaration is recorded in the concluding part of the deed in accordance with the applicable statutory requirements (Notary X, personal interview, 2026).

The interview findings indicate that the main reasons for not reading deeds aloud include the notary's heavy workload, requests from the parties to expedite the process, and the assumption that reading the deed is unnecessary when its contents have already been understood. Nevertheless, this practice may give rise to legal problems if it does not satisfy the exceptions prescribed by the Law on the Position of Notaries, as it may affect the deed's authenticity and create opportunities for disputes concerning its contents or the procedure through which it was executed.

These findings suggest that the implementation of authentic deed signing in practice does not yet fully reflect the normative requirements stipulated in the Law on the Position of Notaries. A gap remains between legal norms and actual practice, particularly regarding the notary's obligation to read the deed before it is signed. This situation demonstrates the need to strengthen compliance with deed-execution procedures to ensure the authenticity of deeds, legal certainty, and legal protection for the parties.

Based on an analysis of statutory provisions, expert opinions, and previous research, the implementation of the signing of authentic deeds executed by and before a notary must proceed through several stages: verifying the identities of the appearing parties, confirming their authority to act, preparing the deed, reading the deed aloud, obtaining the simultaneous signatures of the parties, witnesses, and notary, and retaining the original deed as part of the notarial protocol. Compliance with these procedures is essential to the proper execution of an authentic deed with full evidentiary force under Indonesian law. Conversely, deviations from the prescribed procedures may diminish the deed's evidentiary force and potentially give rise to legal liability for the notary or losses for the parties.

Based on an interview with Notary Y conducted on Thursday, 6 August 2026, at 2:00 p.m. Western Indonesian Time (WIB), at the office of a notary located in Palembang City, South Sumatra Province, information was obtained indicating that the implementation of authentic deed signing in practice had been carried out in accordance with Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 on the Position of Notaries. Notary Y stated that all deed-execution procedures had been performed in accordance with the applicable laws and regulations, including verifying the identities of the appearing parties, reading the deed before the parties, and obtaining the simultaneous signatures of the appearing parties, witnesses, and notary. These procedures constitute formal requirements that must be fulfilled for a deed to qualify as an authentic deed (Notary Y, personal interview, 2026).

Nevertheless, the interview findings also indicated that, in practice, some notaries still do not read deeds aloud directly before the appearing parties. The reasons cited include the parties having previously read and understood the contents of the deed, requests from the parties to expedite the process, and the heavy workload that must be completed within a limited period. Certain circumstances may therefore prevent the reading of a deed from being carried out in accordance with the ideal procedure. These include cases in which the parties have already reviewed and understood the deed, requests to accelerate the signing process, and a high volume of work handled by the notary (Notary Y, personal interview, 2026).

According to Notary Y, such circumstances must still be addressed in accordance with the provisions of the Law on the Position of Notaries concerning the obligation to read deeds before the appearing parties. Accordingly, the parties' desire to expedite the process does not, in itself, release the notary from the obligation to comply with the procedures prescribed by law (Notary Y, personal interview, 2026).

These findings indicate a gap between legal norms (*das sollen*) and their implementation in practice (*das sein*). Normatively, Article 16(1)(m) of the Law on the Position of Notaries requires the notary to read the deed before the appearing parties in the presence of at least two witnesses, or four witnesses specifically for the execution of a testamentary deed, after which the deed must be signed at the same time by the appearing parties, witnesses, and notary. This obligation is intended to ensure that the parties genuinely understand the contents of the deed before expressing their consent through their signatures. Although the Law on the Position of Notaries provides an exception where the appearing parties have read the deed themselves, know and understand its contents, and expressly declare that they do not wish it to be read aloud, this exception must be expressly recorded in the concluding part of the deed. Therefore, failure to read a deed without satisfying the statutory conditions for the exception constitutes a violation of the formal procedures governing the execution of authentic deeds (Law on the Position of Notaries, 2016).

When analyzed through the theory of authority, a notary's authority to execute authentic deeds constitutes an attribution of authority conferred directly by law. Accordingly, the exercise of this authority must remain within the limits established by the Law on the Position of Notaries. A notary's authority not only grants the right to execute deeds but also imposes an obligation to comply with all formal procedures prescribed by law. Failure to comply with the deed-reading procedure indicates that this authority has not been exercised in accordance with the applicable legal requirements. Although efficiency considerations and requests from the parties are frequently cited as reasons for such practices, these considerations cannot override legal obligations established by statutory regulations.

Furthermore, when examined through Gustav Radbruch's theory of legal certainty, legal certainty can be achieved only when legal norms are consistently applied by officials vested with the relevant authority. An authentic deed constitutes evidence with full evidentiary force because it is executed in accordance with procedures prescribed by law. Consequently, when the procedures for reading and signing a deed are not carried out in accordance with the Law on the Position of Notaries, the objective of legal certainty may not be fully achieved. In addition to potentially giving rise to disputes concerning the validity of the deed-execution process, such circumstances may also undermine public confidence in notaries as public officials responsible for providing legal protection (Radbruch, 1950).

The findings of this study indicate that service efficiency, a high volume of work, and requests from the parties are the primary reasons why the deed-reading procedure is not always implemented. Nevertheless, these reasons cannot justify disregarding the provisions of the Law on the Position of Notaries, as reading the deed is an essential part of ensuring that the parties understand its contents and provide their consent knowingly. Therefore, notaries remain obligated to carry out all stages of deed execution in accordance with the applicable laws and regulations to ensure that the resulting deeds retain their authentic status and full evidentiary force while providing legal certainty and protection for the parties.

Thus, the first research question can be answered as follows: the implementation of authentic deed signing is clearly regulated at the normative level by the Law on the Position of Notaries. However, a gap remains between the legal requirements and their implementation in practice, particularly with regard to the reading of deeds before signing.

Legal Certainty Guaranteed by Authentic Deeds Executed by and Before a Notary

Legal certainty is one of the primary objectives of law enforcement in a state governed by the rule of law. In notarial practice, legal certainty is realized through the execution of authentic deeds by and before a notary acting as a public official vested with authority by the state (Habib, 2017). Authentic deeds serve an important function as written evidence that provides certainty regarding legal acts, agreements, or circumstances established by the parties

(Budiono, 2013). Therefore, an authentic deed serves not merely as an administrative document but also as an instrument of legal protection that provides certainty concerning the rights and obligations of the parties.

The legal certainty provided by an authentic deed is grounded in Article 1868 of the Indonesian Civil Code, which defines an authentic deed as a deed executed in the form prescribed by law by or before a public official authorized to do so at the place where the deed is executed. This provision is further elaborated in Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 on the Position of Notaries, which authorizes notaries to execute authentic deeds concerning legal acts, agreements, and determinations required by statutory regulations or desired by the parties, provided that their execution does not fall within the exclusive authority of another official (Law on the Position of Notaries, 2016). Accordingly, the legal certainty attached to an authentic deed derives from the authority conferred upon notaries directly by law.

The legal certainty of an authentic deed also depends on the fulfillment of formal and substantive requirements during its execution. Formal requirements include the notary's authority, the presence of the appearing parties, the reading of the deed, the presence of witnesses, the signing of the deed by the parties, witnesses, and notary, and the retention of the original deed (*minuta akta*) as part of the notarial protocol. Substantive requirements concern the elements necessary for a valid agreement, as stipulated in Article 1320 of the Indonesian Civil Code: consent of the parties, their legal capacity, a specific subject matter, and a lawful cause (Suryandari et al., 2020). When all these requirements are satisfied, an authentic deed possesses strong evidentiary force and binds the parties in accordance with applicable law.

From the perspective of the law of evidence, legal certainty is reflected in the three dimensions of an authentic deed's evidentiary force: external, formal, and substantive evidentiary force. External evidentiary force means that a deed is presumed to be authentic unless its authenticity is successfully challenged through the appropriate legal process (Thoriq et al., 2021). Formal evidentiary force establishes that the statements and declarations recorded in the deed were made before the notary in accordance with the procedures prescribed by law. Meanwhile, substantive evidentiary force concerns the evidentiary value of the deed's contents in establishing the legal acts or statements recorded therein, subject to applicable legal rules and any successful challenge to their validity (Subekti, 2001). These three dimensions establish the important position of authentic deeds as written evidence in civil proceedings.

Legal certainty is also supported by the application of the *prudential principle* by notaries in the performance of their duties. This principle requires notaries to identify and verify the identities of the appearing parties, examine their legal capacity and authority to act, ensure that their intentions are expressed freely without coercion, fraud, or mistake, verify the validity of supporting documents, and prepare deeds in accordance with applicable laws and regulations. The application of this principle aims to prevent future legal disputes while providing legal protection for both the parties and the notary (Rahman, n.d.).

The legal certainty afforded by authentic deeds is further reflected in the status of notaries as public officials who must act honestly, independently, impartially, and diligently while safeguarding the interests of the parties. These obligations constitute part of the notary's professional responsibility to produce legally valid deeds. Accordingly, actions by a notary that contravene statutory requirements, whether through negligence or intentional misconduct, may diminish the deed's evidentiary force and, in certain circumstances, result in the deed having only the evidentiary force of a private deed. Depending on the nature and circumstances of the violation, the notary may also be subject to administrative, civil, or criminal liability if the relevant elements of the violation are established.

From the perspective of Gustav Radbruch's theory of legal certainty, the law must provide clear legal norms, predictability in their application, and protection for the rights of

members of society. In the context of notarial practice, this theory is reflected in the clear regulation of notarial authority, the procedures for executing deeds, and the legal consequences of violations of those procedures (Spaak, n.d.). Legal certainty is achieved not only through the existence of written legal norms but also through their consistent application by notaries in the performance of their duties. Accordingly, authentic deeds serve as legal instruments that provide individuals with a sense of security when engaging in various legal transactions.

In addition to the theory of legal certainty, the theory of legal protection provides a foundation for understanding that authentic deeds are intended to protect the legal interests of the parties. Such protection is provided through written evidence that possesses strong evidentiary force, thereby facilitating dispute resolution when disagreements arise in the future. An authentic deed not only provides certainty regarding the contents of an agreement but also establishes evidence of the date of execution, the identities of the parties, the subject matter of the agreement, and the intentions expressed by the parties before the notary (Sa'adah et al., 2025).

Based on the foregoing discussion, it can be concluded that the legal certainty guaranteed by authentic deeds executed by and before a notary depends on the fulfillment of all formal and substantive requirements prescribed by legislation, the professional and responsible exercise of notarial authority, and the evidentiary force attached to authentic deeds. When a deed is executed in accordance with applicable law, it can provide legal protection, establish certainty regarding the rights and obligations of the parties, and serve as important evidence in the resolution of civil disputes. Conversely, deviations from the prescribed deed-execution procedures may diminish the legal certainty afforded by the deed and give rise to legal consequences for the parties or the notary involved.

Based on an interview with Notary X, an authentic deed was described as generally providing legal certainty for the parties because it is executed by or before a notary acting as an authorized public official in accordance with the provisions of the Law on the Position of Notaries (Notary X, personal interview, 2026). Notary X explained that an authentic deed has strong evidentiary value with respect to the identities of the parties, the date of execution, the contents of the agreement, and the parties' signatures. Therefore, when all deed-execution procedures have been fulfilled in accordance with the Law on the Position of Notaries, the deed can serve as important evidence if a dispute arises in the future.

Nevertheless, Notary X acknowledged that legal certainty does not depend solely on a deed's status as an authentic deed but also on the notary's compliance with all prescribed procedures. According to Notary X, some practices in the field involve deeds not being read aloud directly before the appearing parties because of time constraints or requests from the parties themselves. Notary X recognized that such practices may give rise to legal problems if they do not satisfy the statutory exceptions provided under the Law on the Position of Notaries.

Notary X further explained that if formal procedures, including the reading of the deed, the presence of the appearing parties and witnesses, and signing at the same time, are not carried out in accordance with applicable laws and regulations, the deed's evidentiary force may be challenged. In certain circumstances, violations of formal requirements may cause the deed to lose its authentic status and retain only the evidentiary force of a private deed, provided that the relevant legal requirements are satisfied.

Furthermore, Notary Y emphasized that legal certainty also depends on the notary's professionalism, independence, and diligence in performing official duties. Notaries are required to verify the identities of the appearing parties, ensure their legal capacity, explain the contents of the deed accurately, and ensure that the entire deed-execution process complies with the Law on the Position of Notaries. When these obligations are fulfilled consistently, authentic deeds can provide legal protection and legal certainty for the parties concerned (Notary Y, personal interview, 2026).

Thus, authentic deeds generally provide legal certainty because of their strong evidentiary force under the law. However, the extent of that certainty depends substantially on the notary's compliance with the procedures established by the Law on the Position of Notaries. The greater the notary's compliance with the formal and substantive requirements for executing a deed, the stronger the legal protection and certainty afforded to the parties. Conversely, deviations from the prescribed procedures may diminish the deed's evidentiary force and create legal uncertainty if a dispute arises in the future (Notary Y, personal interview, 2026).

The interviews also reveal a close relationship between the implementation of authentic deed-signing procedures and the legal certainty provided by the resulting deeds. The findings indicate that although the notaries understand the provisions of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 on the Position of Notaries, deviations still occur in practice. One of the most frequently reported issues is the failure of notaries to read deeds aloud before the appearing parties prior to signing. This discrepancy between the applicable legal requirements and actual practice highlights the importance of consistent procedural compliance in maintaining the authenticity of deeds and ensuring legal certainty for the parties.

Notary X stated that this practice occurs for various reasons, including a heavy workload, limited time, and requests from the parties to complete the signing process more quickly (Notary X, personal interview, 2026). Meanwhile, Notary Y explained that the deed may not be read aloud by the notary when the parties have previously read and understood its contents. Nevertheless, such a practice must comply with Article 16(1)(m) of the Law on the Position of Notaries, including the provisions governing exceptions to the obligation to read the deed aloud. Accordingly, a notary's decision not to read the deed aloud directly to the appearing parties is permissible only when the statutory requirements for an exception have been satisfied. If these requirements are not met, the omission may raise concerns regarding compliance with the formal procedures for executing an authentic deed (Notary Y, personal interview, 2026).

These findings indicate that the implementation of deed-signing procedures in practice continues to reveal a gap between *das sollen*, or the normative requirements prescribed by law, and *das sein*, or the actual conditions encountered in practice. On the one hand, the Law on the Position of Notaries clearly regulates the stages involved in executing a deed as part of the formal requirements for establishing its authentic status. On the other hand, considerations of efficiency in practice may lead to these procedures not being implemented consistently.

This situation has direct implications for the legal certainty afforded by authentic deeds. Legal certainty is determined not only by the existence of rules governing notarial authority but also by the notary's compliance with those rules. Authentic deeds possess strong evidentiary force because they are executed in accordance with procedures prescribed by law. If these procedures are not fulfilled, the deed's authentic status may be challenged, and its evidentiary force may be diminished, depending on the legal consequences stipulated in the applicable legislation.

When examined through the theory of authority, a notary's authority constitutes an attributed authority conferred directly by law. This authority not only entitles a notary to execute authentic deeds but also requires the notary to comply with all procedures prescribed by the Law on the Position of Notaries. Accordingly, the exercise of notarial authority must remain within the boundaries established by law. When a notary disregards a formal obligation, such as reading a deed aloud without satisfying the statutory requirements for an exception, the exercise of that authority no longer reflects the proper use of the authority conferred by legislation (HR, 2018). Consequently, the deed's function as an instrument with strong evidentiary force may be called into question.

Furthermore, from the perspective of Gustav Radbruch's theory of legal certainty, legal certainty can be achieved only when legal norms are applied consistently by authorized officials (Spaak, n.d.). In the context of notarial practice, legal certainty does not arise solely from the existence of the Law on the Position of Notaries as the legal basis for the notarial office. Rather, it is realized through the orderly implementation of all deed-execution procedures in accordance with applicable legal provisions. Therefore, when the execution and signing of a deed do not fully comply with the Law on the Position of Notaries, the legal certainty that an authentic deed is intended to provide may be undermined. Although the parties may still possess the deed as evidence, if the procedures governing its execution are challenged in court, the deed's evidentiary force may be examined by the judge. As a result, its function as an instrument that provides legal certainty may no longer be fully realized (Pradnya Paramita, n.d.).

Accordingly, the findings demonstrate a close relationship between the implementation of deed-signing procedures and the guarantee of legal certainty. The higher the level of a notary's compliance with the procedures prescribed by the Law on the Position of Notaries, the stronger the legal certainty that the authentic deed can provide to the parties (Akta & Yunian, 2022).

Conversely, deviations from the formal procedures for executing deeds, particularly those concerning the reading and signing of deeds, may undermine their authentic status, weaken their evidentiary force, and create legal uncertainty if a dispute arises in the future (Rizky Yunian, 2024).

Thus, the implementation of deed-signing procedures is one of the factors determining whether authentic deeds can effectively guarantee legal certainty. When notarial authority is exercised and all deed-execution procedures are carried out in accordance with the Law on the Position of Notaries, the deed has a sound legal basis for fulfilling its evidentiary function. Conversely, non-compliance with the prescribed procedures may affect the deed's authentic status and evidentiary force, ultimately weakening the legal certainty afforded to the parties.

Therefore, the legal certainty provided by authentic deeds executed by or before a notary is determined not merely by the existence of the deed and the parties' signatures but by the entire process through which the deed is executed. Legal certainty emerges from the relationship between notarial authority, procedural compliance, the authentic status of the deed, its evidentiary force, and the protection of the parties' rights and obligations.

CONCLUSION AND SUGGESTIONS

Conclusion

Based on the research findings concerning the signing of authentic deeds executed by or before a notary to ensure legal certainty, the following conclusions can be drawn.

First, the implementation of procedures for signing authentic deeds executed by or before a notary is expressly regulated under Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 on the Position of Notaries, particularly Article 16(1)(m). This provision requires the notary to read the deed aloud before the appearing parties in the presence of witnesses, after which the appearing parties, witnesses, and notary must sign the deed at the same time. These requirements constitute formal elements that must be fulfilled for a deed to qualify as an authentic deed. Nevertheless, practices that do not fully comply with these provisions remain evident, including the signing of deeds outside the notary's presence and the failure of notaries to read deeds aloud before the appearing parties as required. Such practices indicate that the implementation of notaries' obligations concerning deed-execution procedures has not yet been fully consistent with the requirements established by the Law on the Position of Notaries.

Second, the legal certainty afforded by authentic deeds executed by or before a notary depends substantially on the fulfillment of all applicable formal and substantive requirements during their execution. An authentic deed can provide strong evidentiary force when it is executed by an authorized official, complies with the form prescribed by law, and follows the legally established procedures. If the signing procedures are not implemented in accordance with the Law on the Position of Notaries, the deed may be subject to challenges concerning its authentic status, may be downgraded to the evidentiary status of a private deed, or, depending on the nature and legal consequences of the violation, may be declared null and void. Consequently, the legal certainty that an authentic deed is intended to provide may be diminished, thereby limiting the effective legal protection available to the parties. These findings demonstrate a close relationship between a notary's compliance with deed-signing procedures and the assurance of legal certainty for parties who rely on the deed as evidence.

Suggestions

Notaries are expected to consistently comply with all procedures for executing and signing authentic deeds as stipulated in the Law on the Position of Notaries, particularly the obligation to read deeds aloud before the appearing parties in the presence of witnesses and to ensure that the deed is signed in accordance with the applicable legal requirements. Any exception to the obligation to read a deed aloud must satisfy the statutory conditions. Notaries should also strengthen their professionalism, diligence, and responsibility in carrying out their official duties to prevent procedural violations that may affect the authenticity and evidentiary force of deeds.

Furthermore, the relevant supervisory authorities and the Indonesian Notary Association should strengthen guidance, supervision, and periodic evaluation of notarial practices to ensure consistent compliance with statutory requirements. Future researchers are encouraged to examine the legal consequences of specific procedural violations in greater depth, including their implications for the authenticity of deeds, evidentiary force, and legal protection for the parties. Such research could also involve a broader range of notaries and jurisdictions to provide a more comprehensive understanding of the implementation of deed-signing procedures and the achievement of legal certainty in notarial practice.

Limitations

This study has several limitations. First, the research focuses on the implementation of procedures for signing authentic deeds executed by or before a notary and their implications for legal certainty, with empirical findings based on interviews with a limited number of notaries. Consequently, the findings may not fully represent notarial practices across different regions of Indonesia. Second, the study primarily examines compliance with formal requirements under the Law on the Position of Notaries, particularly the obligation to read deeds aloud and the procedures for signing them. Other factors that may influence legal certainty, such as differences in the interpretation of statutory provisions, supervisory mechanisms, and the resolution of disputes concerning authentic deeds, have not been explored comprehensively.

Recommendation

Future research should involve a broader range of notaries from different regions and incorporate additional perspectives, including those of legal practitioners, supervisory authorities, and parties who have used notarial services. Comparative studies across jurisdictions may also provide a deeper understanding of variations in the implementation of deed-signing procedures. Furthermore, future studies should examine the legal consequences of specific procedural violations in greater detail, particularly their effects on the authenticity

and evidentiary force of deeds and the legal protection afforded to the parties. In practical terms, notaries should consistently comply with the statutory requirements governing deed execution, while supervisory authorities and the Indonesian Notary Association should strengthen professional guidance, monitoring, and periodic evaluation. These efforts are expected to promote greater procedural compliance and strengthen legal certainty in notarial practice.

REFERENCES

Abdillah, S. (2023). Batasan Kewenangan dan Tanggung Jawab Notaris-PPAT dalam Edukasi Prosedur Pembuatan Akta Otentik Ditinjau dari Pasal 51 KUHP. Journal of Education Research, 4(1), 67–72. https://doi.org/10.37985/jer.v4i1.125

Abdul Ghofur Anshori. (2009). Lembaga kenotariatan Indonesia: perspektif hukum dan etika.

Akta, M., & Yunian, R. (2022). Keabsahan Akta Notaris Yang Tidak Dibacakan Oleh Notaris Di Depan Para Penghadap Dan Para Saksi Pada Saat Penandatanganan. 2(2), 286–296.

Ali, A. (2009). Menguak teori hukum (legal theory) dan teori peradilan (judicialprudence). Jakarta: Kencana.

Anand, G. (2018). Karakteristik Jabatan Notaris di Indonesia.

Anwary, I. (2025). Kekuatan Pembuktian Akta Otentik yang Mengalami Penurunan Status Menjadi Akta di Bawah Tangan. (1), 1–9.

Aprita, S. (2022). Analisis Terhadap Implementasi Peraturan Perundang-Undangan Di Indonesia Sebagai Upaya Meningkatkan Kesejahteraan Masyarakat. Adalah, 5(2), 41–56. https://doi.org/10.15408/adalah.v5i2.27639

ARBEN, A., & SHANDY UTAMA, A. (2024). Kedudukan Akta Notaris Sebagai Akta Autentik Dalam Hukum Perdata Berdasarkan Undang-Undang Jabatan Notaris. ANDREW Law Journal, 3(1), 1–11. https://doi.org/10.61876/alj.v3i1.26

Asshiddiqie, J. (n.d.). Pengantar Ilmu Hukum Tata Negara, Jakarta: Rajawali Pers, 2016, hlm. 122–124.

Cahayani, D. (2024). Kewenangan Notaris Dalam Pembuatan Akta Otentik Berdasarkan Undang-Undang Nomor 2Tahun 2014 Tentang Jabatan Notaris. Jurnal Pendidikan Dasar Dan Sosial Humaniora, 3(10), 1–23.

Dan, M., Hak, K., & Sipil, A. C. (1847). Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek), Pasal 1548, LNRI Tahun 1847 No. 23.

Darji Darmodihardjo dalam Hyronimus Rhiti. (2011). Filsafat Hukum ;Edisi lengkap (Dari Klasik sampai Postmoderenisme).

Doly, D. (2011). Kewenangan Notaris Dalam Pembuatan Akta Yang Berhubungan Dengan Pertanahan. Negara Hukum, 2(2), 269–286.

Dr. Asmak Ul Hosnah, S.H., M. H., Dr. Dwi Seno Wijanarko, S.H., M. H., & Dr. Hotma P. Sibuea, S.H., M. . (2021). KARAKTERISTIK ILMU HUKUM DAN METODE PENELITIAN HUKUM NORMATIF.

Dr. H. Nur Solikin, S.Ag., M. (2021). PENGANTAR METODOLOGI PENELITIAN HUKUM.

Dr. Herlien Budiono, S. H. (2013). Kumpulan tulisan hukum perdata di bidang kenotariatan.

Dr. Johnny Ibrahim, S.H., M. H. (2013). Teori & Metodologi Penelitian Hukum Normatif. (hln 45-50), 468.

Dr. Muhaimin, SH., M. H. (2020). METODE PENELITIAN HUKUM.

Dr. Oksidelfa Yanto., S.H., M. H. (2020). NEGARA HUKUM: KEPASTIAN, KEADILAN DAN KEMANFAATAN HUKUM (Dalam Sistem Peradilan Pidana Indonesia).

Dwipayani, T. C., & Dananjaya, N. S. (2025). Penafsiran Makna Alat Bukti Sempurna Akta Notaris dalam Sudut Pandang Pembuktian Abstrak. 10(01), 44–57.

Erik Claes. (2009). Wouter Devroe, dan Bert Keirsblick, Facing the Limits of the Law.

Faiz, M. (2023). Penggunaan Tanda Tangan Berubah-Ubah oleh Pejabat Pembuat Akta Tanah (Ppat) di dalam Pembuatan Akta. 6(1), 167–182.

Faruq, A. Al, & Lastiar, R. (2015). Perlindungan Notaris Dalam Pengambilan Minuta Akta dan Pemanggilan Pada Peradilan Pasca Undang-Undang Nomor 2. Jurnal Penelitian Hukum, 2(2), 77–89.

Friedman. (1990). Teori dan Filsafat Hukum:Idealisme Filosofis dan Problema Keadilan, diterjemahkan dari buku aslinyaLegal Theory oleh Muhamad Arifin.

G.H.S. Lumban Tobing, S. . (1980). Peraturan Jabatan Notaris.

H.S. Brahmana, SH., M. . (2012). Teori dan Hukum Pembuktian. Pn-Lhoksukon.Go.Id, 17.

Habib, A. (2014). Hukum Notaris di Indonesia.

Habib, A. (2017). Hukum Notaris Indonesia Tafsir Tematik Terhadap UU No. 30 Tahun 2004 Tentang Jabatan Notaris.

Hadjon, P. M. (1987a). Perlindungan Hukum Bagi Rakyat Indonesia. Surabaya.

Hadjon, P. M. (1987b). Perlindungan Hukum Bagi Rakyat Indonesia.

HR, D. R. (2018). Hukum Administrasi Negara.

Indonesia, U. D. N., Indonesia, R., & Esa, Y. M. (1945). NEGARA REPUBLIK INDONESIA TAHUN 1945. Pasal 1 ay.

Jeremy Bentham. (1996). An Introduction to the Principles of Morals and Legislation, Oxford: Clarendon Press,.

Jimly Asshiddiqie. (2016). Pengantar Ilmu Hukum Tata Negara.

Kie, V.-O.-P. dalam T. T. (1987). Serba-Serbi Praktek Notariat.

Kusumaningrum, E. (2023). AKTA DI HADAPAN NOTARIS DALAM PEMBUATAN. 7(1), 50–64.

Lilik Rasyididalam Zainuddin Ali. (2010). Filsafat Hukum, Jakarta :Sinar Grafika, 2010, Hlm. 59.

Lubis, M. S. (n.d.). Filsafat Ilmu dan Penelitian.

Mario Julyano dan Aditya Yuli Sulistyawan. (2019). “Pemahaman terhadap Asas Kepastian Hukum Melalui Konstruksi Penalaran Positivisme Hukum,” (Crepido 1,).

Mertokusumo, S. (2010). Mengenal Hukum.

Muhajirin. (2023). Kepastian Hukum Terhadap Penandatanganan Akta Perjanjian Kredit Tanpa Kehadiran Notaris.

Muhammad Alfan Thoriq, Reka Dewantara, D. A. I. (2021). KEKUATAN PEMBUKTIAN AKTA PEMBIAYAAN SYARIAH DALAM BENTUK AKTA NOTARIIL YANG BERDASARKAN PRINSIP SYARIAH. 5, 407–431.

Munir Fuady. (n.d.). Teori-Teori Besar (Grand Theory) Dalam Hukum,.

Muslim, B., Yaqin, K., & Alfath, T. P. (2026). Pencantuman Waktu Penandatanganan Dalam Akta Notaris Sebagai Wujud Kepastian Hukum Akta Autentik. 7(70), 32–46. https://doi.org/10.56444/nlr.v7i2.3705

Notodisoerjo, R. S. (n.d.). Hukum Notariat di Indonesia.

Ode, W., & Utarid, R. (2023). Legal consequence towards an authentic act that was not ready by notary and not signed jointly by the parties based on law of notary. 4(1).

Otentik, A. (2018). Kedudukan Akta Otentik dalam Hubungannya dengan Hak Konstitusional Warga Negara The Position of Authentic Deeds in Relation to The. 15.

Otentisitas, N., Dari, D., & Praduga, A. (2021). p-ISSN : 2549-3361 e-ISSN : 2655-7789. 5, 365–372.

Padja, F. H. U. P. (2017). Acta Diurnal Jurnal Ilmu Hukum Kenotariatan. https://doi.org/10.23920/acta

Pengetahuan, A. I. (2021). Sejarah Hukum Suatu Pengatar penelitian dan ilmu pengetahuan.

Peter Mahmud Marzuki. (2008). PENGANTAR ILMU HUKUM. Kencana pranada media grup,.

Pradnya Paramita. (n.d.). Kitab Undang-Undang Hukum Perdata.
Pramono, D. (2015). 1999 Hukum Acara Perdata Indonesia, Yogyakarta : Liberty. Lex Jurnalica, 12(3), 248–258.
Pratama, B., Warsito, H., & Adriansyah, H. (2022). Prinsip kehati-hatian dalam membuat akta oleh notaris. 11(1), 24–33. https://doi.org/10.28946/rpt.v11i1.1640
Radbruch, G. (1950). Legal Philosophy.
Rahardjo, S. (2017). Ilmu Hukum.
Rahman, F. A. (n.d.). Penerapan Prinsip Kehati-Hatian Notaris Dalam Mengenal Para Penghadap. 423–440.
Raykangki, S. (2025). ANALISIS KEKUATAN PEMBUKTIAN PELEKATAN SIDIK JARI PADA MINUTA AKTA DI HADAPAN NOTARIS ANGGA MAHADITAMA YANG BERKEDUDUKAN DI KABUPATEN OKU TIMUR.
Republik Indonesia, Undang-Undang Nomor 2 Tahun 2014,. (n.d.-a).
Republik Indonesia, Undang-Undang Nomor 2 Tahun 2014. (n.d.-b).
Risna Fitriyansa, M. M. (2024). Peran Latar Belakang Penelitian Dalam Mengembangkan Kerangka Teoritis Kajian Literatur". 5, 185–194.
Rizky Yunian. (2024). Unes Law Review Kepatuhan Hukum Bagi Notaris Terhadap Akta Yang Tidak Dibacakan Ditandatangani oleh Penghadap Secara Bersama- Sama. 7(2), 921–934. https://doi.org/https://doi.org/10.31933/unesrev.v7i2.2392
Robert Alexy. (2015). "Legal Certainty and Correctness," Ratio Juris 28, no. 4.
Sa'adah Sa'adah, Saima Amalia, Hildatul Hidayah, & Siti Rahma Anggita. (2025). Analisis Yuridis Atas Akta Notaris Yang Cacat Hukum Dan Implikasinya Terhadap Keabsahan Perjanjian. Indonesian Journal of Islamic Jurisprudence, Economic and Legal Theory, 3(2), 1566–1573. https://doi.org/10.62976/ijijel.v3i2.1146
Sajadi, I., & Saptanti, S. N. (2015). Tanggung jawab notaris terhadap keabsahan akta notaris yang dibuatnya atas penghadap yang tidak dapat membaca dan menulis. Jurnal Reportorium, II(2), 177–186.
Sempurna, Y., & Praktik, D. (2026). Jurnal Hukum dan Kesejahteraan Jurnal Hukum dan Kesejahteraan. 7(1), 62–67.
Soenaryo, C. (2023). Revocations of Notary Deeds by Courts from the Perspective of Legal Certainty in Indonesia. 10(2), 75–85.
Soerjono Soekanto. (2009). Penelitian Hukum Normatif.
Sosial, J. I. (2024). Al-Dalil Jurnal Ilmu Sosial, Politik, dan Hukum Analisis Terkait Akta Otentik Sebagai Alat Bukti Dalam Perkara Hukum Perdata. 2(3), 32–37.
Subekti,. S.H, P. R. (2001). Hukum Pembuktian.
Sudikno Mertokusumo dalam Siti Halilah dan Mhd Fakhrurrahman Arif. (2021). , "Asas Kepastian Hukum Menurut Para Ahli," Siyasah: Jurnal Hukum Tata Negara 4, No. 2.
Sudikno Mertokusumo. (2006a). Hukum Acara Perdata Indonesia,.
Sudikno Mertokusumo. (2006b). Metode Penemuan Hukum.
Suryandari, R. P., Prabandari, A. P., Kenotariatan, P. S., Hukum, F., & Diponegoro, U. (2020). AKIBAT HUKUM TIDAK TERPENUHINYA SYARAT-SYARAT. 13, 819–837.
Tan Thong Kie. (2011). Studi Notariat dan Serba-serbi Praktik Notaris.
Teori, T., & Paradigma, K. D. A. N. (n.d.). DALAM KAJIAN TENTANG MANUSIA , MASYARAKAT DAN HUKUMNYA oleh : Soetandyo Wignjosoebroto.
Tjandraningsih, D. (2025). Legal Liability of Notaries for Authentic Deeds Containing Formal and Material Defects. 3(2), 49–54.
Torben Spaak. (2009). "Meta-ethics and Legal Theory: The Case of Gustav Radbruch," Law and Philosophy 28, no. 3,.
Undang-Undang Nomor 2 Tahun 2014 tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris. (n.d.).

Undang-Undang Republik Indonesia Nomor 2 Tahun 2014 tentang Perubahan atas Undang-Undang Nomor 30 Tahun 2004. (n.d.).

Undang-Undang Republik Indonesia Nomor 2 Tahun 2014 tentang Perubahan atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris, Pasal 16 ayat (1) huruf a. (n.d.).

Undang-Undang tentang Jabatan Notaris. (2016). Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 (UU Nomor 02 Tahun 2014). Undang-Undang Tentang Jabatan Notaris, 1–43.

Wibawa, I. B. P. P. (2019). Penggunaan Tanda Tangan Berubah-Ubah oleh Penghadap di dalam Pembuatan Akta Notaris. Acta Comitas, 3(3), 458. https://doi.org/10.24843/ac.2018.v03.i03.p06

Widodo Dwi Putro. (2024). Filsafat Hukum: Pergulatan Filsafat Barat, Filsafat Timur, Filsafat Islam, Pemikiran Hukum Indonesia Hingga Metajuridika di Metaverse, Edisi Ke-2 (Jakarta: Kencana, 2024), hlm. 180 (Edisi Ke-2).

X, N. (2026). Wawancara Di Kantor Notaris X Yang Berkedudukan Di Kabupaten Ogan Komering Ulu Timur.

Y, N. (2026). Wawancara Di Kantor Notaris Y Yang Berkedudukan Di Kota Palembang.

Yudha, F. A. (2024). Analisis Hukum Terhadap Penggunaan dan Pembuatan Akta Notaris Secara Elektronik Dengan Menggunakan Artifisial Intelegensi (AI). 1(3).

Yulies Tiena Masriani. (2018a). Penerapan Prinsip Kehati-Hatian Notaris Dalam Mengenal Para Penghadap,.

Yulies Tiena Masriani. (2018b). Penerapan Prinsip Kehati-hatian Notaris Dalam Mengenal Para Penghadap.