

Notary's Responsibility for Signing a Blank Deed of Agreement

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Abstract

The background is the practice of agreements for building shophouses which are stated in the Deed of Agreement through blank forms made before a Notary. The issue that arises then is whether the agreement can be accepted in positive law. The problem in this journal discusses how the Notary's Responsibility for the Deed of Agreement through blank forms and How the Legal Protection for the injured party is for the Deed that is canceled, which aims to gain an understanding regarding the validity of the Deed of Agreement. The method used is Normative Jurisprudence, Conceptual Approach Type, Using Data Collection Methods with Literature studies related to Laws and Regulations, and the Research Specifications used are Descriptive Techniques that focus on solving legal problems and events. The results of this study explain that the Notary's responsibility in making a deed of agreement through blank forms is very large, including civil, criminal, and administrative responsibilities. Legal protection for parties to a deed of agreement that is canceled by law is based on the principle of justice and legal certainty guaranteed by statutory regulations.

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1. BACKGROUND OF THE PROBLEM

The 1945 Constitution of the Republic of Indonesia states that Indonesia is a country of law. The principle of a country of law is to guarantee legal certainty, order and legal protection based on truth and justice. Certainty, order and legal protection according to the existence of evidence that clearly determines the rights and obligations of a person or legal entity as a legal subject in society. (Jimly Asshiddiqie and Ali Safa'at, 2006)

In community life, provisions are needed to regulate proof of the occurrence of an event, condition or legal act, so that in civil law, the important role of a deed is needed as a written document that can provide written evidence of the existence of an event, condition or legal act. A legal act performed by a person with written evidence is made and published in the form of an authentic deed that contains the formal truth about the existence of a legal act that is done to determine the rights and obligations of each person who performs a legal act, achieve a legal certainty, and prove the legal act. (Ni Gusti Ketut Sri Astiti, 2023)

Public officials who have the authority to make authentic deeds or known as notarial institutions that are responsible for the evidence made to determine civil matters. In the Indonesian legal system, the role of a notary as a public official who is authorized to make authentic deeds has a very important function in protecting the rights of parties in an agreement. (Teguh Samudra, 2012)

Soetardjo Soemoatmodjo, stated that the rights of the community, especially those related to civil matters, must receive legal protection. These rights are used in behavioral

activities as legal actions. When related to the role of a notary as a public official who makes authentic deeds, then if these actions carried out by the community are made with authentic deeds, their legal protection will be guaranteed, because the deed can be used as evidence of a certain legal act. (Soetardjo Soemoatmodjo, 1986)

Authentic Deed is a written form that is made to be used as evidence if there is an event and is signed. Deeds have 2 (two) important functions, namely formal functions (*formality of cause*) and the function of evidence (*proof case*). Formal function means that for completeness and perfection, not for the validity of a legal act, a deed must be made. The function of evidence that the deed is made at the time of proof at a later date, the written nature of an agreement in the form of a deed does not make the agreement valid, but only so that it can be used as evidence at a later date are doing

Notaries as public officials have the authority to make a deed must be in accordance with UUJN which is authorized to make authentic deeds can be burdened with responsibility for their actions. In terms of legal protection for the injured party, the Civil Code provides a legal basis for filing a lawsuit for unlawful acts or breach of contract against the party who misuses the contents of the deed signed through a blank form. Article 1365 of the Civil Code stipulates that every act that violates the law and causes harm to another person requires the perpetrator to compensate for the loss. Thus, the injured party can claim compensation for the loss caused by the change in the contents of the deed. (Abdul Ghofur Anshori, 2009)

Notaries are regulated in Article 1 Number 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notaries which states that Notaries are public officials who are authorized to make authentic deeds and other authorities as referred to in this law. Meanwhile, PPAT in carrying out its duties in making deeds is regulated in Article 1 paragraph (1) of Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning the Regulation of PPAT Positions and then followed by Registration at the local National Land Agency (BPN) office according to the location of the certificate object.

An authentic deed is a deed made by an official who is authorized to do so by the authorities according to the provisions that have been set, either with or without assistance from interested parties, which records what is requested to be included in it by the interested parties. The authentic deed contains a statement from an official explaining what was done or seen in front of him. Based on the above, it can be seen that a notary as a public official has the authority to make a deed that must be in accordance with the UUJN and the Notary Code of Ethics.

Notary as a public official (*public official*) the one who is authorized to make an authentic deed can be burdened with responsibility for his actions in connection with his work in making the deed. The scope of the notary's responsibility includes the material truth of the deed he made. Regarding the responsibility of a notary as a public official in this discussion includes the responsibility of the notary profession itself which is related to the deed.

In carrying out his/her position as a Public Official, it cannot be denied that a Notary is involved in a legal case, whether the Notary is made a witness in a trial or becomes a suspect because there is an error in the deed made by him/her, or because there is an error from the person appearing who provides information or documents that are not in accordance with the truth or because the Notary has made an agreement with the person appearing which

causes another party to suffer a loss.¹ In this case the injured party is the Notary's client due to the Notary's actions, namely in making an authentic deed that is not in accordance.

In practice, notaries in carrying out their duties and positions in making deeds are not free from mistakes or errors, either caused by unprofessional behavior or siding with one party, resulting in problems that result in legal problems, both in the realm of criminal law and civil law. In reality, currently the implementation of the law in the field is still found Notaries who make mistakes, whether it is intentional or due to negligence, which in the end can be said to be a violation of the Notary Law and Code of Ethics.

In an increasingly advanced era, the role of notaries is increasingly needed by the community, one of which is in making agreements. This is related to the need for strong evidence, if in the future there is a dispute between the parties. Therefore, in carrying out their duties, notaries in providing their services are based on the provisions of laws and regulations. If a notary is negligent or intentionally allows the making of a deed with a blank form without adequate explanation to the party appearing, then the notary can be subject to sanctions in accordance with Article 16 paragraph (11) Number 2 of 2014.

As in the case of decision Number 408/Pdt/2019 where the Notary did things outside the applicable regulations, starting with the Plaintiff named Sarpin, Sutrisno, Kumiati, Parsini, Juriah, Mustakim, Yuliatun, Ismail, on November 14, 2012, an agreement was reached with the Defendant Johan regarding an agreement to build a shophouse with a Certificate of Ownership Number 207/Muara Kumpeh located on Jalan Raya, Kasang Pudak Village, Kumpeh Ulu District, Muara Jambi Regency.

The agreement was stated in a Deed of Agreement made at Notary & PPAT Yeni Pujihartini, S.H., M.Kn as Defendant II, then the Plaintiffs were asked by the Defendant to come to the Office of Defendant II to sign a blank paper which at that time was said by Defendant II to be used for the interests of the Build to Share Shophouse agreement. There were several things that according to the Plaintiffs did not comply with what was agreed upon, then Defendant I Submitted a Copy of the Deed of Build to Share Shophouse Agreement and after reading the contents of the Agreement in the Deed, the Plaintiffs Realized that there were several things stated in the deed that did not comply with what was previously agreed upon by the Plaintiffs with Defendant I. A total of 3 (three) shophouses were written as (4) shophouses.

Defendant I did not carry out the construction of the shophouse (ruko) in accordance with the contents of the agreement. Where in Article 3 (three) of the Deed of Agreement Number 28 it states "The second party will hand over the shophouse part owned by the first party to the party as soon as possible after the construction of the shophouse (ruko) is completed, no later than within a period of 30 (thirty) months, from the date this deed was signed". The latest deadline for Defendant I to hand over the shophouse (ruko) to the Plaintiffs, but until the specified time Defendant I had not completed the shophouse and had not been able to hand over the shophouse (ruko) to the Plaintiffs.

On September 24, 2015, the Plaintiffs filed a lawsuit for breach of contract with the Sengeti District Court and during the lawsuit, Defendant I stopped carrying out physical work on the object of the case and the parties' legal counsel also continued to try to resolve the matter through deliberation outside the trial, but had not yet achieved a settlement, until

¹Vivi Carolin Wijaya, Civil Legal Protection for Notary Clients Who Suffer Losses Due to the Issuance of a Legally Defective Authentic Deed by a Notary, *Acta Diurnal Journal of Notary Law, Faculty of Law, Padjadjaran University*, Bandung, Vol. 7, No. 1, 2023, hlm. 16.

the Plaintiffs withdrew the lawsuit with the aim of resolving it through discussions outside the trial.

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Problem Formulation

Based on the background of the problem that has been described above, the problem formulation can be presented as follows:

1. How Notary's Responsibility for Signing Blank Deeds of Agreement in Decision Study Number 408 PK/Pdt/2019?
2. How Legal Protection for parties harmed by the Deed that was cancelled in the Study of Decision Number 408 PK/Pdt/2019?

3. RESEARCH METHODS

The research method used is Normative Juridical associated with the problems studied, using applicable laws and regulations. The data sources used by the author in the study are secondary data sources with an emphasis on the study of positive legal principles derived from library data.

The type of approach used in this research is a conceptual approach, namely analyzing laws and regulations that have a correlation and legal relationship to the problems being studied, so that ideas will be found that give rise to regulations or legal doctrines that are relevant to the conflict or problem being faced.

Data Collection Method the author uses a literature study related to the object and cites references including Legislation, journals, books, articles and the internet. Making one reference in accordance with the research conducted with the aim of providing detailed information.

The research specification used is a descriptive technique, focusing on solving legal events. The Data Analysis Method used is a literature study using qualitative analysis based on laws and regulations, expert views, legal concepts and theories, and understanding of the results of the analysis itself.

4. DISCUSSION

A. Notary's Responsibility for Signing Blank Deeds of Agreement in Decision Study Number 408 PK/Pdt/2019.

The definition of responsibility itself according to the Great Dictionary of the Indonesian Language is a state of being obliged to bear everything if unexpected things happen and can be sued. According to legal provisions, responsibility is a result of the consequences of a person's freedom regarding his actions related to ethics or morals in

carrying out an action. There are two terms that refer to responsibility in the legal dictionary, namely liability and *responsibility*. *Liability* is a broad legal term that refers to all characters of risk or responsibility, including all rights and obligations actually or potentially. Responsibility means something that can be accounted for an obligation, and includes decisions, skills, abilities, and skills including the obligation to be responsible for the laws implemented (Soekidjo Notoatmojo, 2010)

From the above understanding, responsibility is a person's ability to demonstrate personal qualities to carry out their work. Associated with Notaries, where moral responsibility is based on the obligations contained in Article 16 paragraph (1) Number 2 of 2014 concerning the Notary Law, namely:

- 1) In carrying out his/her duties, a notary is obliged to:
 - a. act in a trustworthy, honest, thorough, independent, impartial manner and protect the interests of the parties involved in legal actions;
 - b. make a Deed in the form of a Deed Minute and store it as part of the Notary Protocol;
 - c. attach letters and documents as well as fingerprints facing the Minutes of the Act;
 - d. remove Fat act, Copy Acts, or Collection of Acts based on Minutes of Acts;
 - e. provide services in accordance with the provisions of this Law, unless there is a reason to refuse them;
 - f. keep confidential everything regarding the Deed he has made and all information obtained for the purpose of making the Deed in accordance with the oath/promise of office, unless the law determines otherwise;
 - g. binding the Acts he made in 1 (one) month into a book containing no more than 50 (fifty) Acts, and if the total number of Acts cannot be contained in one book, the Acts can be bound into more than one book, and note the number of Minutes of the Acts, the month, and the year of their creation on the cover of each book;
 - h. make a list of the Deed of protest against non-payment or non-receipt of securities;
 - i. making a list of Acts related to wills according to the order of time of making the Acts every month;
 - j. send a list of deeds as referred to in letter i or a null list relating to wills to the will registration center at the ministry that organizes government affairs in the legal sector within 5 (five) days in the first week of each following month;
 - k. record in the repertory the date of sending the list of wills at the end of each month;
 - l. have a stamp containing the national emblem of the Republic of Indonesia and in the space surrounding it is written the name, position, and location of the person in question;
 - m. read the Deed before the person appearing in the presence of at least 2 (two) witnesses, or 4 (four) witnesses specifically for making a Deed of Will privately, and signed at that time by the person appearing, witnesses and Notary; and
 - n. accepting internships for prospective notaries

With the rules above, if the obligation is violated, there are sanctions that have been arranged in Article 16 paragraph (11), (12), and (13) of the UUJN, which are:

- 2) Notaries who violate the provisions as referred to in paragraph (1) letters a to l may be subject to sanctions in the form of:
 1. written warning;
 2. temporary suspension;

3. honorable discharge; or
 4. dishonorable discharge.
- 3) In addition to being subject to sanctions as referred to in paragraph (1), violations of the provisions of Article 16 paragraph (1) letter j can be a reason for the party suffering a loss to demand reimbursement of costs, damages and interest from the Notary.
 - 4) Notaries who violate the provisions as referred to in paragraph (1) letter n may be subject to sanctions in the form of a written warning.

The responsibility of a notary in making a deed of agreement using a blank form is an important issue in notarial law. A blank form is a sheet that has not been filled with data, but is signed by the parties, and then filled in by a notary or other party afterwards. This practice often raises potential legal, legality and professionalism problems as mandated by Law Number 30 of 2004 concerning the Position of Notary which has been amended by Law Number 2 of 2014.

In the context of notary responsibility, blank forms have the potential to reduce the authentic value of the deed due to the element of non-compliance with formal provisions. A notary acts as an official authorized to make authentic deeds, and in carrying out his duties, he is required to act independently, honestly, and professionally in accordance with Article 16 of the Notary Law. It states that a notary is fully responsible for a deed he makes, both in terms of the validity of the procedure and the truth of the substance stated in the deed.

Article 38 of Law Number 2 of 2014 states that every deed must consist of an initial part, contents, and closing of the deed which contains a description of the reading of the deed and its signing in the presence of the relevant parties. In the case of using a blank form, if it does not comply with these provisions, the deed only has the force of a private deed, which clearly contradicts Article 41 of Law Number 2 of 2014 concerning the Position of Notary which requires the making of a deed authentically.

The notary's liability in the case of using blank forms can include civil, criminal, and administrative liability. In civil matters, a notary can be sued based on Article 1365 of the Civil Code concerning unlawful acts if the act is detrimental to one of the parties to the agreement. In criminal terms, falsification of data in blank forms can be subject to criminal sanctions in accordance with Article 263 of the Criminal Code, which regulates document falsification.

In addition, notaries who are proven to have violated the procedure for making authentic deeds using blank forms can be subject to administrative sanctions. Article 85 of the UUNJ explains that the Notary Supervisory Board has the authority to impose sanctions. This shows that notaries have a great obligation to ensure the truth and validity of the documents they make. An example of a case that often arises related to blank forms is when a notary does not ensure the material truth of the data that is later filled in by another party. In this case, the notary is not only morally and professionally responsible, but also legally. This responsibility includes losses suffered by parties who feel disadvantaged due to the use of blank forms in making deeds.

In general, the practice of blank forms poses a high risk to the credibility of notaries and the integrity of the deeds they produce. Notaries must ensure that each deed is made in accordance with the procedures prescribed by law, including the requirement to verify the accuracy of the data and ensure that all parties understand the contents of the deed before signing. Notaries are also required to refuse to make a deed if there is non-compliance with these provisions.

According to Krannenburg and Vegting, the theory of responsibility is: Theory *personal errors*, namely stating that losses to third parties are borne by officials due to

their actions having caused losses and the burden of responsibility is directed at the official as an individual.

The birth of a notary's responsibility is inseparable from the obligations and authorities for those who are held. A Notary is charged with the responsibility for the formal and material truth of the deed he made if the Notary is proven in court that the Notary committed negligence or intentional acts to the detriment of the parties. In other words, an authentic deed that is legalized before a Notary can be said to be void in a court decision so that the holders of the deed will feel that they have been harmed by the deed, so the Notary must be responsible for his mistake.

In terms of accountability for deeds made during his/her term of office, the Notary remains responsible for all deeds until the Notary retires. The form of accountability for deeds made by the Notary in carrying out his/her duties and authorities is divided into four, namely Civil, Criminal, Based on the provisions of UUJN and the Notary Code of Ethics, namely:

a. Civil Liability of Notaries

All regulations stipulated in UUJN only provide sanctions for violations by Notaries of a formal nature, for example the rules for issuing deeds and others. However, Notaries also have responsibilities in the materials of the deeds they issue. On the authority of Notaries in providing legal advice to the parties (Article 15 letter e UUJN). If the Notary is wrong in providing legal advice to the parties, it has a relationship with the deeds they issue.

b. Criminal Liability of Notaries

A criminal act is an act that is not permitted by a legal regulation, the prohibition is followed by a threat, namely a sanction that has a certain form of punishment for anyone who commits the violation. A criminal act is said to be an act that is not permitted by the law, and if there is a violation related to the prohibition, it will be accompanied by a sanction, in the form of a certain punishment. In carrying out the position as a Notary, the punishment in question is the punishment carried out by the Notary as a public official who has the authority to issue authentic deeds as regulated in the UUJN.

c. Notary's Responsibilities under UUJN

Article 65 of the UUJN states that a Notary is responsible for the deeds he/she issues even though the Notary protocol has been submitted to the recipient of the protocol. The article explains that a Notary bears responsibility for his/her deeds based on the UUJN.

d. Notary's Responsibilities Based on the Code of Ethics

As a general official, a Notary in carrying out his duties must not be free from ethics. The ethics referred to here are the existing Notary professional code of ethics and aim for notaries to truly carry out their duties professionally.

B. Legal Protection for parties harmed by the Deed that was cancelled in the Study of Decision Number 408 PK/Pdt/2019.

Law is one of the social orders supported by norms that are intentionally and consciously made to maintain social order and also to create justice and raise public awareness. Law is required to realize basic values in the form of justice, usefulness/benefit and legal certainty. Thomas Hobbes stated that law has the power to protect or save lives and interests. According to him, this power comes from a strong state that can enforce the law on citizens. (Habib Adjie, 2009)

Furthermore, it is different from Philipus M. Hadjon in that this case emphasizes more on legal protection for the community in relation to the relationship between the

community and the government. Legal protection for the people as the government has 2 (two) things, namely: (Philipus M. Hadjon, 1987)

- a. Preventive Legal Protection is a form of legal protection where the people are given the opportunity to submit objections or opinions before a government decision takes definitive form.
- b. Repressive Legal Protection is a form of legal protection which is more often applied in dispute resolution.

Associated with the party who suffers a loss due to a deed made by a Notary, which is then declared null and void by the court, based on the concept of preventive legal protection the party has the right to claim compensation. The claim for compensation is based on a breach of contract or unlawful act, and in terms of repressive protection the injured parties receive protection in accordance with the court's decision after the dispute. A Notary in carrying out his duties and authority in making a deed of agreement in accordance with formal requirements does not have an obligation to be responsible, but responsibility is carried out if he carries out an act that is not permitted by law.

Legal protection for the injured party due to a cancelled deed is an effort provided by the legal system to ensure justice and legal certainty. An authentic deed is very strong evidence in civil law, as explained in Law Number 2 of 2014. This protection is important because a cancelled deed can have a direct impact on parties who have relied on the deed is valid for a legal act. The definition of legal protection is all efforts made consciously by every person or government institution, private sector aimed at securing, controlling and fulfilling the welfare of life in accordance with existing human rights as regulated in Law Number 39 of 1999 concerning Human Rights. In other words, legal protection is a description of the function of law, namely the concept where law can provide justice, order, benefit and peace.

Therefore, Notaries are required to pay attention to the provisions stipulated in UUJN. By making a legally defective deed, which is then declared not authentic, not fulfilled, resulting in a deed under hand or that it is declared null and void by law, then this incident is contrary to the obligations as a Notary.

The state provides a sense of security to the community which is a form of service from legal protection. Every official has a product result according to his authority and remains valid even though the official is no longer in office. From the results of the product, if anyone feels disadvantaged, they can file a lawsuit with the State Administrative Court by suing the object of the lawsuit.

Cancellation of a deed can occur through a court decision after a lawsuit is filed by the party who feels aggrieved. In this context, Article 1365 of the Civil Code stipulates that any unlawful act that causes losses must be compensated by the guilty party. This also applies to the cancellation of a deed where procedural or substantial errors can be used as a basis for demanding accountability from the parties involved, including the notary if proven guilty.

Legal protection for the injured party can be through two main channels: civil and criminal. In the civil realm, the injured party can file a lawsuit for breach of contract or unlawful acts, depending on the context of the case. If it is proven that the deed that was canceled was caused by the negligence of the notary or related party, for compensation, in accordance with Article 1243 of the Civil Code. Conversely, if there is an element of intent or fraud, the injured party can also file a criminal lawsuit. In addition to through a lawsuit, the injured party can also file a complaint with the Notary Supervisory Board which functions to supervise and follow up on violations committed by notaries in carrying out their duties. If the notary is proven to have violated, the MPN can impose administrative sanctions ranging from written warnings to temporary or dishonorable

dismissal. Not only that, Article 84 of the UUJN also provides provisions for parties who feel aggrieved to claim compensation, interest, and other costs as compensation for losses suffered due to errors in making the deed.

Legal protection for the injured party is also strengthened by the existence of the Notary Honorary Council which plays a role in assessing and giving approval to legal actions involving notaries in the judicial process. The Notary Honorary Council was formed with the aim of protecting the notary profession while still maintaining the interests of the community who require legal certainty. Based on preventive legal protection, the deed of agreement made by a Notary becomes a deed under hand which is caused by the Notary's error which is not in accordance with the provisions, then the injured party can be entitled to compensation.

Repressive legal protection related to the authenticity of the deed of agreement made by a Notary is that the party can file a request for compensation as reflected in the case of Supreme Court Decision Number 1995 K / Pdt / 2017 dated October 19, 2017 in conjunction with the Decision of the Jambi High Court Number 65 / Pdt / 2016 / PT JMB with the decision making the deed of agreement null and void. A Notary is a public official who is authorized to make a deed must be in accordance with the existing facts and must comply with applicable regulations, although the deed made is based on the wishes and desires of the parties, but the Notary must still see evidence that what the parties say is appropriate and appropriate must be present in every process of making and signing the deed he made.

5. CONCLUSION

Based on the results of the discussion that have been presented, the conclusions are as follows:

A. Notary's Responsibility for Signing Blank Deeds of Agreement in Decision Study Number 408 PK/Pdt/2019.

The notary's responsibility in making a deed of agreement through a blank form is very large, including civil, criminal, and administrative responsibilities. . In civil law, a notary can be sued based on Article 1365 of the Civil Code concerning unlawful acts if the action is detrimental to one of the parties to the agreement. From a criminal perspective, falsification of data in a blank form can be subject to criminal sanctions in accordance with Article 263 of the Criminal Code, which regulates document falsification.

In this context, Law Number 2 of 2014 provides a clear legal framework to ensure that the injured party can obtain their rights fairly and proportionally. In accordance with Law Number 30 of 2004 and its amendments in Law Number 2 of 2014 concerning the Regulation of Notary Positions, notaries must carry out their duties with full integrity, transparency, and professionalism.

B. Legal Protection for parties harmed by the Deed that was cancelled in the Study of Decision Number 408 PK/Pdt/2019.

Legal protection for parties to a deed of agreement that is canceled by law is based on the principles of justice and legal certainty guaranteed by statutory regulations. With the existence of an authentic deed as valid evidence of a legal act, cancellation of the deed requires firm legal steps. The injured party can claim compensation either through civil or criminal channels, depending on the type of violation that occurred. In addition, the role of supervisory institutions such as the Notary Supervisory Board provides additional protection against notary actions that may harm other parties.

Preventive legal protection, the deed of agreement made by a Notary becomes a deed under hand due to a Notary's error that is not in accordance with the provisions,

then the injured party may be entitled to receive compensation. Repressive legal protection related to the authenticity of the deed of agreement made by a Notary is that the party can file a request for compensation.

As reflected in the case of Supreme Court Decision Number 1995 K/Pdt/2017 dated October 19, 2017 in conjunction with Jambi High Court Decision Number 65/Pdt/2016/PT JMB with the result of the decision making the deed of agreement null and void. A notary is a public official who is authorized to make a deed must be in accordance with the existing facts and must comply with applicable regulations, although the deed made is based on the wishes and desires of the parties, but the notary must still see evidence that what the parties say is appropriate and appropriate must be present in every process of making and signing the deed he made.

6. SUGGESTION

Based on the explanation that the author has outlined, the author provides the following suggestions:

An authentic deed is made by a notary as an authorized public official, in accordance with Article 1 paragraph (1) of the UUJN. A notary is required to ensure that the deed made is in accordance with applicable laws and regulations and meets formal and material requirements. If a deed is cancelled, there are two possibilities: cancellation due to formal defects (such as improper preparation procedures) or material defects (such as lies or errors in the contents of the deed), then the party who feels aggrieved has the right to receive compensation or other forms of legal protection, in accordance with the principle of justice in the Civil Code and UUJN.

The practice of blank forms poses many legal risks and has the potential to harm the parties involved. Therefore, notaries must adhere to applicable regulations to maintain the validity and authenticity of each deed made. In addition, notaries who are proven to have violated the procedure for making authentic deeds through blank forms can be subject to administrative sanctions. Article 85 of the UUJN explains that the Notary Supervisory Board has the authority to impose sanctions. This shows that notaries have a great obligation to ensure the truth and validity of the documents they make.

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- Kode Etik Notaris Indonesia—mengatur standar kepatuhan moral dan administratif terkait praktik penandatanganan akta.
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