

## Transfer of Land Rights Based on A Blank Deed of Agreement Made by a Notary and Land Deeds Office (PPAT)

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### Article Info

#### Article history:

Accepted: 21 November 2025

Publish: 8 December 2025

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#### Keywords:

Transfer Of Land Rights;

Blank Form;

Notary and Officer Making Land Deeds.

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### Abstract

*In the life of society, a provision is needed that regulates the proof of the occurrence of an event, condition or legal act, so that in civil law, an important role is needed for a deed as a written document that can provide written proof of the existence of an event, condition or legal act. Legal acts carried out by a person with written evidence are made and published in the form of an authentic deed that contains the formal truth about the existence of a legal act carried out to determine the rights and obligations of each person who carries out a legal act, achieves legal certainty, and proof of the legal act. 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. INTRODUCTION

The 1945 Constitution of the Republic of Indonesia states that Indonesia is a state based on the rule of law. The principle of a state based on the rule of law is to guarantee legal certainty, order, and legal protection, based on truth and justice. This legal certainty, order, and protection are based on evidence that clearly defines the rights and obligations of individuals or legal entities as legal subjects in society.

In social 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 deeds is needed as written documents that can provide written evidence of the existence of an event, condition, or legal act. A legal act carried out by a person with written evidence is made and published in the form of an authentic deed containing formal truth regarding the existence of a legal

act carried out to determine the rights and obligations of every person who carries out a legal act, to achieve legal certainty, and to provide proof of the legal act.

A public official authorized to create authentic deeds, also known as a notary, is responsible for the evidence created to determine civil matters. In the Indonesian legal system, the role of a notary as a public official authorized to create authentic deeds plays a crucial role in protecting the rights of parties to an agreement. Soetardjo Soemoatmodjo stated that community rights, particularly those related to civil matters, must be protected by law. These rights are exercised through behavioral activities and legal actions. In relation to the role of a notary as a public official who makes authentic deeds, legal protection is guaranteed for actions carried out by the community, as they can be used as evidence of a particular legal act.

An authentic deed is a written form created to serve as evidence in the event of an event and is signed. A deed has two important functions, namely a formal function (*formality of cause*) and the function of evidence (*probationary reasons*). The formal function means that, for the completeness and perfection of a legal act, not for the validity of a deed, a deed must be made. The function of evidence is 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.

A notary, as a public official, has the authority to create a deed that must comply with the UUJN, which authorizes the creation of authentic deeds and can be held responsible 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 a party who misuses the contents of a deed signed using a blank form. Article 1365 of the Civil Code stipulates that any unlawful act that causes harm to another person requires the perpetrator to compensate for the loss. Thus, the injured party can claim compensation for losses caused by changes to the contents of the deed.

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 Regulations on the Position of PPAT, 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 authorized to do so by the authorities according to established provisions, 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 before 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*) Those authorized to make authentic deeds can be held responsible for their actions related to their work in making the deeds. The scope of a notary's responsibility includes the material accuracy of the deeds they make. Regarding the responsibility of a notary as a public official, this discussion includes the responsibility of the notary profession itself in relation to deeds.

In carrying out his 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, or because there is an error on the part

of the person appearing who provides information or documents that do not correspond to the truth or because the Notary has agreed with the person appearing which causes another party to suffer losses. In this case the party who is harmed is the Notary's client due to the Notary's actions, namely in making an authentic deed that is not in accordance with the law.

In practice, notaries in carrying out their duties and positions in making deeds are not free from errors or mistakes, whether 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 in the implementation of the law in the field, notaries are still found to make mistakes, whether intentionally or due to negligence, which in the end can be said to be a violation of the Notary Law and Code of Ethics. In this 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 a dispute arises between the parties in the future. Therefore, in carrying out their duties, notaries provide their services based on the provisions of laws and regulations. If a notary is negligent or intentionally allows the creation of a deed with a blank form without adequate explanation to the parties appearing, 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 Freehold Certificate Number 207/Muara Kumpeh located on Jalan Raya, Kasang Puduk Village, Kumpeh Ulu District, Muara Jambi Regency.

The agreement was stated in the 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 Build for 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 for 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 agreed upon by the Plaintiffs with Defendant I previously. A total of 3 (three) shophouses were written to become (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 states "The second party will hand over the shophouse part belonging to 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 deadline for Defendant I to hand over the shophouse (ruko) to the Plaintiffs is the latest, but until the specified time, Defendant I has not completed the shophouse and has 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 court, but had not yet reached a settlement, until the Plaintiffs withdrew the lawsuit to resolve it through discussions outside the court.

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 Build Share Shophouse agreement. 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 states "The second party will hand over the Shophouse part belonging to 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 is signed."

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 court, but had not yet reached a settlement, until the Plaintiffs withdrew the lawsuit to resolve it through discussions outside the court.

## 2. RESEARCH METHODS

The research method used is Normative Juridical to produce useful results. This normative juridical method is combined with literature related to the problem being studied, prioritizing analysis using applicable laws and regulations as an important basis for analyzing legal issues. Secondary data sources include books, articles, and legal journals.

This research aims to understand the relevant legal context and interpret existing provisions. The approaches used in this research are a conceptual approach through a doctrinal perspective, as well as a statutory approach, which analyzes laws and regulations that correlate and relate legally to the issues under study.

The author's data collection method uses a literature study related to the object and cites references, including Legislation, Journals, Books, Articles, and the Internet. The data analysis method used is a qualitative analysis sourced from legislation, expert views, legal concepts, and theories, as well as an understanding of the results of the analysis itself.

## 3. RESEARCH RESULTS AND DISCUSSION

### 3.1. Responsibilities of Notaries & PPATs for the Transfer of Land Rights Based on Blank Blank Agreements.

According to the Big Indonesian Dictionary, responsibility is defined as the state of being obliged to bear the consequences of an unforeseen event and being liable for prosecution. Legally, responsibility is the consequence of a person's freedom of action, which relates to ethics or morals.

Two terms 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, both actual and potential. Responsibility means something that can be accounted for as an obligation, and includes decisions, skills, abilities, and competencies, including the obligation to be responsible for the laws that are implemented. (Soekidjo Notoatmojo, 2010)

From the above understanding, responsibility is a person's ability to demonstrate personal qualities in carrying out their work. This is related to 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. affix letters and documents, as well as the fingerprints of the person presenting the document to the Minutes of the Deed;
- d. Remove the Fat Act, Copy Act, or Collection of Acts based on the Minutes of the Act;
- e. provide services in accordance with the provisions of this Law, unless there is a reason to refuse it;
- f. keep secret everything regarding the Deed he/she makes 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. bind the Deeds he has made in 1 (one) month into a book containing no more than 50 (fifty) Deeds, and if the number of Deeds cannot be contained in one book, the Deeds can be bound into more than one book, and record the number of Minutes of the Deeds, month, and year of making on the cover of each book;
- h. make a list of the Deed of protest against non-payment or non-receipt of securities;
- i. register the Acts relating to wills in the order of the time of making the Act each month;
- j. Send a list of deeds as referred to in letter I or a list of nil relating to wills to the center for the list of wills at the ministry which 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. has a stamp or stamp containing the national emblem of the Republic of Indonesia, and in the space surrounding it is written the name, position, and place of residence of the person concerned;
- m. read the Deed in front of the person appearing in the presence of at least 2 (two) witnesses, or 4 (four) witnesses specifically for the making of a private Deed of Will, and signed at that time by the person appearing, witnesses, and Notary; and
- n. accepting internships for prospective notaries

With the above regulations, if the obligation is violated, some sanctions have been regulated in Article 16 paragraphs (11), (12), and (13) of the UUJN, namely:

- (11) Notaries who violate the provisions as referred to in paragraph (1) letters a to l may be subject to sanctions in the form of: written warning, temporary dismissal, honorable dismissal, or dishonorable dismissal.
- (12) In addition to being subject to sanctions as referred to in paragraph (11), violations of the provisions of Article 16, paragraph (1) letter j can be a reason for the party suffering losses to demand reimbursement of costs, compensation, and interest from the Notary.
- (13) 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 notary's responsibility in creating contracts using blank forms is a crucial issue in notarial law. A blank form is a sheet that has not been filled in with data, but is signed by the parties and then filled in by the notary or another party.

This practice often raises potential legal, legality, and professionalism issues mandated by Law Number 30 of 2004 concerning the Position of Notary Public, which has been amended by Law Number 2 of 2014. In the context of notary responsibilities, blank forms have the potential to reduce the authentic value of the deed due to the elements of non-compliance with formal provisions. Notaries act as officials authorized to make authentic deeds, and in carrying out their duties, they are required to act independently, honestly, and professionally in accordance with Article 16 of the Notary Position 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 a 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 power as a private deed, which clearly contradicts Article 41 of Law Number 2 of 2014 concerning the Position of Notary, which requires the creation of deeds authentically.

A notary's liability in cases of using blank forms can include civil, criminal, and administrative liability. Civilly, a notary can be sued under 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, falsifying data in blank forms can be subject to criminal sanctions in accordance with Article 263 of the Criminal Code, which regulates document forgery. Furthermore, a notary who is proven to have violated the procedures for creating an authentic deed using blank forms can be subject to administrative sanctions. Article 85 of the Notary Supervisory Board (UUJN) explains that it has the authority to impose sanctions. This demonstrates that notaries have a significant obligation to ensure the truth and validity of the documents they create. Cases often arise related to blank forms when a notary fails to ensure the material truth of data later entered 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 creating the deed.

In general, the practice of using blank forms poses a significant risk to the credibility of notaries and the integrity of the deeds they produce. Notaries must ensure that every deed is prepared in accordance with statutory procedures, including the requirement to verify the accuracy of the data and ensure all parties understand the contents of the deed before signing. Notaries are also required to refuse to prepare a deed if there is any non-compliance with these provisions.

According to Krannenburg and Vegting, the theory of responsibility is: The theory of personnel *errors*, namely stating that losses to third parties are borne by the official due to his actions that have 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 authority that are held. A notary is charged with 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 harm to the parties. In other words, an authentic deed that is legalized before a notary can be said to be invalid in a court decision, so that the holders of the deed will feel that they have been harmed by the deed, and the notary must be responsible for their mistake.

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

a. Civil Liability of Notaries

All regulations stipulated in the UUJN only impose sanctions for formal violations by notaries, such as those concerning the issuance of deeds and other matters. However, notaries are also responsible for the material contained in the

deeds they issue. This applies to the notary's authority to provide legal advice to parties (Article 15 letter e of the UUJN). If a notary errs in providing legal advice to parties, this will impact the deeds they issue.

b. Criminal Liability of Notaries

A criminal act is an action prohibited by law. This prohibition is accompanied by a threat of sanctions in the form of a specific crime for anyone who commits the violation. A criminal act is defined as an action prohibited by law, and any violation of this prohibition will be subject to sanctions in the form of a specific crime. When acting as a notary, the criminal offense in question is the crime committed by a notary as a public official authorized to issue authentic deeds as stipulated in the UUJN.

c. Notary Responsibilities under UUJN

Article 65 of the UUJN states that a notary is responsible for the deeds they issue, even if the notary's protocol has been submitted to the recipient. This article explains that a notary is responsible for their deeds based on the UUJN.

d. Notary Responsibilities based on the Code of Ethics

As a public official, a notary public must adhere to ethics in carrying out their duties. The ethics referred to here refer to the existing notary professional code of ethics, which aims to ensure that notaries carry out their duties professionally.

Based on Article 45 Paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration, namely that the PPAT deed is a tool to prove that a legal act has been carried out, if the legal act is cancelled or annulled then the PPAT deed in question no longer functions as evidence of the legal act and if a legal act is cancelled by the parties concerned, while the legal act has been registered at the land office then the registration cannot be cancelled. Changes to land registration data according to the cancellation of the legal act must be based on other evidence, for example, a court decision or PPAT deed regarding the new legal act.

Administrative responsibility is also determined in Article 62 of PP No. 24 of 1997, namely those who in carrying out their duties ignore the provisions as referred to in Article 38, Article 39 and Article 40 as well as the provisions and instructions given by the Minister of Article 39 and Article 40 as well as the provisions and instructions given by the Minister or appointed Official are subject to administrative sanctions in the form of a written warning to dismissal from their position. The responsibility of Notaries & PPATs regarding their intention, negligence, and/or negligence in making a sale and purchase deed that deviates from the formal requirements and material requirements for making a deed, based on BPN Regulation 1/2006, they can be subject to sanctions in the form of dishonorable dismissal from their position by the Head of the Indonesian National Land Agency.

### **3.2. Legal Protection for Parties Affected by a Cancelled Blank Deed of Agreement.**

Law is a social order supported by norms deliberately and consciously created to maintain social order and create justice, and raise public awareness. Law is required to realize basic values such as justice, utility, and legal certainty. Thomas Hobbes stated that law has the power to protect or preserve lives and interests. This power, he argued, comes from a strong state that can enforce the law on its citizens.

Furthermore, unlike Philipus M. Hadjon, he places greater emphasis 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 consists of

two things: Preventive legal protection is a form of legal protection in which the public is allowed to raise objections or express opinions before a government decision is finalized. Repressive legal protection, on the other hand, is a form of legal protection that is primarily used to resolve disputes. In relation to the party that 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 demand compensation.

The compensation claim is based on breach of contract or unlawful acts, and through 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 drafting a deed of agreement in accordance with formal requirements, has no obligation to be responsible, but is responsible if he commits an act that is not permitted by law.

Legal protection for parties aggrieved by a revoked deed is a measure provided by the legal system to ensure justice and legal certainty. An authentic deed is a very strong form of evidence in civil law, as explained in Law Number 2 of 2014. This protection is important because a revoked deed can have a direct impact on parties who have relied on the deed as valid for a legal act. The definition of legal protection is all efforts made consciously by every person or government, or private institution 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 depiction of the function of law, namely the concept that law can provide justice, order, benefit, and peace. Therefore, Notaries are required to adhere to the provisions stipulated in the UUJN. If a legally flawed deed is created, which is then declared inauthentic and is not fulfilled, resulting in the deed being held underhand or declared null and void by law, then this incident is contrary to the obligations of a Notary.

The state provides a sense of security to the public; a form of service provided through legal protection. Each official has a product within their authority, and this remains valid even after the official leaves office. If anyone feels aggrieved by these products, they can file a lawsuit with the State Administrative Court, alleging the subject of the lawsuit.

The annulment of a deed can occur through a court decision following a lawsuit filed by the aggrieved party. In this context, Article 1365 of the Civil Code stipulates that any unlawful act that results in losses must be compensated by the guilty party. This also applies to the annulment of a deed, where procedural or substantial errors can be used as grounds for holding the parties involved accountable, including the notary if found guilty.

Legal protection for the injured party can be achieved through two main channels: civil and criminal. In the civil realm, the injured party can file a lawsuit for breach of contract or unlawful act, depending on the context of the case. If it is proven that the deed was canceled due to the negligence of the notary or related parties, they will be entitled to 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 complaint. In addition to filing a lawsuit, the injured party can also file a complaint with the Notary Supervisory Board, which functions to monitor and follow up on violations committed by notaries in carrying out their duties. If the notary is proven to have violated the law, the Notary Supervisory Board can impose administrative sanctions ranging from written warnings to temporary or dishonorable



dismissal. Furthermore, Article 84 of the UUJN also provides provisions for the injured party to claim compensation, interest, and other costs as compensation for losses suffered due to errors in the preparation of the deed.

Legal protection for injured parties is also strengthened by the existence of the Notary Honorary Council, which plays a role in assessing and granting approval to legal actions involving notaries in the judicial process. The Notary Honorary Council was established to protect the notary profession while still safeguarding the interests of the public who require legal certainty. Based on preventive legal protection, a deed of agreement made by a notary becomes a private deed due to a notary error that does not comply with the provisions, so 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 submit a request for compensation as reflected in the case of the Supreme Court Decision Number 1995 K / Pdt / 2017 dated October 19, 2017 in conjunction with the 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 the applicable regulations, even though the deed made is based on the wishes and desires of the parties, but the Notary must see that what the parties say is appropriate and appropriate and must be present in every process of making and signing the deed he made.

#### 4. CONCLUSION

The notary's responsibility in making a deed of agreement using a blank form is very large, including civil, criminal, and administrative responsibilities. Civilly, a notary can be sued under Article 1365 of the Civil Code regarding unlawful acts if the action is detrimental to one of the parties to the agreement. From a criminal perspective, falsifying 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 aggrieved parties 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. And 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 an authentic deed as valid evidence of a legal act, revocation of the deed requires firm legal action. The injured party can seek compensation through either civil or criminal proceedings, depending on the type of violation. Furthermore, the role of oversight bodies such as the Notary Supervisory Board provides additional protection against notarial actions that may harm other parties.

Preventive legal protection, a deed of agreement made by a Notary becomes a private deed due to a Notary error that does not comply with the provisions, then the injured party can 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 submit 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 the applicable regulations, even though the deed made is based on the wishes and desires of the parties, the notary must still see the evidence that what the parties said is appropriate and appropriate and must be present in every process of making and signing the deed he made.

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