

Legal Consequences of Notary Deeds Due to Comparison Error

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Abstract: The purpose of writing this article is to analyze the accuracy carried out by a notary to minimize misuse of the submitted identity and prevent forgery. The notary's involvement in the event was questioned because of an error in the deed. Namely, being present before a notary is not actually present and giving false statements in an authentic deed containing a fake identity or signature. The method used is normative legal research. The results of the discussion contain analysis techniques as well as characteristics related to the nature of law and types of law. In conclusion, this authority is null and void or can be canceled due to the non-fulfillment of subjective requirements in statutory regulations. The legal consequences of a Notary Deed due to a comparative error have implications for the strength of the deed to be inauthentic because it is contrary to the terms and conditions determined by law.

1. Introduction

An authentic notarial deed, also called a notarial deed, contains formal truths by which the parties notify the notary. The notary is obliged to include in the deed what has been understood by the will of the parties and to read out to the parties the contents of the deed. The notarial deed explains that an event and fact mentioned in the deed is confirmed by a notary based on the information of the parties who appear at the time stated in the deed by the procedures that have been determined in the formal making of the deed to prove the truth about the day, date, month, year, at (time) facing, the parties appearing, the initials and signatures of the parties/appearers, as well as witnesses and notaries. Comparison is part of the body of the deed, which contains information *regarding* 1) The identity of the parties, including descriptions that can show that the person concerned has the skills (*rechtsbekwaanheid*) and authority (*rechtsbevoegheid*); 2) The acting position of the parties in which they know that the parties have the skills and authority to take legal action (*rechtshandelingen*) as outlined in the contents of the deed. Likewise, the person concerned has the right to take the actions stated in the writing of the deed.¹

Comparison is an important part of doing an authentic deed that aims to prevent the parties from each other from 'person error' or 'error in person.' Notaries in compiling a deed comparison may not make mistakes because their duties and positions are only to evaluate based on the information of the parties who face him and record it in a deed. The writing of comparisons

¹ Cahyani Aisyiah and Diah Aju Wisnuwardhani, "Notary, Public Official or Public Official: Implications for the Position of Notary," *Jurnal Cakrawala Hukum* 13, no. 3 (December 28, 2022): 242-52, <https://doi.org/10.26905/idjch.v13i3.9012>.

must comply with the procedures stipulated by law, so it requires good understanding, prudence, thoroughness and accuracy in making them because the comparisons determine whether a deed is valid or not.²

In practice, there can be problems with the authentic deed made by the notary because of negligence and lack of thoroughness/carelessness (basic prudence); one of the problems is the numbering of the double deed. In making a Deed, the deed number is made so that the authentic deeds are listed by the notary sequentially so that it can be easy to find and distinguish from other deeds.³ An authentic deed is a perfect proof tool for a deed made by a notary as long as there are no problems in the future so that the authentic deed can be accounted for and must uphold ethics, dignity, and the nobility of his position. Integrating digital and cyber elements into the notary system is considered a way to make processes more efficient, accessible, and secure. This includes using digital signatures, online notarization, notarial blockchains, or secure digital storage for notarized documents.⁴

Learning processes and flexible adapting its behavior to experiences and collected knowledge may lead to the development of the capacity, but this does not mean that it is negligent if the adapting process has deficits due to, i.e., not enough determining factors within the knowledge. (Stefan, 2018) The appearers must also have the ability to act (*rechtsbekwaam*) and the authority to act (*rechtsbevoegd*) in the deed's legal actions. Everyone who is of age and sound mind is legally competent. This article requires that a person declared capable of carrying out legal actions must first be 21 or married before the age of 21.

Agreements made by people or parties who do not meet the requirements regarding the age limit of the parties or one of the parties who will agree, the agreement can be canceled. Therefore, the age limit for someone to agree is important. Legal actions related to agreements can only be carried out by the parties who enter into the agreement and must meet the age limit requirements referred to in Article 330 of the Civil Code. Thus people who are not yet 21 years old but are already married and the marriage is broken up, that person will not return to being immature.

Adult, someone will be considered capable (be warm, capable) to take legal action. Legally competent means that a person has the authority to carry out a legal action, both for and on his behalf relating to his ability to act under the law, the authority to act as the proxy of another person, and the authority to act in his capacity as the trustee of another party. Article 1329 of the Civil Code states that "every person is competent" (belonged) to agree if he is not declared incompetent by law. Article 330 of the Civil Code has regulated who are the incompetent parties: 1) minors; 2) those placed under guardianship; 3) women in matters stipulated by law and, in general, all persons to whom the law has prohibited making certain agreements. However, with the enactment of Law Number 1 of 1974 concerning Marriage, the wife can carry out legal actions, including agree-

² Adheria Juniresta, Budi Santoso, and Hanif Nur Widhiyanti, "Implikasi Yuridis Putusan Pailit Terhadap Profesi Notaris Menurut Peraturan Perundang-Undangan Di Indonesia," *Jurnal Cakrawala Hukum* 12, no. 1 (April 1, 2021), <https://doi.org/10.26905/idjch.v12i1.5783>.

³ I Wayan Erik Pratama Putra, Luh Putu Sudini, and I Nyoman Alit Puspadma, "NOTARY RESPONSIBILITIES ON THE MAKING OF DEED WITH DOUBLE NUMBER," *Jurnal Notariil* 5, no. 1 (June 2, 2020): 39-48, <https://doi.org/10.22225/jn.5.1.1726.39-48>.

⁴ Stefan Koos, "The Digitization of Notarial Tasks - A Comparative Overview and Outlook of 'Cyber Notary' In Indonesia and Germany," *The Indonesian Journal of Socio-Legal Studies* 2, no. 2 (March 25, 2023), <https://doi.org/10.54828/ijsls.2023v2n2.1>.

ments. So, the legal issue is the legal urgency of the ability to act (*rechtsbekwaam*) and the authority to act (*rechtsbevoegd*) in making a deed.

The care, thoroughness, and accuracy carried out by the notary aim to minimize misuse of the appearers' identity and prevent forgery. However, apart from this, appearers who provide false identities and false statements still occur, causing losses to one of the appearers or other parties interested in the deed. The notary's involvement was questioned because of an error in the deed he made. Namely, the appearance before the notary was not the actual appearance and provided false information in an authentic deed containing a false identity or signature. Thus, the decision of the case is used as an example (inspiration) by the researcher, and it is interesting to be appointed as a research title in order to find out what the legal consequences of a notary deed are due to a comparison error so that it is worthy of research. In this case, the researcher took the example of the case in the Ponorogo District Court Decision Number 5/Pdt.G/2020/PN.Png November 11, 2020.

2. Method

This type of research is the normative legal research to produce arguments, theories, or new concepts as prescriptions for solving problems faced by the statutory approach (*statute approach*). The research materials come from authoritative materials, including: 1) Civil Code, Law Number 2) of 2014 concerning Amendments to Law Number 30 of 2004 regarding the Position of Notary, and 3) Law Number 30 of 2004 regarding the Position of Notary Public. 4) P representative of the Ponorogo District Court Number 5/Pdt.G/2020/PN.Png. The analysis technique used is through a process of logical and systematic legal *reasoning*. Legal reasoning also rests on the rules of thinking known as logic. However, logic in the science of law contains characteristics relating to *the nature of laws* and *the kinds of laws*.

3. Legal Urgency from *Beekwam* and *Bevoeg* in Making Deeds

As alluded to in the introduction, the author raised the case based on the decision of the Ponorogo District Court Number 5/Pdt.G/2020/PN.Png dated 11 November 2020, where the notary made the Sale and Purchase Binding Deed Number 120 dated 24 May 1997 between TN. Welly Handoko (buyer) with TN. Welly Handoko is acting as an attorney from TN. Soedjono as a seller through Deed of Power of Attorney to Sell Number 122 dated 24 May 1997. Then proceed with making the Deed of Sale and Purchase No. 107/PONOROGO/1998 dated 18 August 1998, even though TN. Soedjono had died before the deed of binding sale and purchase, and the deed of power of attorney to sell were drawn up. This led to a lawsuit from the heirs of TN. Soedjono to TN. Welly Handoko dragged the notary as a co-defendant.

The notary's involvement was questioned because of an error in the deed he made. Namely, the appearance before the notary was not the actual appearance and provided false information in an authentic deed containing a false identity or signature. The fake signature came from a fake figure who signed the deed, so the presence of the fake figure is what caused the fake signature. Several notes on the case direct the author to see how the consequences of the Authentic Deed experienced errors in writing comparisons. Based on the form, each notarial deed consists of the beginning of the deed/head of the deed, the body of the deed, and the end of the deed/closing deed. Comparison is part of the body of the deed, which contains information regarding 1) The identity

of the parties, including descriptions that can show that the person concerned has the skills (*rechtsbekwaamheid*) and authority (*rechtsbevoegdheid*), 2) The acting position of the parties.⁵

Comparisons generally have several greetings, namely: Tuan, which is used for any adult male who is not yet married or has ever been married; Mrs. used for any woman who is or has had a husband; Miss, used for women who are not married. Comparison is an important part of an authentic deed that aims to prevent the parties from having an 'error in persona.' In preparing the comparison of the deed, the notary must not make mistakes because his duties and positions are only to evaluate based on the information of the parties who appear before him and record it in a deed.

The writing of comparisons must comply with the procedures stipulated by law, so it requires good understanding, prudence, thoroughness, and accuracy in making them because the comparisons determine whether a deed is valid or not. The appearers must also have the ability to act (*rechtsbekwaam*) and the authority to act (*rechtsbevoegd*) in the deed's legal actions. However, what are the limitations of the meaning of Bekwaam and Bevoeg in making a deed? Given the Ponorogo District Court Decision Number 5/Pdt.G/2020/PN.Png, the starting point is the content in the deed, which relates to the ability to act (*rechtsbekwaam*) and the authority to act (*rechtsbevoegd*).⁶

Unclear condition Limitation in causing legal uncertainty. In brief, regarding the skills to act (*rechtsbekwaam*) and the authority to act (*rechtsbevoegd*), there is no clear limit as to how the classification and the relationship between skills to act (*rechtsbekwaam*) and the authority to act (*rechtsbevoegd*) causes these two elements to experience legal ambiguity and cause legal uncertainty.⁷

4. Legal Consequences of Notarial Deed Due to Comparison Error

With the development of legal relations in people's lives (business relations, banking, social, land affairs, and others), the need for evidence in the form of authentic deeds is increasing along with the demands of society for legal certainty regarding legal actions carried out in the life of society, nation, and state. The existence of evidence in the form of an authentic deed is increasingly needed because it has an important role in every legal relationship in people's lives. An authentic deed contains all elements of evidence consisting of writings, witnesses, instructions, confessions, and oaths. An authentic deed is drawn up in a form determined by law, by or before a public official authorized for that purpose, where the deed was made.⁸

A notary, such as PPAT, is a public official authorized to make an authentic deed regarding an agreement and stipulation based on the wishes or wishes of the parties to be stated in a deed. With an authentic deed, clarity regarding each party's rights and obligations obtains legal certainty

⁵ Natalia Budiman et al., "The Validity of the Notary's Self-Safety Clause in the Notary Deed," *Jurnal Cakrawala Hukum* 13, no. 3 (December 28, 2022): 300–307, <https://doi.org/10.26905/idjch.v13i3.8616>.

⁶ Nuke Irfayanti Lubis, "Implikasi Yuridis Penandatanganan Akta Di Hadapan Notaris Dengan Menggunakan Tanda Tangan Elektronik," *Jurnal Cakrawala Hukum* 12, no. 3 (December 1, 2021): 314–25, <https://doi.org/10.26905/idjch.v12i3.5114>.

⁷ Abdul Jalal and Sri Wahyuningsih, "Keterlibatan Pejabat Notaris Terhadap Perbuatan Melawan Hukum Dan Turut Serta Melakukan Tindak Kejahatan Dalam Pemalsuan Dokumen," *Jurnal Akta* 5, no. 1 (March 5, 2018): 227, <https://doi.org/10.30659/akta.v5i1.2551>.

⁸ Cahyani Aisyiah and Diah Aju Wisnuwardhani, "Notary, Public Official or Public Official: Implications for the Position of Notary," *Jurnal Cakrawala Hukum* 13, no. 3 (December 28, 2022): 242–52, <https://doi.org/10.26905/idjch.v13i3.9012>.

to minimize a dispute. Even though there are disputes that cannot be avoided, however, in the process of settlement, an authentic deed is a deed that is the strongest, most complete, and written evidence unless the parties concerned can prove otherwise.⁹

An authentic deed is an agreement between the signed parties and binding those who make it. Therefore, the legal requirements of an agreement must be fulfilled. All agreements made fulfill the legal requirements of the agreement, based on Article 1338 of the Civil Code; it is an agreement that must be fulfilled by the parties (*pacta sunt servanda*). However, if the agreement made does not meet the legal requirements of the agreement, it will have legal consequences. If the subjective conditions are not fulfilled, then the agreement can be canceled (*vernietigbaar*) as long as there is a request from certain people or interested parties. If the objective conditions are not met, then the agreement can be null and void (*dieting*) without needing a request from the parties. Deemed never existed and is not binding on anyone. An agreement that has been deemed non-existent since then, there is no longer any basis for the parties to sue or sue each other in any way or form.

In order to enforce the law, a Notary has a mandate concerning the interests of the public in general. Therefore, a Notary must have a professional responsibility toward his mandate. Responsibility and professional ethics are closely related to integrity and morals; if you do not have integrity and good morals, a notary cannot be expected to have responsibility and good professional ethics.¹⁰ Comparison is an important part of doing an authentic deed that has been regulated in UUJN. Comparisons have an identification function and aim to prevent the parties from occurring with each other. Comparisons must comply with the procedures stipulated by law, which require good understanding, prudence, thoroughness, and accuracy in making them because the comparison determines whether a deed is valid or not. Writing a comparison of a deed takes various forms, depending on the party facing it and what agreement the parties will make.¹¹

The Notary, as the PPAT in doing the deed, must not make mistakes because the task of his position is only to evaluate what is given to him, what he sees and experiences, and records it in a deed. There is some truth to this, but it cannot be applied in every world of practice. Notaries may still make mistakes but are very limited, including typographical errors. In writing comparisons of deeds, one of the problems faced by a Notary is the occurrence of errors in writing comparisons that can affect the deed and how to overcome them. Things like this are caused by the Notary not being careful with the documents and evidence made by the parties to the deed or not being careful and precise in applying the terms and conditions that apply in making a deed.

The decipherment of the comparison is very important; if there is an incorrect mention or elaboration of words in the comparison's writing, it can impact the deed and the parties listed in the deed. Therefore, appearers must be capable and authorized to carry out legal actions in the deed. Concerned. Errors in writing comparisons can be declared wrong if they are based on evidence. Errors in writing comparisons, as long as they can be corrected, must be corrected to avoid disputes before the court accompanied by threats.

⁹ Rina Hermawati, "PEMALSUAN AKTA AUTENTIK YANG DILAKUKAN OLEH NOTARIS (STUDI KASUS PUTUSAN NOMOR 1003 K/PID/2015)," *Otentik's 2*, no. 2 (July 31, 2020): 160-77, <https://doi.org/10.35814/otentik.v2i2.2112>.

¹⁰ Fatimah Al Kaff, Muhaimin Muhaimin, and L. M. Hayyanul Haq, "Comparative Study of the Legal Position of Notary in Indonesia and the United Arab Emirates," *International Journal of Multicultural and Multireligious Understanding* 8, no. 1 (January 26, 2021): 348-59, <https://doi.org/10.18415/ijmmu.v8i1.2374>.

¹¹ Ni Luh Pande Latria Devi and I Ketut Westra, "Akibat Hukum Serta Sanksi Pemalsuan Yang Dilakukan Notaris Kepada Penghadap Ketika Pembuatan Akta Otentik," *Acta Comitatus: Jurnal Hukum Kenotariatan*, (June 22, 2021), <https://doi.org/10.24843/ac.2021.v06.i02.p03>.

Correction of writing comparison errors must comply with procedures in accordance with the provisions in force in the legislation because, in principle, what is stated in the authentic deed must be correct so that the strength of the authentic deed as evidence can be maintained. The Notary's task is to guarantee that documents from appearers, such as Identity, and the evidence, are true. The preparation of the correct comparison between them is necessary to know the difference between skill and authority to act.

As the author explains in the background of this research, the focus of the research is to discuss what are the legal consequences of a notarial deed due to an error in comparison inspired by the case of a fake figure causing a fake signature in the Deed of Authorization to Sell Number 122 dated May 24, 1997, which was then followed by Making Sale and Purchase Deed No. 107/PONOROGO/1998 dated August 18, 1998. The error in writing the comparison of the deed is because it does not meet the requirements of the UUJN or the legal rules that apply in the legislation. Based on the provisions of Article 41 UUJN and Article 1869 of the Civil Code, this has an impact on the deed, one of which is the strength of the deed where the strength of the deed becomes imperfect, so it cannot be used as strong evidence in the process of resolving a dispute if a when there is a dispute between the parties, or there is a lawsuit from another party. Writing a comparative deed not by the terms and conditions imposed by the law will fall into the category of a violation, namely a violation of the terms and conditions imposed by the law. Not only that, but it will also result in sanctions against the Notary.

The effect of writing comparison errors, whether the parties are not bound in the deed, the value of the strength of the deed, and the cancellation of the deed are all interrelated. An error in writing the comparison causes the parties to be not bound in the deed, resulting in the strength value of the deed not being authentic so that it does not have perfect evidentiary strength and can be null and void by way of a judge's decision. In deciding the cancellation of a notarial deed, the judge can only do so if a notarized deed is submitted to him. Certainty is clear, consistent, and logical, without a doubt. Certainty is needed to guarantee provisions and provide clarity. The proof is a tool that can be used to ensure the truth of events. To prove means to provide absolute certainty. Both errors in writing comparisons that are corrected correctly and writing errors in a corrected but wrong comparison are certain to affect the value of the evidentiary strength of a deed.

Fake Figure case based on the decision of the Ponorogo District Court Number 5/Pdt.G/2020/PN.Png November 11, 2020. Then the typing error in the notarial deed in the body of the deed (Comparison) violated the second point because it did not make the deed properly and correctly, which resulted in the Notary being co-defendant due to the making of the TN Attorney Deed. Soedjono To Sell Number 122 dated May 24, 1997, followed by the making of Sale and Purchase Deed No. 107/PONOROGO/1998 dated August 18, 1998. So that the responsibility that must be carried out by a Notary based on UUJN is responsibility based on his mistakes. Actions committed by a Notary can be held accountable for the violation he committed due to intentional actions or due to the negligence of the Notary himself, which resulted in causing harm to the parties by the explanation in Article 1365 of the Civil Code.

The Notary is responsible for every deed he makes and can be held accountable for the deed he makes by the provisions of Article 65 UUJN. Accountability, according to R. Wirjono Prodjodikoro, is accountability for someone's actions, usually practically only exists if that person commits an act that is not permitted by law, and most of these actions are an act which in the Civil Code is called unlawful act (*onrechtmatige daad*). *Onrechtmatige daad* or acts against the law are regulated in the Civil Code book III, chapter III, Articles 1365 to Article 1380 concerning agreements born by law.

A typo in a notarial deed occurs because the Notary concerned is negligent and not careful in carrying out his position. Therefore, the Notary has violated his obligation to act carefully as required by Article 16 paragraph (1) letter a UUJN. Thus, a notary who makes a typo may be subject to administrative sanctions, as referred to in Article 85 of the UUJN. Even though Article 85 UUJN stipulates 5 (five) types of sanctions, not all sanctions can be applied to every violation. In the event of a violation of Article 16 paragraph (1) letter a UUJN, dishonorable dismissal is a sanction that may not be applied because dishonorable discharge can only be carried out if the Notary commits a criminal act as an assistant to the crime in making the deed as stated in Article 266 paragraph 1 Criminal Code. Thus, administrative sanctions that can be imposed for violations of this article are sanctions in the form of verbal warnings, written warnings, temporary dismissals, or honorable discharges. Some things to know, namely changes or additions to the provisions of this agreement, can only be done after there is an agreement and done in writing signed.¹²

This condition is then interesting to remember in the decision of the Ponorogo District Court Number 5/Pdt.G/2020/PN.Png dated November 11, 2020, where the Notary made the Sale Purchase Agreement Deed Number 120 dated May 24, 1997, between TN. Welly Handoko (buyer) with TN. Welly Handoko is acting as an attorney from TN. Soedjono as a seller through Deed of Power of Attorney to Sell Number 122 dated May 24, 1997. Then proceed with making the Deed of Sale and Purchase No. 107/PONOROGO/1998 dated August 18, 1998, even though TN. Soedjono had died before the deed of binding sale and purchase, and the deed of power of attorney to sell were drawn up. This led to a lawsuit from the heirs of TN. Soedjono to TN. Welly Handoko dragged the Notary as a co-defendant. Thus, the consequence of the responsibility imposed on the Notary due to typing errors or errors in content (substance) in the comparison of the Ponorogo District Court case Number 5/Pdt.G/2020/PN.Png dated November 11, 2020, is in the form of civil liability.

5. Conclusion

Concluded that the urgency of the Authority to act (*rechtsbevoegd*) and the ability to act (*rechtsbekwaam*) is a condition for the validity of the agreement because the legal consequence of an agreement that does not fulfill the Authority to act (*rechtsbevoegd*) and the ability to act (*rechtsbekwaam*) is null and void or can be canceled (*vernietigbaar*, voidable) due to non-fulfillment of subjective requirements in Article 1320 of the Civil Code. The legal consequences of a Notarial Deed due to a comparability error have implications for both the deed and the Notary himself. First, in connection with a Deed that does not pay attention to Identity, Action Capability, Authority, and Acting Position so that a Comparison Error occurs, the strength of the deed becomes inauthentic because it is contrary to the provisions imposed by the law, and can be null and void by law if it has a prohibited cause (such as; Deed of Power of Attorney to Sell Number 122 dated 24 May 1997 which was then followed by the making of Deed of Sale and Purchase No. 107/PONOROGO/1998 dated 18 August 1998 which used Fake Figures). Second, the Notary is responsible for doing a deed by the law and the wishes of interested parties so that when there is a typo or error in the content (substance) in the Comparison, the Notary is civilly responsible (Article 1365 of the Civil Code).

¹² Rahmat Ramadhani, "Legal Consequences of Transfer of Home Ownership Loans without Creditors' Permission," *International Journal Reglement & Society* 1, no. 2 (September 30, 2020), <https://doi.org/10.55357/ijrs.v1i2.8>.

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