

Analysis of Legal Protection and Responsibilities of Notary Officials for Authentic Deeds Made

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ABSTRACT

A Notary Deed based on Article 1 point 7 of Law Number 2 of 2014 concerning Notary Positions is an authentic deed made by or before a Notary according to the form and procedure stipulated in the Act, and a Notary is a representative of the state, where the deed is made by or before a Notary is an authentic deed which becomes a written evidence, therefore in making a Notary deed, it must meet the requirements determined by law in order to fulfill the authentic nature or requirements of the deed made, the deed made by a notary can be accounted for by them. However, it is not uncommon or little that a Notary is often summoned to the Court to provide information on the deed he made or the letters that experience disputes or problems, the sanctions that are found in the Law on Notary Positions are deemed less effective or have less deterrent effect. for the Notary against the parties who feel aggrieved. But in this case the Notary is only as an official who mandates the Notary Position profession in providing legal services to people who feel the need to get guarantees and protection in order to achieve legal certainty.

Keywords: *Liability, Notary, Deed, Legal Protection.*

1. INTRODUCTION

The Unitary State of the Republic of Indonesia is a legal state based on Pancasila and the 1945 Constitution of the Republic of Indonesia, which provides certainty, order and legal protection for all Indonesian citizens, in this case one of the certainty, order and legal protection provided by the State. The unity of the Republic of Indonesia is the existence of authentic written evidence made before an authorized official or notary. Notaries based on Law Number 2 of 2014 as concerning Notary Positions are public officials authorized to make authentic deeds and other authorities. Notary positions are not classified as judicial, executive or legislative institutions.[1] Because of that, the Notary must carry out and apply carefully. Independent, honest, independent and not taking sides with any party in taking legal action, in this particular case is in the making of deeds or documents requested by the parties concerned.

A notary is a representative of the state, where a deed made by or before a notary is an authentic deed that can be a written evidence, therefore in making a notarial deed, "it must meet the requirements that have been determined by law. in order to fulfill the authentic nature or requirements of the deed made, then the deed made by the notary can be accounted for by them, based on the applicable law. In addition to serving the community in making a deed or document that they request, Notary Officers are always required to carry out their duties as law

enforcers by maintaining good faith and of course must also comply with the applicable notary code of ethics.

In the world of the Notary Office, which at this time is increasingly holding the position of a Notary Public and the people of the Republic of Indonesia are increasingly aware of how important deeds or documents are in carrying out a transaction or legal action, thus of course there are also more requests from the public. to make deeds or documents for their benefit. It has become a common thing in every agreement or contract or all forms of letters that require the public to bind the law to their agreement, the Notary Officer is always part of the party that takes care of these matters where in this case the Notary Officer becomes part of the listener as well as the maker of the deed and pouring out things determined by the parties as an agreement that they specify, sometimes not least that the truth stated in the Notary's room is different from what happens in the field, for Notaries they believe that the parties have good intentions in pouring their intentions into a the agreement made by the Notary Officer.

In addition, a Notary is a human being who certainly will never escape a mistake, in this case, whether intentional or unintentional, the mistakes made by Notary Officials in making their Notary deed allow them to be legally responsible in terms of This can be in the form of Civil Sanctions, Administrative Sanctions, and finally there are Criminal Sanctions which will later be processed in court for their wrongdoing. Thus, the notary must also be careful in making the Authentic Deed. After the explanation above,

According to Putri A.R. if it turns out that there is false information in the making of the deed, then the deed in question will be null and void by law by itself, with the meaning that the law considers that the deed never happened or there has never been such a deed by itself without having to process a lawsuit. The situation is returned to its original state prior to the existence of the agreement, after which it is only determined whether there is a criminal element in the making of the related Authentic Deed.[2]

However, it is not uncommon or little that a Notary is often summoned to the Court to provide information on the deed he has made or the letters that are in dispute or problems. Sometimes this happens due to several factors that cause a deed or document to be wrong and a dispute occurs, starting from the information from the parties concerned that there are those who do not do good faith, or conflict with third parties in the deeds or documents. -related documents, or it could be from the Notary Official in making the wrong deed or not paying attention to important things that should or should not be placed in an agreement, especially in all types of deeds or documents made by Notary Officials. This is certainly a question for the author whether the Notary has made an authentic deed that is not in accordance with the Legislation and the Notary Code of Ethics, or whether there is an intentional or unintentional mistake by the parties concerned or one of the parties concerned who trying to commit fraudulent acts that cause harm to other parties by providing false information and documents.

Like the case that the author will raise, namely a Notary Official has been proven to have violated Law Number 2 of 2014 concerning Notary Positions and the Notary Code of Ethics, namely carelessness in making an authentic deed or document, in this case the Sale and Purchase Deed of a house, which is located in the Cengkareng area, West Jakarta. In this case, according to the judge, the Notary Officer concerned did not apply as stipulated in Article 1320 of the Civil Code.

Furthermore, Law Number 2 of 2014 concerning the Position of Notaries in general also stipulates that when a Notary is carrying out his duties, it is suspected that he has committed a violation or error from the law, in that case the Notary concerned can be subject to several sanctions. The definition of sanctions according to Sudikno Mertokusumo states that "sanctions are nothing but a reaction, result or consequence of violating a social rule." [3] while according to M.H. Tirtaamidjaya "Legal sanctions are needed so that community members obey the law. Legal sanctions are defined as a means to protect the interests of individuals, society or an entity, in this case independence, life, property, body, which carries out punishment as one of the sanctions against individuals or communities who violate the law." [4]

The sanctions that can be imposed are in the form of civil sanctions, administrative sanctions or the Code of Ethics for Notary Positions. However, sometimes a Notary in making authentic documents is based on information or statements submitted by the parties concerned or the party who decides to make the authentic letter or deed, without knowing and seeing the truth or actual events that occurred or sometimes even The notary misunderstood in including the information

or statement submitted by the party who wants the authentic deed. Furthermore, even though in the Law on the position of a Notary it does not appear that there is an application of sanctions regarding punishment, but a legal action against a violation committed by a Notary mentioned above contains elements that are found in the Criminal Code, namely intentional falsification or negligence in making authentic letters or deeds which provide information and statements of the contents of the deed, after being imposed with Civil sanctions, Administrative Sanctions / Professional Code of Ethics for Notary Positions, it can be further withdrawn and declared as an action containing criminal elements committed by Notary, where the Notary explains that there is evidence of intentional involvement and committing a crime, namely forgery of authentic deeds.

For Notary Officials who are entangled in cases in the District Court due to the problematic authentic deed or document they have made, in general, a summons will be made by the competent authority to be asked for information and be made a witness in the trial by the party handling the case that ensnared the related case, in this case in In 2016, there was a body that oversees Notary Officers in all regions in the Republic of Indonesia, namely the Notary Honorary Council, the regulations regarding the Notary Honorary Council are regulated in the Minister of Law and Human Rights Regulation Number 7 of 2016 concerning the Notary Honorary Council. Further regarding the Notary Honorary Council in article 1 of the Minister of Law and Human Rights Number 7 of 2016 concerning the Notary Honorary Council states that "The Notary Honorary Council is a body that has the authority to carry out Notary development and the obligation to give approval or rejection for the purposes of the investigation and judicial process, for taking photocopies. Minutes of Deed and summons of a Notary to attend the examination related to the Deed or Notary Protocol that is in the Notary's custody.",

The Notary Honorary Council has a goal to establish its functions, obligations, and authorities, one of which is stated in Article 18 of the Minister of Law and Human Rights Number 7 of 2016 concerning the Notary Honorary Council which states that "to examine applications submitted by investigators, public prosecutors and judges". and give approval or rejection of the request for approval to summon a Notary to be present in the investigation, prosecution, and judicial process." In this case it can be concluded that the Notary Honorary Council has the authority not to give approval to the request for summoning a Notary Official who is problematic, but it should be noted that the duties of the Notary Honorary Council are only a term of refusal and approval, but do not release Notary Officials who are entangled in a dispute case against a deed or authentic document made.

Based on the explanation above and related to a little description of the case that the author raised, the author is interested in conducting further research and studies on the topic as described above comprehensively and putting it in the form of a thesis proposal with the title "Analysis of Legal Protection and Responsibilities. Notary Official Against the Authentic Deed He Made.

1.1. Problem Formulation

So based on the description above, the author formulates the problem, namely how is the legal protection and the responsibility of the Notary Officer for the Authentic Deed he made?

1.2. Research Method

Legal research is an activity based on certain methods, systematics and thoughts that aim to study one or several certain legal phenomena in analyzing them.

According to Soerjono Soekanto, legal research is a form of scientific activity, which is based on certain methods, systematics, and thoughts, which aims to study one or several certain legal phenomena, by analyzing them. In addition, an in-depth examination of a legal factor is also held, to then seek a solution to the problems that arise in the phenomenon in question.[5]

1.2.1. Type of Search

Normative Juridical Research is a legal research conducted by examining library materials or secondary data.[6] Normative juridical legal research is also called doctrinal legal research. In this type of legal research, law is often conceptualized as what is written in legislation or the law is conceptualized as a rule or norm which is a benchmark for human behavior that is considered appropriate.

1.2.2. Nature of Research

This study uses a type of research specification that is descriptive analysis, in which the author provides an argument for the results obtained. The argument can be in the form of a prescriptive or an assessment in the form of right or wrong, or what should be according to law against facts or legal events from legal events as a result of research.

1.2.3. Data Type

As for the title, it can be drawn the types of secondary data which is the conceptual framework of this legal writing which consists of:

1.2.3.1. Primary Legal Material

Primary legal materials are legal materials that are authoritative, meaning they have binding authority.[7] This primary legal material consists of statutory regulations, official records or minutes in the making of laws and regulations or judge's decisions. In this study, the primary legal materials used are as follows:

- 1) the 1945 Constitution of the Republic of Indonesia;
- 2) Law Number 2 of 2014 concerning Notary Positions;
- 3) Civil Code (Burgerlijk Wetboek);

- 4) the Civil Procedure Code (reglement op de rechtsvordering);
- 5) Government Regulation of the Republic of Indonesia Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning the Regulation of the Position of Land Deed Officials.
- 6) Indonesian Notary Association, Notary Code of Ethics.
- 7) Ministerial Regulation Number 7 of 2016 concerning the Honorary Council of Notaries.

1.2.3.2. Secondary Legal Material

Secondary legal materials can be in the form of all publications about legal books or journals, research results, as an effort to obtain legal opinions about the object that the author is researching.[8]

1.2.3.3. Tertiary Legal Material

Which contains legal dictionaries, legal encyclopedias, non-legal books that refer to Primary and Secondary Legal Materials, use as material to obtain information, or opinions about the object that the author is researching.[9]

1.3. Data Collection Technique

The data collection technique that the author uses in this research is literature study and also interviews conducted through the collection of secondary data where the data obtained from library materials such as books and other written documents.

1.4. Data Processing Techniques

The data processing technique that the author uses in this study is a type of classification in which the author will process the data that has been collected previously, then the author will arrange the data in a coherent, structured and systematic way into the same type, making it easier for researchers to conduct analysis.

1.5. Data analysis technique

Analysis of the data used is qualitative analysis, which describes and interprets data in the form of good and correct sentences to obtain short answers that are formulated deductively. Based on qualitative data analysis, the results of this study will be described in the form of sentences arranged in a systematic, clear, and detailed manner so that it can be interpreted to obtain a deductive conclusion to answer the existing subject.

2. DISCUSSION

2.1. Research Data

The case of this position, the author adopts with Decision Number 15*/PDT.G/2014/PN.JKT.BAR. whose decision the author will attach to the Attachment section. (The name of the Notary and the Decision Number concerned have been disguised to protect the good name of the Notary concerned).

Starting from a man named Tan Malaka, who is a house owner with a Right to Build Certificate Number 3210 which is located in Kapuk, North Jakarta, more precisely on Jalan Peternakan II Number 1D, Kapuk Village, Cengkareng District, West Jakarta. (hereinafter referred to as the Dispute House). Tan Malaka has a wife who died in the year before the case existed and has 5 (five) children where the first child is named Timmy Malaka, the second child is named Djoni Malaka, the third child is named Donni Malaka, the fourth child is named Linawati Malaka, and the fifth child is named Tony Malacca.

At that time, Tan Malaka, who was already old and based on medical records, that in 2006 Tan Malaka suffered from complications that were getting worse, such as high blood pressure, stroke, respiratory disorders and hepatitis, senile dementia, impaired motor function, and difficult hands. to be moved in that way, simply cannot sign every authentic deed made before a notary. Therefore, Tan Malaka gave power of attorney to his second son, Djoni Malaka, to take care of all the Rent Agreements for the Rent of a House of Dispute since October 1, 2003. It is known that on May 8, 2007 there has been a process of renting a House of Dispute between Djoni Malaka and the first Tenant. Furthermore, the rental agreement for the Dispute House was held again on April 26, 2010 based on a power of attorney given by Tan Malaka to his second child, namely Djoni Malaka, so in this case Djoni Malaka made the Deed of Lease to represent Tan Malaka with the new tenant before the parties who authorized, either under the hand or an authentic deed. On February 7, 2011, Tan Malaka was declared dead as written in the Quotation of the Death Certificate No. 142/U/2011 dated February 7, 2011, with one of the assets inherited to his children, namely the Dispute House, with the condition that each Each has received a certificate of inheritance. Due to the fact that at the time of the death of Tan Malaka, the Dispute House was still under the lease agreement which occurred on 26 April 2010, so in this case Djoni Malaka is still carrying out the agreement with the Tenant, based on a power of attorney dated October 1, 2003. Furthermore, on July 4, 2011, the Tenant of the Dispute House received a warning letter from a person named Yennika Tirtoharjojo Siau through the Betawi Rempug Forum G.0127 Kapuk (hereinafter abbreviated as FBR), which basically stated that the tenant should dismantle the building or fence that was built on it. which stands on the land of the Dispute House and stops other activities on the land of the certificate within 5x24 hours from the receipt of the letter. In the warning letter, Yennika Tirtoharjojo Siau claimed to be the owner of the Disputed House with proof

of ownership of Hak Guna Bangunan Number 3209, where the explanation of the certificate was the address where the Dispute House was located, even though at that time there had never been a sale and purchase transaction, nor a deed related to the transfer of ownership.

On July 18, 2011, again FBR sent a second warning letter which essentially the same as above is to state that the tenant must dismantle the building or fence that stands on the land of the Dispute House and stop other activities on the land of the certificate within 3x24 hours from the date of the letter. be accepted. After receiving the second warning letter, the tenant submitted an objection to Djoni Malaka for his discomfort with the warning letter from the FBR he received. It should be noted that all lease agreements that occurred prior to the death of Tan Malaka are not automatically annulled if the leased goods are sold to other parties as stated in Article 1576 of the Civil Code, namely by selling the leased goods, a lease made previously, is not decided unless this has been agreed at the time of renting the goods.

As is known and as explained above, that basically the reason Tan Malaka has made a power of attorney to Djoni Malaka to do all matters related to the rental of the Dispute House is because he is no longer young and he suffers from several complications that make Tan Malaka no longer capable of entering into an agreement, then all of these things were handed over to Djoni Malaka as one of his heirs. But suddenly Yennika Tirtoharjojo Siau appeared claiming to be the owner of the Dispute House based on the Sale and Purchase Deed Number 247/2010 dated September 3, 2010 between Tan Malaka and Yennika Tirtoharjojo Siau before M.N.S S.H., Notary in Jakarta. Due to the Deed of Sale and Purchase Number 247/2010 dated September 3, 2010, the National Land Agency, specifically the West Jakarta Administrative City Land Office, recorded the change of ownership or what is commonly referred to as the name transfer from Tan Malaka's previous name to Yennika Tirtoharjojo Siau.

The validity of the deed of sale in question, namely the Deed of Sale and Purchase Number 247/2010 according to Djoni Malaka is very doubtful because on September 3, 2010 Tan Malaka's condition was very impossible to appear before a Notary, and could not communicate, had a nervous breakdown, could not move the date, let alone signing a deed of sale and purchase, so that it is not possible for Tan Malaka to carry out a sale and purchase action before the Notary MNS SH, dated September 3, 2010. Besides that, what makes Djoni Malaka more suspicious is the price that the Dispute House was sold on September 3, 2010 only valued at Rp. 7,000,000,000.00 (seven billion Rupiah) where the market at that time with the same area as the Dispute House was around Rp. 15,000,000,000.00 (fifteen billion Rupiah) it is necessary to ask whether the Sale and Purchase Deed Number 247/2010 is according to the wishes of Tan Malaka or just an engineering from Yennika Tirtoharjojo Siau who took advantage of Tan Malaka's illness when entering into the agreement for the Dispute House Sale and Purchase Deed.

Some of the reasons that according to Djoni Malaka do not make sense is that one of the conditions for a valid

agreement as stated in Article 1320 of the Civil Code which states that: Agree for those who bind themselves, The ability to make an engagement, a thing that has been determined, as well as a lawful cause. In this case, if there is a sale and purchase of land between Tan Malaka as the seller and Yennika Tirtoharjojo Siau as the buyer as stated in the Deed of Sale and Purchase Number 247/2010 dated September 3, 2010 drawn up before Notary MNS SH, as Notary in Jakarta, then the matter The agreement does not meet one of the requirements, namely "The ability to make an engagement" as required by Article 1320 of the Civil Code, one of the subjective requirements is "skill" if the subject is incompetent, then the agreement will result in Cancellation.

In this case, Djoni Malaka felt it was strange when Notary M.N.S S.H., as a Notary in Jakarta who came to him, namely Tan Malaka, then Notary M.N.S S.H., made an authentic deed, namely the Deed of Sale and Purchase of Disputed Houses. In fact and in fact Notary M.N.S S.H., has been negligent and ignored the provisions of Article 39 Paragraph 1 letter b of Law Number 2 of 2014 concerning the Position of Notary which states that "Appearers must be capable of carrying out legal actions. With the making of an authentic deed by Notary MNS SH, it is also a very big mistake in making the deed because the position of the Notary Officer is obliged to pay attention to the skills of the appearer, namely Tan Malaka as the seller of the Dispute House who has suffered from illness and is incompetent in carrying out legal actions properly so that cannot be held responsible for any legal actions. In addition, Notary MNS SH, has also committed violations as stated in Article 16 Paragraph 1 letter a of Law Number 2 of 2014 concerning Notary Positions which states that "Notaries are obliged to act honestly, thoroughly, independently, impartially and protect the interests of the parties concerned. involved in legal actions." That the paragraph implicitly contains the precautionary principle that must be applied by Notary Officials.

Talking further about the precautionary principle, the implementation of the principle of accuracy must also be carried out by a notary official in making a deed, which include, among other things: introduction of the appearer based on his identity shown to the notary; Asking, listening, observing the wishes or wishes of the parties; examine the documentary evidence relating to the wishes or wishes of the parties; provide advice and create a deed framework to fulfill the wishes or wishes of the parties; fulfill all administrative techniques for making a notarial deed, such as reading, signing, providing copies and filing for minutes; perform other obligations related to the implementation of the duties of the Notary Position. Whereas in this case, according to Djoni Malaka, he is considered to have committed an unlawful act in accordance with Article 1365 of the Civil Code which states that "Every act that violates the law, which brings harm to another person, obliges the person who because of his fault published the loss, to compensate for the loss."

2.2. Analysis

2.2.1. Definition of Notary

Article 1 point 1 of Law Number 2 of 2014 concerning Notary Positions states that "Notaries are public officials authorized to make authentic deeds and other authorities as referred to in this law." The limitations provided by Article 1 number 1 of Law Number 2 of 2014 concerning the Position of a Notary can essentially still be added in the form of a sentence that raises something that has a more general nature of power. According to the author, this would be even better because the grosse deed or the deed copied from the deed made by a Notary Officer which at the top of the head of the deed contained a sentence stating "For the sake of Justice based on the One Godhead" which has the same executive power as judge's decision. Notaries obtain their power directly from executive power as outlined in a statutory regulation, so that in carrying out their duties, the Notary performs part of the executive power as regulated in Law Number 2 of 2014 concerning Notary Positions.

2.2.2. Notary as a Public Official

Notary official is an official who is elected and appointed by the state executive who represents the general power that exists in the country in providing services to citizens or the community in the field of civil law, this is done to fulfill the purpose of the law itself, namely the formation of certainty, the establishment of order. and the most important thing is the establishment of a legal protection. One form of civil service in this case carried out by a Notary Officer is the making of authentic deeds or documents. An authentic deed is very much needed by the community because the community feels the need for the existence of the authentic deed for the purposes of a perfect and strong proof. Everything that turns out to be in an authentic deed made by a notary must be accepted by the people who need it in accordance with the regulations on the legal requirements of an authentic deed made by a notary which turns out to be in Law Number 2 of 2014 concerning Notary Positions.

2.2.3. Duties and Authorities of a Notary.

Notary Officials have Duties, Authorities and Prohibitions that must be obeyed in carrying out their positions as a Notary. On the other hand, the main task of a Notary Officer is to make authentic deeds or documents, one of the articles that regulates an authentic deed is Article 1870 of the Civil Code which states that an authentic deed is a document that has strong evidentiary power. perfect. In this case, according to the author, the most important key as a Notary has the authority or authority to make an authentic deed that has perfect nature in a proof if one day it is needed, with a note that during the writing or making of the deed it is basically designed or written by a Notary Officer. in accordance with what has been determined by the legislation, as long as there is no evidence to refute it.

2.2.4. The Role of the Notary in Making the Deed

As the author explained earlier above, one of the authorities of a Notary Officer is to make an authentic deed or document. Where in Law Number 2 of 2014 concerning Notary Positions it is stated that Notary Officers realize what is told or stated from the parties concerned. The contents of the authentic deed made by the Notary Official, namely the party deed or commonly referred to as a "partij-act" which fully contains what is desired or desired and agreed upon by the parties.

2.2.5. Accountability of the Notary Officer for the Authentic Deed he made.

The notary position or profession in every deed is the work of a trusted position that must be accounted for both in law and professionally with a notary code of ethics Every deed or document made by a Notary Official is an authentic deed which has perfect evidentiary nature, therefore a Notary in making an authentic deed at the request of the parties concerned must of course be careful and always based on the rules or regulations that has been regulated regarding the position of a Notary as well as regulations regarding all matters related to the making of authentic deeds. Notary officials must be responsible if there is a deed or document made there is an error or violation either intentional or unintentional by the Notary, therefore Notary Officials are required to always act carefully and thoroughly.

2.2.6. Legal Protection for Notaries Against Deeds Made

A Notary in carrying out his position as a Notary Officer is of course entitled to legal protection, especially if there is a lawsuit related to the issue of making an authentic deed or document, the protection is given to a Notary Officer on the basis that all positions held by a Notary Officer are also authoritarian by law, one of which is One example is Law Number 2 of 2014 concerning the Position of a Notary. Based on the institutions related to the Notary Position in Indonesia, the Notary Officer in this case is protected by one of the institutions, namely the Notary Honorary Council (hereinafter abbreviated to MKN). MKN is an institution that only emerged at the beginning of the amendment to the Law on Notary Positions, namely when Law Number 2 of 2014 concerning Notary Positions was enacted, where MKN was first mentioned in the regulation.

The emergence of MKN in Law Number 2 of 2014 concerning Notary Positions gives a new task to the Minister of Law and Human Rights to immediately make or formulate rules or regulations regarding what MKN should do, what the functions of MKN are, and what are their powers. . Since the enactment of Law Number 2 of 2014 concerning the Position of Notary, then in 2016 the Minister of Law and Human Rights issued a new regulation regarding MKN, which was formulated in the Regulation of

the Minister of Law and Human Rights of the Republic of Indonesia Number 7 of 2016 concerning the Honorary Council of Notaries. Therefore, based on what is stated in Article 66 of Law Number 2 of 2014 concerning the Position of a Notary which states that with the approval of the Notary Honorary Council, it is a gray article, because it cannot be carried out properly, because of the Ministerial Regulation The Law and Human Rights of the Republic of Indonesia Number 7 of 2016 concerning the Notary Honorary Council was only enacted in 2016.

3. CONCLUSION AND SUGGESTION

3.1. Conclusion

party, and are absolute in nature. But it should be noted, the authority of the Notary Honorary Council only has the authority as stated in Article 20 letter c of Ministerial Regulation Number 7 of 2016 concerning the Notary Honorary Council, one of which is the granting of approval or rejection of a request for approval to summon a Notary to attend an investigation, prosecution, and the judicial process relating to the notary deed or protocol that is in the notary's custody. In this case, if the Notary is proven to have committed a violation, the Notary Honorary Council will give approval to the authorities to conduct an examination regarding the problematic Notary.

3.2. Suggestion

Suggestions from the author regarding unlawful acts committed by a notary is for a notary who carries out the answer is expected to avoid all risks associated with all violations in the making of an authentic deed, always uphold the notary code of ethics and all regulations governing how the position of a notary should be carried out, with so all sanctions, whether in the form of civil sanctions, criminal sanctions, and administrative sanctions can be avoided, and always be careful in making or issuing deeds for parties who need them.

Regarding the case that was ensnared by the Notary MNS SH, to be more careful in making a deed, and to respect and hold tightly to all laws and regulations relating to the position of a Notary, as well as the procedures for making a deed, so that a dispute over the deed or authentic documents can be avoided and the Notary Officer in this case does not fall into the trial case.

On the other hand, in terms of government institutions, considering that the decision of the notary honorary council is absolute, in the future it is hoped that it will provide an opportunity for parties who feel disadvantaged to file a defense or appeal, so that decisions made by the notary honorary council can be considered in deciding a case against the law.

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