

The Substitute Notary's Responsibility for the Deed He Made

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Abstract:

Purpose:

A Substitute Notary is temporarily appointed as a Notary to replace a Notary who is on leave or sick. In Article 65 of the UUJNP, there is no explanation regarding the limits of the Substitute Notary's liability after his/her term ends. It is illogical because the limits of the Substitute Notary's authority end when the limits stated in his/her decision letter have expired, and he/she must still be responsible until his/her last breath.

Methodology:

The author uses a normative legal research method, legislative approach, legal concept analysis, case approach and comparative approach. The author's legal sources use primary and secondary law and tertiary legal materials. The legal collection technique uses document study techniques and recording.

Findings:

The responsibilities of a substitute notary can be divided into 4, namely: (1) Civil Liability of a Substitute Notary, (2) Criminal Liability of a Substitute Notary, and (3) Administrative Liability of a Substitute Notary. Legal protection for a substitute notary can be divided into 2: preventive legal protection and repressive protection.

Implication:

The responsibility of the Substitute Notary is only in the formal form of the authentic deed as stipulated in the law, so the Notary is not responsible for the contents of the deed. When carrying out their duties, a substitute notary will receive legal protection, including preventive legal protection to prevent disputes from occurring and repressive protection to resolve disputes that have already occurred. It is outlined in Article 66 of the UUJNP as a form of settlement effort if the notary is questioned.

INTRODUCTION

A notary has characteristics. Namely, as a position, certain authorities are appointed and dismissed by the government (Jozan & Handoko, 2020). Regarding the duties and authorities of a notary as a public official, every notary can take or apply for leave after serving his term of office for 2 (two) years as regulated in the provisions of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Position of Notary (Supriyanto, 2022). Following the character of the notary's position, which must be continuous as long as the notary is still in his term of office, the notary concerned is obliged to determine the period for his leave and is obliged to appoint a replacement notary (Nurjanah, 2023).

Notaries carrying out their duties and authorities must be based on applicable provisions because violating them will cause losses for the party who appears before the notary (Faulina et al., 2022). Errors and negligence or deliberate actions carried out by a notary when carrying out his duties can impact the deed he made. The deed will be null and void (van rechtewege meeting), and the deed will be canceled (vernietigbaar). Therefore, the deed will have the power of proof like a private deed (underhands act); this results in the notary concerned being required to reimburse the costs for the loss (Martha & Riyanto, 2023).

The error that occurs in the making of the authentic deed if it comes from the party who carries out the legal act by providing dishonest information and incomplete documents, then the notary can be free from all legal claims because the legal defect in the deed in question does not come from the Notary's error or negligence. The parties who carry out the act can be subject to criminal charges by other parties who feel aggrieved by the making

of the deed. The notary who does the deed, as referred to, even though he is not involved in falsifying the information in the authentic deed, can be summoned by the investigators of the Republic of Indonesia National Police in his capacity as a witness in the matter (Hidayat, 2019).

Referring to the Notary's leave rights provisions, it can be taken annually or all at once for several years. Each leave can be taken for a maximum period of 5 years, where the leave period includes its extension. The existence of a Substitute Notary is a necessity. It is essential to fill the vacancy of the Notary on leave, sick, or temporarily unable to carry out his/her position as a Notary to continue to guarantee legal certainty for the Community (Vigo Putra et al., 2023). The provisions regarding the Substitute Notary are regulated in the provisions of Law No. 30 of 2004 concerning the Position of Notary (UUJN) as amended by Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the position of notary (UUJN-P), as well as the Regulation of the Minister of Law and Human Rights Number 19 of 2019 concerning the Requirements and Procedures for Appointment, Leave, Transfer and Dismissal and Extension of the Term of Office of Notaries. A Substitute Notary is temporarily appointed as a Notary to replace a Notary who is on leave, sick or temporarily unable to carry out his/her duties as a Notary. Because a Substitute Notary is an official who temporarily carries out the duties and position of a Notary, this then raises questions about the form and characteristics of the authority and responsibility of a Substitute Notary for the deeds he/she makes.

It is interesting to study so that later, there will be no differences of opinion about the authority and responsibility of the Substitute Notary among the people who will carry out the task. The Substitute Notary is responsible for implementing the Notary position he holds. Article 65 of Law No. 2 of 2014 stipulates, "Notaries, Substitute Notaries, and Temporary Notary Officials are responsible for every deed they make even though the Notary Protocol has been submitted or transferred to the party keeping the Notary Protocol."

So, there is no detailed explanation regarding the limits of the substitute notary's responsibility for the authentic deeds he/she made. In other words, a Notary remains responsible for the deeds he/she made even though the term of office of the substitute Notary has ended. In this case, there is a vague norm considering that this article does not clearly state the limits of the Substitute Notary's responsibility in Article 65 of the UUJN-P, even though all deeds made by the Substitute Notary have been submitted or transferred to the party keeping the Notary Protocol.

In other words, the substitute notary must still be responsible until his last breath. It is illogical because the limit of the Substitute Notary's authority ends when the limit stated in his decree has expired. So what is logical is that if a Substitute Notary is no longer in office even though the person concerned is still alive, he can no longer be held accountable. The notary who keeps the protocol must show or provide a photocopy of the minutes of the deed that is known to follow the original for notarial protocols that are 25 years old or older. Thus, there is a legal issue regarding the time limit for the Substitute Notary's responsibility for the deed he made after the Notarial Protocol is returned to the protocol keeper.

Every obligation based on authority can give rise to responsibility. In carrying out his professional duties, a substitute notary is bound by the laws that regulate him. To determine when the Notary, Substitute Notary, and Temporary Notary Official must be responsible for the deeds made before or made by him, it must be linked to the concept of a notary as a position. Every person who holds a specific position in any field as an implementation of a State, Government or Organization structure has limitations. There are limitations in authority and time, meaning that the position held or held by someone must end.

Starting from Article 65 of the UUJN-P, there is ambiguity so that later, it will not cause differences regarding the limits of responsibility of Notaries, Substitute Notaries, and Temporary Officials. For that, in order to ensure legal certainty for substitute notaries, especially for every deed made by a Substitute Notary, of course, the wider community needs to know what the form and characteristics of the authority of a Substitute Notary are, as well as how the Substitute Notary is responsible for every deed he makes. Related to the absence of a notary, the deed in question cannot be executed according to the parties' desires. If a substitute notary accounts for an

authentic deed according to his authority, can it be done? Following the authority given to the substitute notary in his appointment letter.

METHODS

The author conducting legal research used this writing normative research using the normative legal research method, which can also be called doctrinal legal research, which is caused by the aim of written laws and regulations so that this research is closely related to the existence of literature studies (UTAMA & WIRYANI, 2023). In using a problem approach, namely the legislative approach, legal concept analysis, case approach and comparative approach, the author's legal sources use primary and even secondary laws and tertiary legal materials. The legal collection technique uses document study techniques and recording. The analysis technique uses analytical descriptions (Utama, 2022).

RESULTS AND DISCUSSION

Responsibilities of a Substitute Notary for Deeds He Has Previously Made. In carrying out his duties as a Substitute Notary, he is the same as the Notary he is replacing, including the authorities, obligations and prohibitions as referred to in Article 33 paragraph (2) of the UUJNP, namely: The provisions applicable to Notaries as referred to in Article 4, Article 15, Article 16 and Article 17 apply to Substitute Notaries and Temporary Notary Officials, unless the Law stipulates otherwise.

If the replacement notary has carried out his/her duties, the replacement notary will continue the deed number of the notary he/she replaced and not make his/her deed book. Moreover, suppose the term of office of the Replacement Notary has ended. In that case, the protocol will be returned to the Notary he/she replaced by reporting the protocol handover from the replacement notary to the notary he/she replaced (Habib, 2022).

The responsibility of the substitute notary for the deed he made is based on an error, so a Substitute Notary must be responsible if the deed he made contains an error or intentional violation by the substitute Notary; however, on the other hand, if an element of error occurs between the parties then as long as the substitute Notary carries out his authority following what is stated in the Law, the Notary concerned cannot be held responsible because the substitute Notary only records all the information he obtains from the parties. Every human being carrying out an action or deed cannot be done correctly and perfectly. Because surely, at some point, he will make a mistake, the same as a Substitute Notary, it is also possible to make a mistake for every Action or deed carried out while carrying out the duties of the Substitute Notary. Every mistake will undoubtedly have legal consequences, which will certainly lead to the receipt of sanctions.

The Substitute Notary's responsibility for the Authentic Deeds is not only during their service as a public official; they remain responsible for the Authentic Deeds even though the Notary's protocol has been submitted or transferred to the Notary's protocol keeper. However, if an error occurs when the Substitute Notary is no longer serving as a public official, it will be easier for the Substitute Notary to correct it (Rahmawati et al., 2020).

The results of the interview with Clive Malvin Bayusuta, SH. Regarding the deeds made during his term of office, the responsibility for them is the same as that of the notary he replaced because the replacement notary is also guided by the UUJN and the notary code of ethics. Thus, if a problem occurs, the replacement notary will be responsible for his mistakes.

If he/she is no longer serving as a Notary, the responsibility for the Authentic Deeds that the Substitute Notary made must be accounted for individually. Based on Hans Kelsen's theory of responsibility, the responsibility for the Authentic Deeds made by the Substitute Notary can be divided into 3 categories:

1. Civil Liability of Substitute Notary. The UUJNP regulation only provides sanctions for formal violations of notaries, such as violating the rules for issuing deeds or other violations. However, notaries are also responsible for making the deeds they issue. In providing legal counseling to the parties to the notary's authority,

Article 15 letter e of the UUJNP. Suppose the Substitute Notary is wrong in providing legal counseling to the parties to the parties related to the deed he issued. In that case, the Substitute Notary must be responsible from a civil perspective for the material truth of the deed. If the Substitute Notary is negligent when making an Authentic Deed, it will be degraded to a private deed, which only has the power of proof as a private deed or becomes null and void by law. The party who suffers the loss can ask the Substitute Notary to be held accountable in civil law. Through the construction of the explanation of the UUJNP, it can be concluded that a Notary can be held accountable for the material truth of a deed he made if it turns out that the Notary did not provide access to a specific law related to the deed he made so that one party feels deceived by his ignorance.

2. Criminal Liability of Substitute Notary. The notary is responsible for what is witnessed, namely what is seen and heard, and what the notary does as a public official in the deed made. At the same time, the truth of the statements or documents themselves is only certain between the parties themselves, and the notary is not responsible if there is incorrect information and documents from the person appearing. If a criminal problem occurs or there is an indication of a criminal element in the deed made by the notary. According to Moeljatno, a criminal act is an act that is prohibited by criminal law and is threatened with punishment by anyone who violates the prohibition (Moeljanto, 2008).

Notaries can be summoned to court as witnesses with the approval of the Regional Notary Honorary Council. In Article 1 of the Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number 17 of 2021 concerning the Notary Honorary Council, it is stated that the Notary Honorary Council is a body that has the authority to carry out the development of Notaries and the obligation to provide approval or rejection for investigation and judicial process, for taking photocopies of Minutes of Deeds and summoning Notaries to attend examinations related to Notarial Deeds or Protocols that are different in the Notary's storage.

To request information from a notary on a report from a particular party according to Article 66 of Law Number 2 of 2014 concerning the Position of Notary if the notary is summoned by the Police, Prosecutor's Office, or Judge, the agency wishing to summon must request approval from the Notary Honorary Council. The investigator must first write to the Notary Honorary Council to be examined by the Regional Notary Honorary Council, which has the duties per Article 24 of the Regulation of the Minister of Law and Human Rights Number 17 of 2021 concerning the Notary Honorary Council.

The substitute notary carries out his/her duties to guarantee the deed he/she made, the truth/certainty of the date of the deed, the truth of the signatures contained in the deed, the identity of the people present, as well as the place where in addition to criminal responsibility, the Substitute Notary in the making an Authentic deed intentionally commits a crime with elements of fraud, forgery and coercion carried out, then the notary must be criminally responsible for what he/she has done. In addition to committing a crime that can result in the Substitute Notary being punished, Article 322, paragraph 1 of the Criminal Code regulates that anyone who intentionally reveals a secret that must be kept because of his/her position or profession, whether current or former, is threatened with a maximum imprisonment of nine months or a maximum fine of six hundred million rupiah. Moreover, if viewed from this article, a Substitute Notary can be punished if he/she reveals the secret of the deed kept by him/her.

The Notary Law does not regulate criminal sanctions against notaries, so if a notary commits a criminal offense, he/she may be subject to sanctions contained in the Criminal Code, with the note that criminal sanctions for notaries are carried out with the following limitations:

- a. There is a legal action by a notary against the external, formal, material aspects of a deed that is deliberate, full of awareness, and planned that the deed to be made before a notary or by a notary together with the parties appearing is used as a basis for committing a crime. The evidentiary value of a notarial deed from the external aspect is that it must be seen as it is. If someone considers the notarial deed does not meet the requirements as a deed, then the person concerned is obliged to prove it. In the formal aspect, a notarial deed must provide certainty that an event and fact stated in the deed was actually carried out by a notary and explained by the

parties appearing at the time stated in the deed. In terms of the material aspect, certainty about the material of a deed, that what is stated in the deed is valid evidence against the parties who made the deed.

- b. There is a legal action by a notary in making a deed before or by a notary, which, when measured, is based on the Notary Law.
- c. The notary's actions did not follow the authority authorized to assess the actions of a notary, in this case, the Notary Supervisory Board.

The imposition of criminal sanctions on a notary can be carried out as long as these limitations are violated, which means that in addition to fulfilling the formulation of the violation in the Notary Law, it must also fulfill the formulation in the Criminal Code. However, if in court the notary is proven to have intentionally or unintentionally, together with the parties appearing to do a deed with the intent and purpose of benefiting a particular party or appearing and then harming the other party, then he must be punished according to the provisions governing this matter.

3. Administrative Responsibility of Substitute Notary. The responsibility of a Notary for the deeds he/she has made can be seen from the provisions of the article in UUJN-P. Article 65 of UUJN-P states that a Notary is responsible for the deeds he/she has made even though the Notary protocol has been submitted to the recipient of the protocol. This article states that a Notary is responsible for his/her deeds based on UUJN. According to Philipus M. Hadjon, as quoted by Habib Adjie, "Sanctions are a tool of power that is of a public legal nature used by the authorities as a reaction to non-compliance with administrative, legal norms." Thus, the elements of sanctions are: (Adjie & Gunarsa, 2013)

- a. As a tool of power,
- b. Has a public legal nature;
- c. Used by the authorities,
- d. As a reaction to disobedience.

Usually, sanctions are placed at the end of each regulation, which in Latin can be called *cauda venenum*, meaning that there is a sanction at the end of a legal rule. The sanctions provisions are regulated in Chapter XI, Article 84 UUJN-P to Article 85 UUJN-P because UUJN-P does not regulate changes to the provisions of the article. The sanctions regulated in UUJN-P are civil sanctions and administrative sanctions. A Notary is subject to civil sanctions if the deed made by the Notary has the power to prove a private deed or the deed is void by law. It occurs if the Notary violates Article 84 UUJN-P.

Claims against a notary in the form of compensation for costs, damages and interest as a result of a notarial deed have the force of proof as a deed under hand or are void by law based on the existence of:

- a. The unique legal relationship between the Notary and the parties in the form of an unlawful act.
- b. Inaccuracy, inaccuracy and inaccuracy in:
 - 1) Administrative techniques for making deeds based on UUJN-P,
 - 2) The application of various legal rules in the deeds concerned for the parties is not based on the ability to master the knowledge of notary in particular and law in general. A Notary is subject to administrative sanctions by the Supervisory Board if the Notary violates the provisions of Article 85 of UUJN-P. Article 85 of UUJN-P states that:

Violations of the provisions as referred to in Article 7, Article 16 paragraph (1) letter a, Article 16 paragraph (1) letter b, Article 16 paragraph (1) letter c, Article 16 paragraph (1) letter d, Article 16 paragraph (1) letter e, Article 16 paragraph (1) letter f, Article 16 paragraph (1) letter g, Article 16 paragraph (1) letter h, Article 16 paragraph (1) letter I, Article 16 paragraph (1) letter j, Article 16 paragraph (1) letter k, Article 17, Article 20, Article 27, Article 32, Article 37, Article 54, Article 58, Article 59 and Article 63, may be subject to sanctions in the form of:

- a) Verbal warning;
- b) Written warning;

- c) Temporary dismissal;
- d) Honorable dismissal or
- e) Dishonorable dismissal.

In Article 85 of the UUJN-P, verbal warnings are the first step in imposing sanctions. The Supervisory Board's warning to the Notary is followed up with a written warning sanction if it is not complied with.

Legal Protection for Substitute Notaries Who Have Made Authentic Deeds. Legal protection for Substitute Notaries and Notaries as public officials in carrying out their positions in the field of legal services to the public, as stated in the consideration point letter c of the Republic of Indonesia Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notaries, Notaries as public officials who carry out their positions in providing legal services to the public, need to receive protection guarantees in order to achieve legal certainty. In implementing the position of Notary, in general, he is equipped with legal protection, namely regarding the obligation to refuse to provide information concerning the confidentiality of his position, which is protected by law and other regulations. Realized by the right to refuse or withdraw as a witness as long as it concerns information of such a nature. It also applies to Substitute Notaries as stipulated in Article 16 paragraph (1) letter f UUJNP.

To protect the trust and interests of the community, the Notary must keep confidential all legal acts contained in the contents of the deed and all information provided to the notary in making the deed (Arifin, 2012). The obligation to keep confidentiality is also regulated in Article 16 paragraph (1) letter F UUJN: "Keeping confidential everything regarding the Deed made and all information obtained to do the Deed following the oath/promise of office unless the law determines otherwise." The term obligation to deny is very well known and must be implemented in the duties of the Notary's office (Sari et al., 2023). because the obligation to deny is included in the Notary's obligations, the Notary must implement it, and the Notary can be subject to sanctions if they violate it. Concerning the Notary's obligations, Habib Adjie stated that the Notary's obligations are something that must be done by the Notary, which, if not done or violated, then violation will be subject to sanctions against the Notary (Adjie & Gunarsa, 2013).

The obligation to deny guides the Substitute Notary on how important it is to maintain official secrecy. This obligation is reasonable because it is intended to protect the interests of the general public, which include the interests of individuals who require the services of a Notary, especially in making written evidence in the form of authentic deeds. Therefore, it is appropriate if the provisions of the obligation to deny are mandatory (Nugroho, 2022).

The existence of the same legal status makes it appropriate for a Substitute Notary also to receive legal protection in carrying out his/her duties. The need for a Notary to receive legal protection regarding the confidentiality of deeds, which is his/her obligation, is accommodated by the UUJNP through the provisions stated in Article 66 paragraph (1) of the UUJNP.

Notaries and substitute notaries can obtain legal protection while carrying out their duties. Legal protection is the principle of justice, benefit, and basic principles of security, which, of course, in this case, relates to notary protection. According to Philipus M. Hadjon, legal protection is divided into two types, namely:

1. Preventive Legal Protection. In this preventive legal protection, legal subjects can file objections or opinions before a government decision gets a definitive form. The goal is to prevent disputes from occurring. Preventive legal protection is essential for government actions based on freedom of action because, with preventive legal protection, the government is encouraged to be careful when making decisions based on discretion. In Indonesia, there are no specific regulations regarding preventive legal protection.
2. Repressive Legal Protection. Repressive legal protection aims to resolve disputes. Handling of legal protection by the General Court and Administrative Court in Indonesia is included in this category of legal protection. The principle of legal protection against government actions is based on and derived from the concept of

recognition and protection of human rights because, according to history from the West, the birth of concepts about recognition and protection of human rights was directed at limiting restrictions and placing obligations on society and government. The rule of law is the second principle underlying legal protection against government actions. Recognizing and protecting human rights holds a primary place and is associated with the objectives of the rule of law.

Preventive protection aims to prevent a dispute from occurring by giving the public the opportunity to submit their opinions before the government's decision becomes a definitive policy. Repressive protection aims to resolve a dispute that has already occurred.

Preventive protection will be given to notaries who make authentic deeds if they always adhere to the provisions of the articles in the UUJNP. In the UUJN and UUJNP, there are already regulations regarding finances, obligations, and prohibitions, as regulated in articles 15,16,17 of the UUJN and UUJNP. In carrying out their duties, notaries must implement all provisions following Law No. 2 of 2014 concerning amendments to Law No. 30 of 2004 concerning the position of notaries. It can be a guideline or operational standard in service; thus, according to Clive Malvin Bayusuta, SH., as long as the replacement notary in carrying out his/her duties is following the provisions of the applicable rules and code of ethics, the notary will receive legal protection from the authorities, and will not be blamed or prosecuted if he/she is indeed not guilty (Pramono et al., 2023). On the other hand, if the regulation is violated, it will result in the deed being proven as a private deed, which can be a reason for the party who suffers the loss to demand compensation for costs from the notary or even demand sanctions in the form of written warnings, temporary dismissal, and honorable/dishonorable dismissal.

Repressive protection applies when a notarial deed is disputed, namely when the process of finding a solution and steps to resolve the dispute has occurred. In this case, the problem usually also involves the judiciary or other legal entities such as the police. Notaries who dispute with other parties must resolve the problem by referring to the provisions in Article 66 of the UUJNP to provide legal protection for notaries (Darus, 2017).

The results of the interview with Clive Malvin Bayusuta, SH. Before the investigator summons the substitute notary, it will still go through permission from the Notary Honorary Council because the substitute notary, in making the deed, has the same position as the notary he replaces. The existence of the notary honorary council will certainly provide legal protection for the substitute notary in carrying out his position.

The approval of the notary's honorary council is required to provide legal protection for notaries. The notary's honorary council consists of the central and regional honorary councils. The central honorary council is responsible for guiding and supervising the regional honorary council in its duties. The regional honorary council's task is to guide and maintain the dignity and honor of notaries in carrying out their duties (Dalimunthe et al., 2023). The regional honorary council is also tasked with providing legal protection to notaries related to the notary's obligation to maintain the confidentiality of all information obtained so that deeds are made following the oath of office. Legal protection will be provided if the notary has applied for the approval of the notary's honorary council submitted in writing using the Indonesian language containing at least the name of the notary, the notary's office address, the deed number and letter placed on the deed minutes or notary protocol in the notary's storage, as well as the main points of the alleged case, a copy of which is sent to the notary concerned.

According to the provisions of Article 66 UUJNP, the supervisory board investigates by first summoning a notary, observing, examining, and reviewing the suitability of implementing the notary's duties with the law. The examination results are the basis for the honorary board to conclude whether or not the notary is worthy of being examined. The board will reject or approve the investigation within 30 working days by the investigator submitting/conveying the matter of the notary's summons to the notary's honorary board. Suppose the notary's honorary board, based on the results of its examination, permits the notary to comply with the investigator's summons. In that case, the notary must be present to comply with the summons. If the board does not permit, then the notary concerned must comply. If the notary still wants to comply with the summons, all legal consequences are the notary's responsibility. The decision of the notary's honorary board regarding approval to

examine the notary is based on the provisions of Article 54, Paragraph 1 UUJNP, and Article 16, Paragraph 1, Letter a UUJNP, in conjunction with Article 3, Paragraph 4.

According to Article 54 Paragraph 1 of the UUJNP, a notary can only provide, show, or inform the contents of the deed, grosse deed, copy of the deed, or extract of the deed to parties directly interested in the deed, heirs, and recipients of rights, unless otherwise specified by laws and regulations. Notaries are responsible for maintaining the confidentiality of the documents they create. Based on the law, notaries must provide testimony regarding the contents of the deed and the information they obtain while carrying out their duties as notaries. This is in line with the provisions of Article 4 Paragraph 2 of the UUJNP concerning the oath of office, Article 16 Paragraph 1 Letter F, and Article 54 of the UUJNP that notaries are required not to speak or are not allowed to provide testimony regarding anything contained in the deed, whether in the form of a party's deed or an official's deed. The obligation not to speak is also contained in Article 1909 Number 3e of the Civil Code, which provides the right not to speak by using the right to deny. The obligation to keep the contents of the deed confidential, as expressly stipulated in these articles, overrides the public interest in providing testimony according to Article 1909 of the Civil Code (Sjaifurrachman, 2011).

Notaries must be neutral and not side with either party if they provide services by only stating the party's wishes in the deed and not the wishes of the notary. Denial of the party's deed must be proven by the party denying it, while denial of the deed of the official must be made by stating that the deed is fake. Based on the explanation above, it can be concluded that the notary's honorary council legally protects notaries regarding whether they are approved to be examined. The notary's honorary council will first examine the notary concerned because of a public report about a violation or a request for examination. Clive Malvin Bayusuta, SH. Advised colleagues who serve as substitute notaries to always adhere to the UUJN and code of ethics and always remember the principles of caution and accuracy. If something is not understood, do not be embarrassed to ask, especially the notary who is being replaced, so that later, we, as substitute notaries, remain safe and free from legal problems.

CONCLUSION

When a problem arises in the deed made by the substitute notary, it is known when the substitute notary has returned the protocol to the notary he replaced. In other words, his term of office has ended, but not with his responsibility for the deed. The substitute notary is fully responsible for the problems that arise in the deed he made and can be held accountable at any time. The responsibility of the substitute notary can be divided into 3, namely: first, the Civil Liability of the Substitute Notary; second, the Criminal Liability of the Substitute Notary; and third, the Administrative Liability of the Substitute Notary. So, the responsibility of the Substitute Notary is only in the formal form of the authentic deed as stipulated in the law. Hence, the Notary is not responsible for the contents of the deed. Therefore, the Substitute Notary is responsible for the deed he made from the time the deed was signed by the parties, witnesses and the Substitute Notary until he dies.

In carrying out his/her duties, a substitute notary will undoubtedly receive legal protection. Legal protection for substitute notaries can be divided into two, namely (1) preventive legal protection in the form of preventing a dispute from occurring in the form of UUJN-P and a code of ethics as legal guidelines for notaries and (2) repressive protection, which aims to resolve a dispute that has already occurred, in the form of the provisions of Article 66 of UUJNP as a form of effort to resolve it if the notary is being questioned.

Advice to the substitute notary, the researcher suggests that when carrying out their duties and authorities they should continue to be guided by the provisions of the UUJN, UUJN-P and the notary code of ethics and consistently apply the principle of caution in carrying out their position in providing services to the public, notaries are expected to do deeds carefully and precisely so that the deed has strong and perfect evidentiary power and will not cause legal problems in the future. Advice to the government: The researcher suggests that the government, as the maker of the Law, should cooperate with the Indonesian Notary Association (INI) because, in Article 65 of

the UUJNP, there is a lack of norms because it does not regulate the time limit regarding the responsibility of the substitute Notary, and can revise Article 65 of the UUJNP, so that it becomes clear, and does not give rise to various opinions related to the time limit for the responsibility of the substitute notary.

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