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Settings for Copies of Deeds Issued by Notaries in Agreements Between Indonesian Citizens and Foreign Citizens

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Abstract:

Purpose:
Analyze the arrangements for copies of deeds issued by notaries in agreements between Indonesian citizens and foreign citizens, the validity of the copy of the deed and the legal consequences of copies of the deed in Indonesian and foreign languages which do not comply with the minutes of the deed.

Methodology:
The type of research used in this study is a type of normative legal research oriented to the absence of norms, conflicting norms and vagueness of norms. When associated with this study, this Normative research method leads to the vagueness of norms that regulate copies of deeds issued in Indonesian and foreign languages.

Findings:
Notaries are required to prepare minutes of the deed as a protocol and provide a copy of the deed to interested parties. In an Indonesian-foreigner agreement, a notary must ensure the legality of the copy in accordance with the law so that it still has evidentiary force. Minutes of the deed can be void by law (Nietig van Rechtswege) if they do not meet the formal requirements as an authentic deed or can be canceled (Vernietigbaar) if they do not meet the material requirements.

Implication:
Provide readers with an understanding of the regulation of copies of deeds issued by notaries in agreements between Indonesian citizens and foreign citizens and legal developments, especially for notaries, regarding the validity of copies of deeds and the legal consequences of copies of deeds in Indonesian and foreign languages that do not comply with the minutes of the deed.

INTRODUCTION

An authentic deed is a deed made by an authorized public official that contains and explains an action carried out or a condition created before an authorized public official (Suwasta et al., 2024).

A notary is qualified as a public official who is authorized to make authentic deeds, and a deed is a formulation of the wishes or desires (wilsvorming) of the parties which is stated in a notarial deed made before or by a notary and other authorities as stipulated in the Notary Law (Adjie, 2008).

The notary is obliged to listen to the information or statements of the parties without siding with either party; then, the information or statements are stated in a notarial deed, which is the wishes of the parties (Tjukup et al., 2016).

Based on Article 1868 of the Civil Code (hereinafter abbreviated as KUHPerdata) an authentic deed states that a deed in the form determined by law. Made by or before authorized public officials at the place where the deed was made. The evidentiary force of an authentic deed is regulated in Article 1870 of the Civil Code.

Agreements have been regulated in the Civil Code, namely agreements for sale and purchase, exchange, lease, civil partnership, association, gift, deposit of goods, loan, fixed and perpetual interest, profit, granting of power of attorney, guarantor of debt and peace.

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The obligation to keep the minutes of the deed as part of the Notary protocol is intended to maintain the authenticity of a deed by keeping the deed in its original form so that if there is any forgery or misuse of the grosse, copies, or excerpts, it can be immediately and easily identified by matching it with the original.

The notary protocol is a state archive that must be kept and maintained by a notary, and the protocol does not belong to the notary who makes the deeds and also does not belong to the notary assigned by the Minister of Law and Human Rights to keep it (Fitriyeni, 2012).

The principle of freedom of contract is that parties can make all forms of agreements, whether agreements that have been named in the Civil Code or named agreements (benoemde overeenkomst) or create new agreements whose names and forms are not specified in the Civil Code (Bachrudin, 2019).

In general, the agreements regulated/known in the Civil Code are such as sales and purchase agreements, barter, lease, civil partnership, association, gift, deposit of goods, loan, fixed and perpetual interest, profit-making, granting of power of attorney, debt guarantor and peace.

A lease agreement is one of the types of nominating agreement, namely a named agreement, which in Dutch is called benoemde overeenkomst. The agreement is regulated in Article 1319 of the Civil Code, which stipulates that all agreements, whether they have a specific name or are not known by a specific name contained in this chapter and the previous chapter.

Agreements made between Indonesian citizens and foreign citizens are named Agreements (rental) made before a Notary. However, Notarial Deeds are generally required to be made in Indonesian, as stipulated in Article 31 paragraph (1) of Law Number 24 of 2009 concerning the Flag, Language, and National Emblem, as well as the National Anthem, which stipulates that Indonesian must be used in memorandums of understanding or agreements involving state institutions, government agencies of the Republic of Indonesia, Indonesian private institutions or individual Indonesian citizens.

With freedom of contract, legal subjects can make agreements with anyone, including agreements between Indonesian citizens and foreign citizens.

A written agreement is considered legally valid, so it has a legal force that is binding on the parties who draft it because, basically, the written form plus the affixing of a signature is considered a deed and can be used as evidence of a legal act (Mayshinta & Rini, 2024).

In relation to the notary's obligation to issue a copy of the deed, if the parties to the deed are Indonesian citizens and foreign citizens, a copy of the deed issued in Indonesian and a foreign language (English) is required.

In this regard, there is a lack of clarity in the norms regarding copies of deeds issued by notaries in 2 (two) versions at once, namely in Indonesian and English, because there is no law that specifically regulates the regulation of copies of deeds, especially in agreements between Indonesian citizens and foreign citizens.

METHODS

The researcher uses a normative legal research type that is oriented toward doctrine, literature, laws or case studies. This normative research method leads to the ambiguity of norms governing copies of deeds issued in Indonesian and foreign languages. The problem approaches in this study include the legislative approach and the conceptual approach. The legal materials used can be divided into primary legal materials, secondary legal materials, and tertiary legal materials. The technique of collecting and processing legal materials in this thesis research begins with a literature study, namely an inventory of all legal materials related to the main problem, both primary legal materials and secondary legal materials. This thesis research uses qualitative legal analysis, namely an analysis that is based on or based on legal reasoning, legal interpretation, and legal argumentation coherently.

RESULTS AND DISCUSSION

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Settings for Copies of Deeds Issued by Notaries in Agreements Between Indonesian Citizens and Foreign Citizens. The position of a notary based on Article 1 of the Notary Law states that a Notary is a public official who is authorized to make authentic deeds and has other authorities as referred to in this Law or based on other laws.

Authentic deeds made by a Notary consist of minutes of the deed and a copy of the deed. Article 1 Number 8 of the Notary Law states that the minutes of the Deed are the original Deed that includes the signatures of the parties, witnesses, and the Notary, which are stored as part of the Notary Protocol.

Meanwhile, Article 1 Number 9 explains the copy of the deed, namely a word-for-word copy of the entire Deed and at the bottom of the copy of the Deed, there is a phrase 'given as a COPY that has the same text' which means that in every making of an authentic deed, of course, the notary is required to make both the minutes of the deed and a copy of the deed, where the Notary must keep the minutes of the deed as one of the Notary's protocols and a copy of the deed can be given to the parties interested in the deed (Fitriyeni, 2012).

A copy of the deed issued by a notary in an agreement between an Indonesian citizen and a foreign national, the provisions of which refer to the provisions of Article 43 of the Notary Law (Thioriks, 2020).

In accordance with the status of the Indonesian language as declared in the Youth Pledge, affirmed in the 1945 Constitution of the Republic of Indonesia, and further clarified in Law Number 24 of 2009 concerning the Flag, Language, and National Emblem, as well as the National Anthem, all legal and legislative products in Indonesia must use the Indonesian language. It also applies to deeds of agreement made by the parties through a notary or what is known as a notarial deed (Afriana, 2020).

The Indonesian language used in notarial deeds has unique characteristics, especially in terms of structure, terminology, and writing style. However, the use of Indonesian in notarial deeds must still follow the rules and norms that apply in Indonesian in general.

Notaries need to formulate and describe the agreement that has been reached between the parties, considering that the agreement is one of the essential elements of an agreement. The essential elements in an agreement are elements that must be present in the agreement; without the essential elements, there is no agreement. For example, a sales and purchase agreement must have an agreement regarding goods and prices because, without an agreement regarding goods and prices in the sales and purchase agreement, the agreement is null and void. After all, there is nothing specific that is agreed upon (Soeroso, 2010).

Based on Article 43, paragraph (1) of the Notary Law, every notarial deed must be made in Indonesian. This obligation is reinforced in paragraph (2) of the same article, which states that if the person appearing does not understand the language used in the deed, the notary is obliged to translate or explain its contents in a language understood by the person appearing (Aji, 2020).

It confirms that even though the deed must still be made in Indonesian, the notary has the responsibility to ensure that the person appearing understands the contents of the deed by explaining it in a language they understand, without changing the structure of the deed (Yanti et al., 2022).

Although Article 43, paragraphs (1) and (2) of the UUJN explicitly require the use of Indonesian in making deeds, this provision is weakened by the existence of paragraphs (3), (4), and (5). Paragraph (3) states that if the parties wish, the deed can be made in a foreign language. It shows that in addition to Indonesian, deeds can also be prepared in a foreign language, which substantially contradicts the provisions of paragraph (1), which requires notaries to use Indonesian.

Meanwhile, paragraphs (4) and (5) further complement the provisions in paragraph (3) related to the translation of deeds. Article 43 UUJN contains unclear norms or vague norms so that it can give rise to various interpretations. Suppose notarial deeds are indeed required to use Indonesian. In that case, the legislators should not provide an exception that allows notaries to make deeds in a foreign language at the request of the parties.

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The inconsistency in the provisions of Article 43 UUJN-P confuses notaries in preparing deeds, which, in principle, should only be made in Indonesian.

The existence of unclear norms or vague norms can give rise to various interpretations in the provisions of Article 43 of the UUJN-P. Therefore, to analyze this, a method of legal discovery is needed, one of which can be by adopting the theory of legal interpretation. Legal interpretation is one method of finding the law. This process is carried out when there are provisions of the law that can be applied directly to a concrete event. This method is used in situations where regulations already exist, but are less clear to be applied to certain cases. This ambiguity can be caused by ambiguous norms (vage normen), conflicts between legal norms (antinomy normen), or uncertainty in statutory regulations.

Based on grammatical interpretation, namely paying attention to the wording of Article 43 paragraph (4), which explains that a Deed can be made in another language that the Notary and witnesses understand if the interested party wishes so, as long as the law does not specify otherwise.

The word 'Can' is interpreted as the authority inherent in a Notary to 'be able and/or be allowed' to do something. According to the Big Indonesian Dictionary, the meaning of the word 'Boleh' means permitted and/or not prohibited. Overall, the meaning of the word 'Can' in Article 43 of the Notary Law is that a Notary is permitted, not prohibited, from making a deed in a foreign language at the request of the parties (Nugrahadi, 2019).

This interpretation is also supported by an extensive interpretation that provides a broader meaning than the grammatical interpretation. Therefore, Notaries are permitted, not prohibited from making deeds in a foreign language as long as it is the will of the parties. It is due to the expansion of meaning that Notaries in the practice of making deeds only constitute the will of the parties (Anhar, 2024).

The regulation of copies of deeds issued by notaries in agreements between Indonesian citizens and foreign citizens, namely that notaries in carrying out their official duties are subject to the law, as stated in Article 16 paragraph (1) letter d of the Notary Law, which states that notaries are required to issue copies of deeds based on the minutes of the deed.

Notaries issue copies of deeds of agreements, specifically lease agreements made between Indonesian citizens and foreign citizens. It means that in addition to issuing copies of the deed in Indonesian, notaries must also issue copies of the deed in a foreign language, which allows communication between parties who have different national and linguistic backgrounds, thereby reducing the risk of misunderstanding as stipulated in the provisions of Article 43 Paragraph (3) of the Notary Law, namely that if the parties to the deed so wish, the deed can be made in a foreign language (Imansah, 2024).

Minutes of the deed must be kept as part of the notary protocol, while a copy of the deed is given to the interested parties. In the process of making a deed, Article 43 of the Notary Law stipulates that the deed must be made in Indonesian. However, it provides flexibility for the use of other languages if requested by the parties, provided that the notary and witnesses understand it.

The above provisions contain inconsistencies because they provide the possibility of drafting a deed in a foreign language, which can give rise to various legal interpretations. Regarding the obligation to provide a copy of the deed, Article 54 paragraph (1) of the Notary Law emphasizes that the notary is obliged to submit it to the parties.

If the obligation is ignored, Article 54 paragraph (2) regulates the sanctions that can be imposed, ranging from written warnings to dishonorable discharge. In the context of an agreement between an Indonesian citizen and a foreign national, a notary can issue a copy of the deed in Indonesian and a foreign language, as regulated in Article 43, paragraph (3) of the Notary Law. It aims to ensure a clear understanding between the parties and reduce the risk of misinterpretation in the implementation of the agreement.

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In civil cases, written evidence has a primary position. Then, Article 1889 of the Civil Code regulates exceptions to the proof of letters without the original document but does not clearly state the strength of the proof of photocopied documents.

Article 1888 of the Civil Code emphasizes that the evidentiary power of a written document depends on the original deed. The existence of the original deed is the main requirement for proof. At the same time, a copy or summary can only be trusted to the extent that it is in accordance with the original document that can be ordered to be shown. In civil cases, written evidence has a dominant position.

The first (gross) copy has the same evidential strength as the original deed, including copies made based on a judge's order involving both parties or with their agreement. Copies made after the issuance of the first copy, without going through a judge or without the consent of both parties, can only be accepted as perfect evidence if the original deed has been lost (Rachmadyta & Wardhana, 2026).

In agreements involving foreign parties, the evidentiary aspect becomes very important, especially in ensuring the validity of the copy of the deed issued by the notary. The notary, as an authorized official, plays a role in ensuring that the copy issued remains legally binding as regulated in Article 1889 of the Civil Code.

If an agreement involves a foreigner, the legality aspect of the document must be observed more strictly, including the ratification and use of copies in cross-border legal transactions. Therefore, in practice, the issuance and use of copies of notarial deeds in agreements between Indonesian citizens and foreigners must still refer to the principles in the Civil Code to ensure its validity and evidentiary force before the law (Kasih, 2023).

Taking into account Articles 1888 and 1889 of the Civil Code, a copy of the deed issued by a notary in an agreement between an Indonesian citizen and a foreign citizen still has perfect evidentiary power, both in Indonesian and a foreign language, as long as the deed meets the applicable legal provisions. It ensures that the rights and obligations of the parties in the agreement remain protected and can be legally accounted for.

Validity of Copies of Deeds in Indonesian and Foreign Languages That Do Not Conform to the Deed Minutes. Validity refers to the recognition of something that is considered true, legal, and legitimate. In English, this term is known as validity and legality. Validity indicates something that has a clear legal basis based on the law without any doubt (Luntungan, 2013).

One of the differences between the minutes of the deed and the Copy of the deed is in the signature and stamp of the Notary; namely, in the minutes of the deed, there are signatures of the parties and/or the appearing party and witnesses. Meanwhile, in the Copy of the deed, at the end of the deed, the phrase 'given as a COPY which has the same text' only contains the signature and stamp of the Notary.

A deed is a letter drawn up by or before an authorized official, making it valid proof for both parties, heirs, and other parties related to the legal relationship stated in the letter. A deed has 2 (two) important functions: first, as a formal function, namely completing legal acts with a deed, and second, as evidence, namely a document made by parties bound by an agreement to be used as evidence in the future (Zahra et al., 2024).

In terms of fulfilling material requirements, a deed must meet the provisions that make it valid as an agreement, as regulated in Article 1320 of the Civil Code. These requirements include the existence of an agreement between the parties involved, the legal capacity of the parties to make a contract, the existence of a clear object that can be determined in the agreement, and a purpose or cause that does not conflict with the law (Lie et al., 2023).

Each deed must consist of 3 (three) main parts, namely the beginning of the deed or the head of the deed, the body of the deed, and the end or closing of the deed (Amilia et al., 2023). The beginning of the deed or the head of the deed includes information such as the title of the deed, the deed number, and the time of making, which includes the hour, day, date, month, and year, as well as the complete identity and domicile of the notary who made it.

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Meanwhile, the body of the deed contains the complete identity of the parties and information related to their place of birth, citizenship, occupation, and domicile or the party they represent. In addition, this section also includes information regarding the legal status of the parties, the contents of the deed that reflect the wishes of the parties, and the complete identity of the identifying witnesses who are also present (Firdaus, 2020).

As long as the above requirements are met, the deed can be said to be authentic and valid. The validity of the deed also includes the validity of the minutes of the deed and the copy of the deed. A copy of the deed is a document that reflects the contents of the authentic deed without any changes and is given to the party entitled to receive it.

It is due to the characteristics of a copy of a deed when referring to the provisions of Article 1 Number 9 of the Notary Law that a copy of a deed is a duplicate of the minutes of the deed kept by the Notary and must contain the entire contents of the deed without changing the words or meaning, at the bottom of the copy of the deed must include the phrase 'given as a COPY with the same text,' which confirms that the copy is a valid reproduction of the minutes of the deed, and even though a copy of the deed is not a minute, this copy can still be used as written evidence in court because it reflects the contents of the authentic deed kept in the Notary's protocol (Surya et al., 2024).

A copy of a notarial deed is a complete reproduction of the original deed made by a notary, which includes the phrase 'given as a COPY of the same content' at the bottom. Although this copy reflects the contents of the original deed in its entirety, it is important to understand that in the context of Indonesian civil law, a copy of a deed does not have the same evidentiary force as the original authentic deed (Demak, 2024).

In judicial practice, a copy of a deed is considered secondary evidence. Secondary evidence is only needed if primary evidence is not available. It means that a copy of a deed can only be used as evidence if the original deed is not available, and even in that situation, its evidentiary force is not equal to the original authentic deed.

The power of external proof means that the deed proves itself as an authentic deed without requiring additional proof. The power of formal proof relates to the formal truth of what is stated in the deed, while the power of material proof relates to the material truth of the contents of the deed (Arben & Utama, 2024).

Deeds must be made in Indonesian, but in certain conditions and to follow legal developments, sometimes deeds are found that can be made in a foreign language. Both deeds in Indonesian and foreign languages are equally valid if the requirements for the validity of a deed are met so that it is said to be an authentic deed (Cahyadi et al., 2024).

A copy of the deed cannot be issued if the minutes of the deed have not been completed completely by the notary. It shows that if the notary issues a copy of the deed before the minutes of the deed are signed by the interested parties, then this action can be categorized as negligence.

The issuance of a copy of the deed before the signing of the minutes is contrary to the professional standards of a notary as a public official tasked with making authentic deeds that have the power of proof in accordance with the provisions of the law. In the copy of the deed, there is only the signature and stamp of the notary, without the signatures of the parties and witnesses (Andrianto et al., 2023).

Although the parties are free to determine the contents of the agreement, the validity of the deed still depends on the conformity between the copy of the deed and the minutes of the deed. If there is a difference in content between the copy and the minutes, then the minutes of the deed are considered valid.

It shows that freedom of contract is still limited by the legal rules governing the validity of written evidence. In addition, in the context of proof, a copy of the deed only functions as secondary evidence. In contrast, the minutes of the deed as an authentic deed have perfect evidentiary power. Thus, although the parties are free to agree, the aspect of the validity of the deed must still be in accordance with the applicable legal rules (Mu'awanah et al., 2025).

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The minutes of the deed are the original document signed by the parties, witnesses, and notary. In contrast, the copy of the deed is an official reproduction that must be in accordance with the minutes and include the phrase 'given as a COPY with the same text.' A copy of the deed still has evidentiary power but is not equivalent to the original authentic deed. In order for a deed to be considered valid, it must meet the formal requirements according to Article 38 of the UUJN-P and the material requirements based on Article 1320 of the Civil Code.

Deeds made in Indonesian or foreign languages remain valid as long as they meet the applicable legal provisions. Notaries are required to ensure that copies of the deed reflect the minutes in their entirety because any discrepancy between the two can lead to legal uncertainty.

If using the procedure for translating the language of the deed as explained above, it actually makes the copy of the deed and the minutes of the deed different. In contrast, in 1 (one) deed, it actually contains 2 (two) languages at once. The author tends to use the idea of accommodating foreign languages in making the deed as long as the parties agree to it. The minutes of the deed still use Indonesian, but copies for each party can be made in 2 (two) languages, namely Indonesian and a foreign language. Even so, if there is a misunderstanding of the language, it will still be guided by the minutes of the deed made in Indonesian (Azrina, 2021).

In the context of international law and cross-border transactions, legal English plays a significant role. Legal English has a distinctive structure and terminology, with terms that often have no direct equivalent in other languages (Budiman et al., 2024).

Understanding the legal language in both Indonesian and English is very important for a notary, especially in dealing with cross-border transactions. Proficiency in English legal language can help in drafting or interpreting international legal documents that often use terminology that is different from national law.

Therefore, mastery of both the Indonesian legal language and English legal language is an important asset for legal professionals, especially notaries, in carrying out their duties optimally and ensuring legal certainty for the parties involved in a legal agreement or transaction (Oktavia, 2025).

Notarial deeds prepared in good and correct Indonesian legal language have perfect evidentiary power as authentic deeds and provide legal protection for the parties. According to Article 43 of UUJN-P, deeds must be made in Indonesian. However, they can be translated or made in a foreign language if agreed by the parties, with the Indonesian version remaining the main reference. In cross-border transactions, understanding the legal language, both in Indonesian and English is important for notaries to ensure legal certainty in international agreements and documents (Febriana et al., 2025).

The minutes of the deed are original documents that have the main evidentiary force as regulated in Article 1 Number 8 of the Notary Law (UUJN-P), which defines the Minutes of the Deed as the original deed that includes the signatures of the parties, witnesses, and the Notary, and is stored as part of the Notary Protocol.

In the minutes of the deed there are the main points of the agreement of the parties, which are proven by the presence of signatures in it. As a result of the agreement, the points of the agreement apply as law for the parties as per the principle of pacta sunt servanda (Putri, 2022).

If it turns out that the differences in the contents and agreements stated in the deed as desired by the parties and/or the parties appear are different both in the Copy of the deed and the minutes of the deed, then related to such cases, further evidence is needed. It means that the minutes of the deed that do not comply with the agreement of the parties can be null and void (Nietig van Rechtswege) if they do not meet the formal requirements as an authentic deed.

In practice, a Notary is prohibited from making a Copy of a deed in advance because it is feared that the agreement stated therein is different from the agreement in the minutes of the deed. In order to maintain the formal requirements of an authentic deed, a Notary is required to make a minute of the deed signed by the parties and witnesses first, and then the Notary makes a Copy of the deed based on the contents of the minutes of the deed. Considering that there are many cases where clients want a Copy of the deed that a Notary can quickly

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provide, this makes the Notary choose the wrong path by making a Copy of the deed first compared to the minutes of the deed.

CONCLUSION

Regulation of copies of deeds issued by Notaries in agreements between Indonesian Citizens and Foreign Citizens, which are regulated in Article 43 UUJN-P and Article 54 UUJN-P, as well as in Article 1888 of the Civil Code and Article 1889 of the Civil Code. Notaries are required to prepare minutes of the deed as a protocol and provide copies of the deed to interested parties.

Validity of Copy of Deed and Legal Consequences of Copy of Deed in Indonesian and Foreign Languages that Do Not Conform to the Minutes of Deed that the validity of a copy of deed depends on its conformity to the minutes of the deed, which is an original and authentic document. The copy of the deed still has evidentiary force but is not equal to the original authentic deed. Validity of the deed depends on the fulfillment of formal requirements (Article 38 UUJN-P) and material (Article 1320 KUHPerdata), as well as conformity between copy and minutes.

REFERENCE

Adjie, H. (2008). *Hukum Notaris Indonesia,* Refika Aditama, Bandung, page. 14

Afriana, A. (2020). Kedudukan dan Tanggung Jawab Notaris Sebagai Pihak Dalam Penyelesaian Sengketa Perdata di Indonesia Terkait Akta yang Dibuatnya. *Jurnal Poros Hukum Padjadjaran*, *1*(2), 246-261. https://doi.org/10.23920/jphp.v1i2.250

Amilia, S., Zati, M. R., & Rosalina, D. (2023). Evaluation of Consumer Attitudes: Attributes of Langsa Hutan Lindung Park Tourism Services. *International Journal of Social Science and Business, 7*(3), 569–578. https://doi.org/10.23887/ijssb.v7i3.50247

Aji, M. R. H. (2020). Studi Komparatif Penyediaan Penerjemah Terhadap Penghadap Notaris Tuli di Indonesia dan Jepang. *Lex Renaissance*, *5*(1), 207-219. https://doi.org/10.20885/JLR.vol5.iss1.art13

Andrianto, A. D., Budiartha, I. N. P., & Astiti, N. G. K. S. (2023). Penerapan Asas Kehati-Hatian dalam Pembuatan Akta Otentik oleh Notaris. *Jurnal Preferensi Hukum*, *4*(1), 23-27.

Anhar, H. I. (2024). *Akibat Hukum Bagi Akta Notaris Yang Tidak Memenuhi Ketentuan Pasal 38 Undang-undang Nomor 2 Tahun 2014 Tentang Jabatan Notaris (Studi Putusan Nomor 530/Pdt. G/2016/PN. Dps.)* (Doctoral dissertation, Universitas Islam Indonesia).

Arben, A., & Utama, A. S. (2024). Kedudukan Akta Notaris Sebagai Akta Autentik Dalam Hukum Perdata Berdasarkan Undang-Undang Jabatan Notaris. *Andrew Law Journal*, *3*(1), 1-11. https://doi.org/10.61876/alj.v3i1.26

Azrina, L. (2021). Kedudukan Hukum Akta Notaris dihadapan para Penghadap berkaitan dengan Hak Nasabah Perbankan. Jurnal Ilmiah Penegakan Hukum, 8(1), 35-48.

Bachrudin, H. (2019). *Hukum Kenotariatan Teknik Pembuatan Akta dan Bahasa Akta,* Refika Aditama, Bandung, page. 11.

Budiman, A., Bakry, M. R., & Muda, I. (2024). Rekognisi Hukum Penggunaan Bahasa Asing dalam Pembuatan Akta Notaris Berdasarkan Ketentuan Hukum di Indonesia. *Syntax Idea*, *6*(9), 3877-3896. https://doi.org/10.46799/syntax-idea.v6i9.4349

Cahyadi, G. D., Sukandia, I. N., & Renaya, N. (2024). Legal Status of Authentic Deed Confidentiality Drafted before Notary with Sworn Translators. *YURIS: Journal of Court and Justice*, 70-88. https://doi.org/10.56943/jcj/v3i3/601

VIKRAMA RESEARCH INSTITUTE
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Demak, A. A. K. (2024). *Kekuatan Pembuktian Akta Notaris Sebagai Alat Bukti Dalam Proses Peradilan Perdata* (Master's thesis, Universitas Islam Sultan Agung (Indonesia)).

Febriana, N. K., Sujana, I. N., & Setyawati, N. K. A. (2025). The Position of Children Born from Keris Marriages in Balinese Customary Law Inheritance. *Journal of Political and Legal Sovereignty*, *2*(2), 221-229. https://doi.org/10.38142/jpls.v2i2.194

Firdaus, D. R. (2020). Akibat Hukum Dan Tanggung Jawab Notaris Terhadap Akta Yang Mengandung Unsur Penyalahgunaan Keadaan Berdasarkan Putusan Pengadilan Negeri Surabaya Nomor 77/PDT. G/2020/PN. SBY. *Indonesian Notary*, *4*(1), 12.

Fitriyeni, C. E. (2012). Tanggung Jawab Notaris Terhadap Penyimpanan Minuta Akta Sebagai Bagian Dari Protokol Notaris. *Kanun Jurnal Ilmu Hukum*, *14*(3), 391-404.

Imansah, R. (2024). *Pembatalan Akta Perjanjian Waralaba Teknologi Tuss yang dibuat di Hadapan Notaris* (Doctoral dissertation, Universitas Islam Indonesia).

Kasih, C. C. (2023). *Kedudukan hukum warga negara asing terhadap kepemilikan hak milik atas tanah secara kewarisan berdasarkan Akta Notaris* (Master's thesis, Universitas Islam Sultan Agung (Indonesia)).

Lie, C., Clarosa, V., Yonatan, Y. A., & Hadiati, M. (2023). Pengenalan Hukum Kontrak dalam Hukum Perdata Indonesia. *Jurnal Kewarganegaraan*, *7*(1), 918-924.

Luntungan, L. S. (2013). Keabsahan Alat Bukti Short Message Service (Sms) Dan Surat Elektronik Dalam Kasus Pidana. *Lex Crimen*, *2*(2), 3029.

Mayshinta, A., & Rini, I. (2024). Keabsahan Perjanjian Berbahasa Inggris Tanpa Terjemahan Bahasa Indonesia. *DIVERSI: Jurnal Hukum*, *10*(2), 326-357.

Mu'awanah, Y., Marhamah, S. H., Azizah, A. N., Fauzan, A., & Ibrahim, I. (2025). Keabsahan suatu perjanjian. *Jurnal Ilmu Multidisiplin*, *3*(1), 174-181.

Nugrahadi, C. (2019). *Prinsip Kepastian Hukum Akta Notaris yang Dibuat dalam Bahasa Asing* (Doctoral dissertation, Fakultas Hukum).

Oktavia, N. (2025). Peran Notaris Dalam Pembuatan Kontrak Jual Beli Yang Berlegalitas Ditinjau Dari Perspektif Hukum Positif. Jurnal Multidisiplin Ilmu Akademik, 2(1), 471-479.

Putri, N. S. (2022). Batalnya Akta Notaril yang Ditandatangani Terpidana Penjara Perspektif Ajaran Penyalahgunaan Keadaan. *Jurnal NoLaj*, *1*(3). https://doi.org/10.32801/nolaj.v1i3.31

Rachmadyta, F., & Wardhana, M. (2026). Perlindungan Hukum bagi Para Penghadap Terhadap Minuta Akta sebagai bagian dari Protokol Notaris yang Musnah Akibat Kebakaran. *Novum: Jurnal Hukum*, 175-185.

Soeroso, R. (2021). *Hukum Acara Perdata Lengkap dan Praktis: HIR, RBg, dan Yurisprudensi*. Sinar Grafika.

Surya, M. J. K., Maghfiroh, N., Pramesti, N., & Firnanda, A. (2024). Urgensi Penyimpanan Protokol Notaris secara Elektronik dalam Kaitan Cyber Notary di Indonesia. *UNES Law Review*, *6*(3), 8334-8346.

Suwasta, A. D., Juhana, U., Alfiany, T. F., & Mulyanti, A. S. (2024). *Pengantar hukum perdata*. TOHAR MEDIA.

Thioriks, H. (2020). *Tanggung Jawab Notaris Atas Pembuatan Akta Pernyataan Nominee Pemegang Saham Oleh Warga Negara Asing Dalam Pendirian Perseroan Terbatas* (Doctoral dissertation, Universitas Hasanuddin).

Tjukup, I. K., Layang, I. W. B. S., Nyoman, A. M., Markeling, I. K., Dananjaya, N. S., Putra, I. P. R. A., & Tribuana, P. A. R. (2016). Akta Notaris (Akta Otentik) Sebagai Alat Bukti Dalam Peristiwa Hukum Perdata. *Acta Comitas*, *2*, 180-188. https://doi.org/10.24843/AC.2016.v01.i02.p05

Yanti, Y., Pasupati, B., & Husain, T. (2022). Determinants of Audit Report Lag during the Covid-19 Pandemic: A Study on Companies Conducting IPOs and Indexed LQ-45. *JIA (Jurnal Ilmiah Akuntansi), 7(*1), 19–40. https://doi.org/10.23887/jia.v7i1.30835

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Zahra, K. L. A., Al Amjad, M. F. M., Maulidian, S. N., Silvia, S., & Asyifa, F. A. (2024). Relevansi Kepentingan Alat-alat Bukti Dalam Proses Penyelesaian Hukum Perdata. *The Juris*, *8*(1), 95-104. https://doi.org/10.56301/juris.v8i1.1185