



Notary Deeds as Evidence in Civil Courts: Proof Strength and Notary Responsibility Due to Cancellation of Deeds by The Court in Indonesia

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Abstract

A notarial deed is written evidence that has the status of an authentic deed and has perfect evidentiary power as regulated in Article 1868 of the Civil Code in conjunction with Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary. In civil court practice, a notarial deed is often used as the main evidence to resolve civil disputes because it is considered to contain external, formal, and material truth. This article aims to analyze the evidentiary power of a notarial deed as evidence in civil courts and to formulate the parameters of a notary's responsibility after the deed is annulled by the court. The research uses a normative legal research method with a statutory approach, a conceptual approach, and a case approach, with primary, secondary, and tertiary legal materials analyzed qualitatively and descriptively. The results of the study indicate that the evidentiary power of a notarial deed is perfect but not absolute, because the court still has the authority to assess the formal and material validity of the deed based on the facts revealed in court so that the deed can remain valid, be degraded to a private deed, or be declared null and void. The notary's responsibility does not arise automatically from every cancellation of the deed, but can only be imposed if there is evidence of error, negligence, or abuse of authority committed by the notary in carrying out his/her duties, while cancellations caused by false statements or documents from the parties are the responsibility of the parties concerned.

Keywords: Notarial Deed; Power of Proof; Civil Court; Cancellation of Deed; Notary's Responsibilities.

Introduction

The increasingly complex development of legal activities in society has increased the need for evidence capable of providing adequate legal certainty for every civil relationship. In various legal events, whether in the form of sales and purchase agreements, gifts, debt binding, establishment and changes of legal entities, or other legal acts, the existence of written evidence is a very decisive element in protecting the rights of the parties. Written evidence is considered superior to other evidence because it is able to record legal facts at the time of the event, so it does not depend on

human memory which is limited and can change over time. The need for certainty then gave birth to the institution of notaries as public officials authorized by the state to make authentic deeds, namely deeds made in the form prescribed by law by or before an authorized public official at the place where the deed was made (Indonesia, 2014). The notary's position as a public official places him in a strategic position because the deeds he makes are considered to contain formal truth regarding the identity of the parties, the date of making, and the process by which the legal act took place (Iriantoro, 2022)

Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public confirms that notaries are authorized to make authentic deeds regarding all acts, agreements, and provisions required by laws and regulations or desired by interested parties. This attributive authority places notarial deeds in a different legal position from private deeds, because notarial deeds obtain formal guarantees in the form of external, formal, and material evidentiary power that is perfect as long as it cannot be proven otherwise (ARBEN & SHANDY UTAMA, 2024). Consequently, judges are, in principle, obligated to acknowledge the truth of a notarial deed without requiring additional proof, unless the disputing party can present convincing counter-evidence. This principle aligns with the function of authentic deeds as a preventive function and a means of proof (*probatonis causa*) in Indonesian civil procedure law (Hartawan et al., 2024).

Although the evidentiary power of notarial deeds is expressly regulated in Articles 1868 and 1870 of the Civil Code, judicial practice demonstrates that the infallibility of such evidence is not absolute. Several court decisions, including those of the Supreme Court, demonstrate varying judges' assessments in testing the validity of notarial deeds, thus creating potential legal uncertainty for parties whose rights are based on such deeds (Dewantara et al., 2024). A notarial deed can be declared null and void, can be cancelled, or its evidentiary force can be reduced to a private deed if it is proven that there is a violation of the formal requirements for making the deed, a defect in the will of the parties, the use of false documents, or the abuse of circumstances that affect the freedom of will of one of the parties (Januardi, 2022). This phenomenon confirms that the perfect evidentiary power attached to an authentic deed is actually rebuttable, not an evidentiary power that closes off the opportunity for testing by a judge.

The issue becomes more complex when a court's cancellation of a deed is followed by a lawsuit against the notary who drafted it. In many cases, notaries are named as defendants or co-defendants solely because the deed they drafted is the subject of a dispute, without carefully considering whether the legal flaw arose from the notary's own error or from the actions of the parties who provided information and documents

to the notary (Sabrina & Musyafah, 2024). In fact, doctrinally, a notary basically only expresses the will of the parties in the form of an authentic deed (*partij acte*) based on the information provided to him, so that the notary is not immediately responsible for the material truth of the contents of the information as long as all formal procedures have been carried out in accordance with the Notary Law. The unclear parameters create uncertainty both for notaries as public officials and for the public using notary services, so that a study is needed that specifically formulates the boundaries between notary procedural errors and substantial errors of the parties (Randomis, 2025).

Based on the above description, there are two legal issues that are the focus of the study in this article. First, to what extent the evidentiary power of a notarial deed as evidence can be maintained in civil court proceedings, especially when the deed is tested and then annulled by the court. Second, what is the form and limits of a notary's legal responsibility for the cancellation of the deed he made, both seen from the perspective of civil liability, administrative liability, and professional ethics. The study of these two issues is important to conduct considering that notarial deeds occupy a central position in civil law traffic in Indonesia, while literature that specifically combines the analysis of evidentiary power with objective parameters of notary responsibility after the cancellation of the deed is still relatively limited. This article is expected to contribute both to the development of notarial law science and to judicial practice in proportionally assessing the position of notaries as public officials who guarantee legal certainty without ignoring legal protection for notaries themselves.

The objectives of this study are generally divided into two. The first objective is to analyze the evidentiary power of notarial deeds as evidence in civil courts, including outlining three aspects of the evidentiary power of authentic deeds and the limits of the judge's authority in assessing their validity. The second objective is to examine the forms of legal responsibility of notaries if the deeds they have made are canceled by the court, by formulating objective indicators that can be used to distinguish between cancellations caused by notarial errors and cancellations caused by the actions of the parties. These two objectives are interrelated because a complete understanding of the evidentiary power of authentic deeds is a prerequisite for fairly assessing whether a deed cancellation should be charged to the notary as a public official or to the parties who provided false information.

Methods

This research is normative legal research which places law as a norm that regulates community behavior, not empirical legal research which relies on field data (Mufasirin, 2022). The choice of normative

method is based on the nature of the research problem which focuses on the analysis of legal norms, doctrines, legal principles, and court decisions related to the evidentiary power of notarial deeds and the notary's responsibility due to the cancellation of the deed. Normative research allows the author to examine the consistency between the provisions of the Civil Code, the *Herziene Indonesisch Reglement*, and the Notary Law with judicial practices reflected in various court decisions, so that coherent legal conclusions can be obtained (Peter Mahmud Marzuki, 2011).

This research uses three complementary approaches. The first approach is the statute approach, which is used to examine the provisions of the Civil Code, *Herziene Indonesisch Reglement*, Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Office of Notaries, and relevant implementing regulations. The second approach is the conceptual approach, which is used to analyze legal theories regarding evidence, authentic deeds, legal certainty, and official responsibilities that have developed in notarial legal doctrine. The third approach is the case approach, which is used to examine court decisions related to the cancellation of notarial deeds as a basis for obtaining contextual legal arguments regarding the power of evidence and notary responsibilities in practice.

The legal materials used in this study consist of three types. Primary legal materials include the Civil Code, the *Herziene Indonesisch Reglement*, the Notary Law and its amendments, and court decisions related to the cancellation of notarial deeds. Secondary legal materials include books on notarial law and evidence law, scientific articles, accredited national journals, and theses and dissertations relevant to the research theme. Tertiary legal materials include legal dictionaries, the Great Indonesian Dictionary, and legal encyclopedias used to clarify technical terms. The collection of legal materials was conducted through library research on these sources. Analysis of legal materials was conducted qualitatively using a descriptive-analytical method, namely by first outlining the applicable legal provisions, then analyzing them systematically to obtain answers to the research problem formulation.

Result And Discussion

The Evidentiary Power of Notarial Deeds as Evidence in Civil Courts

The existence of notary institutions in Indonesia cannot be separated from the Latin notary system (*Latijns notariaat*) inherited from Continental European legal traditions, in which notaries are positioned as independent and impartial public officials in creating written evidence for the public. This system began to be officially implemented in the Dutch East Indies through *Reglement op het Notarisambt* in Indonesie in 1860, which then became the basis for notarial practice in the Indonesian

archipelago before finally being replaced by Law Number 30 of 2004 concerning the Office of Notaries after Indonesian independence. This Latin notarial character distinguishes the Indonesian notary system from the Anglo-Saxon notary system applicable in common law countries, where notaries public generally only function as signature certifiers without the authority to independently draft the substance of deeds (Catur, 2023). Understanding these historical roots is important to explain why notarial deeds in Indonesia have a much stronger legal standing than mere legalized documents, because Indonesian notaries carry out a constitutive function in formulating and expressing the legal will of the parties, not just a mere administrative function.

The law of evidence is a very important part of civil procedural law because a person's success in defending their rights in court is largely determined by their ability to prove the arguments presented (Gandžalová, 2024). Article 1866 of the Civil Code stipulates that evidence in a civil case consists of written evidence, witness evidence, allegations, confessions, and oaths, all of which have varying weights and functions in convincing the judge. Among these five forms of evidence, written evidence holds the most important position because it is able to provide certainty regarding a legal relationship that has occurred at a certain time without relying on subjective human memory. In Indonesian legal practice, written evidence is divided into authentic deeds and private deeds, with authentic deeds occupying a much stronger position because they are made by or before a public official authorized by law to do so. A notary is one of the public officials granted this authority under the Notary Law, so that every deed made in accordance with the specified procedures obtains the status of an authentic deed with perfect evidentiary force.

The evidentiary power of an authentic deed is doctrinally divided into three complementary aspects. The external evidentiary power (*uitwendige bewijskracht*) indicates that the deed is physically considered an authentic deed as long as it cannot be proven otherwise, so that the judge is not permitted to ignore the existence of the deed based on mere suspicion and the party denying its authenticity is required to prove the existence of a legal defect that causes the deed to lose its authentic nature. The formal evidentiary power (*formele bewijskracht*) relates to the truth of what was done and witnessed by the notary, namely that the parties were actually present before the notary, their identities have been checked, the deed has been read, and the deed has been signed on the date stated therein (Wardantik et al., 2023). The material evidentiary power (*materiële bewijskracht*) indicates that the contents of the deed are considered true for the parties who made it and bind them as an agreement made based on the principle of *pacta sunt servanda* as regulated in Article 1338 of the Civil Code (Pyarrani & Burhanuddin, 2025). These three aspects of evidentiary power make a notarial deed perfect and binding evidence

(volledig en bindende bewijskracht) in the sense that the judge is basically obliged to use it as a basis for consideration without requiring additional evidence.

The perfection of the evidence, as emphasized in several recent studies, must be understood as a rebuttable presumption of evidence, not absolute and untestable evidence. Reconstructive studies of the legal doctrine of civil evidence show a discrepancy between the normative provisions of Article 1868 and Article 1870 of the Civil Code, which textually provide perfect and binding evidentiary force, and judicial practice, which actually shows variations in judges' assessments of the validity of authentic deeds, thus potentially giving rise to legal uncertainty if systematic assessment parameters are not formulated (Tanjaya & Sari, 2026). Therefore, the position of an authentic deed is more appropriately understood as procedurally superior evidence, namely the burden of proof shifts to the party denying it, and not as evidence that completely closes off the possibility of being tested by a judge (Dewi et al., 2025).

Even if a notarial deed has perfect evidentiary power, the court still has the authority to assess whether the deed was made in accordance with applicable legal provisions. This authority to test stems from the principle that perfect evidentiary power only applies in the absence of convincing evidence to the contrary, so that interested parties can still file a lawsuit to annul or deny the notarial deed through a valid judicial process. In practice, the judge will assess two main aspects: whether the formal requirements for making the deed have been fulfilled in accordance with the Notary Law, and whether the material requirements for the validity of the agreement as stipulated in Article 1320 of the Civil Code have been fulfilled by the parties making the agreement (Pangaribuan, 2026). A review of Supreme Court decision Number 656 PK/Pdt/2019 shows that the court has the authority to reassess the validity and even reduce the level of evidentiary power of an authentic deed if formal defects are found in the process of making it, even if the deed was initially claimed to be authentic by the party submitting it as evidence (Dewantara et al., 2024).

The main causes of the cancellation of notarial deeds in judicial practice can be grouped into two broad categories. The first category is a violation of the formal requirements for making a deed, for example, the parties are not present together before the notary, the deed is not read as required by law, the instrumental witnesses do not meet the requirements, the signing is not carried out at the same time, or the notary makes the deed outside his/her area of office (Putu Ayu Sriasih Wesna & I Gusti Putu Dena Dharma Putra, 2023). The second category is a violation of the material requirements for the validity of the agreement, for example, there are elements of fraud (*bedrog*), error (*dwaling*), coercion (*dwang*), abuse of circumstances (*misbruik van omstandigheden*), use of false documents, or the incompetence of one of the parties to carry out legal acts. A case study

of the decision of the DKI Jakarta High Court Number 303/PDT/2019/PT DKI shows that the abuse of economic advantage by one of the parties in the process of signing a deed of debt recognition is a form of defective will that does not fulfill the requirements for the validity of the agreement according to Article 1320 point (1) of the Civil Code, resulting in the notarial deed in question being canceled by the court (Januardi, 2022). This case confirms that the cancellation of a deed is not always rooted in procedural errors by the notary, but can also stem from a legal relationship between the parties that was flawed from the start.

The distinction between the sources of legal defects is crucial because it determines the type of legal consequences imposed by the court on the deed in question. If the violation is formal and related to the deed-making procedure, the judge generally does not immediately declare the deed null and void, but rather reduces its status to a private deed as long as the substance of the parties' legal relationship can still be accounted for and the parties' signatures can be proven to be authentic. Conversely, if the violation is material and concerns the validity of the agreement itself, for example because its object is contrary to law, morality, or public order, the consequence that arises can be that the deed is null and void so that all legal consequences that have arisen are considered never to have existed and the parties are returned to their original state (*restitutio in integrum*) (Lestari, 2025). These three possible legal consequences, namely the deed remains valid, the deed is degraded to a private deed, or the deed is void by law, reflect that the judge applies the principle of proportionality between the level of violation and the legal consequences imposed, rather than a rigid and uniform approach to all types of legal defects.

One of the important developments in the current notarial practice is the increasing number of studies that specifically discuss the phenomenon of the downgrading of the status of authentic deeds to private deeds as regulated in Article 84 of the Notary Law. These studies reveal the existence of unclear norms in Article 84 of the Notary Law regarding violations of which articles result in a deed becoming private and violations of which articles result in the deed being legally void, so that its application in judicial practice is highly dependent on the judge's interpretation of the concrete facts in each case (Hanaan & Anwary, 2025). This kind of ambiguity requires judges to use careful legal reasoning by considering the objectives of legal protection for the parties, not just applying the provisions textually, so that the legal consequences imposed are truly proportional to the level of error that occurred.

The degradation of an authentic deed into a private deed has the consequence that its evidentiary power is no longer perfect and automatically binding, but must be assessed based on the parties' acknowledgement of the truth of the signature and the contents of the deed. However, a degraded deed can still be used as written evidence in a

broad sense as long as the parties acknowledge its truth, so that it does not immediately lose all its evidentiary value. Protection for third parties in good faith is an important consideration in this context, because in many cases, the cancellation of a deed by the court can have legal consequences for third parties who are completely unaware of any legal defects in the deed (Andriawan & Ali, 2024). In line with the principle of binding agreements regulated in Article 1338 paragraph (1) of the Civil Code, the Supreme Court, through a number of its decisions, has provided legal protection to third parties in good faith who have carried out legal acts legally before the decision to cancel a deed has permanent legal force (Sari, 2022). This principle emphasizes that the legal consequences of canceling a deed cannot be applied retroactively without limit to all parties involved, but must take into account the propriety and good faith of each party.

Another relevant issue in the context of the power of evidence is the denial of a notarial deed by one of the parties in the trial process, both formal denial of the authenticity of the signature and material denial of the content and substance of the deed. The study of the Tangerang District Court Decision Number 26/Pdt.G/2024/PN.Tng uses the theory of legal consequences to explain that denial of a deed can give rise to new legal relationships, changing a relationship that was originally based on good faith into an open dispute, and ultimately giving rise to legal sanctions through a court decision if the denial cannot be proven true. Within the framework of the theory of legal certainty, the certainty inherent in an authentic deed remains guaranteed as long as the provisions regarding the requirements and procedures for making an authentic deed are clear, binding, and consistently applied as guidelines by both the notary and the judge examining the case, so that unfounded denials will ultimately be rejected by the court in order to maintain the function of an authentic deed as an instrument of legal certainty.

The development of notarial practice also shows that the evidentiary force is not only attached to the minutes of the deed kept as a notary protocol, but also to the copy of the deed issued by the notary holding the protocol. A study on the evidentiary force of a copy of an authentic deed issued by a notary holding the protocol confirms that the copy has the same evidentiary force as the minutes of the deed as long as it is issued in accordance with the procedures stipulated in the Notary Law, including in the case where the original notary who made the deed has resigned from his position and the protocol is transferred to another notary (Safira & Putra, 2022). This provision is important in practice because many civil disputes involving old deeds are examined based on copies, not the original minutes, so that the validity of the procedure for issuing copies also determines the evidentiary strength of the deeds submitted to the court.

This expansion of the object of evidentiary power is also seen in the context of corporate deeds, for example, minutes of a General Meeting of Shareholders set forth in the form of a notarial deed. The deed of statement of meeting decisions made by a notary based on the minutes of the meeting is intended to make it a strong and perfect evidence as referred to in Article 1870 of the Civil Code, so that its evidentiary power is absolute and binding as long as its untruth cannot be proven by the interested party. This provision shows that the principle of perfect evidentiary power that applies to notarial deeds in general also applies consistently to deeds of a special nature, as long as the deed is made in accordance with the formal procedures required by the laws and regulations applicable to each type of legal act concerned. Thus, the consistent application of the three evidentiary powers of authentic deeds is the main key in maintaining the function of notarial deeds as an instrument of legal certainty in various fields of civil law, not limited to bilateral agreements alone.

The special position of a notarial deed is more apparent when compared to other forms of evidence regulated in Article 1866 of the Civil Code, particularly witness evidence and presumptions. Witness evidence, although valid for use in civil cases, has fundamental weaknesses because it relies heavily on human memory, which can decline over time and is susceptible to being influenced by the subjective interests of the parties presenting it. Therefore, judges must carefully assess witness testimony, considering its credibility and consistency. Presumptions, on the other hand, are conclusions drawn by law or by a judge from a proven event to prove another unproven event. Therefore, they are derivative in nature and can only be used when stronger direct evidence is not available. Compared to these two forms of evidence, a notarial deed has the advantage of recording legal facts contemporaneously at the time of the event, being set forth in a written form that does not change over time, and being prepared by an independent public official, thus minimizing the potential for bias in the interests of one party (Bisyir & Putra, 2023). This advantage also explains why almost all civil transactions of high economic value, such as the sale and purchase of land, the establishment of companies, and the binding of large amounts of debt, are practically always set out in the form of a notarial deed even though the law does not always explicitly require it.

The comparative advantage of notarial deeds makes them primary evidence which is usually presented first in civil cases, while witness evidence and allegations generally function as complementary evidence to strengthen or explain the context behind a deed (Permana et al., 2024). However, this advantage does not place a notarial deed in a position that is immune to opposing evidence, because Article 1866 of the Civil Code basically gives equal status to all evidence in the sense that the judge must still assess all evidence presented comprehensively to form his belief. Thus,

even though a notarial deed has a higher evidentiary weight than other pieces of evidence, the final assessment regarding the truth of a legal event remains in the hands of the judge who examines the case based on all the evidence submitted by the parties to the dispute, not based on the formal status of one piece of evidence alone.

This comparison is also relevant to understanding why a lawsuit to annul a notarial deed generally requires strong counter-evidence, not just witness testimony alone, considering the position of an authentic deed that has obtained perfect evidentiary power from the beginning. The party wishing to annul a notarial deed must be able to submit other written evidence, the results of expert examinations, or a combination of evidence that can convincingly shake the external, formal, and material evidentiary power of the deed. This relatively heavy burden of proof is a logical consequence of the function of an authentic deed as an instrument of legal certainty, so that not every unilateral objection or rebuttal from one party will immediately invalidate the evidentiary power of a notarial deed that has been made in accordance with applicable legal procedures, unless accompanied by evidence that convincingly shows there is a legal flaw in it.

Notary's Responsibilities Due to Cancellation of Deed by Court

As a public official, a notary public holds a strategic position in providing legal certainty to the public through the creation of authentic deeds, and this authority is a form of attribution granted directly by the Notary Law. Therefore, every exercise of this authority must be based on the principles of prudence, professionalism, independence, and legal certainty as stipulated in Article 16 of the Notary Law. Notarial deeds are essentially made based on the will of the parties (*partij acte*), so that the notary only expresses this will in the form of an authentic deed in accordance with the provisions of laws and regulations without being obliged to investigate the material truth of any information submitted to him (Utarid, 2023). This principle of division of responsibility inherent in the nature of *partij acte* determines the perfection of the evidentiary value of an authentic deed, because the notary is responsible for the formal truth of the deed-making process, while the parties are responsible for the material truth of the information they submit (Pyarrani & Burhanuddin, 2025). Thus, a notary cannot be held responsible for lies or bad faith of parties that he cannot discover through reasonable examination procedures.

However, in practice, courts often find the cancellation of deeds followed by lawsuits against the notaries who made them, either as defendants or co-defendants. Not every cancellation of a deed automatically gives rise to legal liability for a notary, as liability can only be imposed if there is evidence of error or negligence on the part of the

notary in carrying out his or her authority. As officials who carry out part of the state's functions in the field of civil legal services, notaries require adequate legal protection so that every time a deed they make becomes the object of a dispute, the notary is automatically viewed as the guilty party (Gusarov et al., 2023). This protection is important to maintain the independence of the notary profession, because if notaries are always burdened with absolute responsibility for every cancellation of a deed regardless of the source of the error, this has the potential to give rise to an overly cautious attitude (defensive notary practice) which can actually hinder legal services to the public.

An analysis of notary liability cannot be separated from the general theory of legal responsibility. According to Hans Kelsen's theory of legal responsibility, a person's legal responsibility for a particular act can be divided into several types: individual liability, collective liability, fault liability, and strict liability (Pradana & Fakhry, 2024) (Arimba, 2024). In the context of notary liability, the approach consistently applied by Indonesian courts is liability based on fault, not absolute liability, so that a notary can only be held accountable if it is proven that he has fulfilled the elements of an unlawful act as regulated in Article 1365 of the Civil Code.

The elements of an unlawful act that must be proven in a lawsuit against a notary include four cumulative things. First, it must be proven that the notary committed an unlawful act, either in an active form in the form of an action that causes harm to another party, or in a passive form in the form of negligence to do something that is mandatory according to the provisions of the Notary Law (Al-Zawahreh & Abdaljawad, 2026). Second, it must be proven that there is an element of error on the part of the notary, which can be in the form of intent (*dolus*) or negligence (*culpa*), as seen in the review of the Cibinong District Court decision Number 46/Pdt.G/2023/PN.Cbi which considered that the notary was not only negligent but also indicated to be biased towards one of the parties in making the deed of minutes of the meeting, so that the notary's actions are categorized as acts containing elements of intent (Illiyin & Octarina, 2023). Third, it must be proven that there is a real and quantifiable loss, both material and immaterial, suffered by the party who is harmed due to the cancellation of the deed. Fourth, it must be proven that there is a causal relationship between the notary's error and the resulting loss, so that if the loss is caused by the actions of another party beyond the notary's control, the causal relationship is broken and the notary cannot be held responsible.

The courts' consistent application of these four elements reflects an effort to maintain a balance between legal protection for the public using notary services and legal protection for notaries as public officials. A review of various decisions shows that courts tend to refuse to impose

liability on notaries if there is no element in the legal considerations that explicitly states the notary's fault, even if the deed in question is ultimately declared void or legally flawed (Sabrina & Musyafah, 2024). This confirms the principle that the cancellation of a deed and the notary's responsibility are two legal issues that are conceptually different and should not be equated, because the cancellation of a deed is related to the validity of the legal act stated in the deed, while the notary's responsibility is related to whether or not there was a notary error in the process of making it.

The notary's liability due to the cancellation of a deed by the court can be classified into four forms, which are cumulative or alternative, depending on the level and type of violation committed. The first form is civil liability, which arises if the notary's error or negligence results in losses for the parties and fulfills the elements of an unlawful act as regulated in Article 1365 of the Civil Code, so that the notary can be required to pay compensation, both material and immaterial, to the injured party (Sarapi, 2021). Material losses in this context are losses whose amount can be calculated in real terms, while immaterial losses include losses that cannot be calculated with certainty, for example defamation or psychological pressure experienced by the injured party due to the cancellation of the deed.

The second form is administrative responsibility, which is imposed if a notary violates the formal provisions of the Notary Law without having to be linked to whether or not there is a loss to a particular party (Maulida & Faisal, 2025). Article 85 of the Notary Law regulates five types of administrative sanctions in stages, namely verbal warnings, written warnings, temporary dismissal, honorable dismissal, and dishonorable dismissal, which are imposed through a coaching and supervision mechanism by the Notary Supervisory Board according to the level of seriousness of the violation committed. The purpose of administrative sanctions is not merely to punish notaries individually, but to maintain the professionalism, integrity, and quality of notarial services as an institution, so that public trust in the notary profession is maintained.

The third form is professional ethical responsibility, which arises from the notary's obligation to comply with the Notary Code of Ethics established by the Indonesian Notaries Association as a professional organization. This code of ethics regulates the professional behavior of notaries both in carrying out their duties and in their personal lives as part of a profession that demands high integrity, and violations of the code of ethics can be subject to organizational sanctions in the form of reprimands, warnings, suspension of membership, and even dismissal from the professional organization (Sapriana et al., 2025). The fourth form is criminal liability, which arises if the cancellation of a deed is accompanied by elements of a criminal act, such as forgery of a letter or forgery of a signature committed by the notary himself, as seen in the study

of the role and responsibilities of notaries regarding the identification of the appearing party in relation to the South Jakarta District Court Decision Number 366/Pid.B/2021/PN.Jkt.Sel, which confirms that a notary can be held criminally liable if proven to know and allow the use of false identities in the deed-making process (Paskadwi, 2022). These four forms of responsibility are not mutually exclusive, so that in certain cases a notary may be subject to more than one form of responsibility simultaneously in accordance with the legal facts revealed in court.

The most fundamental issue in determining a notary's liability is formulating objective parameters to distinguish between the cancellation of a deed caused by a notary's error and the cancellation of a deed caused by the actions of the parties. Research on errors in authentic deeds and their implications for the validity of agreements following Supreme Court Decision Number 628 K/Pdt/2020 emphasizes that the assessment of such errors must be carried out casuistically by considering whether the error is purely administrative or actually affects the substance and validity of the underlying agreement, because these two types of errors carry different legal consequences for the notary's liability (Tanjaya & Sari, 2026). Based on the synthesis of various decisions and studies, three main indicators can be formulated to assess the notary's responsibility proportionally (Heriyanti et al., 2026).

The first indicator is the procedural compliance aspect, namely the assessment of whether the notary has carried out all stages of making a deed in accordance with the Notary Law, including checking the identity of the parties appearing, reading the deed, ensuring the presence of qualified witnesses, and ensuring that the signing takes place at the appropriate time and place. If all these procedures have been fulfilled, there is a presumption that the notary has carried out his/her obligations professionally, so that the burden of proof otherwise shifts to the party alleging a notary error (Munnofa et al., 2024). The second indicator is the aspect of fault liability, namely the assessment of whether or not there is an element of intent, negligence, or abuse of authority committed by the notary, because without the existence of such an element of fault, imposing responsibility on the notary would be contrary to the principles of justice and the principle of presumption of innocence that apply universally in the law of professional responsibility. The third indicator is the causal relationship, namely the assessment of whether the losses suffered by the parties are a direct result of the notary's actions or negligence, or whether the losses arise from the parties' own actions, for example by providing false identities, false documents, or false statements that could not be ascertained by the notary through reasonable examination procedures.

Consistent application of these three indicators will result in a more proportional distribution of responsibility. If a notary is proven to

have carried out all procedures in accordance with statutory provisions, but the cancellation of the deed occurs solely due to false information, forged documents, or bad faith on the part of the parties that the notary was unaware of, then legal responsibility rests entirely with the party providing the information or documents, not the notary (Yamani & Erliyani, 2025). On the other hand, if the cancellation of the deed occurs due to a procedural error made by the notary himself, for example, not reading the deed, not fulfilling the witness requirements, acting outside the scope of his office, or knowing that there is a forged document but still making the deed, then the notary can be held accountable civilly, administratively, or ethically according to the level of error he committed. A clear distinction between these two situations is important to prevent the imposition of disproportionate responsibility on the notary, as well as to ensure that notaries who are truly negligent or abuse their authority can still be held accountable fairly.

One of the important developments in contemporary notarial practice is the increasing demand for the application of the prudential principle by notaries in every deed-making process. The public no longer only assesses the technical ability of notaries in drafting deed wording, but also expects an adequate verification process for the identity of the appearers, the authority of the parties to act, and the authenticity of the supporting documents they submit. Studies on the integrity of notaries as officials who make authentic deeds confirm that the application of the principle of knowing the service user (know your customer principle) as regulated in the regulations of the Minister of Law and Human Rights is one of the important instruments to strengthen the preventive function of notaries in preventing the misuse of authentic deeds for unlawful purposes (Wibowo et al., 2022).

However, the application of the precautionary principle cannot be interpreted as an absolute obligation for a notary to investigate the material truth of all information submitted by the parties, because a notary is not an investigator or judge who has investigative authority. A study on the role of a notary in guaranteeing the validity and authenticity of a bank credit deed shows that the perfection of the evidentiary value of an authentic deed is determined by a clear division of responsibilities between the notary and the parties, where the notary is responsible for the formal truth of the deed-making process, while the parties are responsible for the material truth of the information and documents they submit (Pyarrani & Burhanuddin, 2025). Therefore, the scope of the notary's verification obligation must be limited to examinations that can reasonably be carried out in accordance with the authority granted by law, for example checking the conformity of identity documents with the data listed therein, without being required to carry out an in-depth investigation into the truth of the substance of the document which is outside his technical competence.

This limitation of verification obligation is also relevant in the context of a notary acting as an attorney to legalize documents or certify copies according to the original, where the notary's responsibility is limited to the formal conformity between the original document and its copy, not to the substantive truth of the legalized document. This principle of limitation of responsibility is important to maintain a balance between public protection and the protection of the notary profession, because if a notary is burdened with verification obligations that exceed his legal authority, this will create uncertainty in carrying out the notarial profession on a daily basis and has the potential to hinder legal services to the public who need notarial services quickly and efficiently (Khaerunnisa et al., 2025).

Based on the overall analysis above, a proportional and balanced concept of notary liability reconstruction can be formulated. This concept emphasizes that legal protection for notaries must be provided if all procedures for making a deed have been fulfilled, the identities of the parties have been properly verified in accordance with the notary's authority, the deed has been read and signed voluntarily by the parties, and there is no clear indication of document falsification that should have been known by the notary through a reasonable examination procedure (Uyuni & Mispansyah, 2025). In such conditions, if it is later discovered that one of the parties provided false documents or false information, legal responsibility should be borne by the party who committed the falsification, not the notary who has exercised his authority in accordance with applicable professional standards.

On the other hand, legal protection cannot be given to a notary if it is proven that the notary deliberately ignored the procedures required by the Notary Law, collaborated with one party to harm another party, knew that there was a forged document but still made a deed, or abused the authority of his position for personal gain or the benefit of a particular party. Studies on the legal consequences of notary cooperation with unofficial service bureaus confirm that the involvement of notaries in practices that deviate from the code of ethics and professional standards, for example by delegating the verification process to an unauthorized party, can be the basis for the imposition of cumulative legal responsibility, whether civil, administrative, or ethical (Fikri, 2024). This principle emphasizes that legal protection for notaries is conditional, that is, it is only provided as long as the notary truly carries out his profession in accordance with the standards of caution, professionalism and good faith required by the Notary Law.

This reconstruction of the concept of responsibility provides an important contribution to the development of notarial law, because it emphasizes that the evidentiary power of an authentic deed is not identical to legal immunity for notaries from being tested in court. This concept also

formulates objective indicators that can be used by judges in determining notary responsibility based on elements of procedural compliance, error, and causal relationships, thereby reducing the potential for disparity in decisions between courts handling similar cases. Furthermore, this concept strengthens the understanding that the main function of a notary is to guarantee the formal certainty of a legal act, not to guarantee the material truth of all information submitted by the parties, so that the division of responsibility between the notary and the parties can be carried out fairly and proportionally according to their respective roles in the process of making an authentic deed.

Conclusion

The evidentiary power of a notarial deed as evidence in civil court and the notary's responsibility due to the cancellation of the deed by the court, can be drawn two main conclusions. First, a notarial deed is an authentic deed as referred to in Article 1868 of the Civil Code in conjunction with Article 1 number 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, so it has perfect evidentiary power which includes external, formal, and material evidentiary power. This evidentiary power provides a guarantee of legal certainty for every legal act set forth in the deed, but is not absolute because the court still has the authority to re-evaluate the validity of the deed if there is evidence that shows a violation of the formal or material requirements for the formation of the deed, so that in the event that there is proven legal defects, the judge can declare the deed still valid, reduce its status to an underhand deed, or declare the deed null and void according to the level of violation found in the trial.

Notary liability does not arise automatically due to a decision to cancel a deed, but can only be imposed if it is proven that the notary committed an error, negligence, abuse of authority, or violation of the provisions of the Notary Public Law or the professional code of ethics based on the elements of a cumulative unlawful act. If the notary has carried out all procedures in accordance with the provisions of the laws and regulations and the cancellation of the deed occurs solely due to false information, forged documents, or bad faith from the parties that the notary could not have known, legal responsibility rests with the party who provided the information or documents. Conversely, if the cancellation of the deed occurs due to a procedural error made by the notary, such as not reading the deed, not fulfilling the witness requirements, acting outside the scope of his/her office, or committing other violations of the provisions of the Notary Public Law, the notary can be held accountable civilly, administratively, or ethically according to the level of his/her fault, and in certain circumstances that contain elements of a criminal act, the notary can also be held criminally accountable.

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