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NOTARY RESPONSIBILITIES FOR THE OCCURRENCE OF IDENTITY FAKETING IN THE MAKING OF AUTHENTIC DEEDS

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ABSTRACT

A notary is a public official who is appointed to make authentic deeds and has other authorities as referred to in Article 1 Number 1 Law Number 2 of 2014 on Amendment to Law Number 30 of 2004 on Office of Notary Public. If there is a negation or denial related to a deed drawn up by a Notary if the documents and/or information obtained regarding the drawing up of the deed turn out to be false, then it is the responsibility of the party who submitted the documents or provided the false identity. This is because the deed contains written statements from the appearers, there is no reason whatsoever for a Notary not to apply the precautionary principle in carrying out his or her position and must uphold the precautionary principle. This implies that all actions taken in the context of drawing up an authentic deed must be in accordance with the applicable laws and regulations so that they can be legally accounted for. In the drawing up of an authentic deed, the Notary must be responsible if the deed drawn up by him or she contains a mistake or an intentional violation by the Notary. Conversely, if the element of mistake or violation occurs from the appearing party, then as long as the Notary exercises his or her authority in accordance with the regulations, the relevant Notary cannot be held accountable because the Notary only records what was conveyed by the parties to be stated in the deed.

Keywords: Responsibility; false identity; authentic deeds

Introduction

A notary is a public official authorized to make needs authentic and has other authorities as referred to in Article 1 point 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Office of a Notary. According to R. Soegondo Notodisoera, a notary is a public official, because it is closely related to the main authority or duties and obligations to make deed authentic.(R. Soegondo Notori Soerjono, 1993)

The position of a Notary as a functionary in society is still respected. A Notary is usually regarded as an official where one can get reliable advice, everything that is written and determined is true, Notary is a strong document maker in the legal process (Melinda & Djajaputra, 2021).

When there is denial or denial regarding the deed drawn up by a Notary in the event that the documents and/or information obtained regarding the making of the deed turns out to be fake, then this is the responsibility of the party submitting the documents or providing the false identity. This is because the deed contains written statements from the appearers (Hardianti, 2022). In the deed of the parties which contains the statements of the parties, the Notary is not obliged to investigate whether the information and documents presented or written by the appearers in the deed are in accordance with the truth or not (Ginting, 2019).

In carrying out his position, a Notary must obey and comply with the rules and norms, including:

Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (hereinafter referred to as UUJN).

Notary Code of Ethics made by the Indonesian Notary Association

Articles of Association and Bylaws of the Indonesian Notary Association

Before carrying out his position, a Notary is obliged to take an oath/promise in accordance with his/her religion before the appointed Minister/Official. In carrying out the oath of office, a Notary as a public official who has been sworn in to serve and obey the law is manifested through obedience to all the norms and ethics governing the position of a Notary. In carrying out the Notary's position, supervision is also needed so that the Notary's duties are always in accordance with the underlying legal principles as to avoid misuse of the trust given.

Notaries in carrying out their positions form professional professional organizations in the form of associations with legal entities, namely the Indonesian Notary Association which is the only unifying forum for all and everyone who assumes and carries out the duties of the office as a public official in Indonesia (Amelia, 2023). This organization plays an important role in upholding the ethics of its members, namely when there are members who violate the provisions contained in the Notary Code of Ethics, or members who violate the ethical values contained in the Law on Notary Positions. The Notary Code of Ethics is based on the fact that a Notary as a professional bearer is a person who has expertise and knowledge in the notary field, so as to be able to meet the needs of the public who require services in the notary field. Notary is personally responsible for the quality of services provided (Amelia, 2023).

In connection with this research, the authors conducted a study regarding the number of Notaries who became witnesses in court because the deed made by the Notary was made based on a false identity carried out by the appeared. The notary profession is a profession that is prone to problems in court because a Notary is a maker of an authentic deed that has perfect proof before the law.

Therefore, if the notarial deed is made based on the fake identities of the appearers, it will be very detrimental to the parties concerned.

Based on the background, the author wants to examine how the Notary Office Law regulates the responsibilities of a Notary in the event of falsification of identity committed by appearers. Indonesia has not clearly regulated the truth of the existence of fake identities because the Law on Notary Office stipulates that a Notary is only authorized to make deeds based on what is desired and conveyed by the Notary. facing and does not have the authority to investigate whether the things conveyed by the appeared are true or fraudulent. The community still has bad faith in making deeds and unclear rules regarding the protection of Notaries in the event of identity falsification. Therefore the authors are interested in conducting an in-depth analysis, the results of which are made in the form of research with the title **Notary Responsibilities For The Occurrence of Identity Marketing In The Making of Authentic Deeds**

Research Method

The research method is a scientific activity carried out in stages, starting with determining the topic, collecting data, and analyzing the data so that later an understanding and understanding of the topic, symptom or issue is obtained internet. The research method is a systematic scientific activity and has specific objectives both practical and theoretical (Ramdhan, 2021).

Research conducted in this study is normative juridical research. Normative juridical research is research conducted by analyzing library materials or ready-to-use documents. Normative juridical research is also called library research, namely the procedure for collecting data derived from materials literature or literature, related laws, and regulations, writings, or legal research.

The data collection tool used in this writing is by means of a documentation study which is carried out by searching for data about things or variables in the form of notes, books, letters, transcripts, magazines, and so on. In other words, the documentation study aims to find secondary data.

Result And Discussion

The Notary's Precautionary Principles are related to Personal Data Protection

Based on construction Notary Law, one of the duties of a Notary's position is to formulate the wishes/actions of appearers in the form of an authentic deed, taking into account the applicable legal provisions.

Recently, notaries are often faced various cases related to authentic deeds they have made, which require that the notary be the party summoned to court if there is a dispute regarding the deed drawn up by the notary. To avoid this, the principle of prudence is one of the most important principles that must be applied or carried out by a Notary in carrying out his/her duties as a public official. The principle of prudence requires a Notary to always be careful in carrying out the duties of his position, in the sense that he must always be consistent in implementing the applicable laws and regulations in the notary sector.

As long a notary consistently carries out the conditions required of them, the notary will be able to guarantee the implementation of prudential actions for himself as a public official. For the sake of legal interests and protection of a Notary in carrying out their duties, a Notary must master all regulations relating to the duties of his position. This is intended so that the deed made by a Notary does not have legal defects, which can result in the deed being null and void or can be canceled. Likewise, parties who need their services or who ask to make a deed, also have happen honestly and not make it up in making the desired deed ([Liem, 2020](#)).

The jurisprudence of the Supreme Court (Decision of the Supreme Court Number 702K/Sip/1973, dated September 5, 1973, stated: "The function of a notary is only to record/write down what is desired and stated by the parties who appear before the notary. There is no obligation for the notary to investigate thoroughly anything material (things) presented by the appeared before the notary".

In order to achieve the Notary's precautionary principle in knowing appearers, if there are doubts and errors in the documents of the appearers the Notary should refuse to make an authentic deed, in order to achieve the precautionary principle of knowing the appearers and not become a dispute later day.

In this writing, the author discusses the case of identity forgery in Decision Number 140/PDT/2020/PT.DKI dated 20 April 2020 jo. The decision of the North Jakarta District Court Number 101/Pdt.G/2015/PN.Jkt.Utr made by the appeared in making an authentic deed. In this case, the appeared as the debtor in making the credit agreement was suspected of having forged an identity in the form of an Identity Card with a fictitious address. It is known that the debtor has not paid his installment obligations to the bank and the whereabouts of the debtor when visited at the home address listed on

the KTP, it is known that the address fictitious and the whereabouts of the debtor are unknown.

Notaries in carrying out the precautionary principle regarding examinations identity appearers, the Notary conducts identification of appearers to find out that appearers are capable and authorized parties based on legal rules for making deeds, ensuring the correctness of the identity of appearers based on legal rules for making deeds, ensuring the correctness of the identity of appearers as shown by the notary, ensuring letters/documents attached related to the object the agreement is genuine and valid, and makes the deed in accordance with statutory provisions without any element of falsifying the information contained in the deed to ensure the formal correctness of the deed made (Siahaan, 2019).

The UUJN does not clearly state the precautionary principle. However, the researcher argues that the precautionary principle in the Notary Office Law can be interpreted in the provisions of Article 15 UUJN, as follows:

1. The notary has the authority to make the deed authentic regarding all acts, agreements, and resolutions required by law and/or required by interested parties to be stated in an authentic deed, guaranteeing the certainty of the date of making the deed, keeping the deed, providing grosses, copies, and extracts of the deed, all of that throughout the making of the deed the acts are not assigned or exempted to other offices or other persons designated by law.
2. The notary is also authorized to certify signatures and determine the date of private documents by registering in a special book, recording private documents by registering in a special book, making copies of the original private documents in the form of a copy containing the description as written and described in the relevant letter, validate the suitability of the copy with the original letter, and provide legal counseling in connection with the making of the deed

Based on the Notary Office Law, the Notary is required to know the identities of the appearers and request supporting data related to the deed to be drawn up, such as the identities of the appearers and other documents as required in making an authentic deed. This is in line with the provisions of Article 39 paragraphs (2) and (3) of the Notary Office Law.

Article 39 paragraph (2): "Appearers must be known by a Notary or introduced to him by 2 (two) identifying witnesses who are at least 18 (eighteen) years old or married and capable of carrying out legal actions or introduced by 2 (two) appearers other."

Article 39 paragraph (3): "The introduction as referred to in paragraph (2) is expressly stated in the Deed."

Notaries in carrying out the precautionary principle regarding examinations identity appearers, that the Notary conducts identification of appearers to find out that appearers are capable and authorized parties based on legal rules for making deeds, ensuring the correctness of the identity of appearers based on legal rules for making deeds, ensuring the correctness of the identity of appearers as shown by the notary, ensuring letters/documents attached related to the object the agreement is genuine and valid, and makes the deed in accordance with statutory provisions without any element of falsifying the information contained in the deed to ensure the formal correctness of the deed made (Rahman, 2018).

Therefore, there are cases of identity falsification committed by appearers related to another issue, namely the precautionary principle associated with the protection of

personal data. The digital convenience that is happening right now makes various transactions easier, one example is convenience in shopping that can now be done online. However, there are things that must be sacrificed, namely regarding personal data. When buying goods online, requirements are needed in the form of personal data, namely full name, place, date of birth, home address, and even data on the Resident Identification Number. In some conditions, a person in carrying out a transaction must also submit copies of his residence documents.

The government as the authority authorized by the state to protect personal data in accordance with Article 28 G paragraph (1) of the 1945 Constitution of the Republic of Indonesia. In addition to these regulations, efforts to protect personal data are carried out with various rules other laws, namely Law Number 23 of 2003 concerning Population Administration as Amended by Law Number 24 of 2013 and protection of personal data related to digital finance in Bank Indonesia Circular Letter Number 18/22/DKSP regarding the Implementation of Financial Services Digital.

What needs to be underlined in efforts to protect personal data in Indonesia today, these protection efforts have not yet reached the realm of how to protect personal data in detail. In addition, there are also personal data protection laws that are spread across various laws and regulations that conflict with the principles of personal data protection (Kalkhove et al., n.d.) Based on the principle of personal data protection, this is not allowed because the right to ownership of personal data must remain in the hands of the individual who owns the personal data instead of transferring to certain parties.

The precautionary principle must be made the main principle in making a Deed by a Notary/PPAT. Letters or documents shown or submitted by one of the appearers or by another party in the event of a denial of the contents of the deed on the basis of the forged letters/documents provided will influence the validity of an authentic deed made by a Notary/PPAT and causing losses to other appearers in the deed. For example, an appeared who provides a fake document in the form of an e-KTP. E-KTP or electronic KTP is a KTP that has the specifications and format of a National KTP with special security, namely a chip that contains a record of electronic population data (Rahmatyah & Sarning, 2022). The existence of e-KTP with the use of information and communication technology can facilitate the management of population data in an integrated manner in one population administration information system. For example, banking institutions that have applied to check customer data through Card Readers (Rahmatyah & Sarning, 2022). Therefore, to carry out one of the precautionary principles, Notaries should also be able to take advantage of the existence of this technology in checking the identity of the appearers submitted to them.

However, based on Minister of Home Affairs Regulation No. 102 of 2019 concerning Granting of Access Rights and utilization of Population Data The granting of access rights is User and Operator. Users are state institutions, ministries/non-ministerial government agencies, Indonesian Legal Entities, and/or Regional Apparatus Organizations that receive access rights to utilize population data. Organizers are the government, provincial governments, and district/city governments who are responsible and authorized in Population Administration matters (Negeri, 2019). Based on the provisions above, a Notary/PPAT as a general official is not included in the category of User of Population Data Access Rights and the provisions for implementing population data verification by a Notary/PPAT in making a deed have not been regulated. authentic desired by the plaintiffs. Thus, the efforts of the Notary/PPAT to ensure the authenticity of the data listed on the identification submitted/shown to the Notary/PPAT include detecting, verifying, and validating the ownership of the KTP-el

to Dukcapil. This is intended as a preventive action against the misuse of e-KTP that does not belong to the appeared or forgery of e-KTP.

Checking and verification carried out by this notary are related to efforts to protect personal data. With the rampant sale of personal data by irresponsible individuals, it is possible for someone to use other people's personal data in their actions before a notary, to draw up a deed containing certain legal actions, can occur. For this reason, by being careful with the notary in checking and verifying the personal data of the appearers who appear before him, he is once again playing a role in efforts to protect personal data in Indonesia.

The process of verifying the identity of the appeared does not violate the principle of personal data protection, provided that the Notary does not carry out any act of buying and selling personal data and the Notary does what UUJN requires of him, namely keeping the deed and its contents confidential.

Notary Responsibilities for the Occurrence of Identity Falsification in Making Authentic Deeds

Notary Responsibilities are explicitly stated in Article 65 UUJN which states that a Notary (Special Substitute Notary, and Notary temporary officials) is responsible for every deed he makes, even though the Notary protocol has been submitted or transferred to the Notary Protocol depository (Noer & Fajriyah, 2021). Notary in carrying out their duties both in terms of authority and obligations, Notary must be responsible, meaning:

- a) The notary is required to make the deed properly and correctly, meaning that the deed made fulfills the will of the law and the request of interested parties because of their position.
- b) A notary is required to produce a quality deed, meaning that the deed he makes is in accordance with the rule of law and the wishes of interested parties in the true sense, not making it up. The notary must explain to interested parties the truth of the contents and procedures of the deed he made.
- c) Has a positive impact, meaning that anyone will admit that the Notary deed has perfect proof strength.

The notary has material and formal responsibility for the deed he made. The notary is responsible for the validity of the authentic deed he made and if it turns out that there is a legal defect so that the deed loses its authenticity and harms interested parties, the notary can be sued to reimburse costs, compensation, and interest. Meanwhile, regarding material responsibility for deeds made before a notary, it is necessary to emphasize that the authority of a notary in making authentic deeds does not mean that a notary can freely according to his wishes make authentic deeds without the parties requesting the deed to be drawn up (Komara & Adjie, 2023).

The notary's responsibility for the deed made before or made by him, is divided into 3 (three) forms, namely:

1. Civil Notary Responsibilities

The authority to make this authentic deed is the request of the parties and for validity something The agreement requires 4 conditions, namely (Moertiono, 2021):

- a. Agreement of the parties
- b. The ability to make an engagement
- c. Specific objects/things
- d. A legitimate reason

A new agreement can be said as a valid agreement when the agreement meets the conditions listed above.

The problem raised by the author this time is regarding the falsification of identity carried out by appearers in making authentic deeds. The case that the author raised in the Decision of the DKI Jakarta High Court Number 140/PDT/2020/PT.DKI dated 20 April 2020 jo. North Jakarta District Court Decision Number 101/Pdt.G/2015/PN.Jkt.Utr dated March 16 2016, is a civil lawsuit.

The question is whether the documents which form the basis and become the requirements for making the deed have been made illegally or incorrectly and do not exist or are fictitious.

According to the judge's decision, the use of a document, data/identity that is fake, incorrect or fictitious is included or constitutes a criminal act of fraud. According to Article 1328 of the Civil Code "Fraud is a reason for canceling an agreement, if the trick used by one of the parties is such that it is clear and obvious that the other party would not have made the agreement if the trick was not carried out. Fraud is not suspected, but must be proven."

So, in connection with this matter, the Plaintiff must first prove the existence of fraud, and the evidence is the existence of a criminal decision regarding fraud from the District Court. If it is true that it is known that the Notary conspired together with the appeared to commit an act of falsification of identity in the deed, then an agreement can be categorized as a fraud as referred to in Article 1321 of the Civil Code "No agreement is valid if the agreement was given due to an oversight, or obtained by coercion or deception." As a result, the fraud has violated the subjective requirements of Article 1320 of the Civil Code point 1 regarding the agreement of the parties.

The act of falsifying identity, if it is true and it is known that the notary concerned conspired with the appeared, then the notary fulfills the elements of an unlawful act in accordance with what is contained in article 1365 of the Civil Code. Any unlawful act, which causes harm to another person, requires the person who committed the loss to make compensation. Then based on Article 1366 of the Civil Code it also stipulates that "everyone is responsible not only for losses caused by his actions, but also for losses caused by negligence or carelessness."

However, in the decision of the case, that in essence the Deed of Working Capital Credit Extension Agreement made before a Notary who is a party to the lawsuit has been drawn up in accordance with Article 1320 and Article 1338 of the Civil Code. At the time of signing the deed, the parties involved, namely the Plaintiff, the creditor bank, and the debtor as Defendant IV had come directly to the Notary, and the parties had read and understood the contents, intent, and purpose of the deed of agreement properly. So that the Notary has made the deed in accordance with the applicable rules and cannot be held accountable.

2. Notary Criminal Liability

The notary may make a mistake in making the deed, the mistakes that may occur are:

- a. Typical error on the Notary's copy, in this case the error can be corrected by making a new copy that is the same as the original and only the copy that is the same as the new original has the same power as the original deed;
- b. Incorrect form of notarial deed, in this case where minutes of the meeting should have been made but by the notary it was made as a statement of meeting resolutions;

- c. Error in the contents of the Notary deed, in this case regarding the statement from the parties who appeared before the Notary, where at the time the deed was drawn up it was considered correct but later turned out to be incorrect.

The problem raised by the author this time is regarding falsification of identity carried out by appearers in making authentic deed. The case that the author raised in the Decision of the DKI Jakarta High Court Number 140/PDT/2020/PT.DKI dated 20 April 2020 jo. North Jakarta District Court Decision Number 101/Pdt.G/2015/PN.Jkt.Utr dated March 16 2016, is a civil lawsuit. However, the ammar decision of the panel of judges stated that the argument in the form of fabricated documents, data and identities was incorrect or fictitious and was the result of an act that was categorized as a criminal act in the form of fraud, so that the plaintiff must first prove the existence of a fraud, and the evidence is a criminal decision regarding fraud from the District Court.

The provisions of Article 378 of the Criminal Code explain that what is meant by fraud is a condition carried out by anyone with the intention of unlawfully benefiting oneself or others, by using a false name or false dignity, by deception, or even a series of lies, to move other people to hand over something to him, or to give a debt or write off a debt, is punishable by fraud and is punished by a maximum imprisonment of four years. It is defined as having occurred when one of the parties has intentionally provided untrue information accompanied by cunning so that the other party in the agreement is persuaded and then gives an agreement. In this case, the identity, date address, and business address that are suspected of being fake are evidence of the debtor's bad faith using deception. In addition, the traces of the debtor suddenly disappeared and the whereabouts of the plaintiff as the guarantor were unknown.

If it is proven that the Notary has conspired with the appearer in making an authentic deed using a false identity, and in a court decision it is decided that it is true that the appearer has forged identity, then the Notary has jointly committed a criminal act of fraud, namely Article 378 of the Criminal Code. falsification of identity, and can be held criminally responsible in accordance with the sanctions imposed by the panel of judges who decided the case.

3. Administrative accountability

Based on Article 16 paragraph (11) UUJN every violation will result in sanctions in the form of:

- a. written warning;
- b. Temporary stop
- c. Honorable discharge; or
- d. Dishonorable discharge."

As for the imposition of sanctions against a Notary as above, it can be decided by the MPW if the sanctions are in the form of an oral or written warning or decided by the MPP if the decision is temporary dismissal or the Minister of Law and Human Rights if the sanctions are in the form of dishonorable dismissal. The decision to impose sanctions is made based on the considerations obtained by each supervisory agency through an examination session.

Based on this explanation, it can be concluded that in UUJN the contents of a deed drawn up before a notary are not his responsibility considering that what is written is the will and approval desired by the appearers. Therefore, the Notary is only responsible for the formal correctness of the deed, so that if the will and approval given by the appeared are in accordance with statutory provisions, the responsibility

lies with the appeared. However, if the will and willingness of the appearers are not in accordance with statutory provisions, it is the responsibility of the Notary. This relates to the provisions of Article 1320 Civil Code regarding the legal conditions of the agreement, where an agreement must meet certain conditions and one of them is about a halal reason.

Strength of Proof of Deed of Credit Agreement Allegedly Containing False Identities of Appearers

An authentic deed has binding and perfect evidentiary power if it has external, material and formal evidentiary strength. When viewed from the strength of evidence, the deed of Credit Agreement as stated in the case in this study has fulfilled external or external and formal evidentiary strength. This is because the deed as a deed of the parties or partij deed, has fulfilled the formal and material requirements of a deed, namely the requirements regarding the form of a notary deed and the procedure or mechanism for making a notary deed and contains information on agreements and legal actions or legal relations of the parties. party. However, when viewed from the strength of material evidence, the deed of the Credit Agreement which is suspected of containing a false identity does not meet the strength of material evidence. This is because the information listed on the authentic deed is found false or inconsistent with the facts.

Based on the Decision of the Supreme Court Number 2510 K/Pdt 1991, the strength of material evidence must be fulfilled so that an authentic deed has perfect evidentiary power, the decision state that material evidence cannot be fulfilled if there is a discrepancy in the information provided by the appearers to the Notary in bad faith and which discrepancy is taken for granted by the Notary to be included in the deed so that the deed he makes contains lies or is not the same as the existing reality. Therefore, as a result of these circumstances, the Notary Deed only has the power of proof under the hand so that the judge is no longer bound to assess the Notary Deed which is considered defective as a binding and perfect proof as an authentic deed should be, as a result, the deed can be canceled by judge or null and void. Regarding a deed that can be canceled or null and void by law, it will be guided by the legal requirements of the agreement where the subjective conditions are not fulfilled will cause the deed to be canceled, whereas if it does not meet the objective conditions of the agreement, the agreement becomes null and void.

Basically, the provisions in the previous UUJN regulated the cancellation of authentic deeds, but these provisions were abolished and with the UUJN changes, currently the conditions that can cause cancellation or legal cancellation of a notarial deed are no longer regulated, the provisions in UUJN only discuss circumstances -circumstances that can cause a deed to become a private deed, namely the non-fulfillment of the provisions in Article 38, Article 39, Article 40, Article 44, Article 48, Article 49, Article 50 and Article 51 UUJN.

In line with the decline in the strength of proof of the Credit Agreement Deed to a private deed, when viewed from the legal perspective of the agreement, the Deed agreed upon by the parties does not meet the requirements for the validity of the agreement as stated in Article 1320 of the Civil Code, namely objective requirements regarding lawful causes. Article 1320 of the Civil Code requires that in order to become a valid and binding agreement, it must meet the subjective requirements and objective requirements for the validity of the agreement. Subjective requirements consist of two, namely skills between the parties and the existence of an agreement by the parties regarding what was agreed upon. Non-fulfillment of subjective conditions results in the agreement being cancelled.

The point is that the parties who feel aggrieved can submit an annulment to the Court, and based on the judge's considerations the agreement can be annulled. While objective conditions are conditions regarding the object of the agreement which consists of two things, namely certain things and lawful causes. The purpose of certain matters is that in making an agreement there must be an object that is agreed upon, which must be lawful or not violate laws and regulations or norms.

In line with the legal terms of the agreement above, if it is true that the Credit Agreement Deed in Decision Number 140/PDT/2020/PT.DKI dated 20 April 2020 jo. The decision of the North Jakarta District Court Number 101/Pdt.G/2015/PN.Jkt.Utr has been proven to contain fraud in the identity of the appeared, so the Notary has committed an act that is contrary to his legal obligations and violates the principles of thoroughness and prudence in issuing the deed. In addition, the Deed or Agreement issued by a Notary violates Article 1320 of the Civil Code because the Deed issued by a Notary is issued on the basis of fictitious data and fraudulent acts in the form of forgery of identity, which violates the principle of legal requirements for agreements, namely legal causes. However, before being declared null and void by the court, the validity of documents, data, and identities suspected of being fabricated, untrue, and fictitious must be tested for the truth, so they must first be examined, proven, and decided by the competent judicial body, namely the General Judicial Body with a decision that has the force of permanent law. This is in accordance with the Indonesian Supreme Court Jurisprudence dated 27 November 1975 No. 199 K/Sip/1973 which states: "A decision by a criminal judge has perfect evidence in civil cases, both against a person convicted of a criminal judge's decision and against a third party, by allowing evidence of resistance."

However, in Decision Number 140/PDT/2020/PT.DKI dated 20 April 2020 jo. North Jakarta District Court Decision Number 101/Pdt.G/2015/PN.Jkt.Utr, in the answer submitted by Defendant VIII, the Deed of Working Capital Credit Agreement is valid and binding, because it complies with Article 1320 and Article 1338 of the Civil Code. At the time of signing the Deed, the related parties namely Plaintiff, Defendant I, Defendant III, and Defendant IV had come directly to Defendant VIII, and the parties had read and understood the contents, intent, and purpose of the Deed of Agreement properly. Notary in case of forged identity, Notaries do not have the authority to materially examine the document in question. As for the deed in question by the Plaintiff, it has fulfilled the formal requirements, moreover, it was made by interested parties, in front of Offices that have the functions and authority given by the Law.

Conclusion

The decision of the North Jakarta District Court Number 101/Pdt.G/2015/PN.Jkt.UTR has been proven to contain fraud in the identity of the apparel, the deed or agreement issued by a Notary violates Article 1320 of the Civil Code because the deed issued by a Notary is issued based on data- fictitious data and fraudulent acts in the form of forgery of identity, which violates the principle of the terms of a valid agreement, namely lawful causes. However, before being declared null and void by the court, the validity of documents, data and identities suspected of being fabricated, untrue and fictitious must be tested for the truth, so they must first be examined, proven and decided by the competent judicial body, namely the General Judicial Body with a decision that has the force of permanent law.

Bibliography

Amelia, A. P. (2023). *Implementasi Pasal 62 Undang-Undang Nomor 2 Tahun 2014 Tentang Jabatan Notaris Terkait Penyerahan Protokol Notaris Di Kota Bandar Lampung*. [Google Scholar](#)

- Ginting, J. B. (2019). Tinjauan Yuridis Mengenai Akta Otentik Yang Dibuat Oleh Notaris Berisi Keterangan Palsu. *Journal Justice*, 1(1). [Google Scholar](#)
- Hardianti, E. P. (2022). Pertanggungjawaban Notaris Yang Menyuruh Memasukkan Keterangan Palsu Ke Dalam Akta Autentik (Studi Kasus Putusan Pengadilan Tinggi Semarang Nomor 83/Pid/2016/Pt Smg). *Indonesian Notary*, 4(2). [Google Scholar](#)
- Kalkhove, B. A., Rohani, S., & Alhadiansyah, A. (N.D.). Upaya Notaris Dalam Menghadapi Tantangan Perlindungan Terhadap Data Penghadap Di Era Digital. *Tanjungpura Acta Borneo Jurnal*, 1(2). [Google Scholar](#)
- Komara, S., & Adjie, H. (2023). The Effect of The Execution Of The Sale Of The Right Object On The Position Of Bank Creditors. *Edunity: Social and Educational Studies*, 2(5), 630–638. [Google Scholar](#)
- Liem, S. (2020). Tanggung Jawab Notaris Terhadap Akta Jual Beli Saham Tanpa Bukti Pelunasan Dan Bukti Setor (Studi Kasus Putusan Pengadilan Negeri Jakarta Selatan Nomor: 259/Pdt. G/2017/Pn. Jkt. Sel.). *Indonesian Notary*, 2(1). [Google Scholar](#)
- Melinda, S., & Djajaputra, G. (2021). Pembuatan Akta Notaris Di Luar Wilayah Jabatannya Berdasarkan Undang-Undang Nomor 2 Tahun 2014 Tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris. *Syntax Literate; Jurnal Ilmiah Indonesia*, 6(7), 3521–3541. [Google Scholar](#)
- Moertiono, R. J. (2021). Perjanjian Kredit Pemilikan Rumah Dalam Perspektif Teori Perlindungan Hukum. *Afrosj-Las (All Fields of Science Journal Liaison Academia and Society)*, 1(3), 252–262. [Google Scholar](#)
- Negeri, K. D. (2019). *Republik Indonesia, Daftar Keputusan Menteri Dalam Negeri Tentang Pembatalan Peraturan Daerah Dan Kdh 2004-2014*. [Google Scholar](#)
- Noer, Z., & Fajriyah, Y. (2021). Pertanggungjawaban Notaris Terhadap Protokol Notaris Sebagai Arsip Negara: Arsip Negara, Limitasi, Pertanggungjawaban, Protokol Notaris. [Google Scholar](#)
- R. Soegondonotori Soerjono. (1993). *Hukum Notariat Di Indonesia Suatu Penjelasan*. Raja Grafindo Persada. [Google Scholar](#)
- Rahman, F. A. (2018). *Penerapan Prinsip Kehati-Hatian Notaris Dalam Mengenal Para Penghadap*. Universitas Islam Indonesia. [Google Scholar](#)
- Rahmatyah, S., & Sarning, S. (2022). Manajemen Pelayanan Kartu Tanda Penduduk Elektronik (E-Ktp) Pada Kantor Dinas Kependudukan Dan Pencacatan Sipil Kabupaten Konawe. *Jurnal Ilmiah Dikdaya*, 12(2), 569–574. [Google Scholar](#)
- Ramdhan, M. (2021). *Metode Penelitian*. Cipta Media Nusantara. [Google Scholar](#)
- Siahaan, K. (2019). Kedudukan Hukum Akta Notaris Sebagai Alat Bukti Pada Tindak Pidana Pemalsuan Surat Dalam Proses Peradilan Pidana. *Recital Review*, 1(2), 72–88. [Google Scholar](#)