

# NOTARY EMERITUS' LIABILITY FOR DEEDS MADE AFTER THE TERM OF OFFICE ENDS

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## Keywords

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## ABSTRACT

The notary emeritus is a member of the Notary Commission on Discipline, Protection of the Constitution, and the Ministry of Public Works and Public Works. This study aims to examine the legal principles and written legal sources. The study contributes to the understanding of the continuity of notarial duties and the potential legal ramifications for such activities. In this study, it will be systematically explained about the regulations that regulate certain legal categories, analyze the relationship between these regulations, and correlate them with existing problems. In addition, this study discusses the validity of deeds made by or before his term of office ends and the responsibility of the notary for the deeds he makes after his terms of office end.

## INTRODUCTION

A notary as a public official who is a position of trust (*vertrouwensambt*) is a person who receives attributive authority and trust from the state to carry out some of the state's public functions, especially in the field of civil law to serve the needs of the community that requires authentic evidence. The public function is not in the public sense in the field of public law, but in the implementation of state services to the community in the field of civil law regarding the creation of evidence in the form of authentic deeds as stipulated in Articles 1866 and 1867 of the Civil Code (KUHPerdata). With the trust given by the state to the notary, the public also gives their trust to the notary.

As a position of trust, notaries have the duty to provide services and create certainty and legal protection to the community (Azed, 2005). A notary is considered a position where the public can seek reliable legal advice and everything written in an authentic deed that is constant from the testimony of the parties is true and trustworthy. An authentic deed made by or before a notary is the legal basis for the status of a person's property, rights and obligations. Therefore, a notary can be classified as a strong document maker position in a certain legal process (Salenggang, 2023).

According to Sudikno Mertokusumo, an authentic deed is a letter or deed that is deliberately made officially for the purpose of proof (Mertokusumo, 2010). Based on Article 1868 of the Civil Code, an authentic deed is "a deed made in the form prescribed by law, made by or in the presence of a public official authorized for it and at the place where the deed was made." Based on this understanding, it can be seen that an authentic deed must meet 3 (three) elements as follows:

1. Authentic deeds must be made in certain forms prescribed by law;

2. The authentic deed must be made by or in the presence of an authorized public official; and
3. An authentic deed must be made within the territory of the place where the deed was made.

An authentic deed has perfect evidentiary power (*volledig bewijs kracht*) in front of the judge, which means that no other evidence is required in the court hearing. Therefore, this perfection binds the parties who sign it in the presence of public officials appointed by law, including judges. The judge must also believe it as a perfect factual basis and sufficient to make a decision on the settlement of the disputed case without the need for other evidence. This is because the authentic deed is guaranteed to be true because it is made by or in the presence of an official appointed by law, in this case a notary in accordance with Article 1 of Law Number 30 of 2004 and its Amendment to Law Number 2 of 2014 concerning the Notary Position (Notary Position Law). Whoever denies his signature on an authentic deed is obliged to prove that the signature is fake and the public official (notary) who made the deed has committed forgery of the deed (Subekti, 2003).

The validity of an authentic deed must be followed by the condition of authenticity of a deed (*verlijden* requirement), including the deed must be prepared, must be read, and must be signed. Maintaining the authenticity of an authentic deed that he makes is an obligation and responsibility that must be upheld by a notary in carrying out his position. If the deed does not meet the *requirements of verlijden*, then its function will be degraded to a deed under hand and this is of course detrimental to the interested parties. The reality is that in practice, it often happens that the notary does not do what he pours into the deed. The notary's act is classified as an act of intellectual forgery (*intellectuele vervalsing*) (Kie, 2011).

As a public official, a notary must have high moral ethics and integrity. This is because the notary has the trust of the state to carry out some of the state's public functions and therefore he has gained trust from the public to make an authentic evidence with an independent and impartial attitude. A notary as a holder of a position of trust from the state must have high authority and dignity and is obliged to maintain and protect the interests of the community he serves. Throughout his or her office, a notary is obliged to carry it out with full discipline, professionalism and moral integrity should not be doubted. Everything contained in the deed is the responsibility of the notary, which is a statement that reflects the true circumstances when the deed is made (Kie, 2011).

In providing services to the community, the authority of a notary is limited by the term of office, namely until he still serves as a notary. The term of office of a notary is calculated from the time he is appointed as a notary by the Minister of Law and Human Rights (Menkumham) through a Decree of Appointment (Decree of Appointment) until he stops or is dismissed with respect or disrespect. According to Article 8 of the Notary Position Law, the reason for a notary to quit or be dismissed with honor is because he has died, entered the age of 65 (sixty-five) years, is spiritually and/or physically unable to perform his duties and notary position continuously for more than 3 (three) years, his own request, or concurrently holds a position.

Based on the above provisions, it can be seen that retirement is one of the reasons for a notary to quit with a maximum age of 65 (sixty-five) years. However, the Notary Position Law provides an opportunity for notaries who will retire to be able to extend their term of office until the age of 67 (sixty-seven) years by considering the health concerned. The application for an extension of the term of office is addressed by the notary concerned to the Minister of Law and Human Rights by attaching a recommendation in the form of a physical and spiritual health certificate from a doctor, a letter of recommendation from the Regional Supervisory Council (MPD), the Regional Supervisory Council (MPW), the Central Supervisory Council (MPP), and a letter of recommendation from the notary organization of the Indonesian Notary Association (INI) (Salenggang, 2023).

In the world of notary, notaries who no longer exercise their positions as notaries are called *gewezen notaries* in Dutch and *notary emeritus* in Latin (Arliman, 2015). Meanwhile, in Indonesian, it is generally called notary wreda or notary emeritus which comes from the word "*emeritus*" which has been absorbed into the Indonesian language. According to the Great Dictionary of the Indonesian Language

(KBBI), *wreda* means elderly, old, has a lot of work experience and so on, senior, last level (Indonesia's Department of Education, 2002). Meanwhile, *emeritus* according to KBBI is quitting active service due to age but still holding the position or title (Indonesia's Department of Education, 2002). This variation of the term contains the same meaning, the difference lies only in the mention only. It should be noted that notary *emeritus* in the notary world means that a notary who has stopped carrying out his duties and position as a notary because he has been honorably dismissed because he has entered the age specified in the Notary Position Law.

The philosophy of the existence of age restrictions in the practice of notary cannot be separated from the life expectancy of the Indonesian population. According to data from Our World in Data, in 2004 the national life expectancy only touched 65.8 (sixty-five point eight) years (Dattani et al., 2023). This figure increased in 2014 which broke through the figure of 68.87 (sixty-eight point eighty-seven) years based on sources from the Central Statistics Agency (BPS) (2024). This consideration is the basis for determining the age of the notary in carrying out the duties of his position as a public official.

Notaries who have retired automatically no longer have the authority to carry out their positions as notaries. Thus, the notary is no longer allowed to carry out his duties and position in making authentic deeds. However, the fact is that there are still notary *emeritus* who still open their offices and make deeds like a notary who is still in office. This indicates a violation of the code of ethics and moral values committed by the notary concerned. As a result, the public is harmed by the despicable act of the retired notary who has actually and deliberately caused legal defects in the making of the deed. Mistakes in authentic deeds can have legal consequences in the form of a person's rights being revoked or an obligation imposed on a person (Darus, 2017).

Based on the description above, this study discusses the validity of deeds made by or before the notary *emeritus* after his term of office ends and the responsibility of the notary *emeritus* for the deeds he makes after his term of office ends. The study contributes to the understanding of the legal status and responsibilities associated with deeds made by notaries *emeritus*, providing insights into the continuity of notarial duties and the potential legal ramifications for such activities.

## **METHODS**

The form of research in this study is doctrinal research sourced from library materials or secondary data. This research aims to examine legal principles and written legal sources. Furthermore, in this study, it will be systematically explained about the regulations that regulate certain legal categories, analyze the relationship between these regulations, and correlate them with existing problems. In this study, the typology of legal research used is reviewed from its explanatory nature, where this research strengthens or tests existing legal situations so that it can improve and provide new input in the presentation of legal theories or norms.

The secondary data used by the author consists of 3 (three) legal materials, namely primary legal materials, secondary legal materials, and tertiary legal materials. The primary legal materials used include the Law on Notary Positions, Law Number 11 of 1969 concerning Employee Pension and Widow or Widower Employee Pension (Employee Pension and Widow or Employee Widower Pension Law), Law Number 20 of 2023 concerning the State Civil Apparatus (State Civil Apparatus Law), Criminal Code (KUHP), Regulation of the Minister of Law and Human Rights Number 19 of 2019 concerning Terms and Procedures for Appointment, Leave, Transfer, Dismissal, and Extension of Notary Term of Office (Permenkumham No. 19 of 2019), Notary Code of Ethics, and Civil Code. Meanwhile, the secondary legal materials used are books that have a correlation with the research and journal articles related to the research topic. The tertiary legal materials used are dictionaries and government publications.

## **RESULTS**

### **Validity of Deed Made by or Before the Notary Emeritus After His Term of Office Ends**

The appointment and dismissal of notaries are regulated in Chapter II of the Notary Position Law and further regulated in Permenkumham No. 19 of 2019. A person can become a notary if he has met certain conditions, namely the qualifications required in Article 3 of the Law on the Position of Notary

*jo.* Article 2 of Permenkumham No. 19 of 2019. If these conditions have been met, then the notary candidate concerned submits an application to the authorized agency appointed by law, in this case the Minister of Law and Human Rights. Based on the application, the Minister of Law and Human Rights will issue a Decree of Appointment for the person concerned as a notary according to his application.

At the time the Appointment Decree is accepted by the applicant, the person concerned has held the position of a notary. However, he is still not authorized to make an authentic deed. A new notary has the authority to make an authentic deed if the person concerned has carried out the oath or promise of office in front of the Minister of Law and Human Rights or an official appointed in accordance with Article 4 of the Law on Notary Positions. Article 12 of Permenkumham No. 19 of 2019. After taking the oath or promise of office, the notary concerned only holds the position of notary as a public official and is authorized to make an authentic deed (Salenggang, 2023).

As mentioned in Article 8 of the Notary Position Law, a notary resigns or is dismissed from his position with respect because:

- a. "Passed away;"
- b. Have reached the age of 65 (sixty-five) years and can be extended to the age of 67 (sixty-seven) years by considering the health concerned;
- c. Own request;
- d. Unable to spiritually and/or physically carry out the duties of the notary position continuously for more than 3 (three) years; or
- e. Concurrently holding a position as a civil servant, state official, advocate, or currently holding another position that is prohibited by law from concurrently holding the position of a notary."

In addition, Article 9 of the Notary Position Law regulates the temporary dismissal of notaries while Articles 12 and 13 of the Notary Position Law regulate the dismissal of notaries with disrespect. For a notary who is dishonorably dismissed, there is no longer an opportunity for him to be reappointed as a notary. Because the authority of the notary is attributive (sourced from the state through the law) as stipulated in Article 1 *jo.* Article 15 of the Notary Position Law, so just like the appointment of a notary is marked by an Appointment Decree, the dismissal of a notary from his position is also initiated by the return of his Appointment Decree as a notary.

In carrying out his position, a notary has authority in accordance with Article 15 of the Law on Notary Positions. Article 15 paragraph (1) of the Notary Position Law regulates the general authority possessed by notaries, namely all those related to evidence regarding acts, agreements and determinations in the civil sphere whether required by laws and regulations within the scope of civil law and/or desired by interested parties is the authority of the notary to make authentic evidence, unless there are other regulations that regulate that for a certain legal act that is exempted to other officials by the regulation. In addition, notaries are also given certain authorities contained in Article 15 paragraph (2) of the Law on Notary Positions, namely:

- a. "Certify signatures and determine the certainty of the date of the letter under hand by registering in a special book;
- b. Book a letter under hand by registering in a special book;
- c. Make a copy of the original letter under the hand in the form of a copy containing the description as written and described in the letter concerned;
- d. Certify the photocopy of the match with the original letter;
- e. Providing legal counseling in relation to the making of deeds;
- f. Making deeds related to land; or
- g. Make an auction minutes deed."

According to G. H. S. Lumban Tobing, the authority of a notary in carrying out his position includes 4 (four) things, including (Tobing, 2018):

- 1) The notary must be authorized as far as the deed is concerned: This means that notaries are only authorized to make certain deeds ordered by laws and regulations to be made with notary deeds. Notaries are prohibited from making deeds that are assigned or exempted to other officials prescribed by law. For example, the sale and purchase deed made by the Land Deed Making Officer (PPAT).
- 2) The notary must be authorized as long as it concerns the people for whose interests the deed is made: This means that the notary's authority to make a deed is not for everyone's benefit. In this case, attention must be paid to who the deed is made to. If the deed made by the notary is for himself or for his family as stipulated in Article 294, Article 295, Article 296, Article 297 of the Civil Code as well as Articles 52 and 53 of the Notary Office Law, then there can be partiality and abuse of power that can result in losses for other parties.
- 3) The notary must be authorized as far as the place where the deed is made: This means that notaries are only allowed to make deeds at the place of residence within the area of their office according to the Decree of Appointment. This provision is to prevent the abuse of authority which will result in arbitrariness and violation of the notary code of ethics. Deeds made outside the area of office only have the power of proof as a deed under hand.
- 4) The notary must be authorized as long as the time of making the deed: This means that notaries must carry out their positions in a state of authority (*bevoegd*) and capable (*bekwaam*). For example, a notary is prohibited from making a deed while he is on leave. Notaries who are on leave may not be substitute notaries or temporary notary officials.

If one of the above requirements is not met, then the deed he makes is not authentic and only has the same force as the deed under his hand, if the deed is signed by the witnesses. Likewise, if the law for an act, agreement and stipulation is required to be an authentic deed, then in the event that one of the above requirements is not fulfilled and causes the deed status to be degraded so that the deed is meaningless, the aggrieved parties can demand costs, compensation, and interest from the notary concerned (Tobing, 2018).

An authentic deed produced by a notary must meet the requirements in Article 1868 of the Civil Code. The non-fulfillment of one of these conditions causes the deed to not be said to be an authentic deed. The description of these conditions is regulated in the Notary Position Law. The conditions are as follows:

1. An authentic deed must be made in a specific form prescribed by law;
2. The authentic deed must be made by or in the presence of an authorized public official; and
3. An authentic deed must be made within the territory of the place where the deed was made.

An authentic deed is a deed that has perfect evidentiary power, both in front of the judge and against a third party, unless it can be proven otherwise by the interested opposing party by submitting other evidence. A notary deed that is authentic has perfect evidentiary power and does not require other evidence in front of the court, because the notary deed has proven its authenticity as stipulated in Article 1868 of the Civil Code, unless it can be proven otherwise. An authentic deed has 3 (three) powers of proof, namely (Tobing, 2018):

- 1) The power of outward proof (*uitwendige bewijskracht*): This means that the ability of the deed itself has proven that it is an authentic deed that can prove its validity as commonly referred to in Latin "*acta publica probant sese ipsa*". This can be seen from the form of the deed, the official who made it, the arrangement of the words, the stamp or stamp and the signature of the official who made it. Outwardly, the deed itself guarantees its perfection and authenticity, unless it can be proven otherwise that the deed is not authentic.
- 2) Formal power of proof (*formele bewijskracht*): According to Mertokusumo (2010), an authentic deed proves the truth and certainty of what is seen, heard, and done by the authorized official in making the authentic deed. In the case that has been ascertained, it is the



date, the place where the deed was made, and the authenticity of the signature included in the deed. That is, the power of proof that proves the authentic deed formally has been proven that everything that is made and written regarding the contents, date, time, signatures, identities of the parties (*comparanten*), the place where the deed was made, and the information of the parties themselves written in the deed is based on what is witnessed, seen, and heard by themselves from what is conveyed or done in a situation that occurs by the parties who concerned to and/or before a notary.

- 3) The power of material proof (*materiele bewijskracht*): This means that materially the deed has proven its own truth because what is written and explained by the notary in the deed is based on what has been conveyed by the parties and what the notary has seen, heard and witnessed himself. So, what is written in the deed is the truth that is really true, unless there is a truth that is not conveyed to the notary, then the truth is not the responsibility of the notary.

The authority given to the notary is inseparable from the notary's responsibility to carry out his obligations. The notary is responsible for carrying out his position, so that the products issued by the notary are a responsibility that must be borne by him. One of the obligations of notaries regulated in Article 16 paragraph (1) of the Notary Position Law is to "act trustfully, honestly, thoroughly, independently, impartially, and safeguard the interests of related parties in legal acts." This is coherent with the oath of office of a notary in Article 4 paragraph (2) of the Notary Position Law which contains a promise that in carrying out office must be trusted, thorough, honest, impartial, independent, and uphold the confidentiality of the position and the notary code of ethics. The same provision is affirmed in Article 3 of the Notary Code of Ethics, where notaries are required to "have morals, morals and good personalities and behave honestly, independently, impartially, trustedly, thoroughly, full of responsibility based on laws and regulations and the content of the oath of office of a notary." These values are related to morals which are the foundation that must be upheld by notaries in carrying out their positions.

The obligation of a notary as a trustee (*vertrouwenspersoon*) to maintain attitudes and behaviors according to moral rules in the code of ethics is not only required by law, but also for the benefit of the notary itself (Salenggang, 2023). If the notary cannot maintain his behavior, it will have an impact on public trust in the notary himself so that the notary will lose public trust and is no longer considered a trustee. This can also have an impact on the damage and fall of the honor and dignity of the notary institution so that the value of the notary becomes meaningless.

A notary who has good moral ethics is a notary who is able to take responsibility for keeping the deeds he makes authentic in order to protect the interests of the community. This will be seen from the results of his work that must be carefully maintained. Notaries do not have a boss structurally, so it is the community that is the master of the notary considering the philosophy of the notary itself is as a servant of the community to provide legal protection and certainty. Therefore, if the making of a deed does not meet the requirements for the authenticity of a deed, then the notary is immoral and not qualified as a public official.

A notary who has quit or been dismissed from his position is no longer authorized to make a deed since the person concerned returns his Appointment Decree. The making of a deed should not be done by a notary emeritus, because he is in a state of not being authorized (*on bevoegd*) and not capable (*on bebewaam*). If the retired notary continues to carry out activities as a notary by making a deed, then the legal consequences of the deed become inauthentic and only function as a deed under hand if signed by the parties. The responsibility for the deed under the hand is borne by each party, no longer the responsibility of the notary. Of course, this brings material losses to the community because the legal acts outlined in the deed are invalid. Here lies the importance of morality and integrity that must be attached to every notary, it is not enough to have a broad insight and skills in legal science.

If the notary position is reviewed from the Employee Pension and Widow Pension Law or Employee Widower and the State Civil Apparatus Law, the notary does not get a pension like state

officials, state civil servants, soldiers of the Indonesian National Army, and members of the National Police of the Republic of Indonesia even though he is a public official (Mahkamah Konstitusi Republik Indonesia, 2024). However, this does not necessarily justify the act of a notary emeritus to carry out his profession freely without considering the age limit regulated in the law. The act carried out by the retired notary has violated the provisions of Article 4 *jo.* Article 16 paragraph (1) of the Notary Position Law and Article 3 of the Notary Code of Ethics.

This is also contrary to the element of an authentic deed that must be made by or in the presence of an authorized public official in Article 1868 of the Civil Code, because the notary emeritus no longer has the authority to produce authentic deed products. Restrictions on the exercise of notary authority as far as the time of making the deed are also affected because the deed is made in a state where the notary is no longer authorized (*bevoegd*) and incapable (*bekwaam*). If the person who makes the authentic deed is an incompetent or unauthorized official, in this case the notary emeritus, then the implications for the deed according to Article 1869 of the Civil Code (Adjie, 2009):

1. The deed is invalid or does not meet the formal requirements as an authentic deed, so it cannot be enforced as an authentic deed; and
2. Such a deed has the value of evidentiary strength as a deed under hand, provided that the deed must be signed by the parties.

### **Accountability of Notary Emeritus for Deed Made After His Term of Office Ends**

A deed made by or before a notary has perfect evidentiary power as an authentic deed, if it meets the requirements in Article 1868 of the Civil Code, namely the form of the deed in accordance with what is stipulated in Article 38 of the Law on Notary Positions, made before a notary and the deed is made in the territory of the notary office. In addition, the deed must also meet *the verlijden* requirements, namely the deed must be prepared, must be read, and must be signed. In contrast to a deed made by or before a notary emeritus who does not have the power of proof as an authentic deed but whose status is reduced to a deed under hand.

Not only has its function changed, but deeds made by or in the presence of a retired notary can also be classified as fake deeds or forged letters according to Article 263 of the Criminal Code. This is because the deed is made by a notary emeritus who no longer serves as a notary. Moreover, considering that at the beginning of the deed according to the provisions of Article 38 paragraph (2) of the Notary Position Law which contains a statement as if the notary concerned is still serving as a notary, even though he has retired and thus no longer has authority as a public official (Wisana & Nurwahjuni, 2019).

The notary's liability for the deed he makes is attached to his personal person for life in accordance with Article 65 of the Notary Position Law. In other words, the expiration of the notary's term of office does not make the notary's responsibility end. Even though he is no longer in office, the notary emeritus is still bound by the products produced in order to protect the interests of the public who carry out civil relations before the notary (Yulianti & Anshari, 2021).

Notaries who have retired but still make deeds can be charged with criminal or civil prosecution. By being classified as a fake letter, the notary emeritus can be subject to criminal sanctions as referred to in Article 263 and Article 264 of the Criminal Code (Auli, 2024). The elements in Article 263 of the Criminal Code include (Auli, 2024):

1. Who's stuff;
2. Making false letters or forging letters;
3. That may give rise to a right, obligation or exemption of debt, or which is intended as evidence of a thing; and
4. With the intention of using or instructing others to use the letter as if its contents were true and not false; and

The crime of forging a letter against an authentic deed is punished more severely. In Article 263 paragraph (1) of the Criminal Code, the criminal sanction for forgery of letters is a maximum prison sentence of 6 (six) years. Meanwhile, according to Article 264 paragraph (1) of the Criminal Code, the criminal sanction for forgery of authentic deeds is a maximum prison sentence of 8 (eight) years. According to Soesilo (2013), an authentic deed is a letter made according to the form and conditions set by law, by a public employee such as a notary. Meanwhile, letters are all letters, whether written by hand, printed, or written using a typewriter, and others. The forged letter must be a letter that (Soesilo, 2013):

- a. Giving rise to a right, for example a diploma, letter of contribution, entrance ticket;
- b. Giving birth to an agreement, for example a receivables agreement, a lease agreement lease, sale and purchase agreement;
- c. Issuing a debt relief, e.g. a receipt; or
- d. Used as information for an act or event, for example a book savings, birth certificates, transportation documents, cash books, bonds, and others.

Soesilo (2013) explained that the forms of letter forgery can be done in the following ways:

1. Making a fake letter by making the contents improper (not true).
2. Forging a letter by altering the letter in such a way that its contents become different from the original content. The method is not always to replace the letter with another, but it can also be by subtracting, adding or changing something from the letter.
3. Forged signatures.
4. Attaching a photo of another person from the entitled holder. For example, a photo on a school diploma.

In addition, the notary emeritus can also be subject to civil sanctions in the form of payment of compensation in accordance with Article 1365 *jo.* Article 1246 of the Civil Code if it can be proven that the fake letter has caused losses. In this case, there is an agreement that arises between the notary emeritus and the person who has a direct interest in the deed (the person facing the deed) as a result of the unlawful act (*onrechtmatigedaad*) committed by the notary emeritus. Therefore, the law provides rights protection to sufferers with a claim for rights in the form of compensation by filing a lawsuit for unlawful acts to the court. Thus, the sufferer can apply for compensation for the losses that he has actually suffered, both those that can be valued with money (material) and those that cannot be valued with money (immaterial) (Wahyuni, 2022).

The elements to be able to file this lawsuit are the existence of an act, the act is against the law, the existence of a mistake, the existence of losses incurred, and there is a causal relationship between the act and the loss (Setiawan, 1987). This compensation arises as a result of an unlawful act with the aim of returning the sufferer to its original state. There are several possible types of prosecution that can be carried out according to Article 1365 of the Civil Code, including (Djojodirdjo, 1976):

1. Compensation for losses in the form of money;
2. Compensation in the form of in-kind or restoration of the condition to its original state;
3. A statement that the act committed is unlawful;
4. Prohibition of doing an act;
5. Eliminating something that is held illegally;
6. An announcement from a result or from something that has been improved.

The agreement between the two parties contained in the deed made by or before the notary emeritus can still be valid. However, the legal consequence of the change in the status of the deed is that the legal consequences of the deed are borne by each party like a deed under the hand in general. If a dispute arises in its implementation, then one of the parties can file a lawsuit to the court according to the chosen legal domicile so that the deed is canceled. This can be done considering that the conditions for the validity of the agreement according to Article 1320 of the Civil Code, especially regarding the



subjective requirement regarding the ability to make an agreement, are not fulfilled because the deed is made by or in the presence of a retired notary (Ikhwan & Anshori, 2013).

Not only violating from a criminal and civil perspective, the act of the notary emeritus has the impact of violating the regulations of the office and is categorized as an act of violation of the law that degrades the honor and dignity of the notary position. Therefore, even though he is no longer serving as a notary, he can actually be subject to administrative sanctions by the Notary Honorary Council according to Article 6 of the Notary Code of Ethics in the form of reprimands, warnings, temporary dismissal from INI membership, honorable dismissal from INI membership, or dishonorable dismissal from INI membership. This is because according to Article 2 paragraph (2) of the Notary Code of Ethics, the notary emeritus is classified as an ordinary member of the association that is subject to the Notary Code of Ethics, so that based on Article 1 number 2 of the Notary Code of Ethics, the provisions in it still apply to him (Darusman, 2013).

Unfortunately, *das sein* is often not as beautiful as *das sollen*. Although internally these provisions apply as a code of ethics, the implementation of this administrative sanction is very rarely imposed on notary emeritus. The reluctance of senior notaries is one of the causes. No matter how simple the provisions are, it will be much better if they can be applied with high integrity and morality. However, no matter how good the existing provisions are, they will be meaningless if they are not implemented boldly and ignored. It is true that the adagium reads "*juris quidem ignorantium cuique nocere, facti verum ignorantiam non nocere*" which means that disregard for the law will harm everyone, but not with disregard for facts (Hukum Online, 2023). Therefore, the law must be enforced as harshly as possible because what is fair and good is the law.

## CONCLUSION

Notaries are public officials authorized by the state to make authentic deeds, including notary emeritus, with a valid term of office. After their term ends, notaries must be responsible for deeds made after their term, as they are categorized as fake deeds under Article 263 of the Criminal Code. They can face charges of up to eight years in prison and can be sued for unlawful acts. The notary organization can also impose administrative sanctions on notaries. To ensure notary integrity, moral ethics and high integrity are crucial. Increased supervision and courage from the Notary Commission on Discipline, Protection of the Constitution, and the Ministry of Public Works are also needed.

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