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NOTARY RESPONSIBILITIES ON THE MAKING OF DEED WITH DOUBLE NUMBER

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Abstract

The objective of this research to reveal (1) the responsibility of a notary for the drafting of a double number and (2) the legal consequences if a double number occurs in a notarial deed. The types of this research is normative legal research. The research results indicated that (1) The notary's responsibility for making a notarial deed with a double number must be accounted for administratively. The existence of a double number on the notary deed indicates that the notary has been inadvertently applied in making an authentic deed. In every legal action that implies the use of authority, it implies an obligation of accountability. Thus, a notary who makes a notarial deed with a double number requires the notary to be administratively responsible, remembering that the negligence made by a notary is an administrative error; and (2) The legal consequences in the event of a double number in a notary deed do not cause any consequences if no party feels disadvantaged by the existence of this double number. All that is left is for the notary to publish the minutes of changing the deed number and notify parties such as the parties, the Ministry of Law and Human Rights and the local Land Office if the double-numbered deed is related to land rights. However, if the double numbered deed brings harm to another party, then the party who feels disadvantaged can sue the notary.

Keywords: Notary, Deed, Double Number, Neglect.

1. INTRODUCTION

Notary is a general official appointed by the Government to assist the general public in terms of making existing or emerging agreements in society. According to (Davidson, 2012), Civil law notary Also known as a latin notary, a legal professional recognised by law to authenticate documents and advise parties. The necessity of these written covenants is made before a notary is to ensure the legal certainty and to fulfill the strong evidence of the parties to the Covenant. The need to be write proof that wants the importance of this notary (Notodisoerjo, 2003).

The notary authority stipulated in article 15 paragraph (1) of Law No. 2 of 2014 on the amendment to Law No. 30 of 2004 on the notary Department (hereinafter called UUJN-P) mentions notary authorized to make an authentic deed on All actions,

agreements, and assignments required by the legislation and/or as required by the interested to be expressed in the Authentic Act, ensure the certainty of the deed of Creation, store the deed, provide Grosse, copies and quotations of the deed, all of them throughout the creation of the Act are not also assigned or excluded to other officers or persons stipulated by law. Pursuant to article 1868 of the Code of Civil Law (hereinafter referred to as Kuhcivil) the meaning of authentic deed is a deed made in the form of a prescribed statute by or in the presence of a general authorized officer for it in the place of the deed It was made. Thus the main authority of the notary is to make an authentic deed, to be a deed has its authenticity as an authentic deed then must fulfill the terms as an authentic deed stipulated in article 1868 Kuhcivil.

The authority to make an authentic deed is the request of the parties based on

the agreement of the parties to make an agreement that is set forth in the form of notarial deed. The agreement of this Party shall be governed by article 1320 of the Civil Code governing the legal requirements of the agreement. Furthermore, article 1870 of the Civil Code governs for the parties concerned and its heirs or to those who obtain the right from them, an authentic deed gives a perfect proof of what is contained therein. This means the authentic deed has the perfect power for the party that makes it and the heirs.

In practice there can be problems with the authentic deed made by the notary because of negligence, lack of thoroughness/carelessness (basic prudence), one of the problems are the numbering of double deed. In making Deed the deed number is made so that the authentic deeds are listed by the notary sequentially so that it can be easy to find and distinguish with other deeds.

If it is proved to be infringing, it should be notarized to account for its actions, both the responsibility in terms of civil law and the appropriate administration of sanctions provisions stipulated in article 84 and 85 law The changes to the UUJN and the code of conduct, but in UUJN and UUJN-P do not regulate criminal sanctions. There were latest researches relating to the current issue such as conducted by (Intan, 2016) said that in case of violation of Article 16 Paragraph (1) Letter (a) Law on the position of Notary, legally valid. Sanctions only affect the legal subject of a Notary pursuant to Article 16 paragraph (11) that is subject to sanctions in the form of written warning, suspension, dismissal with respect; or dismissal with disrespect. Further, (Trisnasari, 2019) stipulated in her research that the legal consequences of double numbering on the different deed namely the deed still considered valid if it has fulfilled the legal requirements of an agreement specified in Article 1320 of the Civil Code.

Based on the explanation above, the objectives of this research is to know and analyze the notary responsibility on the making of deed with double number and To know and analyze the consequences of the law if there is a double number in notarial deed.

2. METHOD

This research uses the type of normative legal research. Normative legal research is research conducted by

reviewing the prevailing laws or regulations applied to a particular legal problem. Normative legal research examines the law from an internal perspective with its research object is the legal norm (Diantha, 2017). Normative research is often referred to by doctrinal research, which is the research that the object of study is the document of legislation and library materials (Marzuki, 2011). The type of approach used is of approach and conceptual approach, given the problems examined and discussed in this research is about the notary's responsibility to the making of the deed With a double number. The techniques applied in the collection of legal materials needed in this study are through the study document. After conducting a search and collecting legal materials and legislation the next step creates a folder to store the material that is already grouped according to the object. Examples of folders containing legislation, theories, concepts and so on. The analysis of the successfully collected legal materials in this study will be conducted in a descriptive, interpretive, evaluative and argumentative.

3. RESULTS AND DISCUSSION

Notary responsibilities of the Making of deed by double number

In the making of the authentic deed, notary must be responsible if the deed is made there are elements of deed against both intentional and unlawful negligence. Conversely, if the element of action against the law is caused by the parties, then throughout the notary to implement its authority in accordance with statutory regulations, then the notary is not able to be asked In response, because the notary only records what the parties convey to be poured into the deed. False information submitted by the Parties is the responsibility of the parties (Mamminanga, 2008). In other words, which can be held accountable to the notary is when the element of deed against the law sourced from the notary self (Notodisoerjo, 2003). As long as the notary is not on the sides and careful in carrying out its position, the notary will be more protected in carrying out its obligations.

After giving information about an incident requested by inserting into an authentic deed to the notary, the deed itself has not made it or the information regarding the incident has not been incorporated into the deed. Not all things/ events apply here, but rather the events

that must be proved by the authentic deed. The scope of notary known adagium that "every man who comes facing the notary has rightly said. True saying is directly proportional to saying right". If it is true to say, it is not directly proportional to say that it means a lie or false information, it is the responsibility in question (Waluyo, 2001).

Notary is a human who has not escaped the error in the making of the deed, such as making a double number for it if it happens either because of deliberate or negligence of the notary to make mistakes, then it can be held responsibility from In terms of administrative law. The administrative responsibility of a notarial deed of conduct against the law in the making of authentic deeds may be subject to administrative sanctions. Broadly, administrative sanctions can be differentiated into 3 kinds: Reparative sanctions are these sanctions aimed at the improvement of the violation of the law order. May be the termination of illegal deeds, the obligation to change attitudes/actions so that the achievement of the original state is determined, the action to fix something contrary to the rules. An example of compulsion is to do something for the government and payment of forced money that is determined as punishment. Punitive sanctions are punishing sanctions, which is an additional burden. Punishment sanctions are in retaliation, and preventive actions that lead to fear of the same or possible offenders for other offenders. For example, payment of fines to the government, hard strikes, and regressive sanctions are sanctions in reaction to something of disobedience, Something that is decided according to the law, as if returned to the actual legal state before the decision is taken. For example revocation, alteration or suspension of a decision (Berge, 1996).

Some administrative law libraries are known to be several types of administrative sanctions, among others:

a) Real execution is the sanction used by the administration, either by not fulfilling the obligations contained in a provision of administrative law or on violations of a provision of legislation to do without permission, consisting From taking, blocking, running or correcting what is contrary to the provisions in the lawful regulation, which is made, drafted, experienced, allowed, tampered with or taken by the perpetrator.

b) Direct execution (Parate Executie) is sanctioned in the money collection originating from the administrative legal relationship.

c) Withdrawal of permission is a sanction given to violations of rules or conditions relating to provisions, but also violations of statutory regulations (Adjie, 2008a)

According to H.D. Van Wijk/Willem Konijnenbelt as quoted by (Hadjon, 2004). The administrative sanctions include the following a) Coercion of the government, b) A favorable withdrawal of decision (determination) (permit, payment, subsidy), c) Imposition of administrative fines, d) Government forced money

The government's imposed forced money sanctions are intended to add definite penalties, in addition to the fines that have been expressly stated in the legislation in question (Hadjon, 2004).

Administrative sanctions based on UUJN -P mentions that there are 5 (five) types of administrative sanctions given when a notary violates the provisions of UUJN-P i.e. oral warnings, written warnings, temporary dismissal, dismissal Disrespect. The sanctions apply on a level from verbal strikes to disrespectful dismissal. Notary sanctions for violating such provisions in the article in the UUJN-P is the internal sanction of sanctions against the notary in carrying out its duties and positions do not implement a series of orderly actions Duties and positions of notary public to be conducted for the purpose of notary self. Sanctions against notary in the form of a temporary termination of his position is the next stage after the rationing of verbal reprimand and reprimand in writing (Notodisoerjo, 2003).

The position of sanctions in the form of a temporary termination of a notary office or suspension is waiting for the implementation of sanctions imposed by the Government in this regard by Kemenkumham. The temporary termination penalty of notary, is intended for notary to not perform duties and positions for a while, before the sanction of dismissal or disrespect is subject to notary. The temporary termination of this suspension ends in the form of a restoration to the notary to carry out its duties and positions again or be followed up by a dismissal or disrespect sanction (Adjie, 2008b).

The temporary termination penalty of a notary office is a real action that can be immediately executed while the sanctions

in the form of dismissal and disrespectful termination are included in the type of decision revocation sanctions Profitable. Thus the provisions of the articles of UUJN -P which can be categorized as administrative sanctions are temporary stops, dismissal and disrespect.

The procedures for the allotment of administrative sanctions are carried out directly by the authorities authorised to impose the sanctions. The allotment of administrative sanctions is as a preventive step (supervision) and a repressive step (application of sanctions). Preventive measures are conducted through the periodic examination of the Protocol and the possibility of violations in the execution of notary office. While the repressive step is done through the allotment of sanctions by the Regional supervisory assembly, the form of verbal strikes and written strikes and the right to propose to the Central Supervisory assembly temporary termination 3 months to 6 months and disrespect.

The Central supervisory Assembly further conducts temporary termination and is entitled to propose to the Minister in the form of disrespect. Then the Minister on the proposal of the Central supervisory assembly can stop the notary with respect and disrespect. Conclusion of the administrative accountability to a notary public is notarized to be subject to administrative sanctions in the form of temporary dismissal, dismissal or disrespect the notary Commit deeds against the law.

A notary error or omission in carrying out his duty and authority as a double number can cause harm to the complainer or the other party. Offences committed by the notary in the conduct of his duties and authorities, can result in the deed made by or in his presence, to be null and void (van Rechts-Wege nietig), can be cancelled (*Vernietig-Baar*) or only have The power of proof as the deed under the hands (*Onderhands acte*), may cause the notary to be liable to assume damages for the matter. The party that is wronged due to the occurrence of such violations or errors, may make claims or claims of damages, fees and interest to the notary in question by court.

Reviewed from Muhammad Nasrun's theory of responsibility that states the legal or fundamental aspect of responsibility is authority or authority. Authority obtained from a legislation followed by the accountability of the

implementation of the Authority. Notary authority to make a deed obtained from UUJN Jo UUJN-P followed by a notary responsibility for the deed he made. At each legal action it contains the meaning of the use of authority, so it implies a liability obligation. Thus the notary who made notarial deed with double number requires notary to be administratively responsible considering the negligence made by the notary is an administrative error

Legal Consequences in the case of a double number in notarial deed

The occurrence of double numbers in notarial deed occurred due to notary negligence. In the case of notary negligence in making the double number deed resulted from the law for the notary and for the double-numbered deed. The following discussion will discuss the two consequences of the law.

The creation of notarial deed with double number is notarized due to negligence. Negligence (*culpa*) lies between deliberate and coincidence, however also *culpa* is seen to be lighter than intentionally, therefore proceeding *culpa*, *culpa* it is a false proceeding (*Quasideliet*) so that it is held a criminal reduction. Proceeding *culpa* contains two kinds, namely the delic negligence that caused the consequences and that does not cause a result, but that is threatened with the criminal is an act of inattention itself, the difference between the two is very easy to understand that is negligence Caused by the occurrence of the result, then it was taken by negligence, for the unnecessarily caused by the negligence itself has been threatened with criminal (Moeljatno, 2003).

Reviewed from the principle of caution. The presence of a double number indicates that notary does not apply prudence. The basic application of caution must be implemented in the making of notarial deed by:

- a) Introduction to the Roadblock based on his identity shown to the notary.
- b) Inquire, then listen to and observe the wishes or desires of those parties.
- c) Check the evidence of the letter relating to the wishes or the will of the parties.
- d) Advise and create a framework of deed to fulfill the wishes or will of the parties
- e) Fulfill all administrative techniques of making notarial deed, such as reading, signing, providing copies and filing for

Minuta.

- f) Perform other obligations relating to the implementation of a notary duties and positions (Moeljatno, 2003).

The requirements of the elements that must be in proceeding Omissions can be expressed as follows:

- a) Do not hold preconceived presumption as required by law, as this refers to the defendant thinking that the consequences will not occur because of his actions, but the view is then not true. Confusion lies in any misrepresentation that should be removed. The defendant had no idea that the forbidden consequences may arise because of his actions. Confusion lies in having no thought at all that the consequences may arise where the attitude is dangerous.
- b) Do not hold the attention as required by law, on this subject does not conduct research of wisdom, prevention of skills/efforts that turned out in certain circumstances/in the way doing actions.

Negligence made by a notary such as the double number in notarial deed means the notary has violated article 16 paragraph (1) Letter M UUJN-P which means notary has acted intently (negligent). If the negligence made by the notary to cause the deed to be legal defect, the notary may be liable. Notarial deed that only has the power of proof as a deed under the hands or null and void can be the reason for the party to suffer losses to claim reimbursement, indemnity and interest to the notary who made the deed.

On the issues of office accountability by Kranenburg and Vegtig There are two theories that do, among them (Ridwan, 2018)

- a) Theory of fautes Personelles, which is the theory that the loss of third parties is charged to officials who because of his actions have caused losses. In this theory the burden of responsibility is aimed at human beings as personal.
- b) Theory of fautes de services, which is the theory that the loss of third parties is charged to the institution of the relevant officials. According to this theory the responsibility is imposed on the position. In its application, the losses that arise are adjusted whether the mistake is a severe mistake or a minor error, where the weight and lightness of a fault implicates the responsibility to be borne.

In relation to the problem of notary liability of notarial negligence resulting in an authentic deed which resulted in null and void based on the theory of fautes of Personelles, notary is responsible Individual or personal to the deed he made. This is in line with the opinion of Habib Adjie stating that notary is a public office that has the characteristics of: "As a position, notary has a certain authority, appointed and dismissed by the Government, does not accept Salary/retirement from which it is lifted and accountability for its work to the community." On the characteristic lifted and dismissed by the Government (in this case the government in question is the Minister of Justice and Human Rights of the Republic of Indonesia), describing that a notary is a position.

Reviewed from the theory of authority and responsibility according to Muhammad Nasrun stating the legal aspect or the basis of responsibility is the authority or authority (Nasrun, 2014). Authority obtained from a legislation followed by the accountability of the implementation of the Authority. Notary authority to make a deed obtained from UUJN Jo UUJN-P followed by a notary responsibility for the deed he made. At each legal action it contains the meaning of the use of authority, so it implies a liability obligation. Thus the notary who made notarial deed with double number requires notary to be administratively responsible considering the negligence made by the notary is an administrative error.

Notarized personal responsibility can also be seen from the responsibilities of the notary term, which has expired. If a person has not served as a notary and notarized protocol has been handed over to the receiver notary protocol, if there is a dispute against the deed of the day then the responsible not the recipient of the Protocol, but the notary The. It can be seen in the provisions of article 65 UUJN.

A notary Public official may be liable for a double-numbered authentic deed that results in the cancellation of the law based on the distribution of the accountability of Hans Kelsen, the individual accountability of a Individuals are responsible for their own committed violations and absolute accountability which means that an individual is responsible for their infringement by accident and unpredictably. Based on the theory from Hans Kelsen, the accountability that can burden a notary public is personally

accountable, which is a notary responsible for his own negligence.

If the authentic deed made in this case the negligence is null and void and therefore the the appearers felt harmed then the notary obliged to account for his actions. It should be a notary cautious and careful in making his deeds. A notary should be professional in carrying out its duties. A notary must be careful and do not neglect to respond to the wishes and needs of the community (clients) who come to him so that the wishes and needs of the community can be poured out properly and correctly in a deed. With the professional nature of notary, it will fulfill the needs of the community well.

To assess the legal consequences of a double-numbered notarial deed, the assessment of notarial deed should be done with the principle of presumption of legitimate (*presumptio iustae causa*). This principle can be used to assess notarial deed, i.e. the deed of the Notaris should be considered valid until a party stating that the deed is not valid. To declare or assess the act is unlawful to submit a lawsuit to the district court. During and as long as the lawsuit runs until there is a court ruling that has a fixed legal force, the notarial deed remains valid and binding on the parties or anyone with interest in the deed (Nasrun, 2014).

Apply the principle of presumption valid for notarial deed, then the provisions contained in article 84 UUJN, which is the deed in question only has the power of proof as deed under the hand is no longer needed, so that the notarial deed only may be cancelled or null and void. The principle of a legitimate presumption of notarial deed relating to the Revocable Act, is an act of defects, i.e. no notarized to make the deed outwardly, formally, and materially, and not in accordance with the rules of law About the creation of notary deed. This principle cannot be used to assess notarial deed null and void, because the null and void deed was deemed never made.

As such, for some reason as stated above, the position of notarial deed is:

- a) can be cancelled;
- b) null and void;
- c) Has the power of proof as a deed under the hand;
- d) Cancelled by the parties themselves;
And
- e) Cancelled by a court ruling that has had

a fixed legal force due to the application of a presumption of legitimate.

If the double-numbered notarial deed contains reason to be cancelled, then the cancellation of the deed is to be the authority of the civil justice, namely by filing a lawsuit in civil litigation. If the proceeding is requested to cancel the deed by the injured party (the victim), the notarial deed may be cancelled by the civil justice if there is evidence of the opponent. As it is known that notarial deed is an authentic deed which is a written proof tool that has a binding power and perfect evidence. This means that it is still possible to be disabled by proof of the opponent i.e. the lawsuit to prosecute the cancellation of the deed into court so that the deed is cancelled.

The cancellation caused uncertain circumstances, therefore the law gives limited time in case of demanding where the law can be cancelled when it is about protecting a person against himself. Thus, in a verdict by a civil justice as long as no cancellation is requested, the legal action/ Agreement contained in the Act shall remain valid or valid. After the ruling of the judge who has a legal force remains in the prosecution lawsuit, the deed no longer has the power of law as an authentic instrument of evidence because it contains a juridical defect/legal defect, then in the A civil justice ruling will declare that the deed is null and void. And the cancellation of the deed is retroactive since the Act of Law/Agreement was made.

The law of the Agreement contains the consequences of certain laws if subjective terms and objectives are not met. If subjective terms are not fulfilled, then the agreement can be cancelled (*Vernietigbaar*) as long as there is a request by certain persons or interested. Cancellation due to requests from interested parties, such as parents, guardians or forgiveness is called a relative or absolute cancellation. The relative cancellation is divided into 2 (two) namely the cancellation of its own power, then at the request of a particular person by filing a lawsuit or resistance, in order for the judge to declare void (*Nietig verklaard*) a treaty. For example if not fulfilled subjective terms (article 1446 Civil Code) and cancellation by the judge, by ruling on cancelling an agreement by submitting a lawsuit (Prodjodikoro, 2011).

These subjective terms are always shadowed by the threat to be cancelled by

the parties concerned by the parents, guardians or forgiving. In order for such a threat to not occur, it may be asked for affirmations of those concerned, that the agreement will remain in force and bind the parties. If the condition of an agreement is without cause, or that has been made because of a false or prohibited cause, then the agreement has no power (article 1335 Civil Code). If not stated a cause, but there is a halal reason (not prohibited), or if there is any other cause, than stated, then the agreement remains valid (article 1336 Kuhcivil), the objective is not fulfilled, then null and void Agreement (NIETIG), Without the need for any request from the parties, thus the agreement is deemed to have never existed and does not bind anyone.

An absolute void agreement may also occur, if a treaty is not fulfilled, whereas the rule of law has determined for such legal action to be made in a manner that has been determined or contrary to morality or Public order, because the agreement has not been deemed to exist, it is no longer the basis for the parties to prosecute or sue in any way and form (Subekti, 2005). For example, if an agreement must be made by deed (notary or Land Deed official (PPAT), but it is not done, then the Act or the agreement is null and void.

Cancellation of an authentic deed can also be done by the notary if the parties are aware of any errors or mistakes that have been outlined in the deed. So as to make a doubt on the agreement/ Agreement of the parties, then the deed can be canceled by the notary. If notarized in the case of falsification of deed to become intellectual actor or notary also participate in the fraud of the letter that can be categorized in the deed of crime then juridically cannot be transmitted not Based on criminal provisions only, but also by rules in Civil Code and UUJN and its amendment laws.

In connection with the cancellation of notarial deed, article 84 UUJN shall be submitted. According to article 84 UUJN that the act of infringement conducted notarized to the provisions referred to in article 16 paragraph (1) Letter I, article 16 paragraph (1) Letter K, article 41, article 44, article 48, article 49, Article 50, article 51, or article 52 that resulted A deed only has the power of proof as a deed under the hands or a deed to be null and void can be a reason for the party to suffer losses to claim reimbursement, damages,

and interest to the notary public.

The things referred to in article 84 UUJN are as follows:

- a) Notary does not make a list of deeds relating to wills in the order of the time of the deed every month;
- b) Notary does not record in Repertoria the date of submission of a will list at the end of each month;
- c) Notary in violation of provisions of article 38, article 39, and article 40 of UUJN. Article 38 governs the form and nature of notarial deed consisting of the beginning of deed (head of deed) including the existence of a double number on the deed, the deed body, and the end of the deed (deed conclusion). Article 39 governs the conditions of the Roadblock and section 40 regulates the terms of witnesses;
- d) Notary Public article 44 Uujn which governs that immediately after the deed is read, the deed is signed by any complainer, witness, and notary, except when there is a the appearers that cannot affix the signature by mentioning the reason expressly stated in the deed. The act in a foreign language is signed by a roadblock, notary, witness, and an official translator. The reading, translation or explanation, and the signing of the deed are expressly stated at the end of the deed;
- e) Notary Public Article 48 UUJN, which governs that the content of the deed is prohibited to be amended by way of replacing, supplemented, strikethrough, pasted, deleted, and/or overwritten. Changes in the contents of the deed shall be replaced, supplemented, strikethrough, and pasted can be made and valid if the change is parsed or marked by any other endorsement by the complainer, witness, and notary;
- f) Notary Public article 49 UUJN, which governs that any amendment to the deed is made on the left side of the deed. If a change cannot be made on the left side of the deed, the amendment is made at the end of the deed, prior to the deed's conclusion, by designating the modified part or by inserting an additional sheet. Changes made without pointing to the altered part, resulting in the change being null;
- g) Notary Public Article 50 UUJN, which confirms that if the deed needs to be performed a word-scribble, letter, or

figure, then the scribble is done in such a way that it remains readable according to the re-stated and number of words, letters, or The number of the strikethrough, expressed on the deed. The scribble is declared valid after being Diparaf or given another endorsement by the complainers, witnesses, and notary. If there are other changes to the Scribble, then the change is done on the deed side. At the conclusion of each deed is stated about the existence or absence of changes to the scribble;

- h) Notary Public article 51 UUJN, which governs that the notary authorized to correct the error of writing and/or typographical errors contained in the signed Deed minuta. The fortification was carried out in front of the complainants, witnesses, and notaries which were set forth in the news of the event and provided a note about it in the original deed minuta by specifying the date and number of news deed of the event correction. The news copy of the event must be submitted to the Parties; and
- i) The notary public of Article 52 UUJN, which governs that the notary is not allowed to make a deed for oneself, wife/husband, or any other person who has a family relationship with the notary, either because of marriage or blood relations in the line Posterity is straight down and/or upward without any degree of limitation, as well as in the line to the side to the third degree, as well as being a party to oneself or in a position or by the intermediary. This provision does not apply, if the persons referred to previously, except the notary self, become a roadblock in a public sale, as long as the sale may be made before a notary, public rental, or general contractor, or be Members of the meeting whose risks are made by notary.

Habib Adjie, stated that sanctions against notary is regulated at the end of UUJN, namely in article 84 and 85 UUJN, there are two kinds of:

a) Civil sanction

This sanction in the form of reimbursement, indemnity or interest can be prosecuted against the notary should be based on a legal relationship between the notary and the parties facing the notary, if any party who feels harmed as a direct result of a Notarized deed, then in question can be claimed in a civil law

against notary, thus the demands for reimbursement, indemnity and interest in notaries are not based on the judgment or the position of an evidence that changes due to Violate article 84 UUJN, but can only be based on the existing legal relationship or that occurred between the notary and the clien.

b) Administrative sanctions

These sanctions are:

- Oral Rebuke
- nscribed
- Temporary dismissal
- Dismissal
- Disrespect

In article 84 UUJN determined there are 2 (two) types of civil sanction, if the notary commits a breach against certain articles and also the same type of sanctions scattered in the other articles are:

- a) Notarial deed which has the strength of proof as deed under the hand; and
- b) notarial deed to be null and void;

As a result of such notarial deed, it can be reason for the party to suffer losses to claim reimbursement, indemnity, and interest to the notary. To determine notarial deed which has the strength of proof as deed under the hands can be seen and determined from:

- a) Contents (in) certain chapters that directly confirm if the notary is committing a breach, the deed shall include the deed that has the power of the Pembuk-Tian as a deed under the hand.
- b) If not expressly stated in the relevant article as a deed which has the strength of proof as a deed under the hand, then another article which is categorized in breach pursuant to Article 84 UUJN, including into the deed null and void.

It can therefore be concluded that notarial deed has the power of proof as deed under the hand, if stated expressly in the relevant article, and which is not expressly stated in the relevant article, including As the deed becomes null and void.

Notarial negligence in the making of authentic deed may result in the law and notarial negligence in the making of authentic deed including (a) the uncertified authentic deed to be a deed under the hand; (b) An authentic act null and void; and (c) the authentic deed may

be cancelled. If there is notarized deed in question by the parties, then to resolve it must be based on the Kebatalan and revocation of notarial deed as a tool of perfect evidence. Notarial negligence resulting in errors in the deed made by the notary will be corrected by the judge at the time of the notary deed submitted to the Court as a means of evidence.

Negligence in the making of notarial deed that resulted in the deed is made not in accordance with the legislation governing the creation of authentic deeds. A notarized deed can be referred to as an authentic deed if in its manufacture fulfill all the requirements set forth in the legislation such as UUJN, KUHcivil, and so on. Conversely, if the notarial deed found that there was a violation of the legislation at the time of its creation, the notarial deed is said to contain a juridical defect, so the quality of the act will be degraded. Similarly, the power of proving is not like an authentic deed.

A notarial deed can also be declared a juridical defect, when it comes to the untruth of the particulars in the deed made. This unrighteousness is either intentional or because of negligence made by the notary, as long as the evidence can be made otherwise, whose purpose and proving otherwise is to weaken the authenticity and the authentic deed. If it is proved to be evidenced by the judge, the decision to cancel an authentic deed based on a juridical defect is valid, as well as directly the result of the law in the deed.

Negligence made by the notary to cause harm to the parties or one of the parties related to the creation of notarial deed, then the deed can be derived (degraded) the power of the Evidence to act Under the hands. In addition, a notarized notary may also be sanctioned by the notary supervisory assembly for violations in making an authentic deed, which causes the deed to be degraded as a deed under the hands or null and void, so it May be the reason for the injured party to claim reimbursement, indemnity and interest to the notary. Sanctions may be classified as civil penalties against notary public. Civil sanction is a penalty imposed against a notary negligence.

4. CONCLUSION

Based on the results of the research and the discussion that has been outlined, it can be concluded as follows a) Notary responsibility on the making of deed with a notarized double number must be

accountable administratively. The existence of a double number on notarial deed indicates that notary has not been careful/negligent in making authentic deed. At each legal action it contains the meaning of the use of authority, so it implies a liability obligation. Thus the notary who made notarial deed with double number requires notary to be administratively responsible considering the negligence made by the notary is an administrative error. b) The result of the law if the double number in notarial deed does not cause any consequences if no party feels harmed by this double number. Notary Live publishes the news of the event number changes and is notified to parties such as the parties, Kemenkumham and local land office if the double-numbered deed is related to land rights. However, if the double-numbered deed carries a loss on the other party, the person who feels the harm can claim compensation to the notary.

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