

Legal Consequences of a Notarial Deed That Is Legally Proven To Have Been Forged By the Notary



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ABSTRACT: A notary is a public official who has the authority to make authentic deeds. As a public official, in carrying out his office, a Notary must act in a trustworthy, honest, thorough, independent, impartial manner and safeguard the interests of parties involved in legal actions, however, in practice it cannot be denied that a Notary in carrying out his office commits acts that violate statutory regulations. - invitations such as falsifying authentic deeds, so that the consequences of the Notary's actions cause losses to the Notary's clients. Therefore, notary clients who suffer losses must be given legal protection. This research aims to analyze the legal consequences of notarial deeds which are legally proven to have been forged by the notary and to analyze the legal protection of notary clients who suffer losses due to the forgery of authentic deeds by the notary. This research uses normative legal research methods with a statutory regulation approach. Based on the results of the research, it can be concluded that the legal consequences of an authentic deed which has been legally proven to be forged by a Notary, becomes null and void or invalid as decided in court and civil legal protection for Notary clients who suffer losses due to forgery of an authentic deed can file a lawsuit in court. on the basis of Unlawful Acts contained in Article 1365 of the Civil Code.

KEYWORDS: Legal Consequences, Notarial Deeds, Deed Forgery.

I. INTRODUCTION

A notary is a public official who is authorized to make authentic deeds and has other powers. This is based on Article 1 Number 1 in conjunction with Article 15 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notaries. The role of a Notary is very important to provide legal protection and legal certainty for the community and through authentic deeds which are the most perfect evidence made by Notaries it is hoped that they can prevent disputes from occurring. Based on the above, in carrying out his position as a Notary, the Notary must act in a trustworthy, honest, thorough, independent, impartial manner and safeguard the interests of parties involved in legal actions. This is as stated in Article 16 paragraph (1) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (hereinafter written UUJN) (Saputra, 2008).

Whereas in carrying out his position as a Public Official, it cannot be denied that a Notary is involved in a legal case, whether the Notary is used as a witness in a trial or becomes a suspect because there is an error in the deed he made, or because there is an error on the part of the person who provided the information or documents. documents that are not in accordance with the truth or because the Notary has made an agreement with the presenter, causing harm to the other party, in this case the party who is harmed is the Notary's client due to the Notary's actions, namely falsifying an authentic deed (Adjie, 2009).

If a Notary has been proven to have committed a violation of applicable laws or regulations, then the Notary can be subject to sanctions where the sanctions that can be imposed on the Notary are in the form of civil sanctions, administrative sanctions, code of ethics sanctions and even criminal sanctions (Putri, 2011). There are several cases which provide clear evidence that Notaries falsify authentic deeds and the consequences of their actions cause losses to the Notary's clients as decided in several court decisions, including Criminal Decision Number 40/Pid.B/2013/PN Lsm, where the notary as the Defendant committed falsification of the Deed of Amendment to the Articles of Association where there was never a real "facing" person. The judge decided that the defendant had been legally and convincingly proven guilty of committing the crime of forgery of an authentic deed.

Civil Decision Number 529/Pdt.G/2017/PN MDN, where the notary as Defendant III initially made a Deed of Power of Attorney Number 48 dated 31 October 2009 with the contents describing the work carried out by Defendant II, known and approved by the Plaintiffs as owners of the collateral for submission credit by Defendant II to Defendant I. However, then Defendant III issued 2 (two) Power of Attorney Deeds with the same party, number and date, of which 1 (one) Power of Attorney

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Deed was drawn up without any content explaining the work being carried out. carried out by Defendant II and 1 (one) other Deed of Power of Attorney was drawn up with general content and without describing the work to be carried out by Defendant II. In this decision the judge decided that Defendant III was proven to have committed an unlawful act and sentenced Defendant III together with Defendant I and Defendant II to pay compensation to the Plaintiffs jointly and severally.

In another case, there was a civil decision Number 1973 K/Pdt/2015, where the notary as the Petitioner for Cassation I made a Deed of Change in the Composition of the Management of the Limited Company CV TLA which was not known to the Respondent Cassation as Director of CV TLA. The issuance of the deed by the Petitioner of Cassation I was based on a power of attorney which was a fictitious Power of Attorney. The judge decided to reject the cassation petition from the cassation petitioners, thus referring to the High Court Decision Number 181/PDT/G/2013/PT R, which upheld the District Court decision Number 116/PDT/G/2012/PN.PBR, which in its decision The judge decided that Defendant I and Defendant II (the Cassation Petitioners) had committed an unlawful act.

Notaries in carrying out their positions are not only subject to the UUJN but also to the Notary Code of Ethics which functions as a guideline for Notary behavior. Apart from being stated in Article 16 UUJN, Article 3 number 4 of the Notary Code of Ethics states that Notaries are obliged to behave honestly, independently, impartially, trustworthy, thorough, full of responsibility based on statutory regulations and the contents of the Notary's oath of office. Because the position of Notary is a noble and dignified position, the Notary should not commit acts that violate UUJN, the Notary's Code of Ethics, or other laws and regulations because this can damage the good name of the Notary.

Based on the several cases mentioned above, as a result of the Notary's actions in falsifying authentic deeds, the Notary's clients suffered losses. Therefore, notary clients who suffer losses must be given legal protection both administratively, criminally and civilly so that notary clients can get back what is their right. Article 28D paragraph (1) of the 1945 Constitution states that everyone has the right to recognition, guarantees, protection and fair legal certainty as well as equal treatment before the law. In principle, criminal and civil legal protection is to protect a person's legal interests, but in criminal law the protection is more about the public interest and the sanction is punishment, whereas in civil law the protection is private and the sanction is in the form of compensation (Agustina, 2003).

Implicitly, civil legal protection can be given to parties who suffer losses due to unlawful acts, namely in the form of compensation. The unlawful acts stated in Article 1365 of the Civil Code only regulate the form of compensation imposed on the person who has caused the wrong to the injured party. This compensation arises because of a mistake, not because of an agreement (Salim, 2008).

Making a fake authentic deed by a Notary is an act against the law, and the Notary should, through the deed he makes, provide a guarantee of legal certainty for interested parties. However, by committing an unlawful act, namely falsifying an authentic deed, legal certainty is not guaranteed, and notary clients who are harmed by the notary's actions must be given legal protection so that the aggrieved notary client can get back what is rightfully theirs. Based on the problematic background of the problem above, the author is interested in conducting an in-depth analysis with the title "Legal Consequences of Notarial Deeds which are Legally Proven to Have Been Forged by the Notary".

II. RESEARCH METHOD

This type of research is legal research. Peter Mahmud Marzuki uses the term legal research without using the word normative (Marzuki P, 2014, p. 35). According to Peter Mahmud Marzuki, legal research is a process to find legal rules, legal principles, and legal doctrines to answer the legal issues faced. (Marzuki P, 2014, p. 35). The study aims to find out how the law is conceptualized as written in a law or norm as a benchmark for proper human behavior. The sources or legal materials used in this study are primary and secondary legal sources or materials. Primary legal materials consist of laws and regulations, as well as several court decisions. While secondary legal materials consist of supporting library materials for primary legal materials consisting of books written by experts, legal journals, theses, dissertations, print media, interviews, and documents from the internet. This study uses primary legal materials in the form of the Civil Code, UUJN, and several judges' decisions and other regulations related to the problems studied. The legal material collection technique used by the author for this study is library research. This research takes place in libraries or places that can obtain various sources of legal materials needed (Ali, 2016). The collection of legal materials is done by conducting research on written sources related to the research object to obtain theoretical basis and information in the form of formal provisions. Information from various legal materials that have been collected is then described so that it can be presented in a systematic research result and then get answers to the problems that have been formulated.

III. RESEARCH RESULT

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Indonesia is a country of law, so the state has an obligation to provide guarantees of legal certainty to its people, one of which is in terms of making authentic deeds made by a Notary. An authentic deed based on Article 1868 of the Civil Code, namely a deed in

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the form determined by law, is made by or in the presence of public officials who have authority for that purpose in the place where the deed is made.

The requirements for a Notarial deed to be an authentic deed are regulated in Article 1868 of the Civil Code which is the legal basis for the existence of a Notarial deed. These requirements include: 1. The deed must be made by or in the presence of a Public Official; 2. The deed must be made in the form determined by law; 3. The Public Official by or before whom the deed is made and who has the authority to make the deed.

Article 1869 of the Civil Code states that if the official is incompetent or has no authority or is physically disabled, then: a. The deed is invalid or does not meet the formal requirements as an authentic deed, therefore it cannot be treated as an authentic deed; b. However, such a deed has the power value as a private deed, provided that the deed is signed by the parties.

Article 1 paragraph (7) UUJN, a notarial deed is an authentic deed made by or before a Notary in the form and procedures stipulated in law. There are 4 (four) elements listed in this definition, including: 1. Evidence letter, which is a writing containing a statement of the truth of an event or legal action; 2. Contains an official statement, which is a valid statement from an official or a request from the parties; 3. Made based on and in accordance with applicable regulations; 4. Witnessed and ratified by a Notary or other authorized government official.

An authentic deed is a deed made in a form determined by law, made before an authorized public official and in the place where the deed is made, so that as explained in the UUJN explanation, an authentic deed is the strongest and most complete written evidence which has an important role in every legal relations in community life. This is because the authentic deed clearly regulates rights and obligations so that it can guarantee legal certainty for interested parties. Therefore, if a Notary makes/falsifies an authentic deed, then legal certainty is not guaranteed (Salim, 2015).

In order for the Notarial Deed to be an authentic deed as it should be, it must be made in the form that has been determined by law (Tjukup, 2016), So, in making an authentic deed, the Notary must comply with the form determined by law, namely based on Article 38 UUJN which clearly regulates the beginning of the deed, the contents of the deed, and the end of the deed (Parmitasari, 2020).

Article 38 paragraph (2), paragraph (3), and paragraph (4) which regulates the form of an authentic deed, namely: (2) The beginning of the deed or head of the deed contains: a. Deed Title; b. Deed Number; c. Hour, day, date, month and year; and d. Full name and position of the Notary. (3) The body of the deed contains: a. Full name, place and date of birth, nationality, occupation, title, position, place of residence of the presenters and/or the person they represent; b. Information regarding the acting position of the facing person; c. The contents of the deed constitute the wishes and desires of the interested parties; d. Full name, place and date of birth, as well as occupation, title, position and residence of each identifying witness. (4) The end or closing of the deed contains: a. Description of the reading of the deed as intended in Article 16 paragraph (1) letter m or Article 16 paragraph (7); b. Description of the signatory and place of signing or interpreter of the deed, if any; c. Full name, place and date of birth, occupation, title, position and residence of each witness to the deed; and d. A description of the absence of changes that occurred in the making of the Deed or a description of any changes which may be in the form of additions, deletions or replacements as well as the number of changes.

Looking at the provisions mentioned above, the form of an authentic deed has been regulated by law, so if falsification of an authentic deed is carried out in the form of the deed, based on Article 41 UUJN states that a violation of the provisions in Article 38 results in the deed only having the power of proof as a deed. under the hand. In civil terms, if an authentic deed is forged, based on Article 1872 of the Civil Code, it is stated that if an authentic deed, in any form, is suspected of being fake, then its implementation can be suspended according to the provisions of the Civil Procedure Regulations (HIR). In this case, referring to Article 138 HIR paragraph (7) and paragraph (8), if the letter (which in this case is an authentic deed) is suspected of being fake, then criminal proceedings can be carried out against the authentic deed which is suspected of being fake, as well as suspension of the civil case until the criminal case is decided. This means that if an authentic deed is forged, the aggrieved party can file a criminal case first, and the case filed civilly will be postponed until the criminal case is decided by a judge.

Criminally, forgery of documents is regulated in Article 263 of the Criminal Code. However, forgery of authentic deeds by Notaries is regulated in Article 264 paragraph (1) of the Criminal Code, which states that: (1) Forgery of documents is punishable by a maximum imprisonment of eight years, if committed against: a. Authentic deeds; b. Debt securities or debt certificates from a state or part thereof or from a public institution; c. Certificate of holding or debt or certificate of holding or debt from an association, foundation, company or airline; d. Talon, proof of dividends or interest from one of the letters described in 2 and 3, or proof issued in lieu of those letters; e. Letter of credit or trade letter intended for circulation.

Based on the several cases mentioned above, regarding the criminal case in Decision Number 40/Pid.B/2013/PN Lsm, an authentic deed which was forged by the Defendant, the judge decided that the deed remains attached to the case file. In this case the judge did not state whether the deed was null and void or invalid, but according to the author, with the proven actions of the Defendant in falsifying an authentic deed, the deed cannot be used to carry out legal acts, as well as all other deeds and legal acts made/ carried out based on the deed becomes invalid.

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Regarding the civil case, in Court Decision Number 529/Pdt.G/2017/PN MDN, regarding 2 (two) Power of Attorney Deeds Number 48 dated 31 October 2009 which were made by Defendant III without the knowledge of the Plaintiffs, the judge decided that the deeds were null and void. by law or not legally binding with the consideration that the deeds were proven to have been made without the knowledge of the Plaintiffs. In Decision Number 1973 K/Pdt/2015, which refers to District Court Decision Number 116/PDT/G/2012/PN.PBR, regarding Notarial Deed Number 21 dated 21 December 2009 made by Defendant I, the judge decided that the deed was null and void. for the sake of law with the consideration that the making of the deed is proven to be based on an unlawful act.

The actions of a Notary who has been proven to have falsified an authentic deed of course give rise to legal consequences for the authentic deed he forged, however neither the Civil Code nor the Criminal Code clearly regulates the legal consequences for the making of a forged deed by a Notary so that the legal consequences for an authentic deed forged by a Notary are the judge's authority in court to determine whether the deed is void or invalid.

Legal Protection for Notary Clients Who Are Harmed by Forgery of Authentic Deeds by Notaries

Based on UUJN provisions, Notaries as public officials receive authority by attribution, because this was created and obtained based on UUJN, not from other institutions such as the Department of Law and Human Rights (Darus, 2017). A notary is a public official who has the authority to make authentic deeds and has other authorities, as stated in Article 1 Number 1 UUJN.

Article 1868 of the Civil Code which regulates authentic deeds, an authentic deed must fulfill the following requirements (Notodisoerjo, 1993): a. Made in the form prescribed by law; b. Made by and/or in front of a public official authorized to make the deed; c. Made in the region according to the authority of the Notary department to make the deed. In the formulation of Article 1868 of the Civil Code it is determined that authentic deeds are distinguished between official deeds and deeds of the parties. Thus, there are 2 (two) types of notarial deed forms, namely deed made by the Notary or called deed of authorization or official deed and Deed made in front of the Notary or called deed of party or parties (Pramono, 2015).

A deed made by a Notary is an authentic deed made by a public employee (public official) appointed by law. The deed in this form contains the Notary's testimony regarding what the Notary saw, witnessed and experienced himself in his position as a public official. The official's deed includes the Minutes of the Shareholders' Meeting and the deed of registration. A deed made before a Notary is an authentic deed made before a public employee (public official) which contains information that the parties have entered into an act, agreement and determination desired by the interested parties and asks the public employee (public official) to state this in a deed .

As a public official who has the authority to make authentic deeds, a Notary in carrying out his office must act in a trustworthy, honest, thorough, independent, impartial manner and safeguard the interests of parties involved in legal actions as stated in Article 16 paragraph (1) UUJN. Notarial obligations are mandatory or obligatory for a Notary to carry out and if they are violated, sanctions will be imposed on the Notary (Anand, 2018).

If a Notary violates these provisions in carrying out his office, the Notary concerned will be subject to sanctions as regulated in Article 16 paragraph (11) UUJN, namely in the form of a written warning, temporary dismissal, honorable dismissal or dishonorable dismissal. Apart from that, Article 16 paragraph (12) states that apart from these sanctions, if the Notary concerned violates these provisions, then this can be used as a reason for the injured party to demand reimbursement of costs, compensation and interest from the Notary.

In carrying out his office, a notary can commit acts that violate statutory regulations, namely by falsifying an authentic deed. Deed falsification can be carried out both formally and materially. Formally, if the party issuing the deed is not an authorized party. Material falsification can occur if the contents stated in the deed do not match the information provided by the party with an interest in the deed. Forms of falsity in deeds, among others (Siahaan, 2019): a. Intellectual Falsehood: This accusation of intellectual falsity calls into question the truth of the contents contained in the deed. In order to prove falsity, all types of evidence permitted by law can be used (Harahap, 2005). This accusation of falsity is directed at the contents of the information contained therein, namely: 1) Contrary to the truth, or; 2) Not in accordance with the actual situation. b. Material falsity, basically almost the same as intellectual falsity. Only in material falsity, it is not only aimed at falsity of content, but also includes the truth of the signature. Someone can deny the authenticity of the signature stated in the deed. So material forgery can include: 1) Forgery of signature; 2) Falsehood in form and content for the reasons: a) There is deletion of content; b) Contains exchanges and additions; c) Statements that are untrue or inappropriate.

Forgery of authentic deeds in several cases described previously constitutes material forgery. In Decision Number 40/Pid.B/2013/PN NGO, the actions of the Defendant (Notary) who was proven to have falsified an authentic deed by including his name as a presenter even though the person concerned had never appeared before the Defendant, of course caused losses to the NGO membership as Notary clients. The defendant was declared guilty by the judge with consideration because the actions carried out by the defendant fulfilled the elements in Article 264 paragraph (1) of the Criminal Code.

Regarding Decision Number 529/Pdt.G/2017/PN MDN, Defendant III (Notary) was proven to have committed an unlawful act by making 3 (three) Power of Attorney Deeds Number 48 dated 31 October 2009, of which 2 (two) were made by Defendant III

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with the same number and date and made without the knowledge of the Plaintiffs, of course this also caused losses for the Plaintiffs as clients of the Notary. Defendant III was declared guilty by the judge with the consideration that Defendant III's actions had fulfilled the elements in Article 1365 of the Civil Code and Defendant III's actions had also been sanctioned in the form of a written warning by the Decision of the Regional Supervisory Council of Notaries of North Sumatra Province Number 02/PTS /MPWN/North Sumatra Province/I/2015. Apart from that, the judge also sentenced Defendant III together with Defendant I and Defendant II to provide compensation to the Plaintiffs jointly and severally.

Regarding the decision Number 1973 K/Pdt/2015, the cassation petition by the Cassation Petitioners (Notary and Director of CV TLA) was rejected by the judge, so it referred to the High Court Decision Number 181/PDT/G/2013/PT R, which confirmed the District Court's decision Number 116/PDT/G/2012/PN.PBR. In this decision, the actions of Defendant I (Notary) were proven to have committed an unlawful act by issuing Deed Number 21 dated 21 December 2009 based on a fictitious Power of Attorney, and because Defendant I's actions caused losses to the Plaintiff as the Notary's client. Defendant III was declared guilty by the judge with the consideration that Defendant III's actions fulfilled the elements in Article 1365 of the Civil Code.

Making a fake authentic deed by a Notary gives rise to legal consequences, one of which is detrimental to the Notary's clients. Therefore, notary clients who suffer losses must be given legal protection. As a rule of law as stated in Article 1 paragraph (3) of the 1945 Constitution, legal protection is given as a mandate from the constitution because legal protection is a real form of the existence of law.

Legal protection is very important because it can realize the upholding of the supremacy of law, upholding justice and peace in life in society. The supremacy of law means that the law has absolute power in regulating human interactions in various aspects of life, so that all actions of citizens and governments are always based on applicable law. Upholding the supremacy of law will not be realized if the applicable rules are not well enforced by society. Upholding justice as the main goal of law, where every citizen can enjoy their rights and carry out their obligations, is a form of justice. Peace in life in society is everyone's hope. Peace will be realized if everyone feels protected in all areas of life. This can be realized if the applicable regulations are implemented (Sodeli, 2018).

Legal protection is not just about implementing what is written in the law. Problems that affect the enforcement of law in Indonesia include problems from direct and indirect factors. According to Soerjono Soekanto, factors that can influence legal protection include (Soekanto, 1983): 1. The legal factor itself. The law in question is that laws made must not conflict with state ideology. Apart from that, the drafting of laws must be made in accordance with the provisions governing the authority to make laws as regulated in the state constitution. Furthermore, laws must be made in accordance with the needs and conditions of the community where the law is enforced; 2. Law enforcement factors. Law enforcers in question are parties who are directly involved in the field of law enforcement. Law enforcers must carry out their duties properly in accordance with their respective roles as regulated in statutory regulations. Carrying out these duties is carried out by prioritizing justice and professionalism, so that he becomes a role model for society and is trusted by all parties, including all members of society; 3. Facilities or supporting factors to create legal protection. The facilities and facilities in question include educated and skilled human power, good organization, adequate equipment, sufficient finances, and so on. Availability of adequate means and facilities is a necessity for the success of law enforcement; 4. Community factors. The community in question is the environmental community where the law applies or is applied. Citizens must know and understand the applicable laws, and obey the applicable laws with full awareness of the importance and necessity of the law for community life; 5. Cultural factors. Culture in question is the result of work, creativity and feelings which are based on human initiative in social life. In this case, culture includes the values that underlie applicable laws, which values are abstract conceptions of what is considered good so it is embraced, and what is considered bad so it is avoided.

Legal protection According to Satjipto Rahardjo, legal protection is providing protection for human rights that are harmed by other people and this protection is given to the community so that they can enjoy all the rights granted by law (Rahardjo, 2003). According to Simanjutak, a protection can be said to be legal protection if it contains the following elements: a. There is protection from the government for its citizens; The government is obliged to provide legal protection to its citizens; b. Guarantee of legal certainty; The guarantee in question is related to legal cases currently being undertaken by each citizen of the country. This is important so that everyone is not trapped in an uncertain legal status; c. Relating to citizens' rights; Every citizen has the right to obtain their rights during the legal process, starting from the investigation process, trial, until the final judge's decision. This includes the right to a lawyer, the right to be treated equally before the law, the right to an honest and fair trial, the right to appeal, and so on; d. There are punitive sanctions for those who violate. By providing sanctions to law violators, this is an effort to provide legal protection, because the threat of sanctions can prevent someone from committing a violation of the law, both criminally and civilly.

Legal protection can be provided to legal subjects both preventively and repressively. Preventive legal protection is provided with the aim of preventing violations before they occur. Repressive legal protection, in the form of sanctions such as fines or compensation given if a dispute has occurred or a violation has been committed. In providing legal protection, there are 2 (two) types of legal protection means, including preventive legal protection means and repressive legal protection means. A means of

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preventive legal protection where legal subjects are given the opportunity to submit objections or opinions before a government decision takes definitive form. The aim of preventive legal protection means is to prevent disputes from occurring. Repressive legal protection means where legal protection is handled through general courts and administrative courts in Indonesia. The aim of repressive legal protection means is to resolve disputes (Dewi, 2015).

The making of a falsified authentic deed by a Notary which causes losses to the Notary's client is an act that has already occurred so that the action that can be taken is not a preventive measure but rather a resolution action. Therefore, legal protection and the means of legal protection that can be provided are repressive because the aim is to resolve disputes. Criminal and civil legal protection can be provided to Notary clients who suffer losses by filing a lawsuit in court. In principle, criminal and civil protection is to protect a person's legal interests, but in criminal law the protection is more about the public interest and the sanction is punishment, whereas in civil law the protection is private and the sanction is in the form of compensation.

Forgery of authentic deeds is regulated in Article 264 paragraph (1) of the Criminal Code, however, civil legal protection can still be provided to Notary clients who suffer losses due to falsification of authentic deeds by the Notary. Civil dispute resolution to provide legal protection to Notary clients who suffer losses, can be done by using Article 1365 of the Civil Code, namely unlawful acts as the basis for filing a lawsuit in court. Referring to the literature, legal science recognizes 3 (three) categories of unlawful acts, among others (Fuady, 2005): 1. Unlawful acts on purpose; 2. Unlawful acts without fault (without elements of intention or negligence); 3. Unlawful acts due to negligence.

For an unlawful act to be considered negligence, it must fulfill the following basic elements: a. There is an act or neglect of something that should be done; b. There is a duty of care; c. The duty of care is not carried out; d. There is loss to other people; e. There is a causal relationship between actions or non-actions and the losses that arise.

Article 1365 of the Civil Code states that every unlawful act that causes harm to another person requires that the person who wrongly caused the loss must compensate for the loss. Based on this article, an unlawful act must contain the following elements: 1. The existence of an unlawful act; Since 1919, the element of unlawfulness has been interpreted in the broadest sense, namely covering the following basic things (Sari, 2020): a. Actions that violate applicable laws; b. Which violates other people's rights guaranteed by law; c. Actions that conflict with the perpetrator's legal obligations d. Actions that are contrary to morality; e. Actions that are contrary to good attitudes in society to pay attention to the interests of other people. 2. There is an error; Article 1365 of the Civil Code requires that there be an element of fault in an unlawful act. An action is considered by law to contain an element of error so that it can be held legally responsible if it meets the following elements: a. There is an element of intention; b. There is an element of negligence; c. There are no justification or excuse reasons, such as forced circumstances, self-defense, insanity, etc. 3. There is a loss; In addition to material losses, jurisprudence also recognizes the concept of immaterial losses which will also be valued in money. 4. There is a causal relationship between the act and the loss. In assessing the causal relationship, there are 2 (two) theories, namely the factual relationship theory and the approximate cause theory. A factual cause and effect relationship is only a matter of fact or what has happened. The causal relationship is roughly a direct cause originating from civil law, especially in insurance law (Adiastuti, 2017).

Regarding the civil cases described previously, it can be seen that in giving their decisions the judge used Article 1365 of the Civil Code. This is because the actions carried out by the Notary in these cases fulfill the elements in Article 1365 of the Civil Code, where the Notary's actions which are against the law then cause losses to the Notary's clients, so it can be seen that there is a causal relationship (cause- consequences) between actions carried out by the Notary which are against the law and then cause losses to the Notary's clients. Apart from that, making a falsified authentic deed by a Notary is an unlawful act due to negligence, where the making of a falsified authentic deed by a Notary should not be carried out by a Notary as a public official who is authorized to make authentic deeds.

Regarding the criminal case described previously, if the Notary's act of falsifying an authentic deed has been proven, the Notary's client who has suffered a loss can sue the case to court in a civil manner so that the Notary's client who was harmed can ask for compensation for losses due to the Notary's act of falsifying the authentic deed. Apart from that, in the author's opinion, by having criminally proven falsification of authentic deeds by Notaries, it will be easier for Notary clients who suffer losses to obtain compensation if the case is sued in a civil manner. This is because, even though the Notary has been convicted, this does not eliminate the civil penalty, and vice versa, if the Notary is punished civilly, this does not eliminate the criminal offense.

IV. CONCLUSION

Regarding the making of a fake authentic deed by a Notary, based on the UUJN, if the authentic deed is not made in accordance with the form determined by law, then the deed has the power of proof as a private deed. However, the Civil Code and the Criminal Code do not explicitly regulate the legal consequences of making authentic deeds that are forged by a Notary. This can be seen in several cases that have been described previously, that the creation of an authentic deed that is falsified by a Notary cannot be determined directly whether the deed is null and void or invalid but is determined by the judge through a court decision. In other words, it is the authority of the court to make an authentic deed that is forged by a Notary null and void or become invalid.

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Legal protection and means of legal protection that can be provided to Notary clients who suffer losses due to the notary's making authentic deeds that are falsified by the Notary are repressive by filing lawsuits either civilly or criminally. In civil terms, Notary clients who suffer losses can use Article 1365 of the Civil Code as a basis for filing a lawsuit in court. If the Notary is proven to have committed an unlawful act, the Notary's client will receive compensation as determined in the court decision.

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