



Notary Legal Responsibility for Forgery of Notary Deeds by Workers

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Abstract

In this thesis, the author analyzes legal protection for notaries related to forgery of notarial deeds by their workers, which is motivated by the existence of cases of forgery of notaries by notary workers where notaries bear material and immaterial losses. In addition, a notary can be held liable from a criminal, civil and administrative perspective due to the falsification of a notary deed by his/her employees. There is a law that is very related to preventive legal protection for Notaries in the event that their workers falsify Notary deeds the writing of this thesis uses the Normative Juridical method, with statutory and conceptual approaches. The types of legal materials are primary, secondary, and tertiary with technical literature study legal materials search. Techniques of analysis of legal material systematic interpretation.

Keywords: *Legal Responsibility; Deed Forgery; Indonesia*

Introduction

Notary is a public official who has the authority to make authentic deeds and other authorities as referred to in the Law on Notary Position and other laws. An authentic deed as a legal product made by a Notary has perfect evidentiary power, meaning that the deed can prove its truth so that it does not need to be proven or supplemented with other evidence (Ghansham Anand, 2018). Furthermore, the authentic deed made by a Notary will be kept by the Notary concerned and its status is a state document.

Notary responsibility can be in the form of legal responsibility or moral responsibility (Achmad Arif Kurniawan, 2016). As stipulated in article 19 UJNP, in carrying out their duties a Notary must have an office domiciled in his working area. In order to assist with office administration matters, a Notary needs help from workers to accommodate the administration system in his office. A Notary official has at least 2 workers where each worker has their respective duties in assisting the office administration

system. In addition, notary workers also have the task of being a witness in a deed drawn up by a notary, where a notary deed must contain at least 2 witnesses.

The involvement of Notary workers includes the following:

- 1) Fill out the list of deeds (repertorium)
- 2) Fill in the book of waarmedking, legalization, and legalization lists, and other lists of letters determined by law
- 3) Prepare a bundle of minutes of deed
- 4) Notary protocol reporting every month
- 5) Prepare the documents needed for the process of making the deed
- 6) Assist the Notary in making the deed
- 7) Helping the management of the administrative system with other agencies
- 8) Serves as an instrument witness in the deed

The involvement of workers can help ease the work of a notary. However, in reality, to simplify the process or to seek profit, this involvement is still being abused by Characteristics of Notary Office in Indonesia some irresponsible workers by carrying out notary duties that are not under their authority, one of which is deed forgery. In terms of the notary's criminal responsibility in the case of forgery of the notary's deed by the worker, if the crime is committed without the notary's knowledge, the notary cannot be prosecuted criminally because the notary's position is not as a perpetrator or dader but the perpetrator is a notary worker. As in the case example above, the notary worker carried out his actions without the knowledge of the notary concerned, the notary only found out about the crime after confirmation from the bank so that in this case the notary could not be included as the perpetrator of authentic deed forgery. This is in line with the concept of criminal responsibility which is based on the presence of an element of guilt. However, keep in mind that in the element of error there is also an element of negligence (Culpa).

Negligence in carrying out one's position is usually associated with not carrying out obligations and authorities as they should. Notaries can also be prosecuted for criminal liability if it can be proven that there was an element of notary negligence which resulted in the employee's mistakes. For example, if the forgery of a notary deed is based on the notary's negligence because the notary allows his employee to falsify his client's signature to facilitate the administrative process of administering the deed. In this case, the notary can be included as the perpetrator because there is an element of negligence by the notary in carrying out his position.

Notaries can also be subject to civil liability in the case of forgery of Notary deeds by their workers. This is as regulated in the provisions of article 1367 of the Civil Code as follows:

“A person is not only responsible for losses caused by his own actions, but also for losses caused by the actions of people who are his responsibility or for goods under his control.”

“Parents and guardians are responsible for damages caused by minor children who live with them and over whom they exercise parental or guardian authority.”

The provisions in the article above regulate the existence of risk liability or commonly also called vicarious liability which basically regulates that every person is not only responsible for unlawful acts committed by himself but is also responsible for the actions of others. which are under his control or dependents, one of which is in the case of a working relationship between the employer or the employer and the worker.

Based on these provisions, a notary can be sued for civil liability if the employee commits the crime of falsifying a notarial deed, this is because the worker is under the control of a notary because it is

based on a work relationship, and the worker commits a crime within the scope of his work. From the provisions above, it can be explained that the criminal act of falsifying notarial deeds committed by workers has a large impact on the notary concerned, namely the notary can bear material and immaterial losses and can also drag the notary to be included as the perpetrator of the crime.

Legal issues as mentioned above become the author's consideration regarding the importance of this research, so the author chose the research title "LEGAL PROTECTION FOR NOTARY RELATED TO FORGERY NOTARY DEEDS BY ITS WORKERS". According to the author, this research is important to study considering that a Notary is a position that is based on an element of trust from the public, the existence of cases of falsification by notary workers can injure notaries as individuals and as positions which can have an impact on decreasing public trust in the position of a notary.

The existence of a repressive effort is a countermeasure, meaning that the effort is more emphasized if the notary bears the loss. However, these efforts have not been able to restore public trust. Therefore, preventive efforts are needed so that these cases do not recur so that it is expected to minimize the recurrence of these cases so as to restore public confidence in the position of a notary public. Based on problem the on so could lifted as the focus of the problem, namely, 1) What are the legal consequences of the notarial deed falsified by the worker against the agreement? 2) What is the legal protection for a notary regarding the forgery of deed by the employee?

Research Methods

This study uses a conceptual approach and statutory approach as part of its normative legal analysis. This study is normative and takes a literature-based approach, looking at journals, books, laws and other relevant materials. Legal practice, which has two main components the creation of laws and the application of laws is closely tied to normative law. According to this view, what is meant by "law" is written regulations made and issued by individuals or public institutions (Poglabba. C, 2017)

Three legal materials, comprising elementary, secondary, and tertiary legal materials, are used in this study. Books, dictionaries, and journals are all examples of secondary legal materials, while the Big Indonesian Dictionary, dictionary law, encyclopedias, and other works are examples of tertiary legal materials. Using a paradigm of a literature study, legal documents are gathered.

The legal material analysis technique in this study uses a systematic interpretation technique. Systematic interpretation is also referred to as logical interpretation, namely detention which is the detention of statutory regulations that are linked to other legal regulations or laws or to the entire legal system (Sudikno Mertokusumo dan A. Pitlo, 1993). this analysis focuses on all the secondary data obtained, after obtain the necessary data, this paper analyzes the data logically, systematically and juridically. logical means that the data collected is analyzed in accordance with the principles of deductive logic, namely drawings conclusions from a general problem to the concrete problems faced. (Lisdiyono, 2017). Systematic analysis entails comparing and contrasting related, interdependent data sets. The data is also evaluated legally, starting with current rules and relating them to the positive law currently in effect (Kruyen, 2017).

Results and Discussion

A. Case Study

The involvement of workers can help ease the work of a notary. However, in reality, to simplify the process or to seek profit, this involvement is still being abused by some irresponsible workers by

carrying out Notary duties that are not under their authority, one of which is deed falsification, For example, in the case contained in the Supreme Court Decision Number 996/Pid.B/2020/PN.Plg.

The case started with a Notary employee with the initials RV who was contacted by MY colleague who asked to make a Deed of Agreement and Distribution of Assets between Mr. AZ and Mrs. FN. Without the knowledge and confirmation of Notary SH, the defendant immediately made the deed without following the procedure for making the deed in the office concerned where the procedure should have been after the deed was read in front of the appearers, the new deed was given a number according to the next Deed Registration Number and given the time and date, then the appearers sign the deed, after the parties have paid the Notary Honorarium and checked again by the notary, then a copy is made and re-signed by the Notary and then stamped / wet stamped by the Notary then the copy is given to the appearers and a receipt is given.

However, the Defendant deliberately immediately gave the deed number at number 87, put the date on the deed, then affixed a stamp and gave a Notary SH stamp without being known by the Notary concerned and without being recorded or registered in the Deed Product Registration book and not attended by the appearers. Furthermore, in April 2018 the Defendant sent the deed to the hospital working as an employee of Bank Mandiri A.Rivai Palembang City to be used as one of the requirements for top up Mr. AZ's loan at Bank Mandiri. Because Bank Mandiri felt that there were too many odd words in the deed, finally the independent party confirmed with the notary concerned, and the notary admitted that he had never issued the deed.

In addition, a check was carried out on the minute of the notarial deed where the deed number 87 was not the deed in question but was a Deed of Fiduciary Guarantee on behalf of Mega Andrian. As a result of his actions, Notary SH suffered immaterial losses because he felt his honor had been tarnished because he lost the trust of the public, especially the trust of Bank Mandiri A. Rivai Palembang City. The defendant was sentenced to have violated Article 264 Paragraph (1) of the Criminal Code in conjunction with Article 55 Paragraph (1) Ke -1 Criminal Code, namely participating in forging authentic deeds and being sentenced to 10 (ten) months in prison.

The object of dispute in the case above is the Deed of Agreement and Distribution of Joint Assets between Mr. AZ and Mrs. FN drawn up in the form of a Notary deed. Basically, the Agreement and Distribution of Joint Assets does not have to be made in the form of a notarial deed but can be made in the form of private letters legalized by a notary. This is because there are no laws and regulations, both the Marriage Law and the Notary Office Law, which stipulate that the legal act must be stated in a notarial deed.

The notary deed is one form of authentic deed because it is made before a public official, in this case a notary and has perfect evidentiary power. The crime of forging authentic deeds is regulated in article 264 paragraph (1) of the Criminal Code. Where based on this article the elements of forgery of authentic deeds consist of:

- Elements of Whoever

Means anyone who acts as a legal subject who commits a crime and fulfills the requirements of a legal subject, namely physically and mentally healthy, capable, and capable of being responsible

- The Element of Making

Falsifying a letter that can result in a right, agreement, or debt relief, or one that is designed to serve as evidence of something, in order to use it or instruct others to use it as though its contents were real and not forged, is considered an offense against an authentic deed.

B. The Legal Consequences of the Notary Deed Forged by the Worker Against the Agreement

When creating a notarial deed, the notary must also do other tasks to ensure the document's legitimacy. These tasks include creating a list of deeds, binding a list of deeds, and reporting a list of deeds, as well as storing the deed's minutes and any relevant letters and documents. According to paragraph (2) of article 15 of the UJNP, a notary has additional powers in addition to performing deeds. So most notaries decide to hire one or more employees to assist with office administrative tasks.

However, in practice there are still notary workers who abuse their work, one of which is by forging a notary deed at the place where the worker works. For example, in the Supreme Court Decision Number 996/Pid.B/2020/PN.Plg. Where in the decision stated that a worker who worked at the SH Notary Office domiciled in Palembang City had violated Article 264 Paragraph (1) of the Criminal Code in conjunction with Article 55 Paragraph (1) 1st of the Criminal Code, namely participating in falsifying authentic deeds and being sentenced to criminal penalties for 10 (ten) months. This case occurred because a Notary worker with the initials RV had made a Notary deed, namely the Deed of Agreement and Distribution of Assets without the confirmation and knowledge of Notary SH.

In the case above, the Notary worker forged an authentic deed by making an authentic deed without the knowledge of the Notary concerned. The forgery is related to the contents of the deed that are not in accordance with the truth because the formal aspects of the notarial deed are not fulfilled. There are two possibilities of forgery in making an authentic deed, including the following (M.Yahya Harahap, n.d.).

1) Intellectual Falsehood

Namely falsity related to the truth of the contents of the information contained in the deed. To prove this falsehood can be used all kinds of evidence justified by law. The charge of falsehood was directed against the contents of the statement including: Contrary to the truth, Not in accordance with the actual situation

2) Material Falsehood

That is falsehood related to the truth of the contents and the truth of the signature, so that this falsehood includes: Signature forgery, Falsehood in form and content for the reason that there is a deletion of content or contains exchanges and additions

Even when it is signed by the parties, a notarial deed that has been falsified by a notary employee and reduced to a private deed must nonetheless relate to the agreement's legal terms even though it may not be legally binding. The following conditions must be met for the agreement to be valid:

1) Subjective Term

specifically, the prerequisites that the parties to the agreement must meet. This prerequisite covers the parties' consensualism or agreement as well as their capacity to take action. The agreement may be terminated if these requirements are not met. agreement of the parties What is meant by agreement is conformity in the statement of will between one or more people and other parties, action skills Ability to act is the skill or ability to carry out legal actions, namely people who are adults according to law and people who are not under guardianship.

2) Objective Conditions

These terms relate to the agreement. This condition includes a certain thing and a lawful cause. If these two conditions are not met, then the agreement is null and void.

a certain thing, what is meant by a certain thing is that the object in the agreement must be determined so that it is clear and not obscure

a lawful reason, this means that the agreement was made with legal reasons, namely not violating the law and provisions regarding the contents of the agreement.

In the case above, the parties wish to make a Deed of Agreement and the distribution of joint assets, so that in this case the object of the agreement is the joint property acquired by the parties during the marriage period. Common property is an object that can be traded and its type can also be determined. In addition, the achievement in the agreement is in the form of an agreement on the distribution of joint assets obtained by the appearers during the marriage period. So that the agreement fulfills one of the objective conditions, namely a certain thing. The deed of agreement and distribution of joint assets does not have to be drawn up in the form of a notarial deed but can be made in the form of a private letter legalized by a notary.

This is because there are no laws and regulations, both the Marriage Law and the Notary Office Law, which stipulate that the legal act must be stated in a notarial deed. However, in the above case the parties wish to make it in the form of a notary deed, so that in the process of making it must follow the procedure as stipulated in the notary's office concerned. This agreement also does not conflict with the fourth element, namely lawful causes. This is based on the substance of the agreement in the form of sharing joint assets acquired during marriage where this does not conflict with law, decency or public order.

Based on the author's analysis above, it can be concluded that there are differences in legal consequences related to the falsification of notarial deeds by workers against agreements both in terms of formal agreements and non-formal agreements. In the event that the object of forgery is a formal agreement, the existence of the forgery case results in the agreement being invalid even though the agreement contains an agreement in the form of the signatures of the parties. This is because the important elements in the formal agreement are not fulfilled, namely the existence of certain formalities or forms determined by law. So that in this case, the agreement must be made by an authorized official, namely a notary and in accordance with the formalities and forms as stipulated in UUJN and UUJNP.

Whereas if the object of forgery is a non-formal agreement, then the yardstick used to determine the position of the agreement is whether or not there is an agreement from the parties, namely in the form of a signature. If the agreement is made in the form of a notarial deed and is not signed by the parties, the agreement can be canceled by one of the parties because the element of consensualism or agreement is not fulfilled. Meanwhile, if the agreement is made in the form of a notarial deed and has been signed by the parties, then as stipulated in Article 1868 of the Civil Code the position of the deed is degraded to a private letter. This means that the agreement remains legally binding on the parties.

In the example above, the object of forgery is a non-formal agreement in which the agreement contains the agreement or signatures of the parties. In addition, the agreement also fulfills the requirements for the validity of the agreement, therefore even if the fake deed is made by an unauthorized party, in this case a notary worker, the fake deed is still valid and binding on the parties as a private letter.

C. Notary Legal Protection Related to Falsification of Deeds by Notary Workers

The definition of legal terminology in Indonesian according to KBBI is regulations or customs that are officially considered binding, which are confirmed by the authorities or the government, laws, regulations, and so on to regulate community life, standards or rules regarding certain natural events, decisions or considerations determined by the judge in court, or the verdict.

Meanwhile, the word protection in English is called protection. The term protection according to KBBI can be equated with the term protection, which means the process or act of protecting, whereas according to the Black's Law Dictionary, protection is the act of protecting (Bryan A. Garner, 2009).

The definition of protection is a place of refuge, things (actions and so on) protect. In KBBI what is meant by protection is the method, process, and act of protecting. Meanwhile, law is a regulation made by the government or which applies to everyone in society (the state). In general, protection means protecting something from things that are dangerous, something that can be in the form of interests or objects or goods. In addition, protection also contains the meaning of protection given by someone to someone who is weaker.

The definition of legal protection is a protection given to legal subjects in the form of legal instruments both preventive and repressive in nature, both written and unwritten. In other words, legal protection as an illustration of the function of law, namely the concept where the law can provide justice, order, certainty, benefit and peace.

Accountability comes from the word responsibility. Responsibility is a state of being obliged to bear everything (if something happens one may be sued, blamed, sued, and so on). Etymologically, legal responsibility or liability is often interchanged with responsibility. The Black Law Dictionary states that the term liability has a broad meaning. The definition of legal liability is "a liability which courts recognize and enforce as between parties."

Liability is a broad legal term that designates almost any character of risk or responsibility, which is certain which depends on or which may include all the character of actual and potential rights and obligations such as losses, threats, crimes, costs or conditions that create the duty to carry out the law. invite immediately or in the future. Meanwhile, responsibility means things that can be accounted for for obligations, and includes decisions, skills, abilities and skills including the obligation to be responsible for the laws implemented. In understanding and practical use, the term liability refers to legal responsibility, while responsibility refers to political responsibility (HR. Ridwan, 2006).

Most of the Notaries in carrying out their work are assisted by several workers. Basically, the authority of notary workers is only assistance, but in reality there are still cases of notary workers who do work outside the limits of their authority, one of which is by forging notary deeds. In addition to bearing immaterial losses, based on the author's analysis above, notaries can also be held accountable for criminal, civil and administrative liability.

In terms of criminal liability, if it can be proven that a notary is a perpetrator based on elements of negligence, participating actors, and assisting actors. Where in the case example, a notary can be prosecuted for criminal liability based on negligence.

In terms of civil liability, it is based on article 1366, namely the existence of unlawful acts based on elements of negligence or carelessness and article 1367 of the Civil Code, namely the position of a notary as an employer who is also responsible for the actions committed by his workers, while administrative responsibility is based on actions that can reduce trust. to the notary. Where in the case example, the notary can potentially be sued for civil liability based on the provisions of the two articles.

In carrying out and providing legal protection, a place or container is needed for its implementation, which is often referred to as a legal protection facility. Legal protection facilities are divided into two types, namely as follows:

1) Preventive Legal Protection

Namely protection that aims as a form of prevention before there is a violation as well as providing signs or limitations in carrying out an obligation as stipulated by the government regulations listed in the legislation (Muchsin, 2003).

Related to preventive legal protection, the author divides it into two sides, namely:

a. Internal Aspect

This internal aspect of legal protection is an effort made by the notary himself as an effort to prevent cases of forgery of deeds by workers, namely:

- Consider the Qualifications of Workers

Notary workers must be thorough and have high honesty and responsibility, understand what is prohibited and must be avoided. In addition, a notary worker should have extensive knowledge and be highly dedicated (Irmanti, 2021).

Notary workers in their recruitment must meet the criteria in order to be accepted for work, the criteria that must be possessed to become a notary worker include (Chrisya Nadine Immanuela, 2022):

- Education
- Skills
- Honesty
- Perseverance
- Experience
- Well behaved

Notary workers in their recruitment must meet the criteria in order to be accepted for work, the criteria that must be possessed to become a notary worker include:

- Improving Supervision of Workers

This supervision aims to determine the performance of notary workers. Supervision is basically fully directed to avoid the possibility of fraud or irregularities with the objectives to be achieved. The elements of supervision include:

- Supervision is a process of business activities to find out and assess;
- Conducted by internal agencies (managers or leaders) or by external institutions that are independent at the same time;
- Against the object of activity that has been determined whether it will be, is being, and has been going on or is being carried out;
- To be in accordance with the established plan or the desired result;
- According to or based on the provisions of the law in force.

As mentioned in the article above, one of the Notary's obligations is to be thorough and full of responsibility. According to KBBI, careful is defined as thorough or thorough. The careful attitude is not only directed to the Notary in terms of making deeds, but also in terms of managing the work system in his office. As described above, the duties of a notary worker are of an auxiliary nature, meaning that full control over his work remains with the notary concerned. So that in this case, the Notary should not just hand over his work to the notary worker, but the Notary still has to examine the work of the worker carefully. The form of inspection that can be carried out by a notary is by sorting the incoming data/completeness, periodically checking minutes, archives and protocol books (Irmanti, 2021).

In addition, related to equipment related to the duties of a notary which is very important and prone to abuse, such as stamps/stamps, must be under the control of the notary himself, for example by placing the equipment in the notary's room. In addition, notaries must also carry out their work with full responsibility. The notary must realize that the notary is not only responsible for his position but also as the employer the notary is responsible for every action of his workers. A notary is a position of trust,

meaning that the public as a party that requires the services of a notary will of course give full trust to a notary to represent their affairs. So that in this case the Notary's obligation must really be carried out to avoid unwanted things that result in damage to the public's trust.

In addition, the form of supervision that can be carried out by a Notary in terms of the obligations mentioned above is by carrying out the position of a Notary in his office unless there are certain reasons. Notaries are not allowed to hand over office control completely to their workers just like that, but Notaries are required to be in the office during their working hours, unless there are certain reasons such as for example the Notary is sick, or there are certain reasons that make the Notary unable to attend the office. The presence of a Notary in the office is expected to minimize abuse of authority by employees

- Make a Work Agreement

As mentioned, the work agreement contains clauses regarding work conditions, rights and obligations between the employer and the worker. In this case, both the Notary and the worker must clearly formulate their respective rights and obligations along with sanctions if these rights and obligations are violated so that if there is a violation regarding the things that have been agreed upon, then there is already something that binds the parties to be responsible. In addition, the agreement also defines the limits of responsibility between the parties if there is an abuse of authority.

The formation of this work agreement is in line with M. Isnaeni's theory about sources of legal protection, namely internal legal protection which is defined as legal protection that is packaged by the parties themselves when making an agreement, where at that time the parties want their interests and all risks to be accommodated by agreement. so that based on the agreement the parties can obtain balanced legal protection on the basis of mutual agreement. This legal protection can be applied if the positions of the parties are relatively equal or in the sense that the parties have bargaining power.

Notaries and workers have an equal position based on the employment relationship. Basically, an employment relationship is a relationship that regulates or contains rights and obligations between employers and workers/laborers and the measure of rights and obligations of each party must be balanced, this is based on the rights of workers/laborers being the obligations of employers and vice versa. /laborer (Suriah Ningsih, 2011).

b. External Side

Based on the description above, the authors divide the analysis of legal protection for notaries as follows:

In drawing up a deed, a notary must include at least two deed witnesses. Witnesses of the notary deed are witnesses who participate in making the deed (instrumental), therefore, witnesses of the notary deed are referred to as Instrumenter witnesses (instrumentaire getuigen) by affixing their signatures, they testify about the truth of the fact that it was carried out and the fulfillment of the formalities - the formalities required by UUJN. Based on these provisions, the position of a notary deed witness is a statutory order to fulfill the formal requirements of a notary deed (Adjie, 2014). If the formal requirements are not fulfilled, it will result in the position of the deed being degraded into a private letter as stipulated in Article 41 UUJNP which states "violation of the provisions referred to in Article 38, Article 39 and Article 40 results in the Deed only having the power of proof as a deed under hand".

Therefore, a notary cannot carry out his work alone but he needs a minimum of two workers. Apart from helping with administrative work in the notary's office, this worker also serves as a witness for the deed in making the deed. Apart from being filled in by workers, deed witnesses are usually filled in by apprentice notary candidates, this is the obligation of apprentice notary candidates stipulated in Article 10 paragraph (1) letter d of Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number 18 of 2018 concerning Amendments to Regulations Minister of Law and Human Rights Number 25 of 2017 Concerning the Notary Appointment Examination which states "in the

apprenticeship program at the Notary's office has participated and listed his name in at least 20 (twenty) deed.

However, in reality, a notary must have workers but not necessarily have apprentice notary candidates. The UUJN and UUJNP should not only regulate the obligations of apprentice notary candidates but also regulate the obligations of workers, bearing in mind that the position of workers is not only limited to assisting the work of a notary but also having a position as a deed witness in making a notarial deed. Not regulating the obligations of notary workers can result in abuse of authority by workers, one of which is falsification of notary deeds.

External legal protection, according to M. Isnaeni, is defined as legal protection created by the authorities through regulations for the interests of the weak. UUJN and UUJNP are legal umbrellas formed by the government as legal protection for the notary profession. However, as the author's analysis relates to cases of forgery of deeds by notary workers, this has not been specifically regulated in the UUJN or UUJNP so that in this case there is a need for special provisions regarding this matter.

Considering that UUJN and UUJNP are legal umbrellas for the position of notary and workers can also serve as instrumentary witnesses, this arrangement can be in the form of an emphasis on obligations for workers in their position as instrumentary witnesses which is equated with the obligations of apprentice notary candidates as stipulated in Article 16 paragraph (1) letter a UUJNP namely "acting responsibly, honestly, thoroughly, independently, impartially, and safeguarding the interests of parties involved in legal actions" and also has the obligation to keep everything confidential about the deed he made and all the information obtained for making the deed.

These arrangements must also be accompanied by provisions regarding sanctions for violations. So that in this case the provisions in article 16A UUJNP do not only apply to apprentice notary candidates but also apply to workers as instrumentary witnesses.

2) Repressive Legal Protection

Namely in the form of sanctions such as fines, imprisonment, and additional penalties given when a dispute has occurred or a violation has occurred as a form of final protection.

Next is repressive legal protection, namely in the form of sanctions such as fines, imprisonment, and additional penalties given when a dispute has occurred or a violation has occurred as a form of final protection. Repressive efforts that can be made by a notary are as follows:

a. File Criminal Charges

Notaries as part of Indonesian citizens have the right to legal protection as contained in article 28D paragraph (1) of the 1945 Constitution of the Republic of Indonesia confirms that "Every person has the right to recognition, guarantee, protection and fair legal certainty and treatment equal before the law.

The crime of forging authentic deeds has been regulated in Article 264 paragraph (1) of the Criminal Code, because in the case of forgery of certificates by workers as a repressive effort, notaries can file criminal charges against their workers using the basis of Article 264 (1) of the Criminal Code.

As in the example of the case above, where the victim is a notary SH and the defendant is his worker, namely RV where in the decision, the defendant RV was sentenced to have violated Article 264 Paragraph (1) of the Criminal Code in conjunction with Article 55 Paragraph (1) 1st of the Criminal Code, namely participating in committing forgery of authentic deeds and sentenced to 10 (ten) months in prison.

b. Filed a Civil Lawsuit

The basis used to be able to carry out a civil lawsuit is based on default or unlawful acts. If the claim for compensation is based on default, then the defendant and the plaintiff are bound by an agreement. Meanwhile, if the lawsuit is based on an unlawful act, then it refers to article 1365 of the Civil Code.

As mentioned above, the impact that occurs in the event that a notary worker falsifies a notary deed is that the notary can be held responsible for the mistakes of the worker if there are parties who feel disadvantaged, besides that the notary can also potentially lose the trust of the party concerned and even the community in this case. So in this case it can be said that the Notary bears material and immaterial losses due to the mistakes of his workers.

Forgery of deeds by workers also fulfills the elements of an unlawful act and can cause harm to the notary. Therefore, the notary can file a civil lawsuit against the worker based on article 1365 of the Civil Code. Where in the article states that "Every act that violates the law and brings harm to other people, obliges the person who caused the loss because of his mistake to replace the loss".

Conclusion

Legal consequences related to falsification of notarial deeds by employees against agreements are divided into formal and non-formal agreements. In a formal agreement, the agreement becomes invalid even though the agreement contains an agreement in the form of the signatures of the parties. In non-formal agreements, if the agreement is made in the form of a notarial deed and is not signed by the parties, the agreement can be canceled by one of the parties because the element of consensualism or agreement is not fulfilled. Meanwhile, if the agreement is made in the form of a notarial deed and has been signed by the parties, then as stipulated in Article 1868 of the Civil Code the position of the deed is degraded to a private letter. In this case, the fake deed remains valid and binds the parties as a private letter.

Internal aspects of preventive legal protection in the form of considering worker qualifications, increasing supervision, making work agreements. On the external side, there are special provisions in UUJN regarding the position of workers as instrumentary witnesses. Repressive legal protection in the form of filing criminal cases and civil lawsuits.

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