

## **SIGNING OF DEEDS CARRIED OUTSIDE THE AREA OF THE NOTARY'S OFFICE**

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### **Abstract**

Notaries as public officials have territorially limited authority in carrying out their duties based on Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Positions (UUJN). This study examines the legal problems that arise when a notary signs a deed outside his/her area of office, which is a violation of the provisions on the territorial authority of a notary. This study uses a normative legal research method with a statute approach and a conceptual approach. The data used are secondary data in the form of primary, secondary, and tertiary legal materials which are analyzed qualitatively using descriptive analysis techniques. The results of the study indicate that: First, the status of a deed signed outside the notary's area of office experiences a degradation of evidentiary power. Based on Article 15 paragraph (1) UUJN which states that a notary is authorized to make authentic deeds regarding all acts, agreements, and determinations required by laws and/or desired by the interested party to be stated in an authentic deed, but is limited to the area of his/her office as regulated in Article 17 paragraph (1) letter a UUJN. Deeds made outside the area of his/her office lose their authenticity and only have the power of proof as a private deed. Second, the legal consequences for a notary who signs a deed outside the area of his/her office can be in the form of administrative, civil, and criminal sanctions. Administrative sanctions are in the form of verbal warnings, written warnings, temporary dismissal, honorable dismissal, or dishonorable dismissal as regulated in Article 17 paragraph (2) UUJN.

**Keywords :** Oil Notary, Signing of deeds, Notary's area of office

**INTRODUCTION**

The rapid growth of the economy and industry has intensified the need for legal certainty, especially in making agreements. An agreement is a legal relationship concerning the assets of two parties, in which one party promises or is deemed to promise to do or refrain from doing something. In Indonesia, the role of ensuring legal certainty in civil matters is entrusted to notaries. By creating authentic deeds, notaries provide assurance of order, legal protection, and validity to parties engaging in legal transactions. This aligns with the Notary Position Act (UUJN), particularly its preamble in section (b), which highlights the necessity of written, authentic evidence regarding legal actions, agreements, and legal events made before or by an authorized official.

In fulfilling their duties, notaries are obligated to act in accordance with Law Number 2 of 2014, which amends Law Number 30 of 2004 on the Position of Notary (UUJN). They must also adhere strictly to the Notary Code of Ethics. This code was established by the Indonesian Notary Association (INI) and ratified by its congress or through relevant regulations. The ethical guidelines apply to all notaries, including acting or temporary notaries. The purpose of this code is not only to guide but also to maintain professionalism and ensure that legal services provided meet high standards. Efforts to uphold the code include monitoring conduct and addressing violations when they occur, applying legal norms and sanctions where necessary.

To maintain professionalism and ethical conduct, notaries are supervised by the Supervisory Council for Notaries. As stated in Article 1, point 6 of the UUJN, this council has the authority and responsibility to conduct guidance and supervision. The council operates through three levels: the Regional Supervisory Council, the Provincial Supervisory Council, and the Central Supervisory Council. Their oversight includes the enforcement of ethical standards and lawful execution of a notary's responsibilities. Violations of the UUJN or ethical code can result in administrative sanctions such as verbal or written warnings, and if repeated or severe, can lead to temporary suspension or even permanent dismissal, as outlined in Article 17 paragraph (2) of the UUJN.

A relevant case illustrating these violations is the decision by the Central Supervisory Council in Case Number 11/B/MPPN/XII/2018. Notary MI, based in Tangerang, created and signed several deeds in North Jakarta, which falls outside his legal jurisdiction in Banten Province. The council found that Notary MI violated Article 17 paragraph (1) letter a of the UUJN, which prohibits performing notarial duties outside one's jurisdiction. Additionally, MI failed to provide copies of the deeds to the entitled parties and conducted signings in locations where the parties were not present in the same room. Not only did these actions breach ethical guidelines, but MI had also previously committed similar violations as recorded in another decision, Number 08/B/MPPN/XI/2018. For these repeated offenses, the council recommended dismissal without honor and mandated the transfer of notarial protocols to a designated notary in accordance with the regulations.

Based on Article 3 paragraphs (2) and (3) in conjunction with Article 10 of the Minister of Law and Human Rights Regulation Number 61 of 2016 concerning the Procedure for Imposing Administrative Sanctions on Notaries, sanctions must be imposed in stages, beginning with the lightest and progressing to the most severe. However, in certain circumstances where a notary commits a serious violation of their obligations or prohibitions, administrative sanctions may be applied immediately without following the usual sequential order. In such cases, the Minister may impose sanctions in the form of dismissal, either with honor or without honor, based on recommendations from the Central Supervisory Council (Majelis Pengawas Pusat or MPP). After careful consideration and deliberation in an MPP meeting, it was decided to propose that Notary MI, whose office is in Tangerang, Banten, be dismissed dishonorably from their position.

The decision was considered appropriate given the recurrence of Notary MI's misconduct. This was not the first time Notary MI had violated notarial regulations. In a prior case, the notary had already received a temporary dismissal of six months, yet no sign of remorse or correction followed. The repetition of the same violation demonstrated a disregard for the law and ethical code, which further justified a more serious consequence. The Central Supervisory Council believed that a dishonorable discharge was necessary, especially because the notary failed to learn from the earlier sanction, diminishing the credibility of the notarial profession.

Furthermore, in Decision Number 11/B/MPPN/XII/2018, Notary MI was found to have violated not only Article 17 paragraph (1) letter a of the Notary Law (UUJN), which prohibits notaries from acting outside their jurisdiction, but also several other provisions in the same legislation. These violations were considered grave because they struck at the core responsibilities of the notarial role and breached both the law and the professional code of ethics. As outlined in Article 17 paragraph (2) of the UUJN, the imposition of a dishonorable dismissal was not only justified but also necessary as a form of accountability. This decision was also intended to serve as a deterrent, ensuring that other notaries would not commit similar violations, which could harm the public's trust in the notarial system.

Prompted by these developments, the writer is motivated to explore the legal implications of a deed signed outside a notary's authorized area. There is a need to examine the legal status of such a deed if it leads to future disputes. It raises critical questions regarding the notary's liability and the validity of the deed itself when executed beyond the territorial boundaries of their official post. This interest led to the formulation of a research topic titled "*The Signing of Deeds Conducted Outside the Notary's Jurisdiction*", aimed at analyzing these concerns from a legal standpoint.

A notary holds a vital and indispensable role in society, particularly in ensuring the legal certainty of authentic deeds. According to Article 1868 of the Indonesian Civil Code (KUHPperdata), an authentic deed is defined as one made in a form prescribed by law, drafted by or in the presence of a public official authorized to do so in the place where the deed is executed. The notary's presence emerged as a response to the growing complexity of legal agreements, where witness testimony alone was no longer sufficient. As legal relationships became more intricate, especially in civil matters, society required stronger forms of evidence. The term "notary" originates from the Latin word *notarius*, used during Roman times to refer to individuals tasked with writing or recording transactions. In modern usage, as stated in the Indonesian Dictionary (KBBI), a notary is someone granted authority by the government, through the Ministry of Justice, to validate and witness various legal documents such as agreements, wills, and deeds.

In the framework of Indonesian law, a notary is considered a public official authorized to create authentic deeds and perform other duties stipulated by law. Their main function is to formalize legal relations between parties in written form, providing legal weight to the content of those relations. This formalization process transforms a private agreement into a legally binding and enforceable document. The notary acts as a legal documentation expert whose work carries significant evidentiary power. This power reinforces the credibility and reliability of legal actions undertaken by individuals or entities in civil transactions, contributing to legal stability and predictability in society.

The role and authority of a notary, referred to as *de notaris autoriteit*, are anchored in statutory law. Although notaries are public officials, they are not considered civil servants and do not receive a government salary or pension. Instead, they are compensated through honorariums paid by their clients. Despite not being part of the state civil apparatus, their duties are strictly regulated under government-established rules. The state grants notaries the authority to serve the public in legal matters, such as drafting and authenticating legal agreements. This

dual character being a public official without civil servant status emphasizes the unique position of notaries in the Indonesian legal system, combining professional independence with public responsibility.

Regarding legal accountability, Hans Kelsen's theory of legal duty introduces the concept of liability, where an individual is considered legally responsible for an act if they can be subjected to a sanction when acting contrary to the law. Typically, the individual responsible and the subject of legal obligation are one and the same. There are two major types of legal responsibility: fault-based liability and absolute (or strict) liability. The term *liability* encompasses a broad range of legal risks or obligations, including damages, threats, crimes, or expenses arising from one's actions. It is closely tied to one's legal duty to act according to the law. According to the Indonesian Dictionary, *responsibility* means the obligation to bear all consequences, especially when one can be blamed, prosecuted, or held accountable. In legal terms, responsibility implies the necessity for someone to fulfill duties assigned to them, particularly when violations occur that demand legal redress (Purbacaraka, 2010).

The purpose of this study is to analyze: 1) The status of a deed if it is signed outside the notary's area of office, and; 2) The legal consequences for a notary who signs a deed outside the notary's area of office.

## **RESEARCH METHODS**

Legal research typically involves three key phases: planning, implementation, and reporting. In the planning phase, the outcome is a research proposal that outlines the objectives and scope. The implementation stage yields the main research findings, while the reporting phase results in academic or practical outputs. Academic reports often take the form of theses or dissertations, while practical reports may include legal opinions or legal audits. In this thesis, the method used is normative legal research, which focuses on analyzing legal norms through the examination of statutory provisions and legal principles related to the issue being studied. This includes examining the Notary Law (UUJN), the Notary Code of Ethics, the Civil Code, and other regulations that pertain to the notarial profession. The type of research employed is doctrinal, or prescriptive, which means it seeks to explore and interpret legal values, justice, legal validity, and norms by analyzing authoritative legal texts.

The approach consists of statutory and conceptual analysis. The statutory approach involves reviewing all laws relevant to the legal issue, such as national laws, regulations, and formal rulings, to examine their consistency with philosophical foundations and legal logic. Meanwhile, the conceptual approach draws on legal doctrines, scholarly views, and literature to enhance understanding of key legal concepts. This thesis uses various sources of legal materials, including primary sources (laws, government regulations, and court decisions), secondary sources (books, legal journals, and commentaries), and tertiary sources (legal dictionaries and encyclopedias). Legal materials are collected using document study methods, and then analyzed by categorizing them based on the legal problem being addressed. The final analysis applies the statute approach to determine how existing legal norms provide solutions to the issues, particularly concerning the legal consequences of signing notarial deeds outside a notary's official jurisdiction (Ibrahim, 2006).

## **RESULT AND DISCUSSION**

### **A. Status of Deeds Signed Outside the Notary's Area of Office**

A deed, or *akta*, originates from the Latin word *acta*, referring to a written document created to serve as proof of a legal act. According to the *Kamus Besar Bahasa Indonesia (KBBI)*, an *akta* is a written certificate containing a statement, declaration, acknowledgment, or legal event that is made under applicable laws and verified by an authorized official. Legal scholars such as Sudikno Mertokusumo further explain that a deed is a signed document created

intentionally to serve as evidence of a legal event that forms the basis of a right or obligation. In Indonesian law, deeds are categorized into two types: authentic deeds (*akta otentik*), which are made by or in the presence of public officials with authority, and private deeds (*akta di bawah tangan*), which are made and signed by the involved parties without official involvement.

An authentic deed holds a strong evidentiary value because it meets both formal and material requirements outlined by law. This kind of deed is often produced by a notary and is recognized as full evidence of the content it contains, unless proven otherwise. Authentic deeds are commonly used in transactions such as sales, inheritance matters, loans, the establishment of legal entities, and other legal activities requiring legal certainty. In contrast, private deeds, while still valid as evidence, do not carry the same weight. Their legal force increases if they are acknowledged by the opposing party, or if they are legalized or given a fixed date by a notary. However, if certain procedural elements are missing like the presence of parties, identity verification, or signing within the notary's jurisdiction then even an intended authentic deed may be considered merely a private deed.

Deeds serve as critical tools in legal proceedings. Article 1868 of the Indonesian Civil Code (*KUHPerdata*) defines authentic deeds as documents made in the legally required format by or before a competent public official at the correct place and time. They are used as written evidence in civil court, alongside other recognized forms such as witness testimony, presumptions, confessions, and oaths. A key distinction lies in their evidentiary value: authentic deeds are treated as full proof of what they state, without requiring further interpretation, while private deeds only carry that weight if acknowledged or uncontested. If disputed, the burden of proof lies on the party denying its authenticity. Both forms of deeds, however, must fulfill the essential elements of a valid contract under Article 1320 of the Civil Code and are binding on the parties under the principle of *pacta sunt servanda*.

The notary plays a central role in creating authentic deeds, as established by Article 15 paragraph (1) of the Notary Law (UUJN). This article outlines that a notary is authorized to draft all deeds not specifically reserved for other officials, including those required by law or requested by individuals. These deeds must involve legal subjects, be drafted in the notary's jurisdiction, and include a clear and verified time of execution. An authentic deed made by or before a notary is considered valid if it follows the required format and procedures set out by the UUJN. Supporting this, Philipus M. Hadjon emphasizes that authenticity in a deed depends on it being in the form required by law and made in front of an authorized official. The notary's function is thus crucial in ensuring the legitimacy, legal certainty, and evidentiary strength of the deeds produced (Adjie, 2011).

In creating a notarial deed, it is essential to understand its structure, which typically consists of the preamble, the body, and the closing section. These elements must be properly arranged for the deed to meet the requirements of Article 1868 of the Indonesian Civil Code (*KUH Perdata*) as an authentic deed. An authentic deed is one created in a legally prescribed format by or before a public official authorized to do so, at the designated place of creation. If a deed is drafted by someone lacking the required authority or if it fails to meet formal standards, it loses its status as an authentic deed and may only be considered a private document, especially if unsigned by the involved parties. The critical distinction between authentic and private deeds lies in their evidentiary strength. Authentic deeds are regarded as conclusive evidence, placing the burden on the opposing party to prove any inaccuracies. Conversely, when a private deed is challenged, the party relying on it must validate its contents.

A notarial deed, as an authentic instrument, carries three levels of evidentiary power: outward (or *lahiriah*) proof, formal proof, and material proof. Outward proof involves the physical and visual validity of the document whether it conforms to the formal requirements, bears the notary's signature, and contains all necessary sections. This form of proof presumes

the deed's authenticity unless convincingly challenged in court. Formal proof, on the other hand, refers to verifying whether the events and facts stated in the deed such as the date, time, and identities of those present were truly witnessed and recorded by the notary according to established procedures. If any of these formal aspects are disputed, the challenger must provide specific evidence to refute the notary's account. Lastly, material proof addresses the substantive accuracy of the deed's contents. Any claim that the notary misrepresented facts or that parties made false declarations must be supported by clear and convincing evidence. A failure to uphold any of these three aspects can reduce the deed's evidentiary weight to that of a private document.

Authentic deeds serve as critical legal instruments due to their high probative value and reliability in both personal and commercial legal transactions. Notaries, as public officials authorized by law, are responsible not only for drafting these documents but also for verifying the identities and intentions of the involved parties. Their role includes ensuring that the deed complies with legal requirements, guaranteeing the date of execution, archiving the deed, and providing certified copies. According to Article 1867 of the Civil Code, deeds are categorized as either authentic or private. Authentic deeds must be made by authorized officials such as court bailiffs, civil registry officers, or notaries, and follow the applicable legal structure. Once brought before a court, an authentic deed generally cannot be challenged without substantial proof of fraud or legal violations. Its contents are presumed accurate, giving it strong standing as evidence.

Furthermore, notarial deeds are classified into *relas acten* and *partij acten*. *Relas acten* are deeds where the notary directly observes and records an act, such as a shareholders' meeting, and their validity can only be disputed by proving falsification. *Partij acten*, on the other hand, are based on the statements made by the involved parties. Though their content may be challenged, such deeds still carry evidentiary strength. Examples include sales agreements, leases, credit contracts, and company formation deeds. In forming a legal entity like a PT or CV, the deed of establishment must be notarized and registered with the Ministry of Law and Human Rights, including detailed information on the company's name, founders, capital, objectives, and structure. Lastly, private deeds regulated under Article 101(b) of Law No. 5 of 1986 are simpler documents created and signed by the parties themselves. Although easier to produce, their evidentiary value is weaker and often supported by witness signatures to enhance credibility (UU, 1986).

A deed is a legal document that plays a central role in the Indonesian legal system as written evidence in civil law relations. Its importance lies in ensuring legal certainty for private transactions between individuals or legal entities. Since deeds are intended to serve as strong proof of a legal event, their creation must comply with specific requirements outlined by law to be valid and enforceable. In Indonesian law, these requirements are generally classified into two main categories: formal (*formil*) and material (*materiil*) elements. The formal element pertains to how the deed is created including the structure, procedures, and authority while the material element concerns the content of the deed, ensuring that the rights and obligations of the parties involved are clearly stated and legally sound.

Both the formal and material elements must be met simultaneously for a deed to be considered valid, both as evidence and as a foundation for the enforcement of rights and obligations. Failing to fulfill either requirement may lead to the deed being declared invalid or reduced in legal standing. Understanding these requirements is essential not only for legal professionals such as notaries, judges, and lawyers but also for ordinary citizens who may become involved in civil transactions that require documented legal proof. The precision in meeting these conditions helps prevent legal disputes and ensures that the deed can serve its function as binding legal evidence.

Deeds are classified based on their creators. There are authentic deeds (*akta otentik*) and

private deeds (*akta di bawah tangan*). An authentic deed is one drafted by or in the presence of a public official who is legally authorized to do so, in a format prescribed by law. Examples include notarial deeds, civil registry records, and court decisions. On the other hand, a private deed is written and signed by the parties involved, without the involvement of an official. Examples include handwritten agreements or sales contracts made independently by individuals. The key difference between the two lies in their evidentiary strength: authentic deeds carry full evidentiary value and are binding, whereas private deeds require acknowledgment by both parties to achieve the same level of evidentiary force.

To be recognized as an authentic deed under Article 1868 of the Indonesian Civil Code, several formal requirements must be satisfied. First, the deed must be made by an authorized official, such as a notary or land deed officer, acting within their territorial jurisdiction. Second, the structure of the deed must follow a legally mandated format, which includes a preamble stating the date, place, and identity of the notary; a body outlining the identities and legal positions of the parties, their statements, and the presence of witnesses; and a closing section detailing the reading and signing of the deed. Additionally, the procedure for creating the deed must include verifying the parties' identities, reading the deed aloud (unless waived), and obtaining their signatures. Two qualified witnesses are also required. Finally, the deed must be written in Bahasa Indonesia or accompanied by a certified translation if needed. While private deeds are less rigid in form, they must still be written and signed by the parties. To enhance their legal strength, private deeds can be legalized or registered with a notary through processes known as *legalisasi* or *waarmerking*, respectively (Adjie, 2011).

In Indonesian law, some private deeds must follow specific formalities established by special regulations. For instance, a power of attorney to sell land must be in written form and legalized by a notary. Beyond formalities, a deed must also meet material requirements, which concern its content. These material requirements are crucial to ensure that the deed is legally valid and capable of producing the intended legal effects. Material elements apply to all deeds and include the legal capacity of the parties, a clearly defined subject matter, a lawful cause, and genuine consent. Article 1330 of the Indonesian Civil Code outlines that minors, persons under guardianship, and certain married women (though this is no longer applied under recent legal interpretations) are considered legally incompetent to enter into legal agreements.

Other key material elements include the presence of a definite object such as a specific item, right, or legal action and a lawful cause. A deed involving objectives that violate the law, public order, or morality is considered null. Also essential is the mutual consent of the parties. Article 1321 of the Civil Code emphasizes that an agreement made under duress, error, or fraud lacks legal validity. Certain types of deeds may have additional material requirements. For instance, a land sale deed requires that the seller has legal authority to sell, the land must be free from disputes, and payment terms must be clear. For a company establishment deed, elements such as the identity of founders, company name and purpose, capital structure, and management details are required. Similar specific conditions apply to deeds of gift and wills, requiring clarity about the subject of the gift or bequest, the identities of involved parties, and the statement of intent.

Failure to meet formal requirements can significantly affect the legal status of a deed. If an authentic deed lacks required formalities, such as being signed outside the notary's jurisdiction or not being read aloud to the parties, it loses its authenticity. According to Article 41 of the Notary Law, such a document will be treated as a private deed, or worse, as void. In private deeds, the absence of essential signatures makes them lose their value as legal evidence. On the other hand, a violation of material requirements may lead to more serious consequences. A deed may be null and void (*nietig*) from the beginning if it contains an unlawful cause. Alternatively, it may be voidable (*vernietigbaar*) if, for example, one of the parties lacked legal capacity or consent was obtained through deception. Such voidable deeds remain valid until

annulled by a court.

Each type of deed has distinct characteristics based on the formal and material requirements. A notarial deed, for instance, must be created before a notary, follow the prescribed structure, include the proper signatures, and be read aloud to those present. It must also meet material standards, such as legal capacity of the parties, lawful intent, and mutual agreement. Understanding both sets of requirements is crucial for legal professionals and the public. If any requirement is ignored, the consequences can vary ranging from the deed being downgraded in evidentiary power to it being completely void. One key example is a deed signed outside the notary's authorized territory. As regulated by Article 17 letter a of the Notary Law (UUJN), this act violates jurisdictional authority and renders the deed non-authentic. It can lead to sanctions such as written warnings or even dismissal of the notary. This is a clear example of how a procedural violation linked to the notary's territorial scope constitutes a breach of formal requirements.

## **B. Legal Consequences for Notaries Whose Deed Signing is Held Outside the Notary's Area of Office**

The role of a notary in Indonesia is closely tied to the principle of legal certainty, particularly in the preparation of authentic deeds. A crucial element of this function is the notary's territorial jurisdiction, commonly referred to as *wilayah jabatan*. Historically influenced by Dutch legal traditions, the notarial system in Indonesia has evolved to accommodate the growing needs of society. Originally confined to key trading cities during the colonial era, the notary's territorial limits were administratively structured to maintain order and fairness in access to legal services. Today, jurisdiction involves not only geographic limitations but also broader implications related to equitable legal access, professional supervision, and the integration of technology in legal practice, especially as digital transactions blur traditional geographic boundaries.

The first formal regulation governing the notarial office in Indonesia was the *Instructie voor de Notarissen Residerende in Nederlands Indie* issued in 1625, followed by the *Reglement op het Notarisambt in Nederlands Indie* in 1860, which further defined the scope of a notary's authority within specific administrative regions. After Indonesia's independence, these colonial-era laws continued to influence the notarial profession based on the principle of concordance. Key developments included the establishment of the Indonesian Notary Association (INI) in 1954 and the issuance of Minister of Justice Decree No. M.01-HT.03.01 in 1983, which clarified that a notary's jurisdiction extended to their regency or municipality. This framework remained until the enactment of Law No. 30 of 2004 on the Position of Notary (UUJN), later amended by Law No. 2 of 2014, which expanded the jurisdiction from regency/municipality to the entire province where the notary is based<sup>3</sup>.

Article 18 paragraph (1) of the UUJN explicitly states that a notary's jurisdiction covers the entire province where their office is located. This change was intended to improve public access to notarial services and reflect the inter-regional nature of modern legal transactions. Nonetheless, it also raised concerns regarding uneven distribution and unhealthy competition among notaries. Article 19 paragraph (1) complements this by requiring notaries to maintain only one office in their designated location. Supporting regulations, such as Ministerial Regulations No. M.HH-01.AH.02.12/2010, No. 25/2014, and No. 62/2016, provide detailed technical guidance, including office formation and reassignment processes. These rules, along with ethical provisions in the INI Notary Code of Ethics (Article 3, point 8), emphasize that the obligation to operate within one's designated territory is not merely legal but also a professional and moral responsibility. Court rulings, such as Supreme Court Decision No. 1234/K/Pdt/2012 and Jakarta High Court Decision No. 467/PDT/2015/PT.DKI, further reinforce the invalidity of deeds made outside the designated area.



Territorial jurisdiction carries multiple dimensions: *territorial* (the provincial boundary), *administrative* (linking the jurisdiction to the national governance structure), and *functional authority* (defining the scope of notarial power). A notary located in Bandung, for example, may operate across West Java province but cannot open additional offices elsewhere. Any deed made beyond this area is considered non-authentic and could be downgraded to a private deed. The distinction between the notary's *place of domicile* (a specific city or regency) and *jurisdiction* (the wider provincial area) is crucial to maintaining the balance between legal clarity and efficient service delivery. Exceptions do exist, such as when a substitute notary is appointed during leave (Article 32 UUJN), or when the Regional Supervisory Council (MPD) grants temporary jurisdiction outside the original territory due to exceptional circumstances or regional scarcity of notaries (Latumeten, 2018).

Ultimately, jurisdictional assignments are not arbitrary but determined by the Ministry of Law and Human Rights based on population size, average deed production, and local economic development (Article 21 UUJN). The appointment process includes submission of an application, document verification by the Directorate General of Legal Administration, recommendations from INI, and the issuance of an appointment decree by the Minister. This decree defines both the notary's place of domicile and, implicitly, their jurisdiction. While the legal framework permits limited flexibility for special conditions, it is clear that territorial integrity remains essential for maintaining legal certainty and professional integrity in Indonesia's notarial system (Saputro, 2009).

The act of signing a document holds both symbolic and legal significance. It represents a person's consent, identity, and commitment to the contents of the document. According to the Indonesian Dictionary (KBBI), signing refers to the process of placing a signature on a document as a form of acknowledgment or agreement. Legally, a signature affirms the validity of the contents and strengthens the enforceability of the document. Especially within the notarial system, signing a deed is not merely a technical requirement; it confirms that all involved parties understand and accept their legal obligations. This signature process must meet certain standards, including verifying the identity of the parties and ensuring that the document is read and agreed upon in the presence of a competent authority.

In the Indonesian legal framework, the obligation to sign a deed at the notary's office is emphasized through Article 16 paragraph (1) letters a and m of the Notary Act (UUJN). Notaries are required to act with honesty, prudence, impartiality, and integrity while ensuring that all deeds are signed in the presence of the notary and at least two witnesses. This process becomes more than a formality; it is a safeguard to uphold authenticity and prevent fraud. By requiring signing within the notary's office, the law ensures that the notary can verify the presence and legal capacity of all signatories, as well as explain the implications of the deed. This step reinforces the notary's role as a neutral legal officer who provides guidance and oversight during the formation of legal agreements.

The legal significance of signing a deed in the notary's office is grounded in the principle of authenticity. An authentic deed (*akta otentik*) is granted a superior evidentiary status in legal disputes. It does not need further proof unless its truth is explicitly contested. For this status to be upheld, the signing process must align strictly with the procedures mandated by law, which includes the deed being signed in front of the notary and the designated witnesses. This requirement ensures uniformity in notarial practices across Indonesia, promoting legal certainty and equal protection for all parties. If the deed is signed outside the proper procedures or beyond the office, it may be downgraded to a private deed (*akta di bawah tangan*), losing its presumptive legal validity.

Violations of this signing obligation carry serious consequences. Administratively, notaries may face warnings, temporary suspension, or dismissal, depending on the severity, as outlined in Article 16 paragraph (11) of the UUJN. Civilly, deeds not signed at the notary's

office in compliance with formal procedures lose their status as authentic deeds and are treated as private documents, diminishing their legal strength under Article 41 of the UUJN. In cases where the violation involves intentional misconduct or false information, criminal sanctions may apply under Article 264 of the Indonesian Criminal Code (KUHP) for forgery of an authentic deed. Thus, signing a deed at the notary's office is not merely a procedural requirement it is a cornerstone of legal integrity and accountability in the creation of binding legal documents (Adjie, 2009).

The concept of legal consequences stems from the idea that every recognized legal event will inevitably produce effects under the law. As stated by Sudikno Mertokusumo, legal consequences arise from the connection between a legal act and the emergence of rights and obligations. This means when a particular event occurs such as entering into a contract or violating a rule the law reacts by either granting or removing certain legal rights or obligations. Subekti, another prominent legal scholar, emphasizes that legal consequences are direct results of legal actions consciously undertaken by individuals with legal capacity. Such outcomes are essential to ensure predictability and structure in society, guiding individuals on what to expect when engaging in legal acts.

From a broader perspective, scholars such as P.S. Atiyah view legal consequences not only as automatic responses but as instruments that should align with justice and logical reasoning. He suggests that the application of legal consequences must be proportional and reflect the underlying intentions behind the legal act. In Islamic law, Amir Syarifuddin introduces the concept of *atsar hukum*, which refers to the effects arising from compliance with or violation of sharia provisions. While different legal traditions may use varying terminologies or principles, they all converge on the belief that legal consequences are a necessary response by the legal system to a legal occurrence. This shared understanding reinforces the significance of clarity and intention in any legal process.

In notarial practice, legal consequences become particularly critical. The notary is a public official granted the authority to produce *authentic deeds*, which carry full evidentiary value in court. However, when formal and material procedures are violated such as failing to execute the deed properly serious consequences follow. For example, if an authentic deed is signed outside the notary's jurisdiction or if it contains inaccuracies, it may be reduced in status to a *private deed*, which holds significantly less probative value. This degradation not only affects the enforceability of the deed but can also lead to administrative or even criminal sanctions against the notary, especially if intentional misconduct is proven, such as fabricating facts or breaching jurisdictional limits (Tobing, 1999).

Jurisdiction is a cornerstone of notarial legality. Under Article 17 and Article 18 of the Notary Law (UUJN), a notary's authority is limited both by location and the parties they serve. A notary may only draw up deeds for persons who appear before them and within their legally designated area. Despite these limitations, violations are frequent ranging from drafting and signing deeds outside the permitted region, to setting up unauthorized branch offices. Such practices may seem convenient or financially beneficial but are legally prohibited. The most severe consequence of jurisdictional violations is the loss of the deed's authenticity. Once a deed is downgraded to a private deed, it no longer carries automatic legal strength, potentially resulting in its rejection by government bodies or financial institutions, and weakening the legal standing of the involved parties in future disputes (Sitorus & Soemitro, 2018).

## CONCLUSIONS

According to the Notary Position Act, any deed must be signed before a notary and strictly within the notary's territorial jurisdiction. Signing a deed outside this jurisdiction violates the principle of legality and territorial authority, potentially stripping the deed of its authenticity, as required under Article 1868 of the Indonesian Civil Code, which mandates that

an authentic deed must be made by or before a competent public official at the place where the deed is drawn. If this rule is breached, the deed may be downgraded to a private deed with weaker evidentiary value, and the notary involved may face administrative sanctions from the Notary Supervisory Council or even civil liability if the breach causes harm to the parties involved.

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