

## **LEGAL LIABILITY FOR FALSE INFORMATION IN NOTARIAL DEEDS**

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### **Abstract**

This study aims to analyze the forms of notarial liability for deeds containing false information and to determine the legal consequences for deeds that are later proven to be false or not in accordance with applicable provisions. It also examines how the theory of error applies to alleged false information in authentic deeds prepared by notaries. This study uses a normative research method, employing a statutory approach and a case study approach. The legal material collection technique used is a literature study. This legal material analysis technique is based on a normative juridical perspective. The aim is to answer the problems discussed. The first research result: legal liability for parties containing false information in notarial deeds includes criminal liability in the form of imprisonment and civil liability in the form of compensation and administrative sanctions, as stipulated in Law No. 2 of 2014 concerning Notary Positions, resulting in the deed being legally void and becoming a private deed. Second Research Findings: Notaries cannot be held legally accountable without fault, even if there is an alleged violation of the law.

**Keywords:** Legal Accountability, False Statements, Notarial Deeds

## INTRODUCTION

Law plays a vital role in every society, shaping how people interact and resolve differences. The phrase *Ubi Societas Ibi Ius*, meaning “where there is society, there is law,” reflects the idea that legal norms will naturally emerge wherever groups of people live together. Cicero highlighted the importance of law as a means to protect human dignity. Its core function is to mediate between individual interests, which often tend to be self-centered, and collective concerns, so that both can coexist without destructive conflict. To fulfill this role, law must embody both certainty and justice, giving individuals and communities alike a reliable framework for safeguarding their rights and resolving disputes.

A society is formed by individuals who recognize themselves as a unified group over time, governed by shared norms and structured systems. As people pursue various interests—economic, political, or personal these interests occasionally align, but more often than not, they clash. Such clashes are legally termed as disputes or conflicts of interest. When disputes arise, they may be settled amicably, but unresolved tensions can escalate, harming the involved parties. To avoid such escalation and prevent vigilantism, legal systems provide both litigation and non-litigation methods to resolve conflicts. One notable type of dispute in society involves forged notarial deeds, which may stem from deliberate deceit or the negligence of the notary involved.

Notaries, as public officials appointed under the authority of the state, carry significant responsibilities. They are entrusted with drafting official documents that possess legal validity and probative force. A notary’s signature and official stamp guarantee the authenticity of a document, which is why the notary must act in strict compliance with legal standards, such as the Notary Law, Civil Code, and the Notary Code of Ethics. An authentic deed must contain accurate identities, a lawful agreement between the parties, and their genuine signatures. If these elements are missing, the deed is legally invalid. However, it is not uncommon for notaries to become entangled in legal disputes despite not being direct parties to the agreements, often being summoned to court either as witnesses or defendants due to misunderstandings about their role (Rusianto, 2016).

Cases have emerged where false statements are inserted into notarial deeds, often without the notary’s awareness. Article 266 of the Indonesian Penal Code (KUHP) defines this as a criminal act of document forgery when a false statement is included in an authentic deed. This occurred in the case of PT. B in Makassar, where fake shareholder meeting requests led to the issuance of notarial Deeds No. 4 and 11 in 2019, resulting in an unauthorized change of the company’s board. The notary involved, N, became legally implicated even though the authority to verify factual accuracy lies outside the notary’s scope. The misuse of their office caused financial losses of up to Rp100 billion to the former commissioner, C. The suspects were charged under Article 266(1) in conjunction with Article 55(1) of the KUHP. This case illustrates how forged data can lead to false deeds, forcing notaries into prolonged legal battles, even though they are not investigators of material truth but formalizers of legal declarations.

A literature review revealed that the thesis titled “*Legal Accountability for False Information in the Making of Authentic Deeds Before a Notary*” presents a distinct approach compared to previous studies. While some prior research shares thematic similarities, no identical study was found. Nevertheless, related theses have served as important references. One such work is by Nadya Putri Utami, S.H., titled “*The Making of Notarial Deeds Based on Forged Documents Unknown to the Notary*.” The research focused on two main issues: first, whether there is a legal basis for holding a notary accountable when a deed is based on forged documents, and second, whether the notary can be held criminally liable when the forged document was not known to be false at the time the deed was made (Putri, Cherieshta, & Rasji, 2024).

In her conclusions, Utami emphasized that the act of a notary producing a forged deed, as regulated under Article 263(1), 264(1) point 1, and 266(1) of the Indonesian Penal Code (KUHP), may constitute a criminal offense when certain legal elements are proven. However, this liability is not automatic. It requires legal verification of both the subjective element (intent) and the objective element (the act itself) of the offense. Importantly, she concluded that if a party provides false documentation unbeknownst to the notary, the notary should not be held criminally liable. The notary's duty is to record and formalize what is presented by the parties, not to investigate the material truth behind every document provided.

Another thesis by Rahmawati Indar Prawansa, S.H., titled *"The Accountability of Notaries Convicted for Entering False Statements in Authentic Deeds"*, analyzed the legal consequences faced by notaries who intentionally insert false information into official documents. Her study posed two questions: how legal responsibility is assigned to notaries convicted of this offense, and what legal effects such forged deeds may have. She concluded that inserting false information into an authentic deed is a serious violation, justifying disciplinary action under Article 13 of the Notary Law. According to this provision, a notary who has been convicted with a sentence of five years or more may be dishonorably dismissed by the Minister of Law and Human Rights upon recommendation from the Central Supervisory Council, in order to uphold the integrity of the profession.

The legal impact of such deeds is significant. If a notary inserts false information into an authentic deed, the document is declared null and void based on a final and binding court decision. The deed, having lost its legal validity due to being legally defective, no longer holds evidentiary power. This nullification may sever legal relationships between involved parties, cause legal disputes, and result in the loss of rights or obligations established through the deed. Compared to the above studies, the current thesis specifically focuses on the legal accountability of all parties involved, not just the notary, in the creation of an authentic deed containing false information. If similar studies exist, this research is intended to fill remaining gaps and enhance the academic discourse surrounding notarial responsibilities and legal consequences of false declarations.

Based on the explanation in the previous problem background section, the objectives of this study are as follows: 1) To study and analyze the forms of legal liability for false information in the making of notarial deeds, and; 2) To study and analyze the application of the theory of error to the alleged false information in authentic deeds made by notaries.

## RESEARCH METHODS

This research belongs to the field of legal studies and, as with any academic work, requires the application of a proper methodology. As stated by Soejono Soekanto, legal research is a scientific activity based on structured methods and specific reasoning used to find answers to legal issues under investigation. The research conducted here adopts a normative legal approach, which means the focus is on studying legal literature and secondary sources to understand and respond to the problem being analyzed. This type of research aims to examine legal norms, doctrines, and statutory regulations rather than relying on empirical data (Soekanto & Mamudji, 2006).

To support the analysis, several methodological approaches are employed. First, the statutory approach involves examining and analyzing relevant laws and regulations that govern the issue at hand. Second, the historical approach traces the background of the legal issue, including the historical development of laws related to the topic. Third, the case approach is applied by reviewing court decisions especially those with permanent legal standing—that are related to the issue being discussed. These approaches together allow the researcher to understand both the theoretical and practical dimensions of the legal question.

Legal sources used in this study are categorized into three types. Primary legal

materials include official legal documents such as laws, statutes, government records, and binding court decisions. Secondary legal materials comprise scholarly resources such as books, legal journals, legal doctrines, the writings of legal scholars, and law dictionaries. These materials help interpret and deepen the understanding of primary sources. Tertiary legal materials serve as complementary references, offering guidance or clarification on both primary and secondary sources, including encyclopedias and legal indexes (Soekanto, 2007).

For data collection, the study uses a library research method, which involves gathering all three types of legal materials mentioned above. In addition, online resources are utilized to access legal journals, academic websites, and databases that are relevant to the topic. The collected data are then processed through a juridical-normative analysis, which interprets the legal materials from a normative perspective. This analysis method relies on legal reasoning and doctrinal interpretation to evaluate regulations, literature, and case law, helping the researcher construct a reasoned answer to the central legal problem discussed in the thesis.

## **RESULT AND DISCUSSION**

### **Legal Responsibility for False Statements in The Making of Notarial Deeds**

Forgery is a criminal act that involves falsifying or altering information in a document to make it appear legitimate when it is not. This act can harm not only the victim but also the perpetrator, especially if discovered. Under Indonesian law, forgery of documents is regulated in the Criminal Code (KUHP), specifically in Book II Chapter XII, from Articles 263 to 276. Article 263 lays out the general provision of document forgery, including anyone who intentionally falsifies a document with the intent of using it or having someone else use it as though it were genuine. If such use results in a loss, the offender may face up to six years in prison. The main elements in this article include both objective components—such as the act of falsifying or modifying a legitimate document—and subjective components like intent and the knowledge that the document will likely cause harm.

Article 264 strengthens the penalty for forgery when it involves more significant documents, such as public deeds, government-issued bonds, and financial instruments intended for public circulation. In these cases, the penalty may reach up to eight years of imprisonment. The provisions emphasize both objective elements (using falsified documents) and subjective ones (intent to cause damage). According to R. Soesilo, common methods of forgery include altering content, faking signatures, or affixing a false photo to an official document. These actions mislead authorities and the public into believing the document's authenticity, often leading to material or legal consequences. Notably, if a notary is involved in a case where forged documents are used or created, they too may be held criminally liable.

Another key provision is found in Article 266, which focuses on the act of inserting or ordering someone to insert false information into an authentic deed. This is particularly significant when the document in question must legally state the truth, such as a notarial act. If the falsified act causes or has the potential to cause harm, the individual may face up to seven years in prison. The article differentiates between the individual who initiates the false statement and the one who records it, stating that both can be held criminally responsible. Authentic deeds like those created by notaries serve as strong legal proof of agreements, and when they are manipulated for personal gain, they can disrupt legal processes and harm third parties, even if the harm has not yet materialized.

Additionally, the KUHP addresses various other specific types of forgery, including false medical certificates (Articles 267–268), falsified letters of character or competence (Articles 269–271), and forged ownership certificates issued by public authorities (Article 274). The law also criminalizes the possession of materials intended for forgery under Article 275. When a notarial deed is proven to contain fraudulent elements, it may lose its legal power. For example, it could be declared null and void, or downgraded from an authentic

deed to a private agreement under Article 1869 of the Indonesian Civil Code. This occurs when the public official is deemed unauthorized, incompetent, or when the deed has formal defects. Consequently, even though the deed may still reflect the parties' intentions, its legal standing is significantly diminished (Korassa, Mahendrawati, & Santika, 2022).

A notary holds an essential role in ensuring that the creation of authentic deeds complies with the law. According to Article 16 paragraph (1) of the Indonesian Notary Law (UUJN), one of the fundamental obligations of a notary is to read the contents of the deed in front of the appearing parties and at least two witnesses, and ensure it is signed at that same moment. When a notary fails to carry out this obligation, the legal standing of the deed may be jeopardized. In addition, Articles 16 paragraph (7) and (8) require that if the parties involved choose not to have the deed read aloud, the notary must include a specific statement confirming that the parties have read and understood the contents on their own. If this is not stated, the deed may be challenged. Violations of these articles can lead to the deed being downgraded from an authentic deed to a private document, as described in Article 1869 of the Indonesian Civil Code.

The principle of legal presumption of authenticity applies to notarial deeds, meaning they are presumed valid and legally binding unless proven otherwise. A notarial deed cannot be annulled simply based on suspicion—it requires a court ruling to revoke its legal force. Until such a verdict is reached, the deed continues to bind the parties involved. Article 84 of the UUJN provides a legal framework for this. If a notary violates obligations laid out in specific articles such as Article 16(1)(i) and (k), or Articles 41 through 52 and the violation causes the deed to lose its authenticity or renders it legally void, then any party who suffers loss has the right to claim compensation, interest, or reimbursement. Legal scholar Habib Adjie has further explained that a notary can be held responsible under both civil and administrative law, as stipulated in Articles 84 and 85 of the UUJN.

From a criminal law standpoint, the UUJN (Law No. 2 of 2014) does not explicitly outline criminal liability for notaries. Instead, if a notary commits a criminal act in the course of their professional duties, the provisions of the Indonesian Criminal Code (KUHP) apply. Unlike professions such as medicine, which have dedicated legal frameworks for criminal conduct, notarial duties rely on general criminal law. In some cases, a notary may engage in document forgery especially in the creation of *akta relaas* or official deeds drafted based on direct observation. If such falsification occurs as part of their official responsibilities, the notary may face criminal liability. This risk makes it crucial for notaries to perform their roles carefully and impartially, avoiding any actions that could result in legal consequences.

A notable example occurred in 2022 involving PT Wisnu Mandiri Batara. On June 2, 2021, Martinus Roga, a shareholder and commissioner of the company, discovered that his shares had been transferred to another party without his knowledge. The deed confirming the transfer was made by Notary Rima Anggriyani, SH., M.Kn, based on falsified documents, including forged signatures and identification. A forensic examination (Lab. 4399/DTF/XI/2021) confirmed that the signatures were fabricated. Additionally, the Department of Population and Civil Registration found inconsistencies in the ID cards used. As a result, Martinus Roga and another shareholder, Farida Safitri, suffered financial losses of IDR 400 million and IDR 600 million respectively. The perpetrator was charged under Article 263(1) of the KUHP and sentenced to two years and six months in prison. However, the notary involved was not held criminally, civilly, or administratively liable, as her role was limited to verifying the completeness not the authenticity of submitted documents. Still, a notary must remain diligent, read deeds aloud unless waived, and ensure all parties fully understand the legal implications of their actions to prevent disputes in the future (Sugandi, 2011).

One of the core elements of document forgery involves manipulating the content or

form of an official deed. This may include altering the content by either adding or removing certain parts, modifying or replacing sections of the deed, or even forging a signature within the document. These acts fall under the category of the objective element, as they involve a tangible action namely, the physical creation or falsification of a written instrument. Such manipulations are not merely clerical errors but intentional efforts that fundamentally change the legal meaning and implications of the document, often with the aim of misleading others or gaining unlawful advantage.

The legal provisions also describe that only individuals who have intentionally falsified or created forged documents can be held criminally liable. These individuals may include parties issuing legal rights, those incurring debts on behalf of others, entities that annul debts, or anyone who produces documents capable of serving as valid evidence. The crucial point is the intent to use, or instruct others to use, such forged documents as if they were genuine. If the forged document is used and results in actual harm or financial loss to another party, this becomes a significant factor in holding the forger criminally accountable. This constitutes the subjective element, as it relies on the forger's intention and purpose behind the act.

Further elaboration of the subjective element includes the deliberate intent to present or utilize a forged document under the guise of authenticity. The user may either directly benefit from the deception or instruct another party to use the document on their behalf. The harm caused by this misuse especially when another individual or institution is adversely affected is a necessary component in proving criminal liability. This damage does not need to be physical; financial, reputational, or legal setbacks suffered by the victim as a result of relying on a falsified document are sufficient to establish culpability. Thus, intention and the resulting impact together complete the picture of legal wrongdoing in these cases.

In civil terms, a notary can be held liable for damages including reimbursement of costs, compensation for losses, and interest if there is a legal relationship with the affected parties. When harm is directly caused by a notarial act, affected individuals are entitled to pursue legal remedies through civil litigation. Importantly, the evaluation is not based on the evidentiary strength of the notarial act but rather on Article 84 of the Notary Law (UUJN). If a court rules that the notarial act violates formal, material, or outward validity as stipulated in that article, and if the harmed party can demonstrate actual loss, the notary may be required to compensate. Even so, this responsibility stems from the legal connection between the notary and those who appeared before them, reaffirming the principle that a notary's accountability is not unlimited but tied to the parties directly involved in the act (Prayogo, 2016).

Unlawful acts are not limited to violations of written law alone but also extend to breaches of unwritten norms upheld within society, such as the principles of propriety and morality. As explained by civil law expert Rutten, legal liability for an unlawful act cannot arise without fault, which may be intentional or due to negligence. Both forms of fault carry the same legal consequences under Articles 1365 and 1366 of the Indonesian Civil Code, which affirm that any individual who causes harm, whether by deliberate action or carelessness, must compensate for the resulting losses. In civil law, two types of damages are recognized: material losses, which are tangible and measurable, and immaterial losses, which relate to non-economic harm or lost future benefits. The assessment of immaterial damages lies fully within the discretion of the judge, often leading to difficulties due to its subjective nature. Establishing liability further requires proving a causal link between the wrongful act and the harm suffered, where the damage must be a direct consequence of the unlawful conduct. Regarding the notary's responsibility under Law No. 2 of 2014 concerning the Notary Position (UUJN), administrative sanctions may be imposed in stages by the supervisory council, from verbal warnings to dismissal without honor, depending on the gravity of the breach as outlined in Article 85. A notary may be excluded from liability if the

defect in the deed stems from the fault of the parties involved, such as presenting false documents or identities. Nonetheless, as a public official, the notary is expected to act based on the documents provided during the drafting of an authentic deed. In criminal matters, liability must be assessed strictly under the UUJN to avoid misinterpretation between notaries and law enforcement. Criminal charges are applicable only when a notary's act clearly violates the formal, material, or structural requirements of a deed as stipulated in the UUJN and is recognized as a criminal act by the relevant legal authorities, including the Notary Supervisory Council. Legal protection is afforded to notaries, particularly regarding confidentiality obligations under Articles 4(2) and 16(1)(e) of the UUJN, unless otherwise mandated by law. Strengthening legal oversight through preventive monitoring and proportional sanctions is crucial in minimizing notaries' exposure to legal risks. Although criminal sanctions are not directly regulated within the UUJN, they may be imposed via ministerial decisions as an *ultimum remedium*, particularly when a notary is convicted of a crime related to their office or sentenced to at least five years in prison, as stipulated in the Ministerial Decree of 2003 on Notarial Practices, Article 21(2)(b). Should a notary be found guilty of document forgery or negligence resulting in false information within an authentic deed, criminal liability under Article 264 of the Criminal Code (KUHP) may be pursued. Additionally, under Article 55 KUHP, a notary may be held criminally accountable as an accomplice if their involvement demonstrates intent, awareness of cooperation with the principal offender, and a meaningful contribution to the unlawful act, regardless of the degree of influence exerted.

### **Application of the Theory of Error to Allegations of False Information Regarding Authentic Deeds Prepared by Notaries**

A notary, as a public official with the authority to draft authentic deeds upon the request of parties who appear before them, must consistently demonstrate fairness and impartiality in carrying out their duties. This obligation includes refraining from siding with any party involved in the legal act being formalized. In addition to maintaining neutrality, a notary is expected to apply a high level of caution in all aspects of their professional responsibilities. This carefulness is not only intended to safeguard the notary's own legal position but also to ensure that the legal documents they produce reflect the true intentions and legality of the agreements made by the parties.

The principle of caution holds significant importance in notarial work, as it serves as a preventive measure to avoid potential legal liabilities that may arise from errors or oversights whether committed knowingly or unknowingly. A notary who adheres to this principle is better protected from claims related to the authenticity, content, or consequences of the deed. Moreover, by acting with due care, notaries help instill public trust in their services. This is especially vital because clients rely on notaries to guarantee the legal certainty of documents in terms of their content, format, and outward appearance. When a notary upholds caution, clients are more likely to feel secure, knowing their legal interests are respected and protected.

Several articles in the Law on Notary Position (UUJN) outline the application of this prudence principle. Article 15 paragraph (2) letter (e) grants the notary the authority to provide legal advice to parties appearing before them. This article highlights that notaries must ensure the parties' intentions are in line with existing legal provisions before including them in a deed. Furthermore, Article 16 paragraph (1) of the same law states, "A notary must act with integrity, honesty, thoroughness, independence, impartiality, and with regard to the interests of all parties involved in a legal act." These provisions affirm that applying caution is part of the notary's legal obligation, especially when verifying that the deed complies with both formal legal requirements and the substance of the agreement (Adjie, 2022).

The boundaries of a notary's prudence are also shaped by the distinct roles between

the notary and the appearing parties. While the notary documents and legitimizes the legal act, it is the parties who are responsible for the truthfulness of the information and agreements they declare. The deed itself records the intentions of the parties and any legal consequences that may result. Nonetheless, even though the notary does not create the substance of the agreement, they must still ensure that the act is lawful, valid, and constructed under existing legal norms. In doing so, the notary fulfills their duty while staying within the limits of their authority and protecting themselves from potential misconduct claims (Kusuma, 2021).

A notary is expected to consistently apply the principle of caution when drafting authentic deeds to avoid ambiguity and protect themselves from potential legal consequences. Despite adhering to applicable regulations, notaries are sometimes still named as defendants or co-defendants by parties claiming they were harmed by the contents of a deed. These claims often argue that the notary was negligent or insufficiently thorough in carrying out their duties. It's important to recognize that an authentic deed created by a notary reflects the intentions of the appearing parties, and the notary is not responsible for originating the content of those statements, but rather for recording them lawfully and formally.

The Supreme Court of Indonesia has reinforced this principle in its jurisprudence. In Decision Number 702 K/Sip/1973 dated September 5, 1973, the Court stated, "The notary's function is merely to record or write what is desired and expressed by the parties appearing before the notary. The notary is under no obligation to investigate the substance of what the appearers declare." This means the notary's role is limited to ensuring that the deed is executed in a legally proper format, not to verify the truthfulness of the parties' statements. Still, some parties may challenge a deed by disputing the date, time, signatures, or other formal aspects, leading to lawsuits in civil court where the notary is named the sole defendant.

Criminal accusations against notaries arise due to misunderstandings between civil and criminal legal standards. Criminal law requires the establishment of material truth, which aims to uncover the factual circumstances of a case. Civil law, in contrast, relies on formal truth, which depends on the evidence presented unless successfully challenged by opposing parties. Misinterpretations by law enforcement or legal professionals can lead to notaries being accused of involvement in forgery under Article 264 of the Indonesian Criminal Code (KUHP), when in reality they were only responsible for the formal correctness of the deed. When the deed contains the intentions of parties that later turn out to be false or forged, accusations may also arise under Article 266 KUHP, which regulates the inclusion of false statements into authentic deeds.

In criminal proceedings, not every act that meets the elements of a crime results in punishment. According to Book I, Chapter III of the KUHP, there are legal grounds for eliminating or reducing criminal liability. These include objective elements related to the act itself, and subjective elements concerning the mental state of the perpetrator. Judges are granted authority to consider certain circumstances that might exempt the perpetrator from punishment. These reasons, called "*alasan penghapusan pidana*" or grounds for the elimination of punishment, are applicable when a defendant has technically committed a crime but should not be punished due to special legal conditions. This doctrine allows the judiciary to uphold justice while considering individual case factors (Amrullah & Septiana, 2021).

Criminal liability under Indonesian law can be lifted when the perpetrator cannot be held responsible due to mental incapacity. Article 44 paragraph (1) of the Indonesian Criminal Code states that someone cannot be punished if they committed an act while their cognitive ability was underdeveloped or disturbed due to a mental illness. Even though the act remains unlawful, the individual's internal capacity to understand and control their behavior is deemed insufficient. This inability to form intent causes the subjective element of criminal responsibility to be considered absent, meaning that no criminal penalty can be imposed.

Another condition that negates punishment is when an act is committed under force or coercion. Article 48 of the Criminal Code states, “Anyone who commits an act under the influence of force is not punishable.” Legally, coercion can be divided into *vis absoluta* (physical force) and *vis compulsiva* (psychological compulsion). *Vis absoluta* typically involves direct physical pressure, where the person has no freedom to act otherwise, while *vis compulsiva* involves intense mental or emotional pressure that leaves the individual with little or no real choice. In both forms, the element of voluntariness is missing, which renders the act unpunishable.

Legal justification is also available when someone acts in forced self-defense. According to Article 49 paragraph (1) of the Criminal Code, no punishment will be imposed on someone who defends themselves or others, including their honor or property, against an imminent unlawful attack. Self-defense (*noodweer*) is not merely an excuse but a legal justification for actions that would otherwise be criminal. However, to be valid, the defense must be immediate and proportional to the threat being faced. If the requirements outlined in the article are met, the act is legally permitted, and no criminal responsibility arises.

A separate provision addresses situations where self-defense exceeds its proper limits. Article 49 paragraph (2) stipulates that if the excess results directly from a state of emotional disturbance due to the attack, the defender shall not be punished. The legal doctrine recognizes three elements to justify this situation: the defense exceeds what is necessary, the defender experiences severe psychological shock, and the shock is directly caused by the attack itself. In addition, other grounds for the removal of criminal responsibility include carrying out actions under legal authority, as provided in Article 50, or acting under orders from superiors, whether lawful (Article 51(1)) or mistaken in good faith (Article 51(2)). These articles acknowledge that individuals acting under statutory duty or authorized command cannot be criminally punished if done without malicious intent (Ali, 2011).

## CONCLUSIONS

Based on the discussion above, it can be concluded that there are three types of legal responsibility that may apply to a notary when an authentic deed they have issued is later found to be involved in a criminal act such as forgery or a violation in the performance of their official duties. However, notaries cannot automatically be held liable, as the burden of proof lies with the parties who claim to be harmed, and such claims must be examined and decided in court. If a notary is found to have violated the applicable legal provisions either through negligence or intent then they are indeed accountable for their actions. Yet, there are situations in which a notary cannot be held responsible, especially when the fault lies with the parties who appeared before the notary. A notary cannot be required to verify the material truth of the statements or documents submitted, since they lack the authority or obligation to do so. Furthermore, under criminal law, there are specific legal justifications or excuses that can serve as grounds for eliminating a notary’s criminal liability, even if there is suspicion that legal provisions were breached in the course of their duties.

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