

## Juridical Analysis of the Position of the Notary Deed That Does Not Meet the Subjective Elements as a Condition for the Validity of the Agreement

Lita Ardita Putri Widyantoro<sup>\*)</sup>, Jawade Hafidz<sup>\*\*)</sup>, and Rizki Adi Pinandito<sup>\*\*\*)</sup>

<sup>\*)</sup> Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, E-mail: [litaapw@gmail.com](mailto:litaapw@gmail.com)

<sup>\*\*)</sup> Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, E-mail: [jawade@unissula.ac.id](mailto:jawade@unissula.ac.id)

<sup>\*\*\*)</sup> Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, E-mail: [rizkyadi@unissula.ac.id](mailto:rizkyadi@unissula.ac.id)

**Abstract.** *The deed throughout 2010 recorded that 12 housing certification cases had been handled by the Notary Supervisory Council, both central and regional. It is undeniable that certain individuals can do things that violate their professional code of ethics. In conducting this research, the author uses the research method used is normative juridical literature research, the sources of which can be obtained from library materials and document studies. The result of the research is that a deed that can be canceled remains valid and binding as long as there is no court decision that has permanent legal force that cancels the deed. Legal actions as outlined in a notarial deed can be canceled if they contain juridical defects caused by several things: inability to act and disagree or disagree in making them. It is different from a deed that can be canceled because in the process of making it it does not meet the subjective elements as stated in Article 1320 paragraphs (1) and (2) of the Civil Code. As legal subjects, humans cannot be separated from things called legal actions and what humans often do in carrying out their lives is making transactions. In conducting transactions, the parties cannot agree on an agreement. The agreement according to Article 1873 of the Civil Code is a follow-up agreement made in a separate deed that is contrary to the original deed, only providing evidence between the parties but does not apply to third parties with good intentions. Based on the legal requirements of the agreement in the form of a notarial deed, the two conditions for the validity of the agreement are not fulfilled, namely the existence of an agreement to bind oneself and a lawful cause. The legal consequences can be canceled or null and void by law.*

**Keywords:** Agreement; Deed; Elements; Legal.

## 1. Introduction

Currently in social life has experienced a fairly rapid development, with these increasingly advanced developments, the public's need for services from a Notary is increasingly needed.

Notary is a public official appointed by the Government to assist the general public in making agreements that exist or arise in the community. The need for these written agreements to be made before a notary is to guarantee legal certainty for the parties to the agreement. Agreements are used in various business relationships, activities in the fields of banking, land, social activities, and others, the need for written evidence in the form of authentic deeds is increasing in line with the growing demands for legal certainty in various economic and social relations, both at the national level, regionally, as well as globally. The final product notary is an authentic deed.

Authentic deeds as the strongest and most complete evidence have an important role in every legal relationship in people's lives. Once the function of the Notary deed is so important, therefore to avoid the invalidity of a deed, the Notary Institution is regulated in the Notary Position Regulations to be further written (PJN), which has now been replaced by Act No. 30 of 2004 concerning Notary Positions and hereinafter referred to as the Law on Notary Positions, which is abbreviated as UUJN.

A notary as a public official who is authorized to make an authentic deed can be held responsible for his actions in connection with his work in making the deed. The scope of the notary's responsibility includes the material truth of the deed he made.

As for how to distinguish it into 4, namely:

- The civil liability of the notary to the material truth of the deed made.
- The notary's criminal responsibility for the material truth of the deed made.
- The notary's responsibility based on the Notary Position Regulations on the material truth of the deed made.
- The responsibilities of a notary in carrying out his duties are based on a notary code of ethics.

Notaries as public officials are appointed by the government, and the government as a state organ appoints notaries not only for the benefit of the notary itself, but also for the benefit of the wider community. services provided by a notary are closely related to the issue of trust (trust between the parties) meaning the state.<sup>1</sup>

---

<sup>1</sup>Nurita, R.A. Emma. (2012). *Cyber Notary Pemahaman Awal dalam Konsep Pemikiran*, Bandung, PT. Refika Aditama, p., 2.

The notary world is a combination of theory and practice in an ideal level between theory and practice in line or sometimes not in line with each other, meaning that theory does not always support practice, the notary world must be built not only taken and developed by or from existing legal science, but also notaries. must be able to develop their own theories to support the implementation of the duties of a notary office and the experience that exists while carrying out the duties of a notary office.

The position of a notary is a very noble position, considering the role of a notary is very important for the traffic of people's lives, then the behavior and actions of a notary in carrying out his professional position must be in accordance with the code of ethics of a notary.

Notaries have a professional ethics where professional ethics are moral ethics that are specifically created for the good of the profession concerned, because each profession has its own identity, nature or characteristics and professional standards in accordance with the needs of their respective professions.<sup>2</sup>

Carrying out the authority of a notary in making a notarial deed must be in accordance with the provisions stipulated in UUJN, if it does not fulfill one or several of these elements, a notarial deed will result in the cancellation or cancellation of the notary deed. This shows how the notary is responsible in carrying out his authority and obligations. In reality, there are clear rogue notaries. But there are also notaries who are targets of extortion. In practice, many notaries make deviations or mistakes in making a notarial deed, whether it is due to the dishonesty of the notary himself or the parties facing him.

## **2. Research Methods**

In this study, the author uses the research method used is library research that is juridical normative, whose sources can be obtained from library materials and document studies. This study aims to obtain secondary data, which among others is carried out by collecting and studying books, official documents, research results in the form of reports, and so on.<sup>3</sup> However, if the researcher is still lacking, the researcher can conduct interviews with informants or informants to add information to this research.<sup>4</sup>

## **3. Results and Discussion**

### **3.1. Authorities and Responsibilities of a Notary Against a Notary Deed That Does Not Meet the Subjective Elements as a Condition for Validity of the Agreement**

The notary profession is a job with special expertise that requires broad knowledge and heavy responsibility to serve the public interest. The authority of a notary in making an authentic deed requested by the parties who appear before him, the notary must meet

---

<sup>2</sup>Ibid.

<sup>3</sup>Soekamto, Soejono. (1986). *Pengantar Penelitian Hukum*, Jakarta, UI Press, p.12.

<sup>4</sup>Mamuji, Sri et, al., (2005). *Metode Penelitian dan Penulisan Hukum, cet. 1*, Jakarta, Badan Penerbitan Fakultas Hukum Universitas Indonesia. p, 22.

4 (four) elements, namely:<sup>5</sup> Elements of Truth, Elements of Validity, Elements of Completeness, and Elements of Clarity.

The authority of a notary as a public official who makes an authentic deed which can only be carried out in the area or area that is determined for him and only within that area or jurisdiction, a notary is authorized based on Article 18 of Act No. 2 of 2014 concerning Amendments to Act No. 30 of 2004 concerning the Position of a Notary. If a notary makes a deed outside his jurisdiction, then the deed is invalid. The notary's authority includes 4 (four) things, namely:

- The notary is authorized as far as the deed he made. Authority to make authentic deeds in the field of civil law as long as it is not the authority of other public officials and is not authorized to make authentic deeds in the field of public law.
- A notary is authorized as long as it concerns the people for whom the deed was made. Notaries are not authorized to make deeds for the benefit of everyone as stated in Article 52 of Act No. 2 of 2014 concerning Amendments to Act No. 30 of 2004 concerning Notary Positions.
- A notary is authorized as long as the place where the deed was made is in accordance with Article 19 of Act No. 2 of 2014 concerning Amendments to Act No. 30 of 2004 concerning the Position of a Notary and is not authorized to make a deed outside his domicile.
- The notary is authorized at the time of making the deed. The notary may not make a deed while the notary is still on leave or fired from his position and may not make a deed while the notary is in office.<sup>6</sup>

The authority of a notary is regulated in the Law on Notary Positions which is divided into 4 (four) namely:

- General Authority

Article 15 paragraph (1) of the UUJN confirms that one of the powers of a notary is to make a deed in general, this can be referred to as the general authority of a notary with limitations as long as:

- No exception to other officials who have been stipulated by law,
- Regarding the deed that must be made, it is an authentic deed regarding all actions, agreements and provisions required by law to be made or desired by the person concerned.
- Regarding the subject (person or legal entity for whose interest a deed is made or desired by the interested party).

Based on UUJN Article 15 paragraph (1) that the authority of a notary is to make a deed not to make a letter like a letter in general or to make other letters. There are several authentic deeds which are the authority of a notary and also the authority of other officials or agencies, namely:

- Deed of recognition of children out of wedlock (Article 281 of the Civil Code)

---

<sup>5</sup>Ngadino. (2019). *Tugas dan Tanggung Jawab Jabatan Notaris di Indonesia*. Semarang: UPT Penerbit Universitas PGRI Semarang Press, p 8.

<sup>6</sup>Abdul Ghofur Anshori, Op., Cit., p. 17.

- Deed of minutes of negligence of mortgage depository officials (Article 1227 of the Civil Code)
- Deed of minutes of offers for cash and consignment payments (Articles 1405 and 1406 of the Civil Code)
- Protest deed of money orders and checks
- The power of attorney imposes Mortgage Rights (Article 15 paragraph (1) of Law No. 4 of 1996).
- Make a deed of auction minutes
- Special Authority

Article 15 paragraph (2) of the UUJN regulates the special authority of a notary to carry out certain legal actions as follows:

- Validate the signature and determine the certainty of the date of the letter under the hand by registering it in a special book.
- Recording letters under the hand by registering them in a special book
- Make original copies of the letters under the hand in the form of copies that make a description as written and described in the letter in question
- Validate the compatibility between the photocopy and the original letter.
- Provide legal counseling in connection with the making of the deed
- Make a deed related to land
- Make a deed of auction minutes

Another special authority is to make the deed in original form, namely the deed:

- Payment of rent, interest and pension
- Cash payment offer
- Protest against non-payment or non-receipt of securities
- power of attorney
- Ownership Description
- Other deeds based on laws and regulations
- Notary Authority to be determined later

Article 15 paragraph (3) of the UUJN, a notary has other authorities regulated in the legislation in relation to such authority, if a notary acts outside the specified authority, the notary deed is not legally binding or cannot be carried out. Meanwhile, parties who feel that they have been harmed by the notary's actions can be sued in a civil manner to the district court. The authority of a notary that will be determined later is the authority that will appear and be determined based on the laws and regulations.<sup>7</sup>

- Authority of Notary to Make Deed Related to Land

Article 15 paragraph (2) letter f UUJN gives the authority of a notary to make a deed related to land. There are 3 interpretations of the article, namely:

- The notary has taken over all the authority of the PPAT to become the authority of the notary or has added the authority of the notary
- The land sector becomes the authority of a notary
- There is still no takeover from PPAT or return of authority to a notary, both PPAT and notary have their own authority.

---

<sup>7</sup>Sulihandari, Hartanti and Nisya Rifani, (2013). *Prinsip-Prinsip Dasar Profesi Notaris*. Jakarta Timur, Dunia Cerdas, p.98.

The existence of PPAT is confirmed in Article 1 point 24 of Government Regulation Number 24 of 1997 concerning Land Registration that the Land Deed Maker Official as referred to as PPAT is a General Official who is authorized to make certain land deeds.

Besides being authorized to make the eight types of deed. PPAT is also authorized to make an Agreement concerning Ownership of Residential Houses or Occupancy by Foreigners domiciled in Indonesia based on Article 3 paragraph (22) of Regulation Number 41 of 1996 concerning Ownership of Residential or Occupant Houses by Foreigners domiciled in Indonesia.<sup>8</sup>

Based on UUJN, it is regulated that when a notary in carrying out his position is proven to have committed a violation, the notary must be responsible by being subject to sanctions or being sanctioned in the form of civil sanctions, administrative sanctions, criminal sanctions, code of ethics for the position of a notary or a combination of witnesses. These sanctions have been regulated in such a way that they were previously regulated in the Notary Position Regulations (PJM) and now the UUJN and the Code of Ethics for Notary Positions. In practice, it is found that a legal action or legal violation committed by a notary can actually be subject to administrative or civil sanctions or a code of ethics for office, but is later withdrawn or qualified as a crime committed by a notary.

The first condition for taking action against a disgraceful act is that there is a provision in the law that formulates the disgraceful act giving sanctions against it. Law in the material sense means regulations made by authorized government agencies that are generally applicable and binding on the population. While the law in the formal sense means the law is made based on the way that has been determined in the law in the formal sense.

An perpetrator of an unlawful act (with an element of negligence), in order to be legally responsible for that person, there must be an obligation (duty) namely the obligation of prudence which is to act carefully (duty of care) towards others, and the precautionary obligation is violated so that the act of negligence appears. It is explained in Article 1365 of the Civil Code that regulates unlawful acts which read: "every unlawful act that brings harm to another person obliges the person who because of his mistake published the loss to compensate for the loss".

The elements contained in Article 1365 of the Civil Code regarding Unlawful Acts are as follows:

---

<sup>8</sup>Adjie, Habib. (2018). *Hukum Notaris Indonesia Tafsir Tematik Terhadap UUJN 2004*, Bandung, PT. Refika Aditama. p.85.

- There is an action
- This act is against the law
- There is an error on the part of the perpetrator
- There is a loss for the victim
- There is a causal relationship between the act and the loss

The unlawful act in Article 1365 of the Civil Code provides an explanation that the perpetrator does not have to be active in doing so, including the passive act of the person can also be said to be an act against the law. That with the passiveness or silence of the person even though the person is aware and can suspect and prevent the occurrence of unlawful acts, thus that person also commits an unlawful act.

If there is a notarial deed that can be canceled then there must be responsibilities carried out by the notary such as:

- Civil Notary Responsibilities

A notarial deed cannot be assessed or declared directly unilaterally to have the power of proof as a private deed or null and void by the parties whose names are in the deed or by other people with an interest in the deed. A notarial deed has the power of proof as an underhand deed or is null and void because it violates certain provisions stated in Article 84 of the UUJN.

If the court decides that the deed has the power of proof as an underhand deed or is null and void, the notary can be sued for compensation and interest on the court's decision. Likewise, if it turns out that the lawsuit is not proven or rejected, it is possible for the notary concerned to file a lawsuit against them or the party who has sued it. This is an effort to maintain the rights and obligations of a notary in carrying out his duties related to the deed made before or by a notary.<sup>9</sup>

UUJN clearly regulates the responsibilities of a notary in a civil manner as regulated in Article 84 of the UUJN which reads:

"Actions of violations committed by a notary against the provisions as referred to in Article 16 paragraph (1) letter i, Article 16 paragraph (1) letter k, Article 41, Article 44, Article 48, Article 49, Article 50, Article 51, or Article 52 which results in a deed only having the power of proof as an underhand deed or a deed being null and void by law can be a reason for the party suffering losses to demand reimbursement of costs, compensation and interest from a notary.

Articles in the Law on Notary Positions contain provisions for sanctions in Article 84 and Article 85 of the Law on Notary Positions which state that parties who suffer losses can according to reimbursement of costs, compensation to a notary. Article 84 and Article 85 of the Notary PJN Law may be subject to sanctions in the form of:

---

<sup>9</sup>Habib Adjie, Op. Cit., p. 225.



- verbal reprimand
- Written warning
- Temporary stop
- Respectful stop
- Disrespectful stop<sup>10</sup>
- Criminal Liability

The largest part of criminal responsibility is regulated in the Criminal Code (KUHP), namely in book II title XXVIII Article regarding office crimes and book III title VIII Article 552-559 regarding office violations. Violation of this position does not mean a violation of the rules of office, but some of the criminal acts mentioned in the Criminal Code.

- Responsibilities to the Code of Ethics

That a notary who performs his profession must behave professionally, have a good personality who upholds the dignity of the notary's honor and is obliged to respect colleagues and protect and defend the honor of the good name of the corps or organization. As a notary profession he is responsible for the profession carried out in this case the professional code of ethics.<sup>11</sup>

- Moral Responsibility

A notary must obey the Republic of Indonesia and its Constitution, respect the magistrates of court judges and other dignitaries, carry out his office honestly, thoroughly and impartially, observe carefully all regulations for the position of a notary that are currently in effect or which will be held, keep secret as closely as possible the contents of the deed are in accordance with the provisions of the regulations, to obtain direct or indirect appointments under any name or reason, never give or promise anything to anyone so that it is in the responsibility of the community.<sup>12</sup>

- Administrative Responsibilities

There is a very strong correlation between UUJN and its Code of Professional Ethics. His Professional Code of Ethics regulates notaries internally and UUJN regulates externally. Notaries in carrying out their duties must do the following:<sup>13</sup>

- Notaries are required to make the deed properly and correctly, meaning that the deed made fulfills the general will and requests of interested parties because of their position.
- Notaries are required to produce a quality deed. This means that the deed is made in accordance with the rule of law and the will of the interested parties in the real sense, not making it up. The notary must explain to interested parties the truth of the contents and procedures of the deed he made. And the deed has a positive impact so that anyone will admit that the deed has perfect evidentiary power.

---

<sup>10</sup>Article 84 and Article 85 of the Law on Notary Positions

<sup>11</sup>Widyadharma, Ignatius Ridwan. (1994). *Hukum Profesi Tentang Profesi Hukum* Semarang: CV. Ananta. p. 133-134

<sup>12</sup>Tobing, G.H.S. Lumban. (1982). *Peraturan Jabatan Notaris*. Jakarta: Erlangga. p., 237-238

<sup>13</sup>Anshori, Abdul Ghofur. (2009). *Lembaga Kenotariatan Indonesia, Perspektif Hukum dan Etika*, Yogyakarta : UII Press. p 49



### **3.2. The position of the Notary Deed that does not meet the subjective elements as a condition for the validity of the agreement**

- Notary Deed According to Legislation

There are several things that can be used as the basis for building a notarial deed structure, including:

- The background that will be agreed
- Identification of the parties (legal subjects)
- Identify the object to be agreed
- Making a deed outline
- Formulate the substance of the deed:
  - Position of the parties
  - Legal restrictions
  - Things that are limited in their implementation
  - Choice of law and choice of court
  - Dispute settlement clause
  - Relation to other deeds (if any)

Compiling a notary deed must have a systematic flow, for that a notary deed has its own anatomy, meaning that it has its own part and name that cannot be separated from the other parts.

The form of the deed made before or by a notary has been determined in Article 38 of the UUJN which consists of:

- Each notarial deed consists of:
  - The beginning of the deed or the head of the deed
  - Deed body
  - End or closing of the deed
- The beginning of the deed or the head of the deed contains:
  - title of deed
  - Deed number
  - Hour, day, date, month and year
  - Full name and domicile of the notary
- The body of the deed contains:
  - Full name, place and date of birth, nationality, occupation, position, position, residence of the appearers and/or the person they represent
  - Information regarding the position to act against
  - The contents of the deed are the will and wishes of the interested parties
  - The full name, date of birth, as well as the occupation, position, position, and place of residence of each identifying witness.
- The end or closing of the deed contains:
  - A description of the reading of the deed as referred to in Article 16 paragraph (1) letter I or Article 16 paragraph (7)
  - Description of the signer and the place of signing or translation of the deed, if any

- Full name, place of domicile and date of birth, occupation, position, position and place of residence of each witness to the deed
- A description of the absence of changes that occurred in the making of the deed or a description of any changes that could be in the form of additions, deletions or replacements.
- Cancelable Notary Deed

Can be canceled is a sanction against a legal action that contains a juridical defect (cause of cancellation) in the form of cancellation of a legal act at the wish of a certain party and the legal consequences of the cancellation, namely that the legal act has no legal consequences since the cancellation, and the cancellation or ratification of the legal act depends on certain parties, which causes the legal action to be canceled or legalized. Deeds whose sanctions can be canceled remain valid and binding as long as there is no court decision that has permanent legal force that cancels the deed. Legal actions as outlined in a notarial deed can be canceled if they contain juridical defects caused by several things, namely relative incompetence and defects of will.

- Notary Deed Canceled By Law

Cancel by law is a civil sanction for a legal action that contains a juridical defect in the form of a legal action that has no legal consequences since the occurrence of the legal action or is retroactive or the legal action has become invalid since the deed was signed and the legal action mentioned in the deed is considered invalid. ever happened. In the event that the event is null and void, then between the parties there is no longer the right to sue each other before the court, because the engagement has failed from the start or did not occur from the start. Legal acts as outlined in a notarial deed can be null and void if they contain juridical defects.

The notarial deed that is null and void is influenced by several factors, this is because the deed was made in violation and is not fulfilled:

- The outward element of an authentic deed (Uitwendige Bewijskracht)
- Formal elements of authentic deed (Formale Bewijskracht)
- Material elements (Materiele Bewijskracht)
- Elements of Article 1320 paragraph 3 of the Civil Code regarding a certain matter (Een onderwerp)
- Elements of Article 1320 paragraph 4 of the Civil Code concerning permissible causes (Een geoorlofde oorzaak).

The notarial deed must be made in the form that has been determined by Act No. 30 of 2004 Jo. Act No. 2 of 2014 concerning the Position of a Notary. this is due to the character of a notarial deed. Even though there is an inaccuracy in Article 38 paragraph 3 with the UUJN which has placed subjective and objective

requirements as part of the deed body, the framework of a notary deed must replace the subjective and objective requirements of a notary deed in accordance with the meaning of an agreement can be canceled and canceled for the sake of law.<sup>14</sup>

- Due to Cancellation of Notary Deed
  - Retroactively (ex tunc)

In accordance with the provisions of Article 1266 of the KUPer with the fulfillment of the void conditions, the engagement is terminated and the situation must be returned to its original condition at the time of the engagement (when the agreement is closed). After the engagement is cancelled, everything will be returned to its original state or retroactively (ex tunc).

- Partial Cancellation

Cancellation of the deed will result in the entire agreement being canceled. Cancellation of a partial agreement deed or fragmental cancellation can be done if part of the legal action (agreement) does not involve the essentialia that the canceled act is not directly related to other parts of the legal action. Partial cancellation can occur if in an agreement there are several clauses and one of the clauses is invalid without disturbing the agreement as a whole.

- Ratification or determination and strengthening

Acts that can be canceled or there are defects that do not result in null and void can still be legalized as regulated in the provisions of Article 1892 of the Criminal Code. According to the article, the determination (bevesting) or strengthening (bekactinging) can be carried out by (deed) of planning or (deed of) strengthening in the form required by law. Such a deed results in the loss or waiver of the right to annul a legal action that could have been brought forward without prejudice to the rights of a third party.

The term cancellation is active, meaning that even though the conditions of the agreement have been fulfilled, the parties involved in the agreement wish that the agreement made is no longer binding itself for certain reasons, either on the basis of an agreement or by submitting a cancellation to a general court, for example, the parties have agreed. to cancel a deed that has been made or it is

---

<sup>14</sup>Darus, M. Luthfan Hadi. (2017). *Hukum Notariat dan Tanggungjawab Jabatan Notaris*, Yogyakarta, UII Press. p, 104

known that there are unfulfilled formal aspects of the deed that were not known beforehand, and the parties wish to cancel it.<sup>15</sup>

Subjective requirements are listed at the beginning of the deed. The first subjective condition element is an agreement, free from the parties who promise or without pressure and intervention from any party but solely on the wishes of the parties who promise. The second subjective requirement element is the ability to take action on the part of the promised party. The ability to take a legal action by the parties in the deed which will have certain legal consequences if it does not meet the specified requirements. This relates to the legal subject that will act in the deed.<sup>16</sup>In the correct level of notarial law regarding notary deed and notary if a notarial deed is disputed by the parties then:

- The parties come back to the notary to make the word cancellation of the deed, thus the canceled deed is no longer binding on the parties and the parties bear all the consequences of the cancellation.
- If the parties do not agree that the deed in question is to be canceled, one of the parties can sue the other party with a lawsuit to degrade the notary deed into an underhand deed. After being relegated, the judge examining the lawsuit can provide a separate interpretation of the notarial deed that has been degraded, whether it remains binding on the parties or is cancelled. This depends on the evidence and judge's judgment.

If in another position, namely one of the parties feels disadvantaged from the deed made by a notary, then the party who feels aggrieved can file a lawsuit in the form of a claim for compensation to the notary concerned with the plaintiff's obligations, namely in the lawsuit it must be proven that the loss is a direct result of the deed. Notary Public. in both positions, the plaintiff must be able to prove what the notary deed violated from the external, formal and material aspects of the notarial deed.

#### **4. Conclusion**

Notaries in carrying out their positions can make mistakes in the process of making an authentic deed, as a result of that error the notary must be responsible in this case civilly responsible if the parties are harmed by the notary's actions. The first condition for taking action against a disgraceful act is the existence of a provision in the law that provides sanctions against it. In contract law there are certain legal consequences if the subjective and objective conditions are not met. As explained in the previous chapter, the legal requirements of an agreement according to Article 1320 of the Civil Code are as

---

<sup>15</sup>Adjie, Habib. (2013). *Kebatalan dan Pembatalan Akta Notaris*, PT. Refika Aditama, Bandung, p.67

<sup>16</sup>Ibid

follows: a) Agree with those who bind themselves; b) The ability to make an engagement; c) A certain matter; Can be canceled as a result of the legal action that has been carried out has no legal consequences since the occurrence of the cancellation and where the cancellation or ratification of the legal action depends on the particular party causing the legal action to be canceled. Deeds whose sanctions can be canceled remain valid and binding as long as there is no court decision that has permanent legal force that cancels the deed.

## 5. References

### Books:

- [1] Adjie, Habib. (2013). *Kebatalan dan Pembatalan Akta Notaris*, PT. Refika Aditama, Bandung,
- [2] Adjie, Habib. (2018). *Hukum Notaris Indonesia Tafsir Tematik Terhadap UUJN 2004*, Bandung, PT. Refika Aditama.
- [3] Adjie, Habib. (tt). *Karakter Yuridis Akta Notaris \_Indoneisa Notary Community.htm*
- [4] Anshori, Abdul Ghofur. (2009). *Lembaga Kenotariatan Indonesia, Perspektif Hukum dan Etika*, Yogyakarta : UII Press.
- [5] Darus, M. Luthfan Hadi. (2017). *Hukum Notariat dan Tanggungjawab Jabatan Notaris*, Yogyakarta, UII Press.
- [6] Mamuji, Sri et, al., (2005). *Metode Penelitian dan Penulisan Hukum, cet. 1*, Jakarta, Badan Penerbitan Fakultas Hukum Universitas Indonesia.
- [7] Ngadino. (2019). *Tugas dan Tanggung Jawab Jabatan Notaris di Indonesia*. Semarang: UPT Penerbit Universitas PGRI Semarang Press
- [8] Nurita, R.A. Emma. (2012). *Cyber Notary Pemahaman Awal dalam Konsep Pemikiran*, (Bandung, PT. Refika Aditama
- [9] Soekamto, Soejono. (1986). *Pengantar Penelitian Hukum*, Jakarta, UI Press,
- [10] Sulihandari, Hartanti and Nisya Rifani, (2013). *Prinsip-Prinsip Dasar Profesi Notaris*. Jakarta Timur, Dunia Cerdas,
- [11] Tobing, G.H.S. Lumban. (1982). *Peraturan Jabatan Notaris*. Jakarta: Erlangga.

- [12] Widyadharna, Ignatius Ridwan. (1994). *Hukum Profesi Tentang Profesi Hukum Semarang*: CV. Ananta.

**Regulation:**

- [1] 1945 Constitution.
- [2] Act No. 30 of 2004 concerning the Position of a Notary
- [3] Civil Code / BW (Burgerlijke Wetboek)
- [4] *Staatblad* 1860 Number 3 concerning Regulations on Notary Positions in Indonesia