



## Legal Certainty in the Cooperation Agreement of Transportation Business Legalized by Notary Public

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### **Abstract**

Terms of operation of public passenger transportation business in Indonesia is a company in the form of a legal entity. That is as the provisions of Article 139 paragraph (3) of Law No. 22 of 2009 concerning Traffic and Transportation. This has a juridical kosekuensi for individuals who provide public transportation services must join a transportation company incorporated in the law and reverse the name on the motor vehicle of his own to be in the name of a company incorporated, as if the vehicle belongs to the company. This study aims to analyze the achievement of legal certainty over the rights of motor vehicle owners in the cooperation agreement of transportation. The research method used is normative juridical and empirical juridical research methods, using statute approach, case approach and sociological approach the results show that the agreement under the hand can be denied by the signer. The agreement under the hands registered to the notary will be strong in its evidentiary value if no party disputes the truthfulness of the agreement. Notary public who make the deed can be held accountable for the contents of the agreement if in the making before the notary, but if the letter is made not before the notary, the notary can only provide information in accordance with procedural and capacity authorized to register the agreement under the hands.

**Keywords:** *Agreement under Hand; Legalization; Notary Public; Agreemen Carriage*

### **Introduction**

Indonesia is a country that is experiencing economic and business development. Such developments occur in various fields including the transportation business. "Transportation is a series of activities of transferring passengers or goods from a place of loading (embarkation) to the destination (debarkasi) as a place of drop of passengers or unloading of cargo. This series of transfer events includes the activity of loading passengers or goods into a transport, carrying passengers or goods to the destination, and unloading passengers or unloading goods at the destination".

The concept of transportation relates to three aspects, namely transportation as a business, transportation as an agreement, and Transportation as an applicationing process "Carriage as an agreement is always preceded by an agreement between the carrier and the passenger or sender. The agreement basically contains the obligations and rights of the carrier and passengers or shippers. In its

development, agreements in the carriage of passengers are also carried out between the transport company and the owner of the vehicle.

People who understand the importance of making a document as a tool of evidence so that the agreements are made in the form of writing, which will be presented as evidence.<sup>1</sup> In the case of proof of proof of letter can be in the form of ordinary letters and deed. This act can be divided into two, namely authentic deed and deed under hand.<sup>2</sup>

Legalization is done to prove that the documents made by the parties were actually signed by the parties who made it. Therefore it is necessary for the testimony of a Public Official authorized to do so in which case it is a Notary Public to witness the signing on the same date as the time of signing. therefore legalization is the ratification of documents before the notary by proving the correctness of the signatures of the parties and the date of the agreement.<sup>3</sup>

Article 15 Paragraph (2) of Law No. 2 of 2014 concerning amendments to Law No. 30 of 2004 concerning Notarial Positions stating that in addition to the authority as referred to in paragraph (1) Notaries are also authorized to:

- a. ratify the signature and establish the certainty of the date of the letter under the hand by registering in a special book;
- b. book a letter under the hand by registering in a special book;
- c. make a copy of the original letter under the hand in the form of a copy containing the description as written and described in the letter in question;
- d. confirm the match of the photocopy with the original letter;
- e. provide legal counseling in connection with the creation of the Act;
- f. make a Deed relating to land; or
- g. make a Deed of minutes of auction.

The above provisions explain that "the notary guarantees the certainty of the date of the letter under the hand and the certainty of the signature of the parties in the letter which is usually called Legalization".<sup>4</sup> With regard to the letter under the legalized hand, the notary's responsibilities are:

- a. "the responsibility for the correctness of the identity of the parties, whether it is properly capable of performing legal acts, ensuring that it is true that the parties are indeed authorized to sign the letter under the hand;
- b. responsibility for the contents of the letter under the hand, the notary asks if the true contents of the letter under the hand is the will of the parties and without coercion, ensuring that there is no legal action in the content of the letter that is contrary to the laws and regulations;

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<sup>1</sup> I Ketut Tjukup, "Akta Notaris Sebagai Alat Bukti dalam Peristiwa Hukum Perdata", *Jurnal Hukum Acta Comitatus* 2016 Vol 2, hlm.183.

<sup>2</sup> Dedy Pramono, "Kekuatan Pembuktian Akta Yang Dibuat Oleh Notaris selaku Pejabat Umum Menurut Hukum Acara Perdata Indonesia", *Lex Jurnalica Volume 12 Nomor 3*, Desember 2015, hlm.250

<sup>3</sup> Siti Arini Umbas, "Kedudukan Akta dibawah Tangan yang Telah di Legalisasi Notaris dalam Pembuktian di Pengadilan", *Jurnal Lex Crimen Vol. VI/No. 1/Jan-Feb/2017*, hlm 81

<sup>4</sup> Rosa Lianda Islami, Dahlan, Suhaimi, "Penggunaan Akta Kuasa Menjual Sebagai Jaminan Pelunasan Utang Peralihan Kepemilikan Hak Milik Atas Tanah", *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)*, Vol. 9 No. 4 Desember 2020, hlm. 842.

- c. responsibility for the correctness of the signatures of the parties signed before him;
- d. responsibility for the correctness of the date made on the day of signing the letter under the hand, which is then recorded to the legalization list book".

One of the deed legalized by a notary public relates to the carriage agreement. In the provisions of the transportation permit Article 1 number (21) law No. 22 of 2009 concerning Traffic and Road Force that obliges every owner of public transportation incorporated. Since this provision was enacted, the owners of public transportation re-register the transportation route permit no longer on behalf of individuals but on behalf of legal entities.

When the passenger's transportation permit is registered in the name of a legal entity, then the owner of the vehicle must reverse the name on BPKB (Buku Pemilik kendaraan Bermotor) and STNK (Surat Tanda Nomor Kendaraan) from the individual to the name of the legal entity. It is further stipulated in the carriage agreement between the owner of the vehicle and the incorporated transportation company.

This can cause legal uncertainty for vehicle owners when BPKB and their vehicle registrations are reversed on behalf of legal entities, so that legally they are no longer the owners of such vehicles. Furthermore, the provisions on the name behind BPKB and STNK are stipulated in an agreement, so that the agreement made by the parties can be a perfect proof tool, then legalization (ratification) is carried out on the authorized officials.

In relation to the name-turning clause stipulated in the agreement, the owner of the vehicle certainly does not wholeheartedly agree on it even though it is done to obtain a route permit for the vehicle. On the other hand, one of the principles that applies in the law of the covenant is the principle of freedom of contract. Under the principle of freedom of contract, the parties are free to make or not make agreements, as well as the freedom to self-regulate the promised clauses.

From these provisions, the parties have the freedom to determine the clauses and objects promised, while in the transport agreement governing the return of BPKB and STNK from individual property to the property of a legal entity is certainly contrary to the principle of freedom of contract, considering the owner of the vehicle does not wholeheartedly agree to the provision.

When the agreement under the hand that governs the return of the name BPKB and STNK motor vehicle is legalized to the Notary as an authorized official, then a problem arises related to the legality of the notarial deed that ratifies the agreement given that the agreement made by the parties is contrary to the principle of freedom of contract.

In practice, the legalization of under-hand agreements governing the reverse of the name BKPB and STNK is carried out between the transport company and the owner of the vehicle. In the agreement shall be stipulated the rights and obligations between both parties and the first party vehicle is operated under the name and permission of the second party with the name behind stnk and BPKB on behalf of the transport company. In the agreement it is also stipulated that the vehicle belonging to the First Party is operated using the name and license of the route belonging to the Second Party. The agreement also stipulated that all consequences arising in this Agreement the Parties have chosen a common and permanent and unchanging legal position (domicile) in the Clerk's Office of the District Court.

Notarial deed can be distinguished in two forms, namely deed made by notary or official deed (ambtelijke akten), and deed made before notary public or akta partij (partij akten). In the deed the notary explains or testifies in his position as a public official of what he sees, witnessed, and experiences about the agreements made between the parties.

One of the growing discourses concerning the legalization of deed under the hands of a notary public is the evidentiary power of the deed under the hands of the legalized. Basically, a deed has three evidentiary powers, namely the power of outward proof (uitwendige bewijskracht), the power of formal proof (formele bewijskracht), and the power of material proof (materiele bewijskracht) (Victor Situmorang, 1991).

Agreements under the notarized hand have a different evidentiary power to an authentic deed, because the signature contained in the contract under that hand can be denied by the signer. A contract under the hands registered to a notary public will be a strong evidentiary value if no party disputes the truth of the contract. Notary public who make the deed can be held accountable for the contents of the letter if in the making before the notary, but if the letter is made not before the notary, the notary can only provide information in accordance with procedural and capacity authorized to register the letter of agreement under the hands.

### ***Research Method***

The research method used is normative and empirical juridical research method, using statute approach, case approach and sociological approach. The data used is primary data and secondary data. The materials used are primary legal materials, secondary legal materials, and tertiary legal materials. The primary data was obtained through interviews and field studies. While secondary data is obtained through the study of documents and literature.

### ***Result and Discussion***

#### **Reasons for the Parties to Ratify the Deed under The Notary's Hand**

Deed is a letter made before the authorized official to make it and become a tool of evidence of legal relationship for the parties in the scope of civil law. In general, the deed is divided into two, namely authentic deed and deed under hand. Authentic deed according to the provisions of Article 1868 of the Civil Code (KUHPperdata) namely "An authentic deed is a deed that in the form specified by law, made by or in the presence of public officials in power therein in the place where the deed is made".

The deed under the hand is a deed made and signed by the parties who agree in the agreement or between the interested parties only. According to Sudikno Mertokusumo, "the deed under hand is a deed deliberately made for proof by the parties without the help of an official solely made between interested parties".

In the context of the cooperation of transportation business between the transport company and the owner of the vehicle, often the agreement between the two parties is stipulated in the deed under the hands. In the contract of cooperation of transportation business in Aceh made in the form of deed under hand based on several reasons including<sup>5</sup>:

- a. The process of making a deed is fast because it does not involve authorized officials;
- b. Discussion of the contents of the agreement involves only the owner of the vehicle and the transport company as the parties;
- c. Needs as administrative prerequisites in the contract of carriage cooperation;

These reasons are based on the parties regulating the contract of cooperation of carriage in the deed under the hands. In its development, the parties feel that the deed under the hand that becomes a proof of agreement between them needs to be strengthened by legalizing to notary public.

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<sup>5</sup> Perusahaan Pengangkutan, Hasil Wawancara, 24 Oktober 2020

On the other hand, if a deed under the hands is not legalized to a notary public, then according to Article 1880 of the Civil Code which states that the deed under the hands that is not legalized by a notary or other official appointed by or based on the law, then the date has no power against third parties (derden) unless:

- a. Since the day of legalization in question and in the law;
- b. From the day of death of the relevant signing either all or one of them;
- c. From the day it is proven about the existence of deed under the hand of the deed made by the public officer;
- d. Since the new recognition of the deed under the hand in writing by a third party against the deed is used.

The provision is a juridical reason that requires the parties to legalize the deed under the hands. In a legal relationship there are certainly risks that will be faced where such risks can change the circumstances that have been stipulated in an agreement. In order for the parties to comply with and acknowledge the agreed clause, the position of the agreement stipulated in a deed under the hands needs to be strengthened by legalization, so that the parties cannot deny the agreed clause.

In connection with the legalization of deed under hand, Article 56 paragraph (3) of the Law of notary public stated that "Letters under the hands of authorized or legalized, letters under the registered hand and matching copies by Notary Public must be given teraan stamp / stamp as well as paraph and notary signature". Based on the provision, notary in legalizing the deed under the hands of stamping on the deed. However, before affixing the stamp, the notary gives the number and date on which the number is recorded in the book (deed list) then given the words and signed by the notary. That is as the provisions of Article 1874 of the Civil Code which stated that there are several things that must be fulfilled in legalizing the deed under the hands, namely as follows:

- a. The signing of the deed (the parties) is known or introduced to the Notary Public;
- b. Before the deed is signed by the facers, the Notary must first read its contents;
- c. The deed is signed by the face-to-face notary and put their thumbprint;
- d. Notary affixes signature, date and includes information in a special book.

According to De Buryn in Tang Tong Kie "there are several conditions a deed can be legalized namely Notary Know the person who put the signature of the deed has been explained and explained (Voorhound) to the person The parties put his signature in front of the Notary"(Tang Tong Kie, 2000). In the next provision of Article 57 of the Law of notary position states that "Grosse Deed, Copy of Deed, Quotation of Notarial Deed, or ratification of a letter under the hand attached to the deed contained in the Notarial Protocol, can only be issued by the Notary who made it, a Substitute Notary, or a valid notary protocol holder".

The deed under the hands of those who have obtained legalization provides certainty in a judicial process regarding the date and identity of the parties who made the agreement and the signature affixed to the deed, so that the parties cannot deny that they do not know the contents of the letter, because it has been read clearly before putting the signature before the notary<sup>6</sup>.

One of the growing discourses concerning the legalization of deed under the hands of a notary public is the evidentiary power of the deed under the hands of the legalized. Basically, a deed has three evidentiary powers, namely the power of outward proof (uitwendige bewijskracht), the power of formal proof (formele bewijskracht), and the power of material proof (materiele bewijskracht).

<sup>6</sup> Lusy. K.F.R Gerungan, "Kekuatan Pembuktian Akta dibawah Tangan yang Telah Memperoleh Legalitas dari Notaris", Jurnal Unsrat Vol. XX/No. 1/ januari-maret/2020. hlm.8

The power of outward proof is intended the ability of the deed to prove itself as an authentic deed. As the provisions of Article 1875 of the Civil Code stating that the deed made under the new hand is valid, if it actually comes from the person against whom the deed is used, if the person who signed it recognizes the truth of his signature or if in a legal manner can be considered as having been recognized by the concerned.

The power of proof formil states that the deed proves the truth of what is witnessed, namely that is seen, heard and also done by the notary himself as a public official in carrying out his office. In the deed under the hand of the force of proof this only includes the fact, that the information is given, if the signature is recognized by the signer or considered as having been recognized according to the law.

In the making of a deed, the important thing is the establishment of legal certainty. E Fernando M. Manulang argues that "The achievement of legal certainty is divided into two main elements, first, the law itself that must be firm and not multi interpretive, second, the power itself that implements the law should not arbitrarily apply the law and hold fast to the principle of legality". Legal certainty in a deed of agreement is a substantial value that provides protection for the parties and the values of notary responsibility as a deed maker are carried out properly. People who have an interest in the ministry will have an unearthly view to the notary as a public official.<sup>7</sup>

### **Legal Force of Contract of Carriage Cooperation with Deed under The Hand of The Notary**

In the discourse of legal science there is a dialectic about the existence of the law as a system of norm statements that emphasize aspects of "should" or *das sollen* by including some rules on what to do. According to Peter Mahmud Marzuki "The law that contains general rules becomes a guideline for individuals to behave in society, both in relationships with fellow individuals and in relationships with the community. The rules are a limitation for the community in burdening or taking action against individuals. The existence of the rule and the implementation of the rule raises legal certainty".

According to Utrecht, "legal certainty contains two meanings, namely the first is the existence of a general rule that makes the individual know what actions can or should not be done". The second is the security of the law for individuals from government arbitrariness because with the general rules, individuals can know what the state can charge or do to individuals.

The existence of legal certainty will lead to the achievement of state protection to each of its citizens through legal mechanisms. In realizing legal protection, there are principles of legal protection that are balanced and become the basis in providing legal protection in a fair (unnuory) manner for the parties. The point is, the parties are in the same position and position, so that the arrangement of rights and obligations for the parties is not one-sided and get the same protection<sup>8</sup>.

The concept of legal certainty includes a number of interrelated aspects. One aspect of legal certainty is the legal protection afforded to individuals from the arbitrariness of other individuals and governments. Another aspect of the concept of legal certainty is that an individual must be able to assess the consequences of his actions, both the consequences of his actions and his negligence. So the aspect of legal certainty provides guarantees of the fulfillment of the agreement and can be demanded accountability for the fulfillment of the agreement.

In the contract of cooperation of the company's transportation business as a legal entity that houses the business actors bind its members with a contractual relationship in the form of a deed of agreement under the hands of legalized by notary public. The deed under the hands of the notary is

<sup>7</sup> Agustiro Nugroho Aribowo, "Kepastian Hukum Pengikatan Akta Perjanjian Jual Beli Di Hadapan Notaris Tanpa Dihadiri Para Saksi", *Jurnal Surya Kencana Satu : Dinamika Masalah Hukum dan Keadilan* Volume 11 Nomor 1 Maret 2020, hlm.92.

<sup>8</sup> Yassir Arafat, "Prinsip-Prinsip Perlindungan Hukum Yang Seimbang Dalam Kontrak", *Jurnal Rechtsens*, Vol. 4, No. 2, Desember 2015, hlm.34.

intended to provide certainty and protection to the parties in a contractual relationship. So that "the deed under the hand can be a perfect means of proof against the person who signed and his heirs and those who obtained the right from it if the signature in the deed under the hand is recognized by the person against whom the writing is to be used"<sup>9</sup>

Agreements in the cooperation of transportation between companies that provide route permits with vehicle owners are made in the form of agreements involving two parties, but when viewed in terms of content and position of the parties found the existence of an exoneration clause. The purpose of the exoneration clause is the clause stated in an agreement by which one party avoids fulfilling its obligation to pay full or limited damages incurred due to reversion of promises or acts against the law (Yusnedi Achmad, 2015). According to Ahmadi Miru There are several characteristics of the exoneration clause including.

- a. The content is determined unilaterally by the higher-ranking party;
- b. Weak parties are not involved in determining the element of axentalia in the agreement;
- c. The weak party is forced to accept the agreement due to the need factor ;
- d. Has a written format;
- e. Prepared in advance in bulk or individually.

The existence of an exoneration clause in the agreement is seen in the higher position of the transport company of the owner of the vehicle, so that the company can sanction the owner of the vehicle if it violates the provisions set by the company. On the other hand, the position of the owner of the vehicle accepts each clause promised due to a condition of need to obtain a route permit in transportation.

In the relationship of partnership between the transportation company and the owner of the vehicle, the terms of validity of an agreement as contained in Article 1320 of the Civil Code have been fulfilled. In the contract it is stipulated that the vehicle remains owned by the first party as the owner of the vehicle. However, for the purposes of obtaining a route permit, it is carried out on a permit and on behalf of the second party as a transport company.

When the vehicle is carried out on the route permit of the handling company, then there is an obligation to do the transition and change of the name of the vehicle whether it BPKB or STNK from the name of the individual to belong to the company. The provision does not occur absolutely, so that when the vehicle has been out of membership from the company, it can be re-done in the name of the vehicle.

As for the operation of the vehicle remains the rights and authority of the company such as the arrangement of operational schedules, management of vehicle letters and crew arrangements appointed by the owner of the vehicle remains with the approval of the company. As for the losses suffered by third parties as a result of the activities of the transportation business carried out by the first party, then financial responsibility to the third party remains the responsibility of the first party as the owner of the vehicle. Similarly, if the owner of the vehicle is affected, transfer of rights to the vehicle to a third party must still be based on the written consent of the company even though the vehicle has been out of membership from the transport company.

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<sup>9</sup> Yeni Afrilla, Yanis Rinaldi, Suhaimi, "Tanggung Jawab Pengembang Dalam Perjanjian Bangun Dengan Akta Notaris", Jurnal IUS Kajian Hukum dan Keadilan, Vol.7 No.3 Desember 2019, hlm.456.

One of the important principles in the law of covenants is the principle of freedom of contract. The principle of freedom of contract is a universally applicable principle in the covenant. In that principle the position of the parties is balanced and the freedom for the parties to make agreements with anyone and the existence of free will in regulating the content, form of agreement and choice of law with provisions not contrary to the laws and regulations.<sup>10</sup>

Based on this principle, the cooperation agreement should give equal position to the parties and to the second party that is the owner of the vehicle is also given the freedom in determining the clauses in the pledge, although its position in the cooperation of transportation as a party that depends on the company in conducting its business by being part of the membership of the company. However, his position should not deprive him of the right to engage in formulating the content of the agreement and determine everything in order to provide protection of his rights.

In the practice of partnership relationships through cooperation agreements of carriage there is abuse of will by the company. This is because the company's position as the operator of transportation is in a higher position. Misuse of circumstances relating to the subjective terms of the agreement. One party abuses circumstances that result in the opposing party's promise not being able to express its will freely<sup>11</sup>.

According to Van Dunne who divided the abuse of will into 2 (two) elements, namely very detrimental to one party (in terms of its content) and the misuse of opportunity by the other party at the time of the occurrence of the agreement (in terms of the occurrence). According to Henry P. Pangabean From the two elements arise two natures of action, namely the source of economic excellence and psychiatric excellence with the following requirements :

- a. Requirements for abuse of economic advantage: One party must have an economic advantage over the other; The other party is forced to enter into an agreement.
- b. Requirements for abuse of psychological or psychological excellence: One party abuses psychological or psychological dependence; One of the parties abuses the special mental state of the opposing party, such as mental disorders, inexperience, rashness, lack of knowledge, poor body condition, and so on.

In the event that there is an economic advantage, the weak have a dependent position so that in order to obtain certain much-needed achievements, he must be willing to accept promises and clauses that are very detrimental to him. On the other hand, due to its weak bargaining position, usually one of the parties will always accept the contents of the agreement and sometimes not even read it in its entirety or not even be involved in the preparation of clauses in the contract or agreement.

In a partnership contract of carriage cooperation, the position of the owner of the vehicle is certainly lower than the company, it is due to the dependence of the owner of the vehicle to the company as the operator of the transportation that gives the route permit. Due to its lower position, the clause of the carriage agreement has the potential to cause harm to the owner of the vehicle.

Losses to the parties to an agreement are something to avoid, because the function of the agreement itself is to provide certainty and legal protection against the fulfillment of the rights of the parties to an agreement. Muchsin argues that "Protection can be done by the government aimed at preventing prior violations. This protection is contained in legislation that provides restrictions or signs

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<sup>10</sup> Taufiq El Rahman (et.al), "Asas Kebebasan Berkontrak dan Asas-Asas Kepribadian dalam Kontrak-Kontrak Outsourcing", *Jurnal Mimbar Hukum* Vol 23, Nomor 3, Oktober 2011, hlm.585.

<sup>11</sup> M Kharis Mawanda, "Perlindungan Hukum Mitra Ojek Daring di Indonesia", *Jurnal Lentera Hukum*, Volume 6 Issue 1 (2019), hlm.45



in performing obligations to prevent violations". One form of legal protection is preventive protection that aims to prevent a dispute. According to Phillipus "In this legal protection, prior to a definitive government decision, the subject of the law is given the opportunity to object (*inspraak*) or his opinion".

In the cooperation agreement of carriage, legal protection to the owner of the vehicle can be seen from the existence of a clause stating that the vehicle that is the object of the agreement remains the ownership right of the owner of the vehicle. The provision provides an affirmation of the status of the vehicle even though it has been done behind the name to belong to the company. As for the next provision that states that the owner of the vehicle as the first party is obliged to obey all regulations issued by the company as the second party. If the first party deliberately violates the provisions stipulated by the company as the operator of transportation, then the company as the second party will give a written reprimand and if after 1 (one) week the second party's strike is not heeded by the first party then the second party may remove the relevant from the membership.

In the provisions of the agreement, it is not regulated at all regarding the right of the owner of the vehicle to be involved in any policy making by the company relating to the rights of the owner of the vehicle as a member. Notwithstanding any clause in the agreement stating that matters that are not regulated or have not been sufficiently governed in this Agreement shall be decided by both the First Party and the Second Party in deliberation to reach an agreement. However, it does not provide any guarantee that the position of the owner of the vehicle as a member of the haulage company in the agreement is weak.

Deed under the hand of a notary legalized has a provenance power that is not the same as an authentic deed, because the signature contained in the deed under the hand can be denied by the signer and the party who submits as evidence must prove its truth through other evidence or witnesses. According to Subekti, "A deed under the legalized hand does not qualify as an authentic deed, because one of the requirements of an authentic deed under Article 1868 of the Civil Code is a deed that in the form specified by law, is made by or in the presence of a public servant authorized to do so in the place where the deed is made, other deed so that the authentic buak is called a deed under the hand"

The agreement under the hand registered to the notary will be strong evidentiary value or equated with an authentic deed if no party disputes the signature stated on the letter and against the correctness of the contents of the letter of the agreement. Notary who makes the deed can account for the contents of the letter if in the making before the notary, but if the letter is made not before a notary public, the notary can only provide information in accordance with procedural and capacity authorized to register the letter of agreement under the hands of<sup>12</sup>.

## ***Conclusion***

The results showed that the agreement on the cooperation of transportation businesses that are legalized notary becomes weak if denied by one of the parties who signed it. Agreements under the hands of a notary legalization will be strong evidentiary value if no party disputes the truth of the agreement. Notary who makes the deed can be held accountable for the contents of the agreement if in the making before the notary, but if the letter is made not before the notary, the notary can only provide information in accordance with procedural and capacity authorized to register the agreement under the hands of. With regard to the transfer of rights to vehicles, has not provided protection to the rights of vehicle owners. That is because the agreement states that the transfer of the vehicle to a third party by

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<sup>12</sup> Andrew Santiago Budiman, "Kepastian Hukum Buku Pendaftaran Surat Di Bawah Tangan Yang Dibuat Notaris Sebagai Alat Bukti Dalam Perkara Perdata", *Skripsi Ilmu Hukum Fakultas Hukum Universitas Muhammadiyah Sumatera Utara*, 2018, hlm.41.

the owner of the vehicle must be based on the written consent of the handling company, even if the vehicle is no longer a member of the transport company.

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