



Legal Protection of Notaries Related to Living Certificate of Binding Agreement

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Abstract

A notary, as a public official, has given an authority to make sales and purchase agreement with freehold titles. However, it is not allowed for a notary to make land sale deed because the freehold titles stands to land deed official authority. In the notary code of ethics in Indonesia, there is no explicit and written statement whether the notary may accept the ownership of the parties or not. Some cases happened. There were several alleged cases and fraud committed by a notary during the process of sales and purchase agreement at a notary's office. In addition, one of two parties, who are committed to custody the certificate in notary's office, changes his mind and reports to the authorities. In accordance to the reason above, the researcher concludes problems; 1. Why a certificate custody against the sale and purchase agreement (PPJB) to Notary (PPJB) could be happened? 2. What is the effect of custody a certificate against the sale and purchase agreement to notary? 3. What is the legal protection according to safekeeping an ownership certificate against the PPJB? This study is conducted through juridical empirical methods, it shows: 1.The safekeeping of a certificate by person to a notary is happened because those parties have a sales and purchase agreement before contract of sale is done.2.The legal consequences of custody of certificates in sales and purchase agreement (PPJB) are made in front of a Notary. Even though they are not tied directly but the parties have been convinced and entrusted before the entire process is completed from PPJB, AJB, or until the name is returned by the notary office. 3. To avoid such matters, the Notary does not conduct or domicile as a recipient for letters / documents from the appellants, both of which are confirmed in the deed or not.

Keywords: Legal Protection; Notary; Sales and Purchase Agreement (PPJB)

Introduction

A is a public official authorized to make authentic deeds and has other authority, the arrangement of Notaries is regulated in Law Number 30 of 2004 as amended by Act No. 2 of 2014 concerning Notary Position hereinafter referred to as UUJN. The authority of the Notary as stated in Article 15 UUJN. The notary deed as an authentic deed has an important function in social life. The need for written proof in the form of an authentic deed is increasing in line with the growing demand for legal certainty which is one of the principles of the rule of law.¹ Notary deed is one of the evidentiary tools that has a legal

¹ Juwana, Hikmahanto. "Legal education reform in Indonesia." *Asian Journal of Comparative Law* 1.1 (2006): 1932-0205.

presumption principle which means that it must be considered valid before the cancellation from the court, so that in addition to guaranteeing legal certainty, the notary deed can also avoid future disputes.²

In the General Explanation, it is said that the notary deed is in fact the formal truth in accordance with what the parties notify the notary. The existence of a Notary is very close to the element of trust from the community, given the principle of trust, a notary is obliged to keep everything related to the contents of the deed made or information obtained in connection with making the deed. As stated expressly in Article 4 number 2 of Act Number 2 of 2014 UUJN.

For example, this is done because the payment of buying and selling has not been fully, the certificate is still in the collateral of the Bank and for other reasons. The agreement that occurs between parties that before the transaction is done perfectly, the buying and selling process is entrusted to the notary's office to check with the National Land Agency (BPN) and other things that have been promised and agreed upon by the parties to eliminate the parties' concerns about the good faith in implementing the agreement binding sale and purchase related to the deed made in front of him, especially the land title certificate.

One of the reasons for the parties to entrust the notary property certificate to the land is if the buyer has not been able to pay in full. This deposit occurs on the basis of an agreement between the two parties that entered into a binding agreement on the sale and purchase of land rights. Notaries in this case always carry out the mandate of their profession, must be in accordance with UUJN as well as the notary professional code of ethics. If the rights and obligations of the parties have been fulfilled, then PPAT can be issued, which has cash, bright, and clear characteristics. and protect the interests of the parties objectively.³

It can be concluded that if to prove the loss of the deed is due to the wrong notary as the recipient of the deposit and not because of an inevitable event, then the Notary is responsible. Notaries can be sued because they do not carry out their obligations as recipients of safekeeping, namely safeguarding the items deposited. Custody is also an agreement, therefore, for not carrying out the obligation of the recipient of the safekeeping to safeguard the goods deposited, the custodian may sue on the basis of default.

With a sense of responsibility, the notary will maintain and maintain the certificate. A Notary who accepts the deposit may not use the certificate entrusted to him for personal gain or matters that can physically damage the existing certificate. It can be interpreted that the certificate is a State document that is in the storage of the Notary's office. Related to the use of this certificate can be seen as stated in Article 1712 of the Civil Code.

The alleged cases of fraud and embezzlement committed by a notary, as happened to one of the Notaries in the City of Padang, namely Mrs. Rismadona SH, which will be the focus of the discussion in this thesis, can be briefly illustrated that the sale and purchase process is carried out on a notary office which at the time of the process took place an agreement between the two parties to entrust the certificate to the notary's office, but there was a change of intention from one of the parties which led to the reporting of this to the authorities. Though the act is not a criminal offense, while the notary in carrying out his position adheres to the UUJN, the code of ethics and applicable laws and regulations. However, the practice in the daily process of buying and selling against a plot of land between the seller and the buyer has not been fully implemented (in cash), the overall value of the agreement between the parties. In matters related to all documents and files for making PPJB which are included in it, it is shown before the Notary.

² Adhi, Yuli Prasetyo. "Characteristics and problems of online fiduciary in the imposition of fiduciary guarantee in Indonesia." *South East Asian Journal of Contemporary Business Economics and Law* 4.3 (2014).

³ Lindsey, Timothy, ed. *Indonesia: Law and society*. Federation Press, 2008.

Research Method

Research begins when someone tries to solve problems faced systematically with certain scientific methods and techniques. It can be interpreted that the method or technique used is aimed at one or several symptoms by analyzing it and by conducting an in-depth examination of the facts and then working on a solution to the problems caused by these factors.⁴ The approach to the problem used is juridical-empirical, using statutory provisions, literature and reference books and looking at legal practices in society.⁵ For this type of research it is categorized as descriptive research, namely studying the existing problems, procedures that apply in society and the situations, attitudes, views, processes and influences of a phenomenon and careful measurement of phenomena in society. Methods for collecting legal materials.⁶

Data that has been obtained will be processed by means of editing, that is, the data that has been obtained is not all included in the results of the research, but chosen first. The selected data is data relating to the problems being studied, so that the data obtained is more structured. The processed data is then analyzed qualitatively, which is an analysis of the data to produce systematically arranged data based on legislation, expert views and the experience of the researcher.⁷ According to the large Indonesian dictionary, protection means things (actions), protect, while what is meant by law is the whole set of rules or methods in a shared life, the overall behavior that applies in a shared life that can be forced to implement with a sanction. Thus it can be said that legal protection is the giver of guarantee or certainty that someone will get what is their obligation and rights or protection of their interests, so that the person feels safe in carrying out his profession or duty as a public official appointed and dismissed by the Minister of Law and Human Rights The notary has special rights inherent because of the position given by the Act.⁸

Results and Discussion

The occurrence of a Depository Certificate to a Notary against the Agreement on Bonds for Sale and Purchase (PPJB)

A notary position is a position of trust that must be in harmony with those who carry out the duties of a notary as a trusted person. Notary as a position where trust does not mean anything if it turns out they are carrying out the duties of notary office are people who cannot be trusted. In this case, between the positions of notaries and their officials (who carry out notary positions) must be in line with two sides of a coin that cannot be separated.⁹

The principle of prudence is the application of Article 16 paragraph 1 letter a which states that "in carrying out his position the notary must act carefully". Perform other obligations relating to the implementation of the duties of the notary office. Thus it is clear that the sale and purchase agreement functions as an initial agreement or preliminary agreement that provides confirmation to make the main agreement, and complete a legal relationship if the things agreed upon in the sale and purchase agreement have been fully implemented. Thus, every authority has limitations as stated in the legislation governing it. The authority of the notary is limited as the laws and regulations governing the position of the official concerned. Article 1868 Civil Code is the source for the intensity of the notary deed is also the legality of the existence of a notary deed.

Based on the description, it can be seen that there are two forms of notary deed. First, the deed made by (door) a notary or called a relaas deed or official deed (ambtelijke deed) or an official deed of an event or legal act that the notary himself sees and witnesses at the request of the parties, so that the

⁴ McConville, Mike, ed. *Research methods for law*. Edinburgh University Press, 2017.

⁵ Barkan, Steven M., Barbara Bintliff, and Mary Whisner. "Fundamentals of legal research." (2015).

⁶ Webley, Lisa. "Qualitative approaches to empirical legal research." *The Oxford handbook of empirical legal research*(2010): 926-950.

⁷ Cane, Peter, and Herbert Kritzer, eds. *The Oxford handbook of empirical legal research*. OUP Oxford, 2010.

⁸ Chynoweth, Paul. "Legal research." *Advanced research methods in the built environment* (2008): 28-38.

⁹ Bedner, Adriaan. *Administrative courts in Indonesia: a socio-legal study*. Vol. 6. Martinus Nijhoff Publishers, 2001.

actions of the parties that have been carried out to be poured into authentic deeds. Second, the deed made before the (ten overstaan) notary or the so-called partij deed (partij deed), this deed contains the description, statement and statement of the parties given or explained before a notary. Furthermore, the wishes of the parties are poured into authentic deeds.

The safekeeping agreement for goods is included in the type of real agreement. The real agreement is a new agreement that occurs when a real action is taken, namely the surrender of the item deposited. So the safekeeping agreement of goods not like other agreements in general which is usually consensual, that is already born when the agreement reached on the main things of the agreement. In connection with the issue of the notary's secret position, in the discussion on Article 17 and 40 of the UUJN which essentially contained the obligation of the notary to keep the contents of the deed confidential, G.S. Lumban Tobing as quoted by Alwesius stated as follows:

- a. That notaries must keep secret, not only what is stated in their deeds, but also what is notified or conveyed to them in their position as a notary, even if they are not included in their deeds.
- b. That the right of renunciation of the notary public is not only a right (verschoningsrecht), but an obligation (verschoningsplicht) of a notary is obliged not to speak. This is not based on Article 1909 sub 3 of the Civil Code (deleted by S.1938-276), which only gives him the right to resign as a witness, but is based on Article 17 and Article 40 PJN.
- c. That in determining to what extent the extent of the denial of rights of the notaries must be based on the obligation of the notary not to talk about the contents of the deeds, in the sense of what is stated in the deeds and regarding what is notified or conveyed to him in his position as a notary, even in front of the court, except for things where there is a higher interest or in cases where the notary public by something applicable legislation exempts him expressly from his secret oath of office.

Based on the information that the author obtained from one of the speakers namely Mr Yulius, SH, not infrequently in practice Notaries receive deposits from the viewers in the form of certain letters / documents, such as certificates or in practice there are also those who receive money to be paid to certain parties according request of the party who entrusted it. Custody to the Notary usually has to do with making a deed carried out before the Notary in question. If the Notary accepts the letter / document that has nothing to do with making a Notary deed, it will be a question, what is the interest of the Notary to accept safekeeping that has no relation once with the making of a deed, if the Notary does it, the Notary will fully occupy the position of Receiver.

In practice, a Notary is often made a clause provision in the deed in question, especially in the PPJB, for example the viewers have agreed that the letter / document is deposited with the Notary. If the Notary does so, the Notary will fully occupy the position of Receiver, but if the Notary accepts the deposit because it is stated in the deed clause made before the Notary concerned, then this case has become a party in the deed and can be categorized as a custody agreement.

Thus if the Notary in the making of the PPJB or any deed, in which there is a provision or callus of his involvement, for example on the agreement of the viewers entrusting the letter / document to the Notary, then this can be categorized as a Notary as a party and making deed to himself as stated in Article 52 paragraph (1) UUJN. This is a violation as referred to in Article 52 paragraph (3) of UUJN which means that the deed only has proof power as an underhanded deed if the deed is signed by the respondent. Based on Article 1706 of the Civil Code, the recipient of the safekeeping is obliged to maintain the safekeeping as well as maintaining own belongings. In addition, based on Article 1708 of the Civil Code, it is said that the recipient of the deposit must never be held responsible for events that are inevitable, unless he has neglected to return the safekeeping item. Custody is also an agreement, therefore, for not carrying out the obligation of the custodian to safeguard the goods entrusted, the custodian can sue on the basis of default.

On the other hand, a Notary for removing items deposited with a Notary, can be categorized as Criminal Law as stipulated in Article 372 of the Criminal Code, namely: Goods intentionally and against the law have goods that are wholly or partly owned by others, but which is in his power not because of embezzlement, with a maximum imprisonment of four years or a fine of at most nine hundred rupiah.

The existence of a notary code of ethics is a logical consequence of and for a work called a profession. There is even an opinion stating that, notaries as public officials who are given trust must hold fast not only to legislation, but also to the professional code of ethics, because without a code of ethics the dignity of their profession will be lost. Winanto Wiryomartani stated that the supervision of a notary is basically to protect the public, but the violations committed by the notary are still continuing in making authentic deeds carried out starting from the pre-production process that can occur.

The legal responsibility of a notary public arises as a result of negligence or a notary's error due to broken promises as determined by Article 1234 of the Civil Code or due to illegal acts. This occurs because of negligence or deliberation as contained in Article 1365 of the Civil Code. As a result of notary errors (violations of Article 1234 and Article 1365 of the Civil Code) which have caused harm to other people, the notary should have been responsible for his actions.

If it is associated with the notary profession, based on juridical law, it can be said that if the notary in carrying out his duty, he deliberately commits an act that is detrimental to one or both parties or the parties facing him in making a deed and that is true. - actually it can be known that the notary's actions contravene the law so that the notary can be held accountable based on the construction of illegal acts.

Nevertheless Sudikno Mertokusumo stated that considering the notary basically only recorded what was stated by the viewers and was not obliged to investigate the material truth of the contents, it was not appropriate if the judge canceled it (or blamed the notary and accused him of falsifying legal actions). The notary may be able to err on the contents of the deed because of wrong information (intentional or not) from the parties. Presumably this error cannot be accounted for by the notary because the contents of the deed have been confirmed to the parties by the notary.

This opinion by mertokusumo is in line with the formulation of the general explanation of UUJN which states that the authentic deed basically contains formal truths in accordance with what the parties notified the notary. However, the notary has the obligation to include that what is contained in the notary deed is truly understood and in accordance with the wishes of the parties, namely by reading it so that it becomes clear the contents of the notary deed, as well as providing access to relevant laws and regulations for the signatory parties hand deed. Thus, the parties can determine freely to approve or not approve the contents of the notary deed to be signed.

The explanation of UUJN shows that the notary is only responsible for the formality of an authentic deed and not for the authentic deed material. This requires the notary to be neutral and impartial and provide a kind of legal advice to the client requesting legal guidance to the notary concerned. Regarding the civil liability of the material truth in the deed made before the notary, although basically the notary is irresponsible and cannot be legally accountable for the material truth in the deed made before him, as stated by Sudikno Mertokusumo, it does not mean the notary in carrying out his duty can with will and not seriously in carrying out the deeds of an authentic deed. Further explained also that there are other things that must also be considered by the notary public, namely those relating to the legal protection of the notary itself. Based on this opinion, it can be concluded that with the carefulness and seriousness of the notary, the notary has actually brought himself to an act which must be accounted for by law. If a mistake made by a notary can be proven, the notary may be sanctioned in the form of threats as specified in the law.

Regarding criminal provisions not regulated in UUJN, the responsibility of a criminal notary is imposed if a notary commits a criminal act. UUJN only regulates sanctions for violations committed by a notary public against UUJN sanctions can be deeds that do not have authentic power or only have the power as the deed is under the hand. Towards the notary himself, sanctions can be given in the form of reprimands to disrespect. Criminal acts are acts that are prohibited by a legal rule. The prohibition is accompanied by threats or sanctions in the form of certain crimes for those who violate the prohibition.

Of course criminal in this case is an act carried out by a notary in his capacity as a public official authorized to make deeds and not in the context of individuals as citizens in general.

The existence of unlawfulness in criminal acts is an absolute requirement and also a material requirement. There are at least two opinions regarding the meaning of the element of lawlessness which is a translation from the Dutch *wederrechtelijk*. The opinion is a teaching about *wederrechtelijk* in the formal sense and in the material sense. Regarding the notary's responsibility as a public official, the notary if he commits a crime can be charged with criminal charges based on articles relating to his position as a notary. Consequences of the validity of the law in the Criminal Code are notaries and can be sentenced not only sanctions that have been explained in the UUJN.

But in the context of the material truth on a deed, a notary in carrying out his profession through a juridical construction that the notary is actually a facilitator of the parties for *partij acte* if the person who falsifies is the party who makes the deed and notary in this matter is not involved then the juridical involvement a notary in a criminal offense committed by a party cannot be withdrawn into the realm of criminal responsibility, unless the notary knows that the parties in making the deed have bad intentions or that the deed will cause a criminal act.

The case of a notary related to the PPJB deed he made and his deed raises a civil or criminal case, the deed is null and void because it is seen from the side of the legal terms of the agreement contained in Article 1320 which contains the agreement of the parties, the ability to act, a certain agreement and the existence of because the lawful thing about the agreement.

Regarding the notary responsibility explicitly stated in Article 65 of the UUJN which states that a Notary, a substitute Notary, and a Temporary Notary Officer are responsible for any deed made even though the Notary protocol has been submitted or transferred to the depositary of the Notary Protocol. Concluded in the articles concerning matters that result in a deed having only the power of proof as an underhanded deed or a deed becoming null and void by law are technical and formal matters and are a standard that must be fully understood by a notary public. Understanding or negligence on these matters cause the notary can be held responsible for his mistakes so that the party suffering from the loss has a juridical reason to demand a substitute for costs, compensation, and interest to the notary.

These normative provisions regulate the notary so that the notary in carrying out his profession is always controlled by the formality outlined. That is, the demands of the notary profession refer more to the form of the deed produced not to the substance (material) of the deed. entered into an agreement. But sometimes in a deed contains certain legal constructions in the constellation of contract law which may be violated by the parties. Regarding this matter the notary is obliged to remember or notify the parties that his actions are contrary to applicable law.

However, it does not rule out the possibility of a tendentious notary deed. The purpose is in making the notary involvement deed not just legalizing a deed but concerning the substance of the deed. This can happen when a notary as a party that should be neutral in doing certain things that causes one party to benefit and on the one hand harm the other party with the notary deed. . Not neutralizing the notary in making this deed can make the notary be liable for the material deed he made.

Such a notary act violates Article 16 paragraph 1 letter a which states that the notary in carrying out his position is obliged to act honestly, thoroughly, independently, impartially, and safeguard the interests of the parties involved in legal actions. In addition to Article 16 paragraph 1 letter a, this is a procedural violation.

The Notary's Responsibility in Carrying Out His Office Duties Is Based on a Notary Code of Ethics

The relationship of the notary profession with the community and the state has been regulated in UUJN along with other laws and regulations. While the notary professional relationship with the notary professional organization is regulated through a notary code of ethics. The existence of a notary code of ethics is a logical consequence of a job referred to as a profession. There is even an opinion that the

notary as a public official who is given trust must hold fast not only in the legislation but also in the professional code of ethics, because without the code of ethics, the dignity of the profession will be lost.

Violations related to a notary code of ethics are actions or actions carried out by members of the Indonesian Notary Association organization and other people who hold and hold notary positions that violate the provisions of the code of ethics and / or organizational discipline. The scope of the code of ethics applies to all members of the Indonesian Notary Association organization as well as other people who hold and carry out notary positions both in carrying out positions and daily life.

Related to sanctions as a form of effort to recognize the notary code of ethics for violating a code of ethics it is defined as a punishment intended as a means, an effort and a means of enforcing compliance and disciplinary notaries. Sanctions in the notary code of ethics are stated in Article 6 stating that witnesses who are subjected to members who violate the code of ethics can be reprimand, warning, suspension (temporary dismissal) from membership, onzetting (dismissal) from disrespectful membership and dismissal from membership of associations, onzetting (dismissal) from membership of disrespectful associations and dismissals from membership of associations.

Notary as a dignified profession, so that in carrying out his position must obey the existing signs to avoid lawsuits that could occur in the future. On the other hand, there are still notaries who carry out their profession unprofessionally. Due to his unprofessionalness, a notary tends to do actions that can harm the parties and the notary himself.

Legal Protection Against Notary Related to Custody of Certificates in the Agreement on Bonds for Sale and Purchase (PPJB)

Legal protection if explained literally can cause many perceptions. In the large Indonesian dictionary, protection comes from the word protection which means protecting, preventing, maintaining, and fortifying. Meanwhile, protection means conservation, maintenance, guarding. This legal protection is an illustration of the workings of the legal function to realize legal objectives, namely justice, expediency and legal certainty. The purpose of legal protection is a protection that is given to legal subjects in accordance with legal rules, both preventive (in prevention) and in the form of repressive (coercive), both written and unwritten in order to enforce legal regulations.

From the author's interview to the Regional Notary Supervisory Board of the City of Padang in this matter with Ms. Diana Siska, S.H., as a member of the MPD, based on the reporting letter sent to MPD Padang City to Notary Rismadona, S.H. wherein the letter received by MPD stated that Notary Rismadona, S.H., did not want to return the certificate for unclear reasons. Based on the above, MPD Kota Padang, in accordance with article 70 letter a of the UUJN, states that the Regional Supervisory Board is authorized

holding a hearing to examine the alleged violation of the Notary Code of Ethics or violation of the implementation of the position of Notary. In the process of giving approval, MPD is required to conduct an inspection first. The examination in question is in accordance with Article 70 letter a of UUJN, namely by holding a hearing to examine the alleged violation of the Notary code of ethics or violation of the implementation of the Notary position carried out by the Notary concerned.

After the examination of the Notary concerned, the final results of the MPD examination are set out in the form of a Decree, which gives approval or rejects the request of the investigator to the concerned Notary. Therefore MPD Kota Padang establishes an MPD Inspection Council to examine suspected violations of the Notary Code and offer mediation for all parties with conditions, attended by all parties involved.

Furthermore, based on the statement of Notary Rismadona, SH, the person concerned did not dare to return the certificate because Rismadona received a lot of pressure from all parties involved in the agreement. Therefore, Rismadona chose to keep the certificate to avoid the legal consequences faced by Notary Rismadona, SH. , returning the certificate to one of the parties involved in the agreement.

With this, the Notary Regional Inspectorate of Padang gave a recommendation to the West Sumatra Notary Area Supervisory Board, which stated that Notary Rismadona, SH, as reported in this matter was not found to have violated the notary code of ethics as stipulated in UUJN and stated that Notary Rismadona, SH, as a notary who accepts the deposit of the certificate must be willing to bear the risks arising from safekeeping.

With the understanding of law enforcement officials on the duties and authorities of Notaries, then there is no longer a Notary made as the party participating in the criminal act in the authentic deed made, given the notary made a deed at the wishes of the parties. What the parties want is heard and recorded by a notary public to be poured into an authentic deed. Even though the authentic deed listed the name of the Notary, but in the authentic deed the notary does not reside as an interested party or the party together with the viewers whose names are stated in the deed. the parties cannot sue a notary in the judicial process, let alone make a notary as a suspect by reporting / filing a complaint with the National Police Investigator. This is because the notary only constants what the parties want and when the deed is made, before it is signed by the parties, the notary reads to the parties and then the new parties sign the authentic deed as a sign of his agreement. This means that the parties understand and agree to what is contained in the authentic deed.

The purpose of the examination of a notary is nothing but to protect the notary from his position which obliges to keep everything about the deed made and all information obtained in order to make a deed in accordance with the oath or promise of his position. So that the other deeds and letters that are in the storage of the notary protocol are to protect the interests of all parties related to the deed, so that the MPD that approves or rejects the request of the Investigator, Public Prosecutor or Judge is to provide legal protection for notaries and all related parties in the notary deed.

Based on the description above, in addition to the two forms of legal protection against the notary above, the notary also has legal protection, namely the understanding of law enforcement officials on the duties and authorities of the notary public and understanding of law enforcement officials to understand and understand the rules contained in UUJN.

Therefore, the notary must have good integrity and morals, and carry out work carefully and skillfully. If an authentic deed is made, there is no need to feel afraid when called by the police for questioning, this can actually help the authorities in the context of the law enforcement process in Indonesia.

The legal product issued by a notary as an authorized official, which later in the future, can be used as evidence by the parties and law enforcers against a legal act, which has been carried out by the parties. Notary is a position of trust which means that, those who carry out their duties and positions can be trusted and have an obligation to keep everything about the deed made and all information obtained to make deeds, as stated in the making of the deed, as already stated in Article 4 which contains the oath of Notary Position. The purpose is to protect the interests of all parties related to the deed.

Before it can be subject to civil sanctions against the notary, it must be proven that the loss suffered, between the loss suffered, and the violation or negligence of the notary whose relationship (causal), violation or negligence caused by an error that can be accounted for by the notary concerned. Based on the Supreme Court's ruling which must also be considered in the Supreme Court's decision No. 702K / SIP / 1973 which states that the function notary is only recording or writing down what is desired and stated by the parties facing the notary. there is no obligation for the notary to investigate materially what is stated by the viewers before the notary's office. Furthermore, based on the Supreme Court ruling, if the deed is made in front of or by a problematic notary by the parties, then it becomes the party's business that does not need to involve a notary, because a notary is not a party to a deed.

Furthermore, based on the results of the author's interview with Ms. Resti Wahyuni, SH, M, Kn., As the Notary of Kota Pariaman who stated to the author regarding the legal protection of the notary that the notary who should be protected according to him was a notary who carried out his function and position and authority in accordance with applicable laws and regulations. In carrying out its functions and positions as a notary, it also maintains the professionalism and neutrality of every society that needs services and legal services especially in the area of notary. Related to the problems surrounding legal

products issued by notaries in the form of authentic deeds that will be used by the parties as a proof of a legal act carried out / held by the parties.

He is usually done because the overall achievement of the parties should not be fulfilled. Meanwhile, the problems that arise here are sometimes the unilateral cancellation of the agreement that has been carried out both by one party both the seller and the buyer. Whereas, there have been achievements made by one of the parties before, although not yet fully fulfilled, all for example in the form of a down payment (DP) that has been given by the buyer to the seller according to the agreement that has been discussed between the two. For neutrality between the two parties they usually agree to deposit the certificate and all the documents and documents in the notary's office until the completion of the entire sale and purchase process and the name of the object of the land being sold.

Then according to him the PPJB was carried out as explained above for example, the payment has not been paid off from the agreed price, the solution will be made, or there are things that have not been fulfilled in order to carry out the cash, bright and clear deed of sale and purchase. Here the notary only intends to provide comfort and security to both parties in the buying and selling process.

When buying and selling there is no obligation from the notary to check the certificate against the land whether the land being carried out the sale and purchase is problematic or not. Actually, this is the obligation of the buyer to check his certificate. PPJB is the beginning of the AJB and violations can occurs when one of the parties does not carry out his performance. However, the parties sometimes dispute the notary in the event of a problem so it is the notary who is often disputed by the community. Whereas those who do not perform obligations / defaults are the parties, but why the notary is blamed because the notary is not the party in the deed he made.

Frequently involved or dragged Notary in a case of investigators as law enforcers (Police) always uses the principle of equality before the law which means equal rights before the law. Thus the police think that the notary in this case is considered to be involved in a case. So, the notary was also questioned as well as the defendants who would be questioned by the police. However, it is based on one of the notary literature in a book written by Ira Koesoemawati, SH, and Yunirman Rijan SH, M.Kn., with the title "To Notary" which states that the Notary deed can be present before the court without the need to call the official The deed is because the authentic deed has a nature based on a legal presumption, that is, every authentic deed made before an official must be considered valid before the cancellation from the court.

With the understanding of law enforcers on the duties and authority of Notaries, then there is no Notary made as the party participating in the criminal act in the authentic deed made, given the Notary made a deed at the wishes of the parties. What the parties want is heard and recorded by a Notary to be poured into an authentic deed. Even though the authentic deed listed the name of the Notary, but in the authentic deed, the Notary is not a party with an interest or a party that is together with the viewers whose names are stated in the deed. the parties cannot sue the Notary in the judicial process, let alone make the Notary a suspect by reporting / complaining to the Police Investigator. This is because the Notary only fixed what the parties wanted and when the deed was made, before it was signed by the parties, the Notary read to the parties and then the new parties signed the authentic deed as a sign of his agreement. This means that the parties understand and agree to what is contained in the authentic deed. Based on the authority of the notary as stated in Article 15 UUJN and the power of proof of the notary deed, two conclusions can be drawn:

1. The task of a notary is to formulate the wishes and actions of the parties into an authentic deed by noticing and not violating the applicable legal provisions.
2. Authentic deeds as deeds that have the power of proof law that are perfect and binding on the parties, so that the proof can stand alone and do not need to receive assistance and additional evidence. If an opposing party can prove that the deed is not correct with another authentic deed, then the level of proof of authentic deed can be reduced, so that it needs to get help from other additional evidence.

Construction conclusions as mentioned above, then the provisions contained in Article 50 of the Criminal Code which reads It cannot be legalized, whoever commits an act to implement a law, so that the article can be applied to a notary in carrying out his position as long as it does not violate the provisions contained in UUJN and violations of other legal rules.

Conclusion

Custody certificates carried out by the parties to this notary were carried out because before the sale and purchase deed was carried out the parties entered into an agreement on the sale and purchase of the object. This can be done normally in practice, in order to ensure the security and comfort between the two parties so that the certificate is not misused and resold by the seller to other parties that should not be done. Whereas PPJB has been held, problems often occur, such as unilateral cancellation by the seller or the buyer and not fulfilling the next payment by the buyer. But in this case the Notary is often the party that is always blamed on it. Even though there is no obligation and authority from the notary to check the certificate, make sure the parties have made or received the payment as agreed by the parties, before the Notary. In this case, the Notary is not a party and is a party that can be defended in connection with this matter.

The legal consequences of the deposit of certificates in the PPJB carried out before the Notary although not directly bound but the parties have been assured and entrusted before the entire process is completed from PPJB, AJB, or until the name is returned to the notary's office. This can be interpreted, the certificate as one form of state documents, which is in storage in the Notary's office. Even if the sale or purchase is canceled or not, then it can be done with cancellations made and attended by both parties before the Notary's office. So that it can minimize the problems that will arise in the future regarding this sale and purchase. To avoid the things as mentioned above, the notary does not conduct or domicile as the recipient of the deposit of documents / documents from the viewers, both as stated in the deed and not confirmed in the deed.

The notary profession as explained can be seen in an integral perspective. Through this integrated perspective, the notary profession is a profession that relates to individuals, professional organizations, society in general and the state. The action of the notary will be related to these elements, therefore an act that is wrong from the notary in carrying out his work will not only harm the notary himself but can also harm professional organizations, communities and the state. Notaries also have legal protection, namely the understanding of law enforcement officials on the duties and authorities of Notaries and the understanding of law enforcement officials to understand and understand the rules contained in the UUJN.

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