

CONSEQUENCES TO LEGAL DEED CANCELED BY THE COURT (STUDY OF DECISION NUMBER 52/PDT/2021/PT.SMG)

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ABSTRACT

A notary is a public officer who has an important role in ensuring legal certainty, order and legal protection through an authentic deed made by and before him, then an authentic deed is a strong and complete evidence. If there is a legal action regarding the authentic deed, the deed can be canceled or null and void by law. The invalidity of the Notary deed through a court decision must be proven both from the external, formal and material aspects. If the deed can be proven in court, then there is one aspect that causes the defect of the deed, so that the deed can become a deed which is null and void. As is the case with Decision Number 52/Pdt/2021/PT.Smg jo. Decision Number 54/Pdt.G/2020/PN. Unr is an example of a case of a Notary who in carrying out his duties of office commits an unlawful act, so that in consideration of the Panel of Judges, it is decided that the deed made before the Notary is null and void. This study aims to determine the legal protection of Co-Defendant I who suffered losses as a result of the law of the Notary deed which was canceled by a court decision and the responsibility of the Notary to the deed which was null and void. The research method used is normative research that is prescriptive and applied using a case study. The legal materials used are primary legal materials and secondary legal materials, the collection of legal materials using library research or documentation studies and the analytical technique used is deductive. The results of the analysis show that the notary deed is declared null and void by the court. The deed which is null and void causes the return of SHM No. 650 became in the name of the original owner, namely the Plaintiff, resulting in losses for Co-Defendant I. Legal protection for Co-Defendant I could be by claiming compensation to the seller or Defendant II. Responsibilities of Defendant I/ Notary Sapto Teguh Imam Busono for having committed an unlawful act in carrying out his duties as an authentic deed official, the Notary is obliged to pay for the losses suffered by Co-Defendant I. Legal protection for Co-Defendant I can be by claiming compensation from the seller or Defendant II. Responsibilities of Defendant I/ Notary Sapto Teguh Imam Busono for having committed an unlawful act in carrying out his duties as an authentic deed official, the Notary is obliged to pay for the losses suffered by Co-Defendant I. Legal protection for Co-Defendant I can be by claiming compensation from the seller or Defendant II. Responsibilities of Defendant I/ Notary Sapto Teguh Imam Busono for having committed an unlawful act in carrying out his duties as an authentic deed official, the Notary is obliged to pay for the losses suffered by Co-Defendant I.

Keywords: Notary Position, Legal Protection, Notary Responsibilities.

INTRODUCTION

Notary is a public officer who is authorized by the Government to assist the community in formulating an agreement by making written evidence in the form of an authentic deed that exists or arises in the community. The importance for an agreement designed in an authentic deed made by or before a notary is to guarantee legal certainty for the parties to the agreement. An authentic deed as the strongest and most complete evidence has an important role in every legal relationship in people's lives, including various business relationships, activities in banking, land, social activities, and others. The legal relationship requires written evidence in the form of an authentic deed, the need for written evidence in the form of an authentic deed is increasing with the growing demands for legal certainty in various economic and social legal relationships, at the regional, national, and international levels.

Notaries in carrying out their duties must be professional in order to maintain their dignity, carrying out their duties by always prioritizing expertise based on the provisions of applicable laws and regulations and the Notary Code of Ethics. Notaries must be able to provide appropriate and good legal counseling for the appearers, Notaries in making written evidence or authentic deeds are required to be able to provide legal counseling to the public in using Notary services (Prajitno, 2010). Notaries must examine all relevant facts in their consideration based on the applicable laws and regulations. The notary could first examine the identity of the client, verify the object and subject data whether it is free from disputes, fulfill the legal requirements of the agreement, and be careful in making the deed based on the provisions of the law (Ida Bagus Paramaningrat Manuaba, I Wayan Parsa, I Gusti Ketut Arlawan, 2018). Notaries can be prosecuted for legal and moral responsibility for the deed they have made, therefore the precautionary principle is very necessary to be applied by the notary in making the deed (Fikri Ariesta Rahman, 2018).

Notary legal standing are never given to other officers, as long as the authority does not fall under the authority of other officers. A notary is the only officer authorized to make an authentic deed regarding all actions, agreements, and stipulations required by a general regulation or by an interested party that is required to be stated in an authentic deed, as long as the making of the deed by a general regulation is not assigned to other officers. If notary in carrying out his duties he makes an omission or mistake that causes disputes and losses to the client, the Notary is obliged to be civil liability by paying for the compensation for the client aggrieved. On UU no. 2 Year 2014 About Notary legal standing have been specifically regulated for violations committed by a Notary against certain provisions. Sanctions for violations committed by a Notary can cause the deed made by/or before a Notary to be null and void. Negligence or error of the Notary is not the main reason for the cancellation of the Notary deed through a court decision. In addition to the Notary's fault, the cancellation of the Notary deed can also be caused by the error or negligence of the parties or one of the parties which resulted in a lawsuit made by the aggrieved party of the deed.

Practically, not a few Notaries who has experience with problems with the deed that has been made before him are declared null and void by a court decision as a result of errors made or can harm other parties due to the existence of the deed, for example in the Decision of the Semarang High Court Number 52/Pdt/2021 /PT.Smg is a civil case experienced by Notary Supto Teguh Iman Busono, SH. The decision upheld the decision at the first level, the Ungaran District Court Decision Number 54/Pdt.G/2020/PN.Unr which in its decision judged that: partially granted the Plaintiff's claim; declare that Defendant I/Notary and Defendant II/second party have committed an unlawful act; declare the Deed of Sale and Purchase Agreement Number 06 dated November 24, 2011 drawn up by Defendant I/Notary on November 24, 2011, null and void; declare the Deed of Power of Attorney Number 07 dated November 24, 2011 drawn up by Defendant I/Notary on November 24, 2011, null and void; Ordered Co-Defendant I, Co-Defendant II and Co-Defendant III to submit and comply with the Decision in the a quo case; Reject the Plaintiff's claim other than and the rest.

The decision explained that the Notary's mistake was at the same time, on November 24, 2011 to produce several legal actions into three different deeds, unrelated, independent, and on the same party, between the original Appellant of the Plaintiff and Appellant I. Defendant II. The three legal actions make the HM certificate Number 650 as the object of debt guarantee, sale and purchase bonds, and power to sell. The Notary is declared to have committed an unlawful act and two deeds made before the Notary are null and void, consist of: Deed of Sale and Purchase Agreement Number 06 and Deed of Power of Attorney Number 07. The cancellation of the deed caused a loss to Co-Defendant I because he had purchased the land of SHM Number 650 in good intention from the Appeal I was originally Defendant II. Also, Defendant I as the buyer did not know that the land sold from Comparator I, originally Defendant II, was the object of collateral from the debt agreement between the original Appellant, the Plaintiff and the original Appellant I, the Defendant II, it was not appropriate for the original Comparator I of Defendant II to sell the object of collateral to another person. or Co-Defendant I.

RESEARCH METHOD

This research is a type of doctrinal research or also called normative legal research. Normative research is research carried out by conducting research legislation, court decisions, legal theory, and can be in the form of scholarly opinions that are compiled systematically then forming conclusions in relation to researched study (Peter Mahmud Marzuki. 2014). This Research is prescriptive and applied, it means that the science of law studies the purpose of law, values of justice, the validity of the rule of law and legal norms, establish standard procedures, provisions, and signs in implementing the rule of law. The approach used in this paper is a case study, a case study that is carried out by examining The civil case in the case of a Notary who committed an unlawful act that became the main study in this case approach was the Ungaran District Court Decision Number: 54/Pdt.G/2020/PN.Unr and the Semarang Semarang High Court Decision Number: 52/Pdt/2021/ PT.Smg. the substance of the law used in this legal writing is primary legal material and secondary legal material. The technique used in collecting legal materials in this legal writing is literature study or document study (library research). This legal research uses legal material analysis techniques with deductive methods (Jonaedi Efendi and Johnny Ibrahim, 2008).

RESULT AND DISCUSSION

Legal Protection for the Aggrieved Party as a result of the Canceled Deed that is null and void

Legal certainty is one of the objectives of drafting legislation. Every clause that contains norms or rules arranged in articles must be conform and consistent in its implementation. So that, even if there are problems that lead to disputes, they can still be resolved based on the regulations that have been made (Dedy Mulyana and Rika Kurniasari Abdughani, 2021). An agreement is valid declared if it has fulfilled the requirements which arranged in the Indonesian legal system as stipulated in Article 1320 of the Civil Code which explains that there are 4 conditions for a valid agreement: 1) agreement, 2) skill, 3) a certain thing, and 4) a cause, which is not forbidden (halal cause). A Notary Deed can be declared null and void if it does not meet the objective requirements which include a certain matter and a lawful cause, regarding the object of the legal action stipulated in the agreement, as well as the non-fulfillment of the conditions which are the essence of the agreement and due to the non-fulfillment of the formal form as stated in the agreement/ required by applicable law/stipulation which is called non-existent void. If the objective conditions are not met, then the agreement is null and void, which means that from the beginning it was considered that an agreement had never been born.

As a result, the legal action that has been carried out has no legal consequences since the occurrence of the legal action, in practice it is null and void based on a court decision that has permanent legal force (Dedy Mulyana and Rika Kurniasari Abdughani, 2021). The case in the decision Number 52/Pdt/2021/PT.Smg jo. Decision Number 54/Pdt.G/2020/PN.Unr stated that the consideration of the Panel of Judges was of the opinion that the legal requirements of the agreement related to Halal Legal Causation were not fulfilled in the forming of the Agreement of Sale and Purchase Agreement Number 6 and Deed of Power of Attorney number 7, then against both the deed, the Panel stated that both deeds are null and void. As a result, the legal actions carried out by the Plaintiff and Defendant II as outlined in the Deed of Sale and Purchase Association Number 6 and the Deed of Power of Attorney number 7 are deemed to have never existed or returned to their original state prior to the legal action, therefore the Certificate of Ownership Number 650 is returned to the name of Plaintiff/ Supriyanto. The return of the rights to the Certificate of Ownership Number 650 caused losses to a third party, Co-Defendant I, where Co-Defendant 1 had made a sale and purchase with Defendant II officially and legally according to the procedures and mechanisms specified in the applicable regulations.

Article 1341 of the Civil Code explains that any person who owes a debt may apply for the cancellation of all actions that are not required by the debtor under whatever name, which is detrimental to the debtor, as long as it is proven that when the act was committed, both the debtor and the person with or for whom the debtor acts, knowing that the deed has a detrimental effect on the debtor. The rights obtained in good intention by third parties to the goods which are the subject of the void act are protected.

From the explanation of Article 1341 of the Civil Code confirms that third parties have rights protected by law against things that harm their interests. In this case Co-Defendant I is the buyer who have good intentions and have carried out buying and selling officially and legally according to the procedures and mechanisms specified in the applicable regulations, it is appropriate for Co-Defendant I to protect their legal interests.

Good intention must always exist in every party who makes a transaction, for example a sale and purchase transaction, as stipulated in article 1471 of the Civil Code, which states: "*The sale and purchase of other people's goods is void and can provide a basis for the buyer to demand compensation for costs, losses and interest, if he does not know that it belongs to someone else.*" Based on Article 1471 of the Civil Code, sellers who have bad intentions can be sued for reimbursement of costs and interest excluding refunds of the cost of purchase. Likewise, a buyer who has bad intentions and the buyer should know that the seller does not have the right to sell the object of sale and purchase, then the buyer is given protection by law only to refund the purchase price from the seller who has bad intention. In this case, Co-Defendant I as a buyer in good intention did not know that the land with Certificate of Ownership Number 650 in the name of Supriyanto had been used as collateral for the debt agreement between Plaintiff/Supriyanto and Defendant II/Sunartin. The actions of Defendant II are clearly against the law and violate the rights of the Plaintiffs, namely the actions of Defendant II do not pay attention to the Debt Loans between the Plaintiff and Defendant II as the Debt Recognition Agreement between Plaintiff/Supriyanto and Defendant II/Sunartin which has been legalized by Notary Supto Teguh Iman Busono, SH/Defendant I on November 24, 2011, because the land in the Certificate of Ownership No. 650 status as Guaranteed, but has been sold to another party, namely Co-Defendant I without solved before the debt between the Plaintiff and Defendant II.

An agreement only lays down the rights and obligations between the parties which make the agreement and does not bind third parties in the agreement. Thus, if a person binds himself to another person in an agreement, the other person can only claim his rights against the person who binds himself to him in the agreement they have agreed on (Hoyrinissa Mayra, 2021). Article 84 of the UUJN explains that "it can be a reason for parties who suffer losses to demand reimbursement of costs, compensation and interest to a Notary". In this case, the Notary as the official authentic deed maker, if an error occurs, whether intentional or due to negligence, it causes other people (due to the making of the deed) to suffer losses, which means the Notary has committed an unlawful act. As stated in Article 84 of the UUJN, that acts of violation committed by a Notary against the provisions referred to in several articles, then if one of these articles is violated, it means that a violation of the law has occurred, so that the element of violating the law has been fulfilled (Putu Vera Purnama Diana, 2017).

Legal protection for the Co-Defendant I for the losses caused by the cancellation of the Deed of Sale and Purchase Agreement Number 06 and the Deed of Power Number 07 by the Court, by filing a claim for compensation to Defendant I/ Notary Supto Teguh Iman Busono for having committed an unlawful act in carrying out his duties. His position as an official deed maker. Errors made by the Notary, committing 3 (three) legal actions at the same time on November 24, 2011 against one object, in this case the certificate of Ownership Number 650 by the same Party (Plaintiff and Defendant II) which are different which have nothing to do and stand alone, as a guarantee of Debt, Buying and Selling and Selling Authorization. Co-Defendant I can also claim compensation from Defendant II/ Sunartin for his unlawful act because he has violated the Plaintiff's rights to his land which was sold to another person, Co-Defendant I without first settling the debts between the Plaintiff and Defendant II. As a result of the Notary's issuance of the Deed of Power of Attorney Number 07, Defendant II transferred the Certificate of Ownership Number 650 to Co-Defendant I using the Deed of Power of Attorney based on the Deed of Sale and Purchase Number 508/2013. In this case, it is clear who has the right to pay compensation for the losses suffered by Co-Defendant I due to the cancellation of the Deed, Notary Supto Teguh Iman Busono for having issued the wrong Deed so that it becomes the basis for the transfer of land rights by Defendant II to another person/Co-Defendant I, and Defendant II deserved to pay compensation because he was not supposed to sell the object of debt guarantee between the Plaintiff and Defendant II without completing the debt agreement.

The Notary's Liability for Deeds Canceled by the Court

A notarial deed can be degraded into a private deed or null and void. As previously explained, a notarial deed can be canceled and null and void if the draft of the deed does not fulfill one or more of the legal requirements of the agreement as regulated in the provisions of Article 1320 of the Civil Code which explains that there are 4 conditions for a valid agreement: 1) agreement, 2) skill, 3) a certain case, and 4) a cause that is not forbidden (halal cause). The consequences of a cancellation are, in principle, the same as null and void, can be canceled or non-existent, i.e. all three of them result in the legal action being invalid, having no legal consequences, and the absence of an essence in the agreement. So that, in terms of the cause, that it is null and void due to the non-fulfillment of the objective conditions, and the non-fulfillment of the conditions which are the essence of the agreement and because of the non-fulfillment of the formal form as required by the applicable law/stipulation which is called non-existent void. The differences are (Mulyoto, 2012):

- a. Canceled by law, as a result the legal action taken has no legal consequences since the occurrence of the legal action, in practice null and void is based on a court decision that has permanent legal force;
- b. Can be cancelled, as a result the legal action taken has no legal consequences since the cancellation and where the cancellation or ratification of the legal action depends on the particular party, which causes the legal action to be cancelled. A deed whose sanction can be canceled remains valid and binding as long as there is no court decision that has permanent legal force that cancel the deed;
- c. *Non existent*, As a result, there is no legal action taken, due to non-fulfillment of the essentials of an agreement or not fulfilling one or all elements of a particular legal act. Non-existent sanctions are dogmatically not required for a court decision, but in practice it is still necessary to have a court decision that has permanent legal force and its implication is the same as null and void.

If in another position, one of the parties feels aggrieved from the deed made by the 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 obligation of the plaintiff, in the lawsuit it must be proven that the loss is the result of directly from the notary deed. Generally, a notary can be sued to pay compensation in the event that: (1) there is a mistake made by the notary; (2) There is a loss suffered; (3) Between the losses

suffered and the negligence or violation of a notary, there is a causal relationship. In the event that the deed issued by the notary contains a defect, the loss caused by the defect is the responsibility of the notary. As is the case in Decision Number 54/Pdt.G/2020/PN.Unr jo. Decision Number 52/Pdt/2021/PT.Smg Notary Sapto Teguh Iman Busono, SH can be held accountable for mistakes that have been made in making the deed. The notary has committed an unlawful act, On November 24, 2011, several legal actions were carried out which were stated in the deed by Notary/Defendant I, all related to the Certificate of Ownership No. 650, the legal actions include, among others: 1) Legalization of the Debt Recognition Agreement between the Plaintiff and Defendant II; 2) Deed of Sale and Purchase Association Number : 06; and 3) Deed of Power of Attorney Number: 7. It is even clear in the decision of the Supreme Court with the decision number 1440 K/Pdt/1996, dated June 30, 1998, that an authentic deed only contains one legal act. If there is a deed containing two or more legal actions, then this deed has violated the adage, and such a deed does not have the power of execution (executorial title) ex article 244 HIR, it is not illegal. A notary has a moral responsibility and can be sued to compensate parties who are harmed due to the negligence of the notary in the deed he made (I Putu Eka Darma, 2015). Therefore, Notary Sapto Teguh Iman Busono, SH should be responsible for the mistakes he has done.

Notaries in carrying out their duties and positions as public officer authorized to make authentic deeds are burdened with responsibility for their actions. This responsibility is his willingness to carry out his obligations which include the material truth of the deed he made. Notaries are responsible for negligence and errors in the contents of the deed made before him, but the Notary is only responsible for the formal form of the authentic deed as regulated by law. Responsibilities related to material truth, among others (Abdul Ghofur Anshori, 2009): the form of responsibility of a notary according to the law on the position of a notary in carrying out his duties a Notary must adhere to the Law on Notary Positions (Amendment Law on UUJN) and the Notary Code of Ethics, because without it the dignity and professionalism of a Notary will be completely lost. If the Notary as a public officer in carrying out his authority makes an authentic deed regarding all actions, agreements and provisions in accordance with the laws and regulations, the Notary as a public officer cannot be held legally responsible for the deed he made.

When associated with the provisions of Article 84 of the UUJN, the deed made by the Notary does not have notarial power as an authentic deed, but only has the power of proof as an underhand deed or a deed becomes null by the law. A deed made by a notary has the power as an underhand deed, if the deed does not or lacks the subjective requirements including the parties or the appearers are not capable of acting in law, while the deed becomes null and void if the deed is made does not meet the objective requirements, for example there is no object of the agreement or the deed is made contrary to the law, public order or decency. In this condition, the Notary can be held accountable from a legal point of view. Regarding the responsibility of a Notary from a legal perspective, it cannot be separated from accountability in terms of criminal, civil, and administrative law. This is in line with the prevailing principle that anyone who is harmed has the right to make a claim or lawsuit. A lawsuit against a Notary can occur if the issuance of a Notary deed is not in accordance with the procedures, causing losses. On the other hand, if a deed is canceled, the Notary can be accounted according to administrative law, civil law and criminal law. A lawsuit against a Notary can occur if the issuance of a Notary deed is not in accordance with the procedures, causing losses. On the other hand, if a deed is canceled, the Notary can be accounted for according to administrative law, civil law and criminal law.

Responsibilities in terms of Civil Law Deed made by a notary relates to civil matters, the engagement made by two or more parties. The nature and principles adopted by the law of engagement, especially the engagement that was born out of an agreement, that the agreement of both parties as outlined in an authentic deed binds both parties as binding by law. Article 84 of the UUJN stipulates that "it can be a reason for parties who suffer losses to demand reimbursement of costs, compensation and interest to a Notary". In this case, the Notary as the official authentic deed maker, if an error occurs, whether intentional or due to negligence, it causes other people (due to the making of the deed) to suffer losses, which means the Notary has committed an unlawful act.

In this case, Notary Sapto Teguh Iman Busono, SH has been proven to have committed an unlawful act by producing out 3 (three) legal actions at the same time in making a deed at the same time and the same object with the same party. Notary/Defendant I should be careful in producing out the legal relationship between the Plaintiff and Defendant II so that minimalize problems will occur in the future. The making of the 3 (three) deeds, the Legalization of the Debt Recognition Agreement, the Deed of Sale and Purchase Agreement, and the Deed of Power of Attorney, as a result of the actions of the Notary/Defendant I, clearly benefited Defendant II by using the Deed of Power of Attorney Number: 7 had transferred the Certificate of Ownership No. 650 to Co-Defendant I. In this case Defendant II should not have transferred the Certificate of Ownership No. 650 to other people, because the land is in the status as collateral in the Debt Recognition Agreement between the Plaintiff and Defendant II. So that with the cancellation of the Deed of Sale and Purchase Agreement and the Deed of Power, it caused a loss for Co-Defendant I because they had purchased land with Certificate of Ownership No. 650 with valid and applicable procedures. Thus, the Notary as the official who made the deed with a legal defect and Defendant II who committed an unlawful act must be responsible for compensating for the losses suffered by Co-Defendant I.

CONCLUSION

The conclusions formulated from the discussion are, Legal protection for the Co-Defendant I who was harmed by the cancellation of the deed by the Court, by filing a claim for compensation to Defendant I/ Notary Sapto Teguh Imam Busono for having committed an unlawful act in carrying out his duties as an official authentic deed maker, co-defendant I can sue Defendant II/ Sunartin for an unlawful act because he had violated the Plaintiff's right to his land which was sold to another person, Co-Defendant I without first settling the debts between the Plaintiff and Defendant II. Article 84 of the UUJN stipulates that "it can be a reason for parties who suffer losses to demand reimbursement of costs, compensation and interest to a Notary". In this case, The Notary/Defendant I as the official authentic deed maker has made a mistake which resulted in another person (Co-Defendant I) suffering losses, as evidenced by the Panel of Judges that the Notary has committed an unlawful act. The Notary is responsible for paying the amount of losses suffered by Co-Defendant I.

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