

Legal Implications of the Position of the Defendant Notary in a Lawsuit to Cancel a Deed of Bequest as the Deed of Parties

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Abstract. This research discusses the legal implications of the notary's position as a defendant in a lawsuit to cancel a testamentary grant deed made by him as the deed of parties. Notaries are responsible for ensuring that every deed they make meets the quality and validity standards set by Law. The method used in this research is normative juridical research, which, in this case, can be done by examining various laws and regulations governing the role and responsibilities of notaries in making and cancelling testamentary grant deeds. In cancelling a testamentary grant deed, notaries can face various legal consequences, including administrative, civil, and criminal sanctions, if proven to have committed violations or negligence in making the deed. In addition, notaries are also responsible for storing and archiving deeds properly to ensure that they can be accessed for future legal purposes. This article also examines the legal protections that notaries can take to maintain the integrity of their profession and avoid potential lawsuits. By complying with legal procedures, ensuring the quality and validity of deeds, and implementing strict operational standards in storage and archiving, notaries can minimise legal risks and maintain public trust in their profession.

Keywords: Notary, Deed of Testamentary Grant, Deed Cancellation, Legal Implication, Legal Protection.

INTRODUCTION

The notary profession in Indonesia began in the 17th century, precisely on 27 August 1620, when Melchior Kerchen was appointed as the first notary by Jan Pieterzoon Coen, Governor General of the VOC in Jakarta. The initial task of a notary was to record and register all documents and deeds he made, which showed the importance of the notary's role in maintaining legal certainty in society. During the Dutch East Indies, the position of notary grew. The colonial government appointed notaries to serve the community's legal needs, particularly in business transactions and land ownership. In 1860, the legal system in Indonesia officially recognised the notarial institution, and from then on, the government regulated notaries by Law, giving them a more structured role. Notaries in Indonesia have strong roots in developing the national legal system. During the Dutch East Indies, a notary association was intended as a meeting place and gathering place

between the notaries who were its members. On 5 September 1908, a Gouvernements Besluit (Government Stipulation) recognised this association as a legal entity. After Indonesia's independence, notaries of Indonesian nationality requested the Indonesian government to amend the organisation's articles of association. Since then, the Indonesian Notary Association (INI) has been recognised as the only notary organisation in Indonesia, a status it has maintained today [1].

The legal basis for the office of notary in Indonesia is regulated in several regulations, including Law 30 of 2004 on the Office of Notary, which governs the appointment, duties, and responsibilities of notaries [2], along with Law 2 of 2014, an amendment to the previous Law, which reaffirmed the role and function of notaries in the Indonesian legal system [3]. In addition, there is also a Regulation of the Minister of Law and Human Rights that regulates the procedures for implementing the duties and obligations of notaries.

As a public official, a notary is authorised to do authentic deeds that serve as solid legal evidence in various transactions, such as land sales and purchases, agreements, and other documents that require legal validation [4]. The duties of a notary stipulated in the Notary Position Law include making authentic deeds for various acts and agreements required by Law, ensuring the certainty of the date of making the deed, keeping the deed archive properly, providing copies or excerpts of the deed to interested parties, and verifying the identity and legal capacity of the parties involved in the transaction [3].

Ethical and Professional Obligations As public officials, notaries are also expected to perform their duties with high ethics and professionalism. They must maintain the confidentiality of information obtained during their duties and avoid conflicts of interest. Violating these obligations may result in administrative sanctions or even revocation of the licence to practice. In this modern era, the role of notaries is increasingly essential in line with the increasing complexity of legal transactions and the public's need for legal certainty. Notaries function in making deeds and as mediators in dispute resolution, legal consultants, and providers of legal information for the public [5].

In the context of civil Law, the role of a notary has a significant impact, especially in the process of making a bequest deed. The notary is responsible for ensuring that the applicable legal provisions carry out the process of making a bequest deed. However, in some cases, the testamentary grant deed can be the subject of a cancellation lawsuit, which then involves the notary as the defendant. The legal implications of the defendant's position for the notary in the lawsuit for the cancellation of the testamentary grant deed as a deed of parties give rise to different legal approaches that are interesting to analyse by authors [6]. In this case, the legal basis governing the authority of notaries, the responsibilities of notaries, and the procedure for cancelling the deed of testamentary bequest are essential points to consider by the author [7].

In terms of legal basis, laws and regulations, such as Articles 1666 to 1693 of the Civil Code (KUHPer), regulate grants, including the procedure for cancellation. In addition, the responsibility of notaries in making grant deeds is also a relevant focus of analysis in this context. By considering various relevant legal perspectives, the

study of different legal approaches in the lawsuit for the cancellation of a testamentary grant deed as a deed of parties becomes essential to understanding the legal implications on the position of the defendant notary. In this context, the role of notaries as public officials in making authentic deeds is also an essential subject of analysis. As such, this article will detail the legal implications of the defendant's position for notaries in a lawsuit for the cancellation of a deed of testamentary bequest as a deed of parties by considering the different legal approaches relevant in this context by the author [8].

A testamentary grant deed is a legal document that states a testator's will to give some of his/her property or wealth to another person after his/her death. A person writes a will as a statement explaining how their property will be distributed after death; a testamentary grant is a subset of that will. In this context, testamentary bequests refer to the granting of certain goods to grantees specified by the testator. The Civil Code (KUHPerdata) regulates Testamentary bequests in Indonesia, precisely in Article 957, which describes them as a special testamentary stipulation. In this case, the testator can give certain goods to the grantee by fulfilling the author's applicable legal requirements [9].

A notary has a tremendous legal responsibility in making a grant of probate deed, as their role includes drafting and attesting the deed and ensuring that all legal procedures are followed correctly. The notary can be held liable for errors or violations in the deed. For example, if the testamentary grant deed contains legal defects, the notary should be held liable for the consequences, including the possible cancellation of the deed [10]. The testament grant deed itself is an essential legal instrument in regulating inheritance and division of property after a person dies, and a deed made before a notary has strong legal force and provides certainty for all parties involved.

However, a lawsuit for the cancellation of a testamentary grant deed can have significant legal implications for the notary involved in its creation. In this context, the notary's position as a party to the lawsuit can be a complex issue, especially regarding the legal liability that may arise from the cancellation of the deed [11]. A testamentary grant deed made before a notary has strong legal force because the notary acts as a public official authorised to do authentic deeds. However, suppose the deed is challenged and

cancelled by the court. In that case, the deed will be declared to have no legal force by the provisions of Article 875 of the Civil Code, which states that a will made before a notary can be cancelled if the procedure for making it does not meet the specified legal requirements by authors [5].

In many cases, plaintiffs only sometimes include a notary as a party in a lawsuit to cancel a testamentary grant deed. Notaries serve as witnesses and drafters of deeds, not as parties with a direct interest in the deed's contents. However, there are also decisions stating that a notary can be included as a party in a lawsuit if there are allegations of violations or errors in the deed-making process. If the deed of testamentary bequest is cancelled, the notary's liability may arise depending on the circumstances and procedures followed in making the deed. If it is proven that the notary committed errors or omissions in the deed-making process, he or she may be held liable, both legally and ethically. For example, suppose the deed does not fulfil the formal requirements stipulated in the legislation. In that case, the notary may be required to compensate the losses arising from the deed's cancellation [9].

Based on the background above, the purpose of the research in this document is to analyse the legal implications of the notary's position as a defendant in a lawsuit to cancel a testamentary grant deed. This research examines legal aspects relevant to the position and responsibilities of notaries in such situations, using a normative juridical approach, including the analysis of applicable laws and court decisions. The novelty of this research lies in the specific focus on the roles and responsibilities of notaries in the context of a lawsuit for the cancellation of a testamentary grant deed, which provides an in-depth understanding of how the role of notaries can affect this legal process and its consequences.

METHODS

This research uses a normative juridical method authors [12], focusing on applicable legal norms regarding theory and practice. This research method involves examining various laws and regulations governing the role and responsibilities of notaries in the making and cancelling testamentary grant deeds. The approaches used are the statute approach and the case approach. This approach aims to analyse how the Law applies in a particular context, as well as how the Law is used in relevant cases. The researchers examined

the data qualitatively by interpreting the legal norms related to the position of the notary as a defendant in the cancellation of the testamentary grant deed. This analysis also includes the application of legal theories in the context of the cases discussed. The data used in this research was obtained through library research, which collected primary and secondary legal materials, including laws, literature, and relevant court decisions.

RESULTS AND DISCUSSION

Legal Position of Notary as Defendant in the Cancellation of Testamentary Grant Deed

Notaries play an essential role in making authentic deeds, including testamentary grant deeds, which are legal documents to regulate the granting of assets from the testator to the grantee after the testator dies. In the process, the notary is responsible for drafting the testamentary grant deed by applicable legal provisions and ensuring that the formal and material requirements are met so that the deed is valid and legally enforceable by the authors [13]. By Article 875 of the Civil Code, a person may create a will, a deed that expresses their wishes regarding actions to be carried out after their death, which they can also revoke. Articles 938-939 of the Civil Code require the making of a will in the form of a public deed to be made before a notary.

The notary provides legal certainty for the parties through the notarial deed of legacy, which can serve as authentic evidence in legal proceedings in case of a future dispute. In addition, the notary also acts as a legal consultant by explaining the rights and obligations of the parties and ensuring they understand the legal consequences of the deed made [14]. In performing his duties, the notary ensures that the deed he makes has perfect evidentiary power in the eyes of the Law by confirming the identity of the parties, ascertaining their legal capacity, and guaranteeing that the deed is made without coercion [13].

In addition, the notary also plays a role in protecting the rights of related parties in the making of a testamentary grant deed. A notarial deed protects these rights because it has strong evidence that can be used in the event of a dispute. A notary's duty does not stop at making the deed; they are also responsible for storing and archiving the deed to ensure accessibility if needed for future legal purposes by the author [15]. Nonetheless, in some cases, deeds made by notaries can become the object of legal disputes, especial-

ly if there are allegations of violations or procedural discrepancies. The notary's position as a defendant in a lawsuit to cancel a testamentary grant deed will occur if there is an alleged violation of the Law or non-compliance with established procedures. Testamentary grants are regulated in Articles 1666 to 1693 of the Civil Code, which states that they are valid after the testator dies. A testamentary grant deed can be cancelled if there is a legal defect, as stipulated in Article 992 of the Civil Code, requiring a special notarial deed to revoke the existing will by authors [16].

The notary's position as a defendant can arise in various situations involving tortious acts or formal errors in deed-making. Author [17] revealed that if authorities suspect a notary of committing an unlawful act when doing a deed, such as falsifying documents or failing to comply with legal procedures, they can hold the notary accountable as a defendant. As public officials with the authority to create authentic deeds, notaries must always comply with strict legal procedures and act with integrity and professionalism. If a notary is suspected of committing an unlawful act in creating a deed, he or she can be drawn as a defendant in a lawsuit. Suppose there is strong evidence or allegation that the notary has committed unlawful acts, such as forgery of documents or negligence in complying with procedures. In that case, the notary can be drawn as a defendant in a lawsuit.

If a notary's actions cause harm, the affected parties can file a civil lawsuit to seek compensation for their losses. In more severe cases, notaries can also face criminal charges. Aggrieved parties can file a civil suit in court. They must prove that the notary has committed an unlawful act and that the act has caused them harm. If the notary's actions fall under criminal offences, such as document forgery or fraud, then the notary may be subject to criminal sanctions. This process involves an investigation by the authorities and a criminal court. Suppose authorities suspect a notary of committing an unlawful act when doing a deed, such as forging documents or failing to comply with legal procedures. In that case, they can name the notary as a defendant in a civil or criminal lawsuit. Allegations of unlawful acts can damage a notary's reputation and severely impact his or her career and professional integrity.

In addition, formal errors in deed-making can also place the notary in a defendant's position. Suppose there are formal errors in the deed, such

as the absence of valid witnesses or non-compliance with applicable legal provisions. In that case, the court can cancel the deed, and the notary can face liability. A formal error occurs when a party fails to meet the formal or procedural requirements outlined in the applicable legal provisions when creating a deed. These errors can have serious consequences, including cancellation of the deed and liability.

In many cases, authorised witnesses are essential in notarial deeds. Witnesses must fulfil certain conditions set by Law, such as not being related to the parties involved and having legal capacity. If the notary fails to ensure the presence of valid witnesses, the deed may be considered formally defective. The consequence of a formal error in a deed is the cancellation of the deed. A formal error can be the basis for an aggrieved party to apply for cancellation of the deed in court. The court will assess whether the formal error is significant enough to cancel the deed. If the deed is cancelled, the deed is deemed to have never existed and has no legal force. This cancellation can result in losses for the parties involved, such as loss of property rights or obligations previously stipulated in the deed. Formal errors in the making of the deed, such as the absence of valid witnesses or non-compliance with applicable legal provisions, may result in the deed's cancellation and the notary's liability. Cancellation of a deed can harm the parties involved and reduce trust in notaries.

Notaries must ensure that the deeds they make meet the established quality standards. If the deed does not meet these standards and causes harm to interested parties, the notary can be drawn as a defendant. Notaries have a great responsibility to make authentic deeds. This responsibility includes ensuring that the deed created meets the quality standards set by applicable laws and regulations. The notary must draft the deed in clear, unambiguous language and include all relevant and complete information [18]. The notary must draft the deed by the applicable legal provisions, ensuring they fulfil the formal and material requirements. The notary must verify and validate the identity of the parties and the validity of the supporting documents used in the deed. The result of non-compliance with quality standards is that the deed made by the notary does not meet the established quality standards, which can result in various serious consequences, including losses for interested parties and legal liability for the notary. Notaries must ensure

their deeds meet the quality standards of applicable laws and regulations. If the deed does not meet such standards and harms interested parties, they may name the notary as a defendant in a civil lawsuit. To avoid legal risks and maintain public trust, notaries should always adhere to strict legal procedures, participate in continuing education and training, implement strict SOPs, and consult legal experts when necessary.

Notaries are responsible for ensuring that every deed they make is by applicable legal provisions. This responsibility includes:

1) Notaries must ensure that every deed they make meets the established legal procedures, including the presence of valid witnesses and the fulfilment of other formal requirements. Notaries have a vital role in ensuring the validity and reliability of the deeds they make. Compliance with established legal procedures is a crucial aspect that every notary must maintain; this aims to ensure that the deeds produced have legal force and can be relied upon by interested parties. Notaries must follow the legal procedure that requires the presence of legal witnesses, which is one of the formal requirements for doing a deed. Witnesses are tasked with providing testimony that the deed has been made and signed in their presence. Witnesses must fulfil the requirements set by the Law, such as not having a family relationship with the parties involved in the deed, having legal capacity, and being physically present when making the deed [15].

The notary must ensure that the witnesses are present and aware of the content and intent of the deed. Witnesses must also sign the deed as proof of their presence and consent. Then, the notary must also fulfil other formal requirements, such as verifying the parties' identity in the deed; this includes checking identity documents such as ID cards, passports, or other official documents. The notary must read and explain the contents of the deed to the parties involved before they sign it to ensure that all parties understand and agree to the contents. The deed must be signed by all interested parties as well as by the notary himself authors [19].

To ensure its validity, the parties involved must sign the deed in the presence of a notary. The notary must record and keep copies of the deed and other supporting documents by the procedures stipulated by laws and regulations.

2) The notary must ensure that the deed he/she makes is of a quality and validity that is by applicable legal standards; this includes ensuring that all parties involved in making the deed understand and agree to the contents of the deed. Notaries ensure that every deed they make is legally valid and high-quality. The quality and validity of the deed are two interrelated aspects that must be fulfilled for the deed to function correctly and provide maximum legal protection to the parties involved. The deed must be drafted in unambiguous language so that it does not give rise to different interpretations at a later date; this includes neat writing, proper use of legal terminology, and a logical structure. The notary must ensure that the deed contains all relevant information, including the identity of the parties, the object or subject governed by the deed, the terms or conditions to be fulfilled, and the rights and obligations of each party [13].

The notary must verify the identity of the parties involved in making the deed to ensure that they are authorised and legitimate parties to perform such legal actions. Supporting documents used in the deed must be verified for validity. For example, in a land sale and purchase deed, the notary must ensure the land certificate is valid and not disputed.

3) Notaries are also responsible for correctly storing and archiving the deeds they create to be accessed for legal purposes in the future if needed. Notaries have responsibilities not only in making deeds but also in storing and archiving the deeds properly. Good storage and archiving are essential to ensure that the deed can be accessed quickly and securely if needed for legal purposes in the future. It is also necessary to maintain public confidence in the integrity and professionalism of the notary profession. Deeds that have been made must be stored in physical form in a safe place and by the standards set by laws and regulations. The storage place must have an adequate security system to prevent unauthorised access, damage or loss by authors [20]. In addition to physical storage, notaries may also store electronic copies of deeds. Electronic storage must meet strict digital security standards to protect the data from unauthorised access, leakage or cyber-attacks.

Deeds should be catalogued to be systematically and efficiently accessed when needed. This cataloguing system should include the deed number, date of creation, parties' names, and deed type.

Each deed should be indexed and labelled to facilitate searching and retrieving documents when needed. Notaries should implement a strict access policy to ensure that only authorised parties can access the stored deeds; this includes clients, parties related to the deed, and legal authorities if necessary. Notaries should have a clear and documented procedure for handling deed access requests. These procedures should ensure that authorised parties make requests and applicable regulations grant that access. To safeguard stored deeds from physical damage, individuals should protect them from environmental factors such as humidity, extreme temperatures, or pest infestation. Protection from data corruption or virus attacks is also critical for electronic documents. Notary offices should equip their data storage systems with data recovery mechanisms, including regular backups and reliable data recovery technology, to ensure that documents can be recovered during loss or damage [21].

The legal position of a notary as a defendant in the cancellation of a testamentary grant deed is highly dependent on whether the notary has fulfilled his professional obligations by the applicable legal provisions. Notaries ensure that every deed is valid and fulfils the established legal procedures. If there is a violation or discrepancy, the notary can be drawn as a defendant and subject to appropriate legal sanctions. The Legal Basis of the Notary's Position as a Defendant will be explained as follows [9];

1) *Civil Code (KUHPerdata)*. The Civil Code provides the primary legal basis governing the cancellation of testamentary grant deeds and the position of notaries. Article 875 states that a will made before a notary can be cancelled unless the procedure for making the stipulated requirements carries it out. If the testamentary grant deed is cancelled, the notary who drafted the deed can be considered the defendant if there are allegations that he/she has committed errors or omissions while making the deed.

2) *Law No 30 of 2004 on the Position of Notary*. This Law regulates the duties, powers, and responsibilities of notaries. In the context of a lawsuit for the cancellation of a testamentary grant deed, a notary can be required to provide information regarding the deed-making process and ensure that all legal procedures have been followed. If it is proven that the notary did not perform his duties properly, he can be held liable.

3) *Supreme Court Decision*. Supreme Court Decision No 2665 K/PDT/2019 shows how the notary's position as a defendant can arise in practice. In this case, the plaintiff sued for the cancellation of a testamentary grant that was considered to violate the rights of the heirs. The notary making the grant deed can be summoned to provide testimony in court, although not always a party to the lawsuit.

If the testamentary grant deed is cancelled, the notary can be held liable for errors in the deed's making. This responsibility can be in the form of compensation to the party harmed by the cancellation of the deed. The notary must be able to prove that he/she has performed his/her duties by the applicable provisions to avoid lawsuits. The Law protects notaries as long as they follow the established procedures. If the notary follows all the correct steps in granting a testament deed, no one can hold them liable for any cancellation that occurs for reasons unrelated to their mistakes; this protection is essential to maintain the integrity of the notary profession and provide legal certainty [22]. In a lawsuit to cancel a testamentary grant deed, the notary may be called a witness to give an account of the deed-making process. The notary must be prepared to explain the procedures followed, including verifying the parties' identity and fulfilling the applicable legal requirements. The legal position of a notary as a defendant in a lawsuit for the cancellation of a testamentary grant deed reflects the responsibility and essential role that notaries play in the legal system. With a clear legal basis, including the Civil Code and the Notary Office Law, notaries must perform their duties carefully to avoid adverse legal consequences. Cancellation of a testamentary grant deed can have severe implications for notaries, especially if there are allegations of errors in the deed-making process. Therefore, a good understanding of the applicable laws and procedures is essential for notaries to carry out their profession.

Legal Implications of Cancellation of Testamentary Grant Deed on Notary as The Deed of Parties

Cancelling a deed of endowment made by a notary can have various legal consequences for the notary. These consequences may include legal sanctions, professional liability, and reputational impact. Cancelling a grant deed made by a notary

can bring various legal implications for the notary. In this context, it is essential to understand how a testamentary grant deed functions, the legal basis that governs it, and the responsibilities and implications that may be faced by a notary when the deed is cancelled. If the court cancels a testamentary grant deed, the notary may be held accountable for any errors in the deed's making. This liability may include compensation to the party harmed by the cancellation of the deed. For example, if the notary did not adequately verify the identity or legal capacity of the parties involved, he or she may be deemed negligent. Cancelling a grant of testament deed can affect the public's reputation and trust in notaries. If a notary is frequently involved in deed cancellation cases, this may reduce public trust in the professionalism and integrity of the notary. Therefore, notaries must maintain ethical standards and professionalism in every deed they make [22].

In a lawsuit to cancel a testamentary grant deed, the notary may be called a witness to give an account of the deed-making process. The notary should prepare to explain the procedures they followed and ensure they have adequately implemented all legal steps. If it is proven that the notary did not follow the set guidelines, he or she may face legal consequences. The notary is protected by the Law as long as he/she acts by the applicable provisions. If a notary has performed his duties correctly and according to procedures, he cannot be held liable for the cancellation of deeds that occur for reasons unrelated to his mistakes; this is important to maintain the integrity of the notary profession and provide legal certainty [14].

In some cases, such as in Supreme Court Decision No 2665 K/PDT/2019, notaries can be involved in legal proceedings without being fully to blame. In such cases, even though the testamentary grant deed is cancelled, the notary is not necessarily held fully responsible, as the deed's content is the testator's last will. Cancelling a grant deed by a notary can carry various legal consequences, including legal liability, reputational impact, and involvement in legal proceedings. Notaries must ensure that all legal procedures are followed correctly to minimise the risk of cancellation and maintain public trust. By understanding the legal basis and responsibilities, notaries can better perform their profession and avoid adverse legal consequences [23].

Cancelling a deed of endowment made by a notary can bring various legal consequences to the notary. These consequences include legal sanctions, professional liability, and reputational impacts that may affect the career and integrity of the notary profession. The following is a detailed explanation of each of these consequences:

Administrative Sanctions: notaries may be subject to administrative sanctions by the Notary Supervisory Council if proven to have committed an offence in the making of a deed. These sanctions can be warnings, suspensions, or revocation of notary practice licences. Notaries proven to have committed violations in making deeds may be subject to administrative sanctions by the Notary Supervisory Panel. These administrative sanctions aim to uphold discipline and maintain the integrity of the notary profession. The following are administrative sanctions that can be imposed on notaries [24].

a) A verbal warning is given to notaries who commit minor offences that do not cause significant harm or endanger the public interest.

b) A written warning includes details of the offence committed and instructions on correcting the error or omission.

c) A temporary suspension is given if the offence committed is severe enough but is still under investigation or awaiting a final decision from the Notary Supervisory Panel.

d) Permanent suspension is imposed if the investigation results prove that the notary has committed a serious offence.

e) Next is the temporary revocation of the notary's licence to practice if the offence committed is grave and endangers the public interest or the integrity of the notary profession.

Civil Sanctions: Parties harmed by a cancelled deed can file a civil lawsuit against the notary to seek compensation. Plaintiffs usually base this lawsuit on unlawful acts or negligence by the notary in carrying out his duties. Parties who feel aggrieved by notaries' errors or negligence in performing deeds can pursue civil sanctions as legal remedies against notaries. When the court cancels a deed made by a notary, the injured party has the right to file a civil lawsuit to seek compensation. The following explains the civil sanctions that can be imposed on notaries. First, civil lawsuits against notaries are often based on Article 1365 of the Civil Code (KUHPperdata), which

states that every unlawful act that causes harm to another person obliges the guilty party to provide compensation [25].

In the context of notaries, unlawful acts can take the form of actions that violate laws and regulations or legal principles that apply in making deeds. In addition to illegal acts, a lawsuit can also be based on negligence or lack of care by the notary in carrying out his duties. Article 1366 of the Civil Code states that a person is liable for losses caused by his or her negligence. Notaries who do not comply with the correct procedures or make mistakes in making deeds can be considered negligent and liable for the losses incurred. Parties can sue for two types of loss: material and immaterial.

Furthermore, a Notary can also be subject to Criminal Sanctions. Suppose the violation committed by the notary falls into the category of criminal offences, such as document forgery or fraud. The notary can be subject to criminal sanctions by applicable legal provisions in that case. Authorities impose criminal sanctions against notaries if the offences they commit fall into the category of criminal offences. These offences can be actions contrary to criminal Law, such as document forgery, fraud, or abuse of authority. Criminal sanctions are serious consequences that can be imposed on notaries if they are proven to have committed criminal offences such as document forgery, fraud, or abuse of authority. These sanctions include imprisonment and/or fines by applicable legal provisions.

The enforcement process involves investigation, prosecution, and trial in court. In addition to criminal penalties, notaries also face revocation of their licence to practice and a negative impact on their reputation and financial standing. Therefore, notaries must perform their duties honestly and comply with applicable legal regulations to avoid criminal sanctions. Professional Responsibility, Compliance with Legal Procedures: notaries ensure that every deed they make fulfils the established legal procedures. If the grant of testament deed is cancelled because it does not meet the formal or material requirements, the notary can be negligent in carrying out his duties. Compliance with legal procedures is an essential responsibility notaries must carry out in every deed, including bequest deeds. The established legal procedures aim to ensure the validity and authenticity of the deed. Non-compliance with these procedures can have severe consequences

for both the parties involved and the notary himself. The formal requirements include rules that parties must fulfil in the deed-making process for the deed to be considered legally valid. The notary must ensure that the identity of all parties involved in the deed has been adequately verified. The deed must be signed by the parties involved and stamped by the notary. The deed must include a precise date and place of creation. The notary must read the deed in the presence of the parties to ensure they understand the contents of the deed before signing it. Material requirements relate to the content or substance of the deed. The content of the deed must be following the applicable laws and regulations. The deed must reflect the parties' free will without coercion or pressure. The content of the deed must be explicit and not give rise to different interpretations. Compliance with legal procedures is a crucial responsibility for notaries in making deeds, including grant of testament deeds. Notaries must ensure that every deed they make fulfils the formal and material requirements stipulated by the Law [26].

Cancelling a deed of endowment made by a notary can bring various legal consequences to the notary. These consequences include legal sanctions, professional liability, and reputational impacts that can affect the career and integrity of the notary profession. Reputational Impact Public Trust, the cancellation of a testamentary grant deed can damage the notary's reputation in the eyes of the public. Public trust in notaries is crucial, and the cancellation of a deed can reduce that trust. When the court cancels a deed made by a notary, it may indicate that the notary did not perform his/her duties by the applicable legal standards. Such an event can damage the reputation of the notary, both among professionals and in the general public. Public trust in notaries is crucial because authors consider notaries neutral and responsible public officials [27].

Cancellation of deeds can reduce this trust, as the public may see the notary as incompetent or careless in performing his or her duties. Losing public trust can have a long-term impact on a notary's career. Clients who feel aggrieved or distrustful may look for another notary to take care of their legal needs in the future, so notaries involved in deed cancellation cases may lose customers and business opportunities. Notaries involved in deed cancellation cases may be perceived as not having high professional integrity; this can negatively impact the notary's career

and future business opportunities. Professional integrity is a highly valued quality in the notary profession. A deed cancellation case may indicate that the notary lacks professional integrity. Notaries involved in deed cancellation may not have high professional integrity. This integrity includes honesty, ethics, and commitment to perform duties by the Law [28]. Cancellation of the deed may indicate that the notary may not have adhered to these principles. A reputation as a professional who lacks integrity can damage a notary's career. Breaches of professional standards can result in a notary losing the trust of colleagues, superiors and clients; this can hinder career advancement and the chances of securing important positions or projects in the future. A reputation as an unreliable notary can reduce business opportunities. Clients avoid notaries involved in deed cancellation cases because they want legal certainty and trust in every transaction.

As public officials responsible for drafting authentic deeds, including testamentary grant deeds, notaries must maintain integrity and neutrality in performing their duties. To protect themselves from potential lawsuits and preserve the integrity of their profession, notaries can take several legal protection measures. Notaries must comply with all laws and regulations governing the office of notary, including the Law on the Office of Notary (UUJN) and other relevant regulations. Notaries can avoid violating the Law by appropriately understanding and applying the legal provisions. Notaries must always adhere to the code of ethics applicable to their profession. Notaries must maintain basic principles such as integrity, professionalism, and neutrality in every action they take, as outlined in the code of ethics. Then, the notary must keep all documents related to making the deed carefully and neatly. Good storage will make it easier for the notary to provide the necessary evidence in a dispute or lawsuit. The notary must clearly and transparently record every action and process they carry out. These records should include all relevant information, such as the parties' identity, the agreement's content, and the procedures followed. The notary must also maintain neutrality and not favour any parties involved in the deed. This neutral stance will help the notary maintain the integrity and trust of all parties [14].

CONCLUSION

1. In the research on the legal implications of the notary's position as a defendant in a lawsuit for the cancellation of a testamentary grant deed, it can be concluded that the notary has a crucial role as a neutral party in making a testamentary grant deed. As the party that ensures that the deed fulfils all applicable legal requirements, the notary is responsible for verifying the identity of the relevant parties, validating the documents, and drafting the deed clearly and thoroughly. The legal obligations of a notary provide the legal basis for his or her position in a lawsuit over the cancellation of a testamentary grant deed, regulated in the Notary Office Law and the Civil Code. An analysis of these regulations shows that parties can sue notaries if they find that they have violated the Law or been negligent in their duties. Case precedents support this legal position, whereby the court can cancel the grant deed and hold the involved notary accountable.

2. Cancelling a deed of endowment by the court may result in various legal consequences for the notary. These consequences include administrative sanctions from the Notary Supervisory Council, such as warnings, suspensions, or revocation of practice licences and civil suits from aggrieved parties seeking compensation. Notaries may also face criminal sanctions if the offence falls into the criminal offence category, such as document forgery or fraud. Adverse impacts on the notary's professional reputation and career are also possible. To protect themselves from potential lawsuits and maintain the integrity of their profession, notaries must adhere to strict legal procedures in making deeds, ensure the quality and validity of deeds, and conduct proper storage and archiving. In addition, implementing strict standard operating procedures, using technology for document management, and continuing education and professional competency training can assist notaries in facing these legal challenges. Thus, the notary has a clear legal position as a party that can be sued for cancelling the grant deed of testament. The responsibility and authority it carries make it vulnerable to lawsuits due to errors or omissions.

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