

Notary's Responsibility for Dishonest Actions of One of the Parties In a Share Sale and Purchase Agreement: Study of Decision No 188 Pk/Pdt/2020

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Abstract. This study aims to analyse the Notary's responsibility for Notarial deeds made based on dishonest actions of one of the parties in a share sale and purchase agreement based on Decision No 188 Pk/Pdt/2020 and analyse the legal consequences of a notarial deed made based on dishonest actions of one of the parties in a share sale and purchase agreement. The research method employed is normative legal research, utilising a legislative approach, a conceptual approach, and a case-based approach. The results of the study indicate that the urgency of regulating policy regulations in the Administrative Law Notary's responsibility for Notarial deeds made based on dishonest actions of one of the parties in the share sale and purchase agreement based on Decision No 188 Pk/Pdt/2020 can be subject to several aspects of responsibility, namely civil responsibility, criminal responsibility and administrative responsibility. From the civil side, Notaries sued on the grounds of committing an unlawful act (PMH), as regulated in Article 1365 of the Civil Code. From an administrative perspective, a Notary violates the Code of Ethics of the Indonesian Notary Association when they draft a notarial deed based on the dishonest actions of one party in a share purchase agreement. In such cases, the law treats the deed as void from the outset because coercion renders the contract legally nonexistent, thereby nullifying it.

Keywords: Notary's Responsibilities; Dishonest Acts; Buying and Selling Shares.

INTRODUCTION

Notary is an extension of the government, in this case, the State, where the State has given trust to the Notary to carry out some of the State's affairs or duties, especially in the field of civil law. A Notary is a public official who has the exclusive authority to draft deeds of agreements, contracts, or decisions that the law requires to be documented in an official, authenticated form. Notary is also responsible for setting the date of the deed, for storing to provide a valid gross or copy or partial citation of the deed, provided that the making of the deed is not assigned to other public officials and is only the exclusive task of the Notary.

The appointment of Notaries as a supporting profession for the capital market is stated in Article 64, § 1 of Law No 8 of 1995 concerning the Capital Market [1] (hereinafter referred to as

UUPM), which states that supporting professions for the capital market consist of Accountants, Legal Consultants, Appraisers, Notaries and other professions stipulated by Government Regulation. The primary role of helping professions in the capital market is to assist issuers in the process of going public and fulfilling continuous requirements regarding openness (disclosure).

Law No 40 of 2007 concerning Limited Liability Companies [2] (hereinafter referred to as UUPT) and the company's articles of association explicitly regulate the procedures for buying and selling shares or transferring share ownership rights; this means that shareholders must follow the provisions in the company's articles of association when buying, selling, or transferring shares, provided those provisions do not contradict the regulations set by the UUPT.

In practice, parties often sue Notaries over the deeds they draft, especially when they accuse the Notary of negligence for failing to detect the hidden intentions of one party during a share sale and purchase transaction. Individuals frequently use sales and purchase agreements to carry out dishonest acts. This action is carried out with dishonesty from one or more parties in the agreement, facing the Notary with hidden or disguised intentions that are not known to the Notary himself. This action could become a legal issue because it may affect the validity of the deed itself. Parties can also hold the Notary accountable for the consequences of a deed that is based on the hidden intentions of the parties. If evidence proves that the Notary was negligent in preventing unlawful acts committed by the parties, those affected can demand that the Notary be held liable.

Notaries must always act carefully when carrying out legal actions. Therefore, before drafting a deed, the Notary must examine all relevant facts in their considerations, based on the applicable Laws. Examining all the completeness and validity of the evidence or documents shown to the Notary, as well as hearing the statements of the parties, must be done as a basis for consideration to be stated in the deed. If the Notary is not careful in examining essential facts, it means that the Notary is acting carelessly. A Notarial Deed must provide certainty that the incident and the facts in the deed were carried out by the Notary or explained by the parties who appeared at the time stated in the deed, by the procedures that have been determined in making the deed. Formally to prove the truth and certainty about the day, date, month, year, time of appearing, and the parties who appeared, the initials and signatures of the parties, witnesses and Notary, and prove what was seen, witnessed, heard by the Notary (on the official deed or minutes), and record the statements or statements of the parties (on the party deed)

Therefore, in carrying out their duties, Notaries must apply the Know Your Customer (KYC) Principle. The Know Your Customer (KYC) Principle is a procedure that Notaries must carry out to identify the identity and risk profile of each client who conducts notary transactions. This principle aims to prevent the misuse of Notary services in illegal activities, such as money laundering, terrorist financing, or tax evasion. However, in implementing this principle, Notaries have limitations on their responsibilities. If an error occurs

due to the actions or negligence of another party, the Notary cannot be held fully responsible for it.

According to Decision No 188K/Pdt/2020 [3], Notary Public Maria Rahmawati Gunawanget dragged along as Defendant VI at first instance at the Bekasi District Court in the Law suit against the deed he made, namely Notarial Deed No 30 dated 21 June 2011 entitled "Sale and Purchase of Shares of PT General Energy Indonesia" and Notarial Deed 29 dated 21 June 2011 entitled "Minutes of PT General Energy Indonesia" where the deed was made with the hidden intention of one of the parties, namely Dahlan Iskan and Tan Hedy Laurent who was at that time the Director PT Wira Prima Energy and PT Nusa Cipta Energy, where the party promises that the transfer of shares is only temporary and will soon be returned to the original shareholder, in this case, PT Da Fen Indonesia, Djoko Effendy Bostan, and Indra Widya Agustina, this is the fact that was not informed to Notary Maria Rahmawati Gunawan; the payment mentioned in the deed was also never submitted by the share purchaser to the share owner who transferred his shares, which, in this case, is the reason why Notary Maria was included as a co-defendant because she stated that there was a cash payment regarding the purchase of the shares, which, in reality, never happened.

Based on the background description above, the author formulates the problem as follows:

What is the Notary's responsibility for a Notarial deed made based on the dishonest actions of one of the parties in a share sale and purchase agreement, based on Decision No 188 Pk/Pdt/2020.

And what are the legal consequences of a Notarial deed made based on the dishonest actions of one of the parties in a share sale and purchase agreement? [3]

METHOD

This type of research is a form of legal research in the normative juridical context, where it discusses doctrines or principles in legal science, seeking solutions to legal issues to identify the basic understanding of rights and obligations, legal events, legal relationships, and legal objects. This research examines the legal norms contained in specific laws and regulations, as outlined in written and systematic law [4]. In this study, the researcher systematically examines the legal

norms contained in laws, regulations, and court Decisions related to the problems under study to obtain answers to the questions above [5].

The method used to answer the problems in this study is the statistical approach. This approach requires the researcher to examine all laws and regulations relevant to the legal issues under discussion. In this approach, the researcher analyses the form, content, and implementation of rules and regulations related to the problems being studied. Conceptual approach. Researchers base this approach on the views and doctrines that develop in legal science. Employ this approach by reviewing the views and opinions of scholars and scientific books relevant to the problems under discussion [6].

Case Approach: The approach involves reviewing cases related to the legal issues at hand. The cases examined are cases that have obtained a court Decision with permanent legal force.

This research employs the technique of citation from legal sources, combined with literature studies and documentation studies. It collects information from sources beyond Law books, including scientific works, documents, articles, and other internet-based materials that intersect with the problems raised in this research. Researchers then study these materials as a whole unit.

To analyse data using prescriptive analysis methods, which involves research aimed at providing an overview or formulating problems based on existing conditions/facts. The nature of normative research analysis is prescriptive, namely, to give arguments for the results of the research conducted. Researchers carry out argumentation to provide prescriptions or assessments regarding what is right or wrong, or what should or should not be, according to the law (including legal norms, principles, doctrines, or theories related to the facts or legal events under study). Of course, it is also closely related to the approach used, which affects the analysis of legal materials in normative legal research [7].

RESULTS AND DISCUSSION

Notary's Responsibility for Notarial Deeds Made Based on Dishonest Actions of One of the Parties in a Share Sale and Purchase Agreement Based on Decision No 188 PK/PDT/2020. As a public official authorised to make authentic deeds that serve as a perfect means of proof, a Notary bears

significant responsibility in creating and issuing these authentic deeds. This responsibility is a risk or consequence that a Notary must accept if they do not comply with the provisions of applicable laws and regulations in carrying out their duties.

All actions of a Notary in carrying out their duties and obligations must be legally accountable, including all consequences of being subject to legal sanctions for violations of the underlying legal norms.

The Notary's responsibility extends beyond creating an authentic deed to ensuring its proper execution and managing the period after the deed's formation, as any invalidity in the deed can lead to legal problems. The Notary's responsibility also occurs if the Notary deviates or violates the requirements for making a deed, the final consequence of which is that the deed is declared invalid. So, in the case of a deed issued by the Notary, then being degraded into a private deed, which is caused by the Notary's error due to violation of the requirements in its making, then it remains the Notary's responsibility.

The aspect of a Notary's responsibility arises because of an error made in carrying out a job duty, and the error causes a loss to another person who requests the Notary's services; this means that to determine a Notary's guilt, which results in the replacement of costs, compensation, and interest, it is necessary to establish whether the Notary's un Law ful act can be accounted for. Legal systems view responsibility from the perspectives of civil, administrative, or criminal law.

A notary is genuinely responsible for the deed they have made if a dispute arises in the future regarding the deed made before the Notary, as regulated in Article 65 of the Amended UUJN, which states as follows: "Notaries, Substitute Notaries, and Temporary Notary Officials are responsible for every act they make, even though the Protocol. Protocol: The Notary has handed over or transferred to the Protocol depositary, Notary Public".

In this case, at the first level, the Notary, as the defendant, was declared to have participated in committing an unlawful Act (PMH) and to have collaborated with the other defendants. Furthermore, at the appellate level, the verdict remained unchanged, having been upheld at the initial level of review. Then, at the cassation level, the Notary's cassation application, in this case,

was rejected as the applicant for cassation. And the next legal effort, at the Judicial Review level, Notary Rahma was finally released from the obligation to be jointly and severally liable, namely, paying compensation, and was declared not to have participated in committing an unlawful Act (PMH).

Based on the judge's considerations at the level of review in the Decision No 188 Pk/Pdt/2020, namely [3]. Considering the above reasons, the Supreme Court thinks:

That there has been a mistake by the judge or an apparent error in the Judex Juris Decision which rejected the cassation of Defendant VI/the current Petitioner for Judicial Review and the Judex Facti Decision which granted the Plaintiffs' Law suit which among other things stated that Defendant VI/the Petitioner for Judicial Review together with Defendant I, Defendant II, Defendant III, Defendant IV had committed an unlawful act and ordered Defendant VI/the current Petitioner for Judicial Review to pay compensation;

That Defendant VI/Applicant for Judicial Review is a Notary/Land Deed Official who made the deeds with the following Nos: Notarial Deed No 4 dated 4 January, 2011, Notarial Deed No 5 dated 4 January, 2011, Notarial Deed No 6 dated 12 July, 2011, Notarial Deed No 30 dated 21 June, 2011 and Notarial Deed No 35 dated 23 June, 2011 at the will, desire or request of Plaintiff I, Plaintiff II, Plaintiff III and Defendant I, Defendant II to carry out the sale and purchase of shares with Defendant V. The parties who carried out the sale and purchase of shares have also signed the original minutes before Defendant VI/Applicant for Judicial Review as Notary. Defendant VI has also explained the contents of the deeds, including that they also serve as evidence or receipts of payment for the sale and purchase of shares.

That is based on Law No 30 of 2014 concerning the Position of Notary as amended by Law No 2 of 2014 [8], especially in the general explanation that an authentic deed essentially contains formal truth by what the parties have notified the Notary. Therefore, if later one or several parties to the agreement who appear before the Notary allege that there has been an unlawful act committed by one of the parties, among others by stating that the deal is only "pretend" or "proforma" as argued by the Plaintiffs/Defendants of the Judicial Review and is classified as containing an unlawful act, then the

Notary cannot be burdened with responsibility for the "pretend" or "proforma" agreement because "pretend" is the hidden will of the parties themselves which is unknown to the Notary. Therefore, all legal consequences of the "pretend" legal act become a legal problem for the parties themselves. At the same time, the Notary who made the deed cannot be said to have committed an unlawful act, so the Notary does not bear legal responsibility for the "pretend" legal event.

Considering, that based on the considerations above, the Supreme Court thinks that there are sufficient reasons to grant the application for judicial review from the Applicant for Judicial Review of Notary Maria Rahmawati Gunawan, SH, and to annul the Supreme Court Decision No 1681 K/Pdt/2017 dated 16 August 2017 and the Supreme Court will re-try this case with the Decision as will be stated below [9];

Based on the judge's opinion above, Notary Rahma's responsibility is not necessary, as he was unaware of the parties' or shareholders' hidden intentions. This indicates that the principle of caution has limitations in the position of a notary. Quoting from the considerations of the Supreme Court (MA) in the Decision at the level of review, the actions taken by Defendant IV who is a Notary of the deed related to the sale and purchase of shares cannot be categorised as an Unlawful Act (PMH) because Defendant VI was only carrying out his duties as a Notary, so the MA thinks that the Panel of Judges at the Cassation level should not have rejected the case.

About the above case, the scope of a Notary's responsibility may vary depending on several factors, including:

Type of violation: Violations committed by a Notary may be in the form of violations of criminal Law, civil Law, or breaches of the professional code of ethics.

Degree of intent: Whether the violation was committed intentionally or through negligence.

Impact of violation: How much loss was caused by the breach?

Statutory provisions: The Notary Law and other relevant laws and regulations detail the rights and obligations of Notaries, including their specific responsibilities.

Legal experts categorise a Notary's professional responsibilities into ethical and legal obligations, with the latter further divided into administra-

tive, civil, and criminal law. If related to the case, the Notary at the first level granted part of the entire petition of the Plaintiffs. At the first level, Defendant VI was declared to have committed an Unlawful Act (PMH) as committed by Defendant I, Defendant II, Defendant III, and Defendant IV. The court upheld the Decision at the cassation level and, during the judicial review process, subsequently declared that the Notary had not committed any violations of the law in their position.

The author believes that the sanctions that can be imposed on a Notary as a Defendant if proven to have committed an Unlawful Act (PMH) are not only civil sanctions, as stated in the Decision at the first level, namely Decision No 334/PDT.G/2014/PN.BKS, but can also be held accountable civilly and administratively [10].

The author explains several types of liability that courts can impose on a Notary when they are genuinely involved in an unlawful act (PMH) while making an authentic deed.

1) Civil Liability. Plaintiffs can sue Notaries in the civil law realm for committing an unlawful act (PMH) as regulated in Article 1365 of the Civil Code [11].

The provisions on Unlawful Acts (PMH) are reflected in Article 1365 of the Civil Code, which reads as follows: "Every act that violates the Law and causes loss to another person requires the person who caused the loss due to his/her fault to compensate for the loss."

2) Criminal Liability. The Law of Evidence governs the implementation of a Notary's duties, explicitly requiring the Notary's responsibilities and authorities in specific legal processes where parties must provide proof. The existence of this kind of evidence is within the scope of civil law, because the Notary must make an authentic deed at the request of the person appearing. Without a request from the person appearing, the Notary will not take any action. The Notary creates an authentic deed in the presence of the parties, based on evidence or statements from the parties. The Notary then interprets it in the form of a Notarial deed, while still being guided by the applicable rules and procedures related to the legal process of creating a deed.

When parties or others dispute a Notarial deed, they usually exclude the Notary, considering them to be involved in the crime. What is meant by the Notary in this case is providing or giving

false information among Notaries. The deed also proves whether it is possible that the Notary intentionally or mistakenly intended to commit a crime from the start with the criminal parties.

3) Administrative Accountability. As a Notary subject to the UUJN, the defendant can face administrative sanctions. If the Notary violates the provisions of the UUJN, authorities can impose four types of administrative sanctions: a) Written Warning; b) Temporary Suspension; c) Honourable Dismissal; d) Dishonourable Discharge.

The sanctions apply in stages, starting from written warnings to dishonourable dismissal. Supervision and guidance of Notary behavior as regulated in the Code of Professional Ethics and Implementation of Notary Positions regulated in Law No 30 of 2004 concerning Notary Positions, Article 67 § (1) The Minister forms a Notary Supervisory Board in stages starting from the Regional Supervisory Board (MPD), Regional Supervisory Board (MPW), Central Supervisory Board (MPP). The implementation of the code of ethics is supervised not only by the Supervisory Board, as stipulated in the law, but also by the Honorary Council – an independent and unbiased body within the Indonesian Notary Association (INI) that consists of the Central Honorary Council (DKP), Regional Honorary Council (DKW), and Regional Honorary Council (DKD) [8].

The imposition of administrative sanctions is carried out directly by the agency authorised to impose such sanctions, namely the Supervisory Board. The process of imposing sanctions is carried out in stages, considering the severity of the violations committed by the Notary and the reasons for the Notary being subject to administrative sanctions. The Supervisory Board imposes administrative sanctions on the Notary as a preventive measure to enforce compliance and apply repressive sanctions, ensuring effective implementation of these sanctions. The implementation of these administrative sanctions aims to provide legal certainty, primarily by supervising the Notary's performance, ensuring that legal certainty is maintained in every transaction involving the Notary. Protect the interests of the community; this supervision also aims to protect the community from unprofessional or unlawful notary actions and improve the quality of Notary services. The authorities aim to enhance the qual-

ity of Notary services to the community through ongoing training.

In this case, according to the author's analysis, the Notary can be subject to administrative sanctions in the form of a written warning because the Notary should apply the Principle of Caution as an official authorised to make authentic deeds more carefully.

The theory of legal certainty is critical of the legal responsibility of Notaries. Legal certainty is a principle that emphasises that the law must be clear, orderly, and reliable, so that everyone can know their rights and obligations. In the context of this case, legal certainty is the basis for Notaries to ensure that every deed or document they make has legal force and is binding on the parties involved.

The legal responsibility of a Notary is to ensure that the deeds they make meet the formal and material requirements of applicable laws and regulations. With legal certainty, Notaries are required to act carefully and professionally to prevent disputes from arising in the future, and to ensure that the document is valid and legally valid.

In addition, the author analyses that in the case of making a deed where one party is dishonest, the theory of legal realism is closely related to the legal responsibility of the Notary. Legal realism teaches that law is not just a written rule, but also reflects how the law is applied in reality and considers the social aspects and human behaviour involved in the legal event. The legal responsibility of the Notary in this case is to ensure that the deed made not only meets the formal aspects, but also considers the integrity and honesty of the parties.

In this case, as stated in the considerations of the Panel of Judges, the Notary argued that there was an unlawful act committed by one of the parties, among other things by stating that the agreement was only "pretend" or "proforma" as argued by the Plaintiffs/Respondents for Judicial Review and classified as containing an unlawful act. The Notary bears no responsibility for a "pretend" or "proforma" agreement because only the parties themselves know the hidden will behind such an agreement, and the Notary has no way of knowing it.

Two or more parties create a sham agreement when they intentionally make it appear as if a legal event has occurred, even though they have

no intention of fulfilling the terms of the contract. In other words, the parties use this agreement for a purpose different from what they state in the deed. Therefore, all legal consequences of the "pretend" legal act become a legal problem for the parties themselves. In contrast, the Notary who made the deed cannot be said to have committed an unlawful act, so the Notary does not bear legal responsibility for the "pretend" legal event.

Notaries should exercise greater care in applying the principle of Caution in Verification and Supervision. If associated with legal realism, Notaries are responsible for not only paying attention to the formal legality aspect, but also paying attention to the material truth or substance of the information submitted by the parties. Notaries must verify the documents and identities of the parties and ask relevant questions to ensure that the information provided is accurate, complete, and reliable. Regarding this case, the Notary should verify whether the defendant indeed made a cash payment. If so, the Notary should attach a stamped receipt and then store it as a Notary Deed Minutes document.

One of the efforts to prevent cases like the one the author is studying from happening is strengthening the supervision of notaries. The supervision of notary performance needs to be increased to ensure that the deeds made do not contain elements that violate the law.

Based on the principle of legal realism, a Notary can warn or explain to the parties regarding the legal consequences if they provide false or dishonest information; this is crucial to ensure that each party understands their legal responsibilities and that dishonest actions can render the deed null and void or give rise to other legal consequences.

Legal realism encourages Notaries to act as responsible Law enforcers, maintain legal integrity, and prevent misuse of deeds for unauthorised purposes. Notaries have a responsibility to refuse to make a deed if there is evidence or strong suspicion that one party is dishonest and the deed could harm another party.

In general, the author believes that several parameters often guide the determination of a notary's responsibility, as follows:

- 1) The material truth of the deed made by a notary must reflect the truth of a legal event. In this

case, the Notary paid less attention to the material reality of what was conveyed by the parties.

2) The legal interests of the parties, in this case, notaries, must ensure that the legal interests of all parties involved in a legal act are protected.

3) The authority of a notary means that notaries can only make deeds within the limits of the authority granted by law.

4) Caution: Notaries must act carefully and precisely in the performance of their duties.

5) Notary Code of Ethics: Notaries are required to comply with all provisions contained in the Notary Code of Ethics.

The author agrees with the judge's considerations in the verdict. The judicial review whose Decision acquitted the Notary, in which the judge stated that the Notary only acted as an Official who made the Deed of Sale and Purchase of Shares and made the deed by the statements and requests of the parties and only stated it in an authentic deed that was by his authority as a Notary, however in carrying out his position the Notary should have been more careful in applying the Know Your Customer Principle and the Prudential Principle.

In addition, another argument supporting the Supreme Court's verdict regarding the release of Notaries from liability for compensation in the case is clearly stated in Article 1321 of the Civil Code, which is one of the most fundamental articles in contract Law. This article is the heart that drives the entire systematics of contract Law. Its content is straightforward but has vast implications in legal practice [11].

As stated in Article 1321 of the Civil Code, no agreement is binding unless it meets the following requirements:

1) There is a valid agreement from those who bind themselves.

a) An agreement must arise from the free will of both parties.

b) There must be no element of coercion, fraud, or error (mistake) in giving consent.

2) Ability to agree; The parties agreeing must have legal capacity, meaning they must not be minors, insane, or under guardianship.

3) A particular thing that is the object of an agreement; The object of the contract must be

clear, specific, and identifiable. It must not be abstract or impossible to implement.

4) A lawful cause; The purpose of the agreement must not be contrary to the law or public order.

One can conclude that the agreement or deed should never have existed because it failed to meet the requirements of a valid contract under Article 1320 of the Civil Code; one party acted dishonestly and used coercion or fraud against the other party [11].

Legal Consequences of Notarial Deeds Made Based on Dishonest Actions of One of the Parties in a Share Sale and Purchase Agreement. Evidence is a trial process where each party attempts to provide legal certainty to the judge by submitting evidence regarding the truth and falsity of a particular event or condition. In this case, the Notary, as a public official authorised to create authentic evidence, often encounters legal problems where the deed, which serves as evidence and possesses perfect evidentiary power, is questioned because it contains elements of dishonest actions by one of the parties.

The legal implications regarding the cancellation and annulment of a notarial deed based on the Notary Law are:

1) Notarial Deeds Can Be Cancelled. The cancellation of a Notarial Deed is a sanction against a legal act that contains a legal defect (cause of cancellation) in the form of cancellation of the legal act at the request of a particular party. The legal consequences of the cancellation are that the legal act has no legal implications since the cancellation occurred. The cancellation or ratification of a legal act depends on a specific party, which causes the act to be cancelled or ratified.

If, at the beginning of the deed, the parties appearing before the Notary fail to meet the subjective requirements, a concerned party can request the court to cancel the deed. Such cancellation occurs because the parties did not fulfil the subjective elements required in the agreement. Subjective elements in this agreement include competence and agreement. Agreement between the parties, namely the conformity of the statement of will between the two parties, without coercion or undue influence, and others. In a Notarial deed, there must be an agreement of the parties who will agree in the Notarial deed. Their binding agreement occurs freely. The freedom to decide can occur explicitly (through spoken words/written language) or implicitly (through

an attitude/gesture) without any elements of coercion, error, or fraud between the parties.

Meanwhile, the capacity in civil law refers to a person who is not currently under guardianship, namely an adult who is considered incapable due to being a drunkard, insane, or wasteful. In addition, it does not meet the provisions in Article 39 of the UUJN, which regulates the subjective requirements of the parties and witnesses, namely [8]:

a) The applicant must be at least 18 years old or married and competent to carry out legal actions

b) The presenter must be known to the Notary or introduced to him by two identifying witnesses who are at least 18 years old or married and competent to carry out legal acts, or introduced by two other presenters.

The validity of the cancellation in the Notarial deed that can be cancelled is that the Notarial deed will remain binding on the parties concerned as long as there is no court Decision with permanent legal force. However, the Notarial deed becomes unbinding since a court Decision with permanent legal force has declared it to be invalid and unbinding.

In this case, one of the verdicts is:

Declaring the sale and purchase of shares in PT General Energy Indonesia (Defendant V) between PT Da Fen Indonusa (Plaintiff I), with Djoko Effendy Bostan (Plaintiff II) and Indra Widya Agustina (Plaintiff III), null and void, namely the following deeds and decrees are null and void:

a) Deed made by Notary with No 4 dated 4 January, 2011, entitled "Sale and Purchase of Shares of PT General Energy Indonesia" made before Notary Maria Rahmawati Gunawan, SH, in conjunction with Notary Deed No 3 dated 4 January, 2011 entitled "Minutes of PT General Energy Indonesia" made before Notary Maria Rahmawati Gunawan, SH,

b) Notarial Deed No 5 dated 4 January 2011 entitled "Sale and Purchase of Shares of PT General Energy Indonesia" made before Notary Maria Rahmawati Gunawan, SH, in conjunction with Notarial Deed No 3 dated 4 January 2011 entitled "Minutes of PT General Energy Indonesia" made before Notary Maria Rahmawati Gunawan, SH, was cancelled by the court.

With the above Decision, the deed made by the Notary is no longer valid, as the court has can-

celled it. A Notarial Deed is cancelled based on a judge's Decision in court when the Notarial Deed is detrimental to the parties. As long as this is due to the Notary's negligence and the deed is cancelled, the Notary can provide compensation or liability.

2) Notarial Deed is Void by Law. A notarial deed must fulfil the objective elements of the agreement; if the parties fail to meet these elements, the deed becomes null and void. The law imposes nullity as a civil sanction on any legal act that contains a legal defect (cause of nullity), meaning the act produces no legal consequences from the moment it is performed or becomes invalid once the deed is signed. The legal action referred to in the deed is considered never to have occurred. Things that can cause a notarial deed to be null and void are if it violates the provisions in the UUJN, namely [8]:

a) Violations of Article 16 § 1 letter i UUJN include not making a List of Wills and not sending a report within the period stated in the article.

b) Violation of Article 16 § 1 letter k UUJN concerning notary stamps/seals.

c) Violation of Article 44 of the UUJN, which regulates the signing of Notarial deeds and the Notary's obligation to explain to the person appearing.

d) Violation of Article 48 UUJN, which regulates the prohibition on changing the contents of a deed

e) Violation of Article 49 of the UUJN, which regulates the place of changing the contents of the deed.

f) Violation of Article 50 UUJN, which regulates the deletion of words, letters and Nos

g) Violation of Article 51 of the UUJN, which regulates the authority of a Notary to correct written errors.

Article 84 of the UUJN, which pertains to the legal consequences of deeds made by the Notary being null and void by law, has been removed. However, in positive law, it applies based on Article 1320 of the Civil Code, namely, if an agreement does not meet the objective requirements, then the deal is null and void by law. Article 1335 of the Civil Code also emphasises that, "An agreement without a cause, or made based on a false or prohibited cause, has no force." Based on Article 1335 of the Civil Code, what is meant by a permissible cause is that what the parties intend

to achieve in the agreement or contract must be accompanied by good faith and not contrary to laws and regulations, public order, and morality, as stated in Article 1337 of the Civil Code [8, 11].

In the applicable positive law, if a deed made by a Notary contains elements of the crime of forged letters and false information, then the act violates Articles 263, 264 and 266 of the Criminal Code, so that according to Article 1320 of the Civil Code § 4, the legal consequences of an authentic deed containing false information until the deed has caused a dispute and is prosecuted in a court hearing, then the injured party can file a civil Law suit to demand cancellation so that the judge decides and grants the cancellation of the deed. With the existence of a judge's Decision that has permanent legal force, the deed is declared null and void by law, meaning it has no legal force because it is legally flawed. The law degrades its evidentiary power from an authentic deed to an invalid one. A notarial deed which was initially an authentic deed is then degraded to the status of a private deed and is regulated based on Article 41, Article 44 § 5, Article 48 § 3, Article 49 § 4, Article 50 § 5, Article 51 § 4 of the Notary Law, the notarial deed has the same evidentiary value and is similar to a private deed [8, 11].

It can be concluded that the legal consequences of one of the dishonest parties to the Share Sale and Purchase Deed, which is a product of Notary Maria Rahmawati Gunawan, in the first instance Decision in Decision No 334/PDT.G/2014/PN.BKS dated 3 February 2016, namely, the deed was cancelled and had no legal force, as well as the Decisions at the Appeal,

Cassation, and PK levels, which cancelled the Share Sale and Purchase Deed between the plaintiffs and the defendants as shareholders, and the deed automatically had no legal force anymore [10].

CONCLUSIONS

Associated with Notary's responsibility for Notarial deeds made based on the dishonest actions of one of the parties in the share sale and purchase agreement, as per Decision No 188 Pk/Pdt/2020, can be subject to several aspects of responsibility, namely civil, criminal, and administrative responsibility [3]. From the civil side, Notaries sued on the grounds of committing an unlawful Act (PMH) as regulated in Article 1365 of the Civil Code [11]. From a criminal perspective, a Notary can be charged under Article 264 § 1 in conjunction with Article 55 § 1 to 1e of the Criminal Code, namely, committing a criminal act of participating in falsifying an authentic deed. And from an administrative perspective, a Notary has deviated from the provisions regulated in the Code of Ethics of the Indonesian Notary Association. The legal implications resulting from a notarial deed made based on dishonest actions by one of the parties in the share sale and purchase agreement in this case are that the notarial deed should be void according to the considerations of the Panel of Judges at the level of Judicial Review because it refers to the provisions of Article 1321 of the Civil Code, namely that an agreement is deemed not to exist if there is an element of coercion [11].

REFERENCES

1. Pemerintah Pusat. (1995). *Undang-undang (UU) Nomor 8 Tahun 1995 tentang Pasar Modal* [Law No 8 of 1995 on Capital Markets]. Jakarta. Retrieved from <https://peraturan.bpk.go.id/Details/46197/uu-no-8-tahun-1995> (in Indonesian).
2. Pemerintah Pusat. (2007). *Undang-undang (UU) Nomor 40 Tahun 2007 tentang Perseroan Terbatas* [Law No 40 of 2007 concerning Limited Liability Companies]. Jakarta. Retrieved from <https://peraturan.bpk.go.id/Details/39965> (in Indonesian).
3. Direktori Putusan. (2020). *Putusan Mahkamah Agung Nomor 188 PK/PDT/2020 Tanggal 1 Juli 2020 – Notaris Maria Rahmawati Gunawan, S.H. vs PT DA Fen Indonusa, dkk.* [Supreme Court Decision No 188 PK/PDT/2020 dated 1 July 2020 – Notary Maria Rahmawati Gunawan, S.H. vs PT Da Fen Indonusa, et al.]. Retrieved from <https://putusan3.mahkamahagung.go.id/direktori/putusan/c2c6e42823ebac11b7af27a4d9318816.html> (in Indonesian).
4. Ali, Z. (2021). *Metode Penelitian Hukum* [Legal Research Methods]. Jakarta: Sinar Grafika (in Indonesian).

5. Mertokusumo, S. (2010). *Penemuan Hukum: Sebuah Pengantar* [Legal Discovery: An Introduction]. Yogyakarta: Universitas Atma Jaya Yogyakarta (in Indonesian).
6. Marzuki, M. (2017). *Penelitian Hukum: Edisi Revisi* [Legal Research: Revised Edition]. Jakarta: Prenada Media (in Indonesian).
7. Muhaimin, & Hum, M. (2010). *Metode Penelitian Hukum* [Legal Research Methods]. Mataram University Press (in Indonesian).
8. Pemerintah Pusat. (2014). *Undang-undang (UU) Nomor 2 Tahun 2014 tentang Perubahan atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris* [Law No 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Positions]. Retrieved from <https://peraturan.bpk.go.id/Details/38565/uu-no-2-tahun-2014> (in Indonesian).
9. Direktori Putusan. (2017). *Putusan Mahkamah Agung Nomor 1681 K/PDT/2017 Tanggal 16 Agustus 2017 – PT Wira Prima Energi, DK vs PT Da Fen Indonusa, dkk* [Supreme Court Decision No 1681 K/PDT/2017 dated 16 August 2017 – PT Wira Prima Energi, DK vs PT Da Fen Indonusa, et al.]. Retrieved from <https://putusan3.mahkamahagung.go.id/direktori/putusan/9d375ae8d1185a4f7a1bcf66c6afed33.html> (in Indonesian).
10. Direktori Putusan. (2016). *Putusan PN Bekasi Nomor 334/Pdt.G/2014/PN.BKS Tanggal 3 Februari 2016* [Bekasi District Court Decision No 334/Pdt.G/2014/PN.BKS dated 3 February 2016]. Retrieved from <https://putusan3.mahkamahagung.go.id/direktori/putusan/674c3a8dbf6ea212a643cbcc31605344> (in Indonesian).
11. *Kitab Undang-Undang Hukum Perdata* [Civil Code]. Retrieved from <https://jdih.mahkamahagung.go.id/download-file-satker/kitab-undang-undang-hukum-perdata-1> (in Indonesian).