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Notarial Liability And Legal Protection For Aggrieved Parties After A Notary's Term of Office Ends

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ABSTRACT
This study examines the civil liability of a notary for alleged errors in authentic deeds that are discovered after the notary's term of office has ended, and the legal protection available to affected parties. It uses a normative legal method with statutory, conceptual, and case approaches, focusing on Malang District Court Decision No. 102/Pdt.G/2025/PN Mlg. The analysis distinguishes the former notary's potential personal liability for acts or omissions committed while in office from the protocol holder's statutory duties concerning the custody and maintenance of the notarial protocol. The end of a notary's term does not, by itself, determine whether a civil claim arising from earlier conduct succeeds; liability must be assessed by reference to the applicable legal basis and its elements, including the relevant duty, breach or fault, loss, and causation. Article 65 of the Notary Law must be read together with the provisions governing the notarial protocol and the duties of its holder. The study therefore recommends clearer procedures for access to and preservation of protocols, correction of deed-related errors through legally authorized mechanisms, and effective remedies for affected parties. The specific findings and operative ruling in the cited court decision must be understood within the limits of the facts adjudicated by that court.

Keywords: Notary Liability; Authentic Deeds; Legal Protection; Notary Negligence; Expiration of Term of Office.

1. INTRODUCTION

A notary is a public official who is directly authorized by the state to create authentic deeds and exercise other powers as stipulated in the Notary Law. This position places notaries as a legal profession that has a strategic role in providing legal certainty for various legal relationships carried out by the public. In carrying out their duties, notaries not only act as parties who express the wishes of the parties in a document, but also carry out a public function in creating written evidence that has the power of proof in the civil law system. Deeds made by notaries are important instruments in ensuring that a legal act can be legally proven if a dispute arises in the future between the parties. Therefore, the position of notaries has the consequence that every action taken in the implementation of the office must be based on the provisions of laws and regulations, the principles of prudence, professionalism, accuracy, and responsibility for the interests of the parties who use notarial services.

The position of an authentic deed as evidence is firmly grounded in Indonesian civil law. Article 1868 of the Civil Code stipulates that an authentic deed is a deed drawn up in a form prescribed by law by or before authorized public officials at the location where the deed is drawn

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up. This provision demonstrates that the authenticity of a deed is determined not only by the content or agreement of the parties, but also by the fulfillment of formal requirements and the authority of the official who draws it up. An authentic deed ultimately serves to provide certainty regarding the existence of an act or legal relationship, the intentions of the parties, and the time at which the legal act was carried out. With this character, a notarial deed is not merely an administrative document, but a legal instrument that provides protection and certainty for the parties and can also be used as evidence in court. Therefore, any error in the deed-drawing process, whether administrative, formal, or related to inaccurate formulation, has the potential to affect legal certainty and can even cause harm to the interested parties.

The importance of the authentic deed requires notaries to carry out their duties professionally, carefully, meticulously, independently, and impartially. The UUJN specifically requires notaries to act with integrity, honesty, thoroughness, independence, impartiality, and to safeguard the interests of all parties involved in a legal act. This obligation demonstrates that a notary's responsibility cannot be viewed solely as an administrative responsibility for fulfilling the procedures for making a deed, but also includes the obligation to ensure that the deed created provides certainty regarding the legal relationship between the parties. In practice, notary errors or omissions can still be found, whether in the form of typographical errors, procedural inconsistencies, lack of accuracy in expressing the wishes of the parties, or other forms of negligence that can lead to differences in interpretation of the contents of the deed. If these conditions result in losses, then the problem that was initially within the scope of the notary's office can develop into a legal liability issue because there are parties whose rights or interests are disturbed by the deed created by the notary.

Negligence in the preparation of a deed is a serious problem because the legal consequences of a deed can persist long after the deed is signed. An authentic deed is created, among other things, to serve as evidence of an agreement, its contents, and the implementation of a legal act at a specific time. Therefore, the public, as users of notary services, expects the deed to provide legal certainty and not give rise to differing interpretations of the parties' rights and obligations. When an error is made in a deed, the resulting consequences are not always immediately apparent at the time the deed is drawn up. In certain circumstances, the error is only discovered years later, when the deed is used as the basis for legal action or when a dispute arises between the parties. This situation becomes even more complex if, by the time the error is discovered, the notary who prepared the deed has retired or whose term of office has expired. Thus, there is a problem regarding the continuity of legal accountability between the notary's

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actions while still active and the legal situation after the notary no longer has the authority to carry out his or her office.

The end of a notary's term of office essentially terminates the notary's authority to perform the notarial function, but does not necessarily erase the legal consequences arising from the deeds he or she executed while still active. From a civil law perspective, the termination of a position does not automatically absolve a person from responsibility for previous actions. However, the nature of a notary's position as a public office raises its own problems because notarial authority is inherent in the position as long as the person remains an active notary. Problems then arise when a deed executed during the active period turns out to contain errors or omissions that are only discovered after the notary's retirement. On the one hand, the notary can still be held accountable for the deeds he or she executed, while on the other hand, he or she no longer has the authority to perform notarial acts as a public official. This situation raises questions regarding the form of accountability that can be imposed on a notary whose term of office has expired, the limits of his or her liability, and the legal mechanisms that can be used by the party who suffered losses to obtain redress.

This issue becomes even more important when linked to Article 65 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public. This provision states that Notaries, Substitute Notaries, and Acting Notaries are responsible for every deed they make even though the Notary's protocol has been submitted or transferred to the Notary's protocol custodian. Normatively, this provision indicates the principle of continuing responsibility for deeds made by a notary public, so that the submission of the protocol or the end of the term of office does not automatically remove responsibility for the deed. However, this norm does not provide sufficient explanation regarding the form and limits of the intended responsibility, including whether such responsibility still includes civil, administrative, or other forms of liability, and how the mechanism for its application when the notary no longer has the authority to carry out the office. This lack of clarity has the potential to give rise to differences in interpretation in practice and ultimately can affect legal certainty for notaries and parties who suffer losses.

In addition to the issue of accountability, the end of a notary's term of office is also closely related to the existence and management of notarial protocols. Article 62 of the Notary Law stipulates that the handover of notarial protocols is carried out, among other things, when a notary dies, his/her term of office has expired, requests it himself/herself, is physically or mentally unable to carry out his/her duties continuously, is appointed as a state official, changes office area, is temporarily dismissed, or is dishonorably discharged. The handover of protocols is essentially a mechanism to ensure the continued storage of documents and deeds prepared by a notary, so that

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the existence of the deeds remains protected even though the notary who prepared them is no longer in office. However, the existence of a protocol holder does not automatically resolve the problem when errors in the deed are found that then cause losses to certain parties. The protocol holder is responsible for the storage and maintenance of the protocol, while responsibility for the substance of the deed remains with the notary who prepared it. Therefore, a clear boundary is needed between the responsibilities of the notary who prepared the deed and the authority of the protocol holder so that the protocol handover mechanism does not create a legal vacuum in providing protection for the injured party.

The absence of more detailed regulations regarding accountability after the end of the notary's term of office can ultimately raise legal protection issues for the public. Parties who suffer losses due to errors or negligence in deeds essentially have the right to obtain certainty regarding the legal mechanisms that can be taken to defend or restore their rights. This legal protection is not only related to the availability of the right to file a lawsuit, but also relates to clarity regarding the subject who can be held accountable, the form of error that can be the basis for accountability, the causal relationship between the notary's error and the resulting loss, and the form of recovery that can be obtained. In the case of a notary who has retired, this problem becomes more complicated because the injured party no longer deals with the notary in his capacity as an active public official. Therefore, the existence of Article 65 of the UUJN must be understood not only as a basis for maintaining the notary's responsibility for the deeds he has made, but also needs to be examined from the perspective of the effectiveness of legal protection for injured parties after the notary's term of office ends.

The issue of correcting errors in deeds is also related to Article 51 of the UUJN. This provision authorizes notaries to correct typographical errors and/or errors in the minutes of a signed deed, through a specific mechanism involving the parties, witnesses, and the notary, and is outlined in the minutes of the correction. This provision also demonstrates that the legislators are aware of the possibility of errors in deeds and have provided a correction mechanism to ensure that the deed provides legal certainty. In fact, a violation of the correction procedure can result in the deed only having the evidentiary force of a private deed and can become the basis for the injured party to demand reimbursement of costs, damages, and interest from the notary. However, this provision raises issues when typographical errors or errors are only discovered after the notary who prepared the deed has expired. In such circumstances, it is necessary to question whether the correction mechanism can still be implemented, who is authorized to do so, and what the legal status of the injured party is if corrections to the deed cannot be made because the notary who prepared the deed is no longer active.

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This issue gained concrete relevance through the Decision of the Malang District Court Number 102/Pdt.G/2025/PN Mlg used in this study. In this case, there is a difference in wording between Joint Statement Deed Number 5 and Power of Attorney Deed Number 6 and Number 7 made by the same notary. Joint Statement Deed Number 5 states that the first party transfers the land and building object for free amounting to 1/4, so based on the wording there is still a remaining right of 3/4 part. However, in Power of Attorney Deed Number 6 and Number 7, it is stated that each party has a share of 1/4. This wording difference has the potential to give rise to multiple interpretations regarding the rights of each party to the land and building object and shows how inaccuracy in writing in a deed can develop into a legal issue related to the certainty of the parties' rights. This case shows that the issue of errors in deeds is not always simple because it can be related to legal consequences for objects and ownership that have economic value.

The decision also highlights an interesting issue related to notary liability. In its ruling, the court, among other things, declared the Joint Statement Deed No. 5 dated October 3, 1997, and Powers of Attorney No. 6 and No. 7, drawn up before the notary in question, valid. However, the issue of differences in the writing of the three deeds did not receive an in-depth discussion regarding their legal consequences for the certainty of the parties' rights. This situation demonstrates the existence of an important area of study regarding the relationship between the formal validity of the deed and the notary's responsibility for any editorial errors or inaccuracies contained therein. A deed may be declared formally valid, but at the same time contain editorial issues that give rise to multiple interpretations or losses for certain parties. Therefore, the study of notary liability should not stop merely at the question of whether a deed is valid or invalid, but also needs to examine whether there was any notary negligence that resulted in losses and how the law provides a mechanism for redress for the injured party, especially when the notary who made the deed has expired.

This case also highlights the issue of the effectiveness of Article 65 of the UUJN in practice. Although the norm states that a notary remains responsible for the deeds they draft even after the protocol has been handed over or transferred, questions remain about how this accountability can be realized upon retirement. This issue concerns not only whether a notary can still be held accountable, but also the form of liability that can be applied, the mechanism for filing a lawsuit, and the relationship between notary accountability and the existence of a protocol that has been handed over to another notary as the protocol holder. At the same time, the state has an interest in ensuring that authentic deeds, as part of the legal administration system and notarial documents, continue to provide legal certainty for the public. Therefore, there is a need to examine this issue more comprehensively by linking norms regarding the notary's position, civil liability,

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legal protection, and the function of notary protocols as part of the state's legal documentation system.

Academically, this issue indicates a research gap that requires attention. Studies on notary liability generally focus on the forms of notary errors or negligence and the legal consequences that arise while the notary is still actively carrying out his or her office. Meanwhile, the issue of how such liability is applied if errors in deeds are only discovered after the notary's term of office has ended has not received comparable attention. In fact, the end of a notary's term of office is a legal condition that directly affects a notary's authority, while the legal consequences of the deeds they create can last for years, even beyond the notary's term of office. This gap becomes even more important when linked to the rights of injured parties to obtain legal protection, because the end of a notary's term of office should not eliminate the right of the injured party to seek redress. Therefore, this study seeks to fill this gap by positioning notary liability after the end of the notary's term of office and legal protection for injured parties as two interrelated issues.

The issue of notary liability after the end of their term of office is ultimately not only an internal issue within the notary profession, but also has broader implications for legal certainty in civil relations. Notarial deeds can form the basis for various transactions of significant economic value and legal significance, including the transfer of land rights, credit agreements, inheritance distribution, the establishment of legal entities, and various other contractual relationships. If errors or omissions are found in the deed, the resulting losses can involve not only the parties appearing but also third parties who acquire rights or interests based on the deed. Therefore, the lack of clarity regarding the notary's liability after the end of their term of office has the potential to create broader legal uncertainty. At this point, legal protection must be placed as an integral part of the notary's liability system, so that there is a balance between protection for the injured party and certainty regarding the limits of the notary's liability who has retired from office.

Based on these overall issues, research on notary liability and legal protection for injured parties after the end of a notary's term of office is urgently needed. This research is important to analyze how the legal construction of notary liability for deeds made while the notary is still active but the problems are discovered after the end of the notary's term of office, while also examining the forms of legal protection available to parties who suffer losses. This research is also directed at analyzing the authority and position of the protocol holder in the context of deeds containing errors and the possibility of strengthening norms regarding the correction mechanism for certain errors in deeds. Thus, this research is expected to contribute to the development of notarial law, particularly in establishing a construction of liability that provides certainty regarding the limits of notary liability after the end of the notary's term of office while ensuring that the end of the notary's office

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does not become an obstacle for injured parties to obtain legal protection and recovery. Ultimately, such clarity is needed to achieve a balance between legal certainty for notaries, protection for users of notary services, the sustainability of protocol management, and the state's interest in guaranteeing the reliability of authentic deeds as instruments of evidence in the Indonesian legal system.

2. RESEARCH METHODS

This study uses a normative legal research method, namely research that places law as a norm or rule that serves as the basis for analyzing legal problems based on statutory regulations, doctrine, jurisprudence, and academic views. Normative legal research is used because the focus of the research is directed at analyzing the incompleteness of norms regarding the accountability of Notaries whose term of office has ended for errors in making authentic deeds and legal protection for parties who suffer losses. This study uses three approaches, namely the statute approach, the case approach, and the conceptual approach. The statute approach is used by examining legal provisions relating to the authority, obligations, and responsibilities of Notaries, especially the provisions in the Civil Code and the Notary Law. The case approach is used by analyzing the Decision of the Malang District Court Number 102/Pdt.G/2025/PN Mlg as the main object to examine legal considerations (ratio decidendi) related to deeds containing problems and their legal consequences. Meanwhile, a conceptual approach is used to examine concepts, principles, doctrines and views of experts regarding the responsibility of Notaries, negligence in making authentic deeds, as well as legal protection for injured parties.

The legal materials used consist of primary, secondary, and tertiary legal materials. Primary legal materials include relevant laws and regulations, particularly Article 1366 and Article 1367 of the Civil Code, Article 51 and Article 65 of Law Number 30 of 2004 in conjunction with Law Number 2 of 2014 concerning the Position of Notary, and Malang District Court Decision Number 102/Pdt.G/2025/PN Mlg. Secondary legal materials include law books, scientific journals, previous research results, expert opinions and doctrines, and literature relevant to Notary accountability and legal protection. Tertiary legal materials are used as supporting materials in the form of encyclopedias, legal dictionaries, and language dictionaries. The search for legal materials is carried out through literature studies by identifying, inventorying, reviewing, and classifying relevant legal materials. Furthermore, the legal materials are analyzed qualitatively and prescriptively using systematic and grammatical interpretation. Systematic interpretation is used to connect the provisions regarding Notary accountability, protocol submission, and deed correction with civil law provisions regarding authentic deeds, while grammatical interpretation is used to

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understand the meaning of legal phrases such as "responsible for every deed he makes", "writing errors", and "typographical errors". The results of the analysis are used to identify incomplete norms and formulate the construction of Notary accountability and forms of legal protection for parties who are harmed after the end of the Notary's term of office.

3. RESULTS AND DISCUSSION

Legal Liability of Notaries After the Term of Office Ends for Losses Arising Due to Negligence in Making Authentic Deeds

The legal responsibility of a Notary Public is essentially inseparable from their position as a public official who is authorized by law to create authentic deeds and exercise other notarial powers. This position causes a Notary Public to have inherent responsibilities in every exercise of their authority, because the products produced through the implementation of this position have legal consequences for the parties who come before them. The responsibility of a Notary Public can cover several legal areas, including responsibility in the fields of private law, tax law, and criminal law, although in the context of the problem that is the focus of this research, the most relevant responsibility is responsibility in the field of civil law. This is because the problem being studied relates to alleged negligence in the creation of authentic deeds that then cause losses to certain parties. Thus, the responsibility of a Notary Public must be placed in the relationship between the implementation of official authority and the legal consequences arising from the implementation of this authority. Notaries are not only responsible for producing deeds that meet formal requirements, but are also required to carry out their position with accuracy, precision, caution, professionalism, and pay attention to the legal interests of the parties. Therefore, when there is an error or negligence committed while the Notary is still active and the consequences of the error only emerge after the Notary has ceased office, the issue of accountability cannot be separated from the actions carried out during that term of office.

The end of a Notary's term of office in principle has consequences for the Notary's authority, but it cannot be interpreted as the end of all legal responsibilities stemming from actions committed while in office. Notaries have a time limit for carrying out their office as stipulated in laws and regulations, so that after the end of their term of office, the Notary no longer has the authority to make authentic deeds as a public official. However, deeds made during their term of office remain part of the legal relationship between the parties and can still be used as evidence or the basis for legal actions after the Notary leaves office. In such circumstances, a situation may arise where errors in the deed are only discovered after the Notary has retired or after the Notary's protocol has been submitted to another Notary. This issue demonstrates the difference between the

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end of the authority of office and the continuation of the legal consequences of actions taken during their term of office. Article 62 of the UUJN stipulates that when a Notary's term of office has ended, the Notary's protocol must be submitted to another Notary appointed in accordance with the mechanism specified in laws and regulations. The submission of the protocol is intended to ensure the continued storage and maintenance of notarial documents, but cannot automatically be interpreted as a transfer of personal responsibility from the Notary who made the deed to the Notary who received the protocol. Therefore, the issue of Notary accountability after the end of his term of office must be clearly distinguished from the issue of protocol storage, because both have different objects and grounds of responsibility.

When linked to the theory of legal responsibility, this study found that the liability of a Notary is essentially a liability based on fault. This means that a Notary cannot automatically be held accountable every time a problem arises with a deed they have drawn up. It must first be proven that there was an error or negligence in carrying out their official duties, that there was a loss suffered by another party, and that there was a causal relationship between the error or negligence and the loss incurred. This fault-based approach is important because a Notary is a public official who works based on the authority granted by law, so not every consequence arising from a deed can be blamed on him. The parties who appear before a Notary also have their own desires and interests, so that if a dispute arises regarding the substance of the legal relationship that has actually been agreed upon by the parties, the Notary cannot be automatically held responsible for the entire dispute. Liability can only be imposed if there is a deviation from the obligations that the Notary should have carried out in carrying out his/her office and this deviation can be proven to be the cause of the loss. With this construction, the Notary's liability is not absolute, but rather depends on proof of error, loss, and a causal relationship. This concept is also important in the context of a Notary whose term of office has expired, as the status of a Notary Public should not be the sole criterion for determining whether or not liability exists. The focus should be on when the action was taken, in what capacity, whether there was any error or negligence, and whether the error resulted in any loss.

From Hans Kelsen's perspective, legal responsibility can be understood through the relationship between an action and the legal consequences that must be borne by the perpetrator of that action. When this concept is applied to the context of the office of a Notary, then the Notary's action in making an authentic deed is an action carried out based on the authority of the position granted by law. Therefore, if, while exercising this authority, the Notary carries out an action that is inconsistent with legal obligations or professional standards of prudence and this action subsequently causes a loss, there is a basis for linking this action to legal responsibility. If the error

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is only discovered after the Notary has retired from office, the relationship is not lost simply because the status of the position has ended. The end of the term of office is an event that terminates the Notary's authority to act as a public official, while errors committed while still holding that authority are legal events that have occurred previously. Therefore, conceptually, a distinction must be made between the responsibility of the position and the legal consequences of actions carried out in office. If responsibility is solely terminated at the end of the term of office, a situation will arise where the injured party will not receive legal protection simply because the Notary's error was only discovered after retirement. This, in fact, has the potential to contradict the legal objective of providing certainty and protection to those who suffer losses. Therefore, based on the theory of liability, the starting point for accountability should be placed on the act that caused the loss, not simply on the perpetrator's position when the loss was discovered.

This view needs to be balanced with the concept of fault-based liability as proposed by Abdulkadir Muhammad. In this construction, a person can only be held civilly liable if there is a mistake that can be linked to the loss of another party. Its application to Notaries means that the existence of discrepancies or problems in a deed does not in itself prove that the Notary has committed a mistake. An examination of the deed-making process is necessary to determine whether the Notary has carried out his or her obligations correctly, carefully, thoroughly, and in accordance with the provisions of laws and regulations. If it is later discovered that the Notary has been negligent in expressing the wishes of the parties, including data, formulating clauses, or carrying out certain procedures that should have been carried out, then this negligence must be linked to the loss suffered by the party concerned. Thus, the elements of fault and causal relationship are two important aspects in determining the Notary's liability. This approach also provides protection for Notaries because not every dispute related to the deed automatically gives rise to personal liability for the Notary. At the same time, this approach provides protection to the public because if it can be proven that the loss arose from the notary's negligence in exercising his or her authority, then the expiration of the notary's term of office cannot be used as a reason to deprive the injured party of the right to seek redress. Thus, the theory of fault-based liability strikes a balance between protecting notaries and protecting the public.

In the context of this research, notary negligence must be understood as a failure to carry out professional obligations carefully and thoroughly during the process of creating an authentic deed. This negligence can take the form of a discrepancy between the wishes of the parties and the formulation set forth in the deed, errors in including certain substances, inaccurate wording, spelling errors that affect the meaning, or other forms of inaccuracy that can lead to different interpretations of the parties' rights and obligations. This is important because an authentic deed

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not only functions as a written document but also has an evidentiary function that provides certainty regarding the legal relationship between the parties. When an error is found in the deed and this error affects a person's legal standing, the issue can no longer be viewed simply as an administrative error without legal consequences. It must be examined whether the error resulted from the notary's failure to fulfill his professional obligations and whether the error is directly related to the losses suffered by a particular party. Therefore, in determining the liability of a notary after the end of his term of office, the evidentiary process must be directed at the actions taken at the time the deed was created. The fact that the notary has retired at the time the dispute is examined does not change the standard of obligation that should have been fulfilled when the deed was created. In fact, because the deed still has legal consequences after the Notary ceases to hold office, the standard of care inherent in the Notary when exercising his authority becomes the basis for determining whether there is an error for which he can be held accountable.

The principle of neminem laedere further reinforces the notion that the exercise of a Notary's authority must be carried out with care to avoid causing harm to others. This principle implies that a person is not justified in carrying out actions that cause harm to others, and in the context of Notaries, this principle has particular relevance because the Notary's actions produce an authentic deed that can form the basis of the parties' legal relationship. Errors in a deed can have far greater consequences than ordinary administrative errors, because the deed can be used to determine rights to an object, form the basis for a transaction, serve as evidence in court, or affect a person's legal standing. Therefore, when a Notary fails to carry out the proper duty of care and this negligence subsequently causes harm, liability must remain traceable even after the Notary has ceased office. In this context, Article 65 of the UUJN is an important provision because it explicitly states that a Notary remains responsible for every deed he or she creates even if the Notary's protocol has been submitted or transferred to the party who keeps the protocol. This norm indicates that the legislators did not view the submission of the protocol as an event that eliminates the Notary's liability. However, this study found that Article 65 of the UUJN does not provide a time limit or detailed mechanism for how these responsibilities are to be exercised after a notary retires. Therefore, this norm must be interpreted systematically, along with provisions regarding civil liability, to provide effective legal protection without creating unlimited liability.

Article 84 of the UUJN also demonstrates that positive law provides a basis for Notary liability when violations of certain provisions result in a deed having only the force of proof as a private deed or being null and void. This provision provides room for the party suffering a loss to demand reimbursement of costs, damages, and interest from the Notary. When this provision is placed together with Article 65 of the UUJN, it can be seen that there is a normative construction

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that leads to the continued liability of Notaries for the deeds they have made, even if the Notary subsequently ceases to hold office. Thus, the end of the term of office cannot be interpreted as a situation that automatically eliminates all possibility of civil liability. However, it must be emphasized that such liability must still be based on the existence of a proven violation or error and not solely because the deed is subsequently disputed. This is important to maintain a balance between two interests: the interest of the injured party to obtain restitution and the interest of the Notary to not be burdened with responsibility for matters beyond their authority or fault. Thus, Article 65 and Article 84 of the UUJN, if read systematically, show that the Notary's responsibility is closely related to the quality of the implementation of the position and the legal consequences of the deeds made, while the end of the position is more related to the end of the Notary's authority to actively carry out notarial functions.

This issue can be seen concretely in the Decision of the Malang District Court Number 102/Pdt.G/2025/PN Mlg. The case relates to a civil dispute involving deeds made by a Notary while still holding office. Based on the results of the examination of the decision, there are issues related to the Deed of Joint Statement Number 5 and the Deed of Power of Attorney Number 6 and Number 7 dated October 3, 1997. In the Deed of Joint Statement Number 5, it is stated that the first party handed over the land and building object amounting to 1/4 of the part free of charge. Textually, this formulation has the consequence that there is still a portion of 3/4 that is not included in the transfer. Meanwhile, in the Deed of Power of Attorney Number 6 and Number 7 there is a formulation stating that each party has a share of 1/4. The difference in wording indicates a potential discrepancy between one deed and another deed made by the same Notary. This issue is important to examine because differences in wording in a deed can lead to multiple interpretations regarding the rights and obligations of each party, especially when the deed is then used as a basis for defending legal interests over a particular object. Thus, this case provides a concrete illustration that a problem that begins with the wording of a deed can develop into a civil dispute that arises long after the deed is made, even when the Notary who made the deed is no longer carrying out his/her duties.

The decision also demonstrates that in determining legal liability, attention must be directed to the legal event that is the source of the dispute and the role of each legal entity. The fact that a deed was made during the Notary's active tenure should be considered the starting point for assessing the obligations and professional standards applicable at that time. If a dispute or loss arises several years later, the Notary's status at the time of the dispute cannot change the fact that the act of making the deed was carried out in his or her capacity as a public official. From the perspective of this research, this situation strengthens the argument that there is a fundamental

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difference between the termination of a Notary's authority and the termination of liability for actions taken during his or her term of office. The termination of a Notary's term of office means that the Notary is no longer authorized to make new deeds or exercise notarial authority as he or she did during his or her active tenure. However, if an action during his or her tenure fulfills the elements of a fault and subsequently results in a loss, that legal relationship can still be a basis for assessing liability. Thus, the application of liability theory cannot be based solely on the fact that someone is no longer a Notary when the lawsuit is filed. On the other hand, it must be seen whether when the act was committed, the person was acting in his capacity as a Notary, whether any obligations were violated, whether there was a loss, and whether there is a causal relationship between the violation and the loss that arose.

However, this study found two differing views regarding the time limit for a Notary's liability after the end of his/her term of office. The first view holds that a Notary's liability for the deeds he/she has made remains until the Notary dies because Article 65 of the UUJN does not specify an explicit time limit. This view holds that as long as the Notary is still alive, responsibility for deeds made while still in office remains attached, including when the Notary becomes a Notary Public. On the other hand, there is a view that bases the limit of liability on the theory of official responsibility, namely that a person is responsible for actions taken in his/her official capacity while he/she still holds that office. After the term of office ends, the authority of the office also ends so that conceptually, official responsibility can no longer be assigned to the Notary Public. Both views indicate a normative issue that has not been explicitly resolved by the UUJN. Article 65 does state that a Notary is responsible for every deed he/she makes even though the protocol has been submitted, but it does not explicitly determine whether this responsibility is lifelong, limited by a certain period, or subject to the expiration provisions as stipulated in civil and criminal law. Therefore, according to the research results, a construction is needed that can differentiate between official responsibility and personal responsibility based on unlawful acts or negligence, so that there is certainty for both the injured party and the Notary's lawyer.

Based on the overall results of the research, it can be formulated that the accountability of a Notary after the end of his term of office must be established through a distinction between the end of his official authority and the continuation of his responsibility for actions carried out during his term of office. Article 65 of the UUJN provides the basis that the end of his term of office and the submission of the protocol do not automatically remove the Notary's responsibility for the deeds he has made. However, this responsibility cannot be interpreted as unlimited responsibility and without proof, because civil liability still requires the existence of error or negligence, loss, and a causal relationship between the act and the loss. Therefore, if a Notary is proven to be negligent

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in making a deed while still active, and this negligence then causes a loss after the Notary leaves office, then the end of his term of office should not be the basis for removing the civil liability that has arisen from that act. Conversely, if it cannot be proven that there is an error or causal relationship between the Notary's actions and the loss, then the Notary cannot be burdened with responsibility simply because the deed he made becomes the object of a dispute. In this context, the protocol holder must also be distinguished from the Notary who made the deed, because the obligation to keep and manage the protocol does not mean taking over substantial responsibility for the deed made by the previous Notary. Thus, the legal construction produced by this study places the Notary's responsibility on actions taken while still in office, while legal consequences that arise after the end of the term of office can still be the basis for accountability as long as the elements of error, loss, and causal relationship can be proven. This construction also shows the need to clarify the provisions in the UUJN regarding the time limit and mechanism for the Notary's responsibility after the end of the term of office, so that there is a balance between legal certainty for the Notary's widow and legal protection for parties who suffer losses due to deeds made during the Notary's term of office.

Legal Protection for Parties Harmed by a Notary's Negligence in Making Authentic Deeds After the End of the Notary's Term of Office

Legal protection for parties harmed by a Notary's negligence in making an authentic deed must be placed in the context of the Notary's position as a public official who is authorized by the state to create written evidence that has perfect evidentiary force. This position has the consequence that the deed made by the Notary is not only a document that records the wishes of the parties, but also a legal instrument that provides certainty regarding the legal relationship stated therein. Article 1868 of the Civil Code stipulates that an authentic deed must be made in a form determined by law, made by or before an authorized public official, and made within the authority of that official. Thus, the authenticity of a deed is not solely determined by the presence of the signatures of the Notary and the parties appearing before him, but also by the fulfillment of the material and formal requirements stipulated by statutory regulations. Consequently, any negligence of the Notary in exercising this authority has the potential to affect the legal standing of the deed and at the same time cause losses to parties who base their rights on the deed.

From the perspective of evidentiary law, a Notary's negligence becomes relevant when errors in the deed cause the deed to no longer be able to carry out its evidentiary function as it should. Notarial deeds essentially have external evidentiary power (uitwendige bewijskracht), formal (formele bewijskracht), and material (materiele bewijskracht). External evidentiary power relates to the deed's ability to prove itself as an authentic deed as long as it meets the requirements

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stipulated by law. Formal evidentiary power relates to certainty regarding matters formally carried out by the parties and the Notary, including the identity of the parties, time, place, date, and process of signing the deed. Meanwhile, material evidentiary power relates to the truth of the substance or content of the information contained in the deed. Therefore, even seemingly simple writing errors can have legal consequences if the error concerns the identity, date, object, amount, rights, obligations, or other parts that determine the substance of the legal relationship between the parties. Thus, editorial errors cannot always be viewed as merely an administrative problem, because in certain circumstances these errors can reduce or even eliminate the evidentiary power of the deed as an authentic deed.

This condition shows that the Notary's responsibility for the deed he made does not end when the deed has been read and signed by the parties. This responsibility is inherent in the Notary because the deed that has been made is a product of his position that is directly related to the public authority given to him. If an error in the deed causes the deed to be degraded to a private deed, then the legal standing of the parties may experience uncertainty. Article 16 paragraph (9) of the Notary Law as amended by Law Number 2 of 2014 provides the consequence that if certain requirements related to the Notary's obligations are not met, the deed in question only has evidentiary force as a private deed. This degradation is certainly different from the cancellation of a deed. A degraded deed basically loses its authentic character, while cancellation relates to the nullity of the legal relationship set forth in the deed for certain reasons. Therefore, the assessment of the Notary's error must be carried out concretely by looking at the type of error, the part of the deed that is in error, the resulting consequences, and the causal relationship between the error and the losses experienced by the parties.

Notarial errors in the preparation of deeds can essentially be administrative, formal, or substantive. Typical errors that do not change the substance and can be immediately corrected certainly have different consequences than typographical errors that change the identity of the parties, the object of the agreement, the amount of rights, the amount of money, or the substance of the agreement. Similarly, a distinction must be made between errors in the Notarial Verklaring and errors in the statements or wishes of the parties. An error regarding the date of the deed, for example, is essentially part of the Notary's statement, so the correction mechanism can be implemented through a Correction Report in accordance with Article 51 of the UUJN. Conversely, if the error relates to the content of the agreement between the parties, the correction cannot be made unilaterally by the Notary because the substance of the agreement is the will of the parties. In such circumstances, the parties need to be present again to make corrections or draw up a new

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deed. This distinction is important because the Notary may not use the correction mechanism to change the substance of an agreement that has actually been made by the parties.

The problem becomes more complex when the error is only discovered after the Notary who made the deed has expired and the Notary's protocol has been handed over to another Notary as the protocol holder. The expiration of a Notary's term of office does not, in principle, remove the Notary's responsibility for the deeds he or she has made. Article 65 of the UUJN stipulates that Notaries, Substitute Notaries, Special Substitute Notaries, and Temporary Notary Officials are responsible for every deed they make even if the Notary's protocol has been handed over or transferred to the Notary's protocol custodian. This norm demonstrates a separation between responsibility for the deed product and the administrative authority to store and issue copies of the protocol. The protocol holder essentially functions as the custodian and manager of the protocol, not as the party who replaces all substantive responsibilities of the Notary who made the deed. Thus, the injured party can still demand accountability from the Notary who made the deed even if the Notary has retired, resigned, or is no longer holding the position of Notary.

The issue of accountability can be analyzed through Abdulkadir Muhammad's theory of legal responsibility. Legal accountability from a civil perspective is essentially related to the obligation to bear the consequences of an act that causes harm to another party. In the context of a Notary, negligence in making a deed can be qualified as a form of liability based on an unlawful act if the elements of the act, the unlawful nature, error, loss, and a causal relationship between the act and the loss are met. The Notary has a legal obligation to act honestly, carefully, independently, impartially, and to protect the interests of the parties concerned in the deed. Therefore, when a writing error or negligence in examining a deed causes one party to suffer a loss, the issue is no longer merely a matter of the administrative quality of the deed, but can develop into a matter of legal responsibility. In this context, the principle of neminem laedere becomes relevant, namely that everyone is in principle obliged not to cause harm to others through their actions or negligence.

Notary liability for negligence can be realized through several legal instruments, namely civil liability, administrative liability, and in certain circumstances, criminal liability. From a civil perspective, Article 1365 of the Civil Code provides a basis for the injured party to claim compensation if it can be proven that the notary committed an unlawful act and there is a causal relationship to the loss. From an administrative perspective, violations of official obligations can be subject to sanctions in accordance with the provisions of the UUJN and the mechanism for monitoring the notary's position. Meanwhile, criminal liability must be clearly distinguished from ordinary negligence because the application of criminal law requires the fulfillment of the elements

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of a criminal act determined by statutory regulations. Typical errors that arise solely from carelessness without intent cannot automatically be qualified as a criminal act. This distinction is important so that notary liability is not overly applied, but still provides effective protection for parties who actually suffer losses.

When linked to Philipus M. Hadjon's theory of legal protection, protection for injured parties can be divided into preventive and repressive legal protection. Preventive protection should operate before a dispute arises through norms that require Notaries to carry out their duties carefully, thoroughly, independently, and professionally. This obligation serves as a preventive instrument to ensure that the deeds they create do not contain errors that could harm the parties. In the context of this research, the existence of this obligation of care indicates that the legal system has actually provided a preventive basis. However, the effectiveness of this protection is highly dependent on the implementation of professional obligations by Notaries. Wording errors that cause differences in the meaning of the rights of the parties indicate that preventive protection has not been fully successful. This condition becomes more complex if the error is only discovered after the Notary enters retirement because the UUJN does not provide a mechanism that specifically regulates each stage of resolving errors in deeds discovered after the end of the term of office.

Repressive legal protection becomes crucial when errors have led to disputes or losses. The injured party can use the civil lawsuit mechanism to request restoration of rights, cancellation, confirmation of the legal standing of the deed, or compensation according to the specific circumstances. In case No. 102/Pdt.G/2025/PN MLG, the existence of editorial inconsistencies in the authentic deed demonstrates that the deed, which should be a tool for providing legal certainty, can actually become a factor that increases the scope for disputes. This demonstrates that repressive protection is not sufficient merely to provide access to the courts; it must also be able to provide proportional redress for the losses incurred. Thus, the effectiveness of legal protection must be measured not only by the existence of a court decision, but also by the legal system's ability to restore legal certainty, correct the consequences of the error in the deed, and ensure that the injured party receives appropriate redress.

In the event that the Notary Public who made the deed has expired, the mechanism for correcting the deed becomes an important issue because the authority over the protocol rests with the Notary holding the protocol. Article 51 of the UUJN in principle provides the authority to correct any typographical errors and/or errors contained in the minutes of the signed deed, through the mechanism of creating a Correction Report and recording it in the original minutes of the deed. However, when the Notary Public who made the deed has retired, the correction process cannot be

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equated with the corrections carried out by an active Notary Public. In such circumstances, a mechanism is needed to ensure that the correction does not change the substance of the deed and remains within the corridor of legal authority. The case that became the object of this research shows the practice of applying to the Malang District Court to obtain permission from the Notary Public holding the protocol to make corrections to the deed made by the Notary who has entered retirement. This mechanism shows that the role of the court can be an instrument of legal protection to ensure that corrections are carried out legally, transparently, and do not harm the parties.

Based on this practice, corrections to deeds must still take into account the character of the deed that contains the error. In a party deed, if the error is in the identity of the parties or the substance of the agreement, then in principle the parties must be involved because the content of the deed is a manifestation of the will of the parties. Corrections can be made through a deed of correction or, if necessary, through the cancellation of the old deed followed by the creation of a new deed. In contrast, if the error is only in the Notary's statement which is objective and verifiable, the correction can be made through a Minutes of Correction as long as it does not change the substance of the legal relationship between the parties. Meanwhile, in relaas deeds, such as the Deed of Minutes of the GMS, errors in decisions or the substance of the meeting results must take into account the authority of the company's organs and the wishes of the shareholders. If all shareholders are unable to attend, a decision-making mechanism outside the GMS as permitted by Article 91 of the Limited Liability Company Law can be an alternative as long as the requirements are met. This distinction shows that the mechanism for correcting deeds must be casuistic and cannot be applied uniformly to all types of errors.

Thus, Decision Number 102/Pdt.G/2025/PN MLG provides an important overview of the relationship between errors in deeds, the responsibility of Notaries, the position of the protocol holder, and legal protection for injured parties. The main issue is not merely whether a Notary is still in office or has retired, but how the law ensures that responsibility for deeds can still be carried out without eliminating legal certainty for the parties. Article 62 of the UUJN indicates that the end of the term of office is one of the reasons for submitting a protocol, while Article 65 maintains the Notary's responsibility for the deeds they have drawn up. However, this norm does not fully address the technical procedures when errors in the deed are only discovered after the protocol is submitted. The lack of clarity in this mechanism has the potential to create uncertainty for injured parties because they must determine to whom to submit a request for correction, who is authorized to take corrective action, and the extent to which the Notary holding the protocol can act without exceeding their authority.

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Therefore, the research results indicate that legal protection for parties harmed by a Notary's negligence after the end of his term of office is essentially available through civil and administrative instruments, deed correction mechanisms, and access to judicial institutions, but has not yet fully provided optimal protection. Preventive protection still needs to be strengthened through clearer regulations regarding standards for deed examination and correction, while repressive protection needs to provide a more concrete recovery mechanism for parties who suffer losses. On the other hand, Article 65 of the UUJN needs to be understood as the basis that the end of his term of office and the submission of the protocol does not eliminate the Notary's responsibility for the deeds he has drawn up. The protocol holder cannot be immediately positioned as a substitute for the Notary's substantive responsibility for the deeds he has drawn up, but carries out the function of storing and serving the protocol according to his authority. Thus, it is necessary to strengthen regulations regarding the Notary's accountability mechanism after the end of his term of office, the procedure for deed correction through the protocol holder, and the recovery mechanism for the injured party. This strengthening is important to ensure that authentic deeds continue to carry out their primary function as evidence that provides legal certainty, while also guaranteeing that the public obtains effective legal protection when negligence occurs in the performance of the Notary's duties.

4. CONCLUSION

The end of a Notary's term of office does not automatically remove legal liability for deeds made while still holding office. The end of the term of office only terminates the Notary's authority to act as a public official, while responsibility for actions that have been carried out can still be requested as long as it can be proven that there was an error or negligence, losses suffered by other parties, and a causal relationship between the two. Article 65 of the Notary Law provides the basis that responsibility for deeds remains attached even though the protocol has been handed over or transferred to the protocol holder. However, this regulation does not provide adequate clarity regarding the time limit, form, and mechanism for the Notary's liability after the end of the term of office. Therefore, the liability of a retired Notary must be distinguished between official liability and personal civil liability for negligence committed while still in office. The protocol holder cannot automatically be burdened with responsibility for substantial errors in deeds made by the previous Notary, because his position is basically limited to the storage and management of protocols. Thus, the correct construction of responsibility is to still impose civil responsibility on the Notary who made the deed if his negligence is proven to have caused a loss, even if the loss is only discovered after his term of office has ended.

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Legal protection for parties harmed by a Notary's negligence in making authentic deeds after the end of his term of office has not yet fully provided certainty and effective recovery. Preventive legal protection is not optimal because the Notary Law does not specifically and comprehensively regulate the mechanism for correcting errors in deeds after the Notary who made them retires, while repressive protection still relies heavily on civil lawsuits and court proceedings after the loss occurs. Normatively, Article 51 of the UUJN provides a mechanism for correcting written or typographical errors, Article 62 regulates the submission of protocols, and Article 65 affirms the continued responsibility of Notaries, but these three provisions do not expressly regulate the relationship of authority between a retired Notary and the protocol holder in making corrections to deeds. Therefore, it is necessary to strengthen the regulations in the UUJN that explicitly determine the authority of the protocol holder to correct technical or editorial errors based on clear procedures and limitations, while errors that touch on the substance of the parties' wishes must still be corrected with the involvement of the parties or through a court mechanism. These regulations are important so that legal protection is not only oriented towards resolving disputes after losses occur, but also provides a correction and recovery mechanism that is effective, fair, and able to guarantee legal certainty for the injured party.

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