



Legal Certainty of a Sales and Purchase Agreement Deed Made Without Being Read by and Not Signed Before a Notary

Furqon Hanip^{1*}, Yurisa Martanti², Taqiyuddin Kadir³
Universitas Jayabaya

Corresponding Author: Furqon Hanip furqonhanip9@gmail.com

ARTICLE INFO

Keywords: Notarial Deed, Legal Certainty, Principle of Prudence

Received : 01 July 2025

Revised : 23 July 2025

Accepted: 28 August 2025

©2025 Hanip, Martanti, Kadir: This is an open-access article distributed under the terms of the [Creative Commons Attribution 4.0 International](https://creativecommons.org/licenses/by/4.0/).



ABSTRACT

Notaries play a crucial role in ensuring the validity of legal transactions through authentic deeds with strong evidentiary power. However, procedural violations such as deeds not being read aloud or signed before the notary contradict Article 16 paragraph (1) letter m of Law No. 2 of 2014 on the Notary Position and may render the deed legally flawed, reducing it to the status of a private deed. This study aims to examine legal remedies available to the parties and the certainty provided by such flawed deeds. Using a normative legal research method supported by literature review, statutory analysis, and interviews with legal practitioners, the study finds that such deeds undermine legal certainty, and recommends stronger disciplinary enforcement against violating notaries.

INTRODUCTION

A notary, as a public official responsible for drafting authentic deeds, bears significant responsibility in ensuring the validity and smooth execution of legal transactions, including land sale and purchase agreements. One of the notary's main duties is to ensure that the deeds they draft are not only legally valid but also safeguard the rights of the parties involved. A notarial deed is one of the authentic pieces of evidence that holds a highly significant position within the Indonesian legal system. This deed serves as a legally recognized means of proof, admissible in court as strong evidence of an agreement or legal transaction conducted by the parties. A notarial deed carries significant legal force because it is executed before a notary, a public official authorized by the state to draft and authenticate official deeds.

Article 15 paragraph (1) of Law Number 2 of 2014 concerning the Position of Notary stipulates that a notary, in drafting a deed, must comply with the prevailing legal provisions and/or act according to the wishes of the interested parties to be stated in the authentic deed. In a Sale and Purchase Binding Agreement (PPJB), a notary must examine the completeness of documents, verify the identities of the parties involved, and check the factual and legal compliance. This principle aims to prevent future legal issues and to protect the rights of the seller, the buyer, and any third parties involved in the land transaction.

Article 16 paragraph (1) letter m of Law Number 2 of 2014 concerning the Position of Notary states that 'a notary has the obligation to read the deed before the appearing parties in the presence of at least two witnesses and have it signed immediately by the appearing parties, the witnesses, and the notary. Field observations indicate that many notarial deeds are executed without being read aloud and signed in the presence of a notary, resulting in legal issues that lead to disputes and harm the parties involved. This can be seen in several cases, including: Decision Number 123/Pdt.G/2024/PN Bks, which annulled PPJB Deed No. 04/2023 because it was executed without the knowledge of the heirs of the lawful landowner, thus violating Article 1320 of the Civil Code and applicable laws; Decision Number 7/Pdt.G/2020/PN Jkt.Utr, which declared PPJB Deed No. 45 invalid because it was not made in accordance with proper procedures, not read aloud, not signed before a notary, and was only prepared by an assistant; and Decision Number 801/Pdt.G/2019/PN SBY, which revealed a detrimental clause in PPJB Deed No. 410, resulting in the land payment not being executed properly. All three decisions have permanent legal force (final and binding) and underscore that procedural violations in the making of a notarial deed can cause the deed to lose its authentic status and be regarded merely as a private document.

Based on the review, there are five previous studies that show different focuses. The study by Putri Citra Dewi discusses the Implementation of Sale and Purchase Binding Deeds Based on Absolute Power of Attorney, with a focus on the absolute power of attorney. The study by Widya Wahyu Savitri highlights Legal Certainty Regarding PPJB Deeds That Do Not Meet Material Requirements, focusing on the aspect of material requirements. Meanwhile,

Iwan Purwanto examined Legal Certainty for Mortgage (KPR) Debtors Using PPJB Deeds, with a focus on KPR loans. Furthermore, Rosellah Arvita examined Legal Certainty for Consumers Regarding Breach of Contract in PPJB Conducted by Apartment Developers in relation to Law Number 8 of 1999 on Consumer Protection, with a focus on apartment developers. Finally, the study by Sriyani Hartati discusses Legal Certainty for Prospective Apartment Buyers Regarding the Implementation of PPJB with Developers Who Have Gone Bankrupt, focusing on prospective apartment buyers

The role of notaries in ensuring the validity of legal transactions through authentic deeds emphasizes the need to strictly comply with formal procedures. In practice, however, violations often occur, particularly when a Sale and Purchase Agreement Deed is neither read aloud nor signed before a notary, contrary to Article 16 paragraph (1) letter m of Law Number 2 of 2014 on the Notary Office. Such violations may cause the deed to lose its authenticity and reduce its evidentiary value to that of a private deed, thereby undermining legal certainty. This study examines the legal remedies available to the parties and analyzes the extent of legal certainty provided in such cases, while contributing to the enrichment of legal knowledge on notarial prudence, the principle of legal certainty, and the protection of contracting parties.

LITERATURE REVIEW

Theory of Legal Certainty

According to Jan Michiel Otto, legal certainty is defined as the likelihood that, in a given situation:

- 1) Clear, consistent, and easily accessible rules are available, issued by and recognized due to the authority of the state.
- 2) Governing institutions (the government) apply these legal rules consistently and also comply with them.
- 3) Citizens, in principle, adjust their behavior in accordance with these rules.
- 4) Independent and impartial judges consistently apply these legal rules when resolving legal disputes.

Precautionary Principle

According to Hans Jonas, the precautionary principle holds that technology has expanded the reach of human actions' impacts, and therefore ethics must be adapted to consider long-term effects.

METHODOLOGY

This research employs a normative legal method, primarily based on library research (secondary data) supported by interviews, thus categorized as legal literature research. The approaches used include the statute approach, which examines relevant laws and regulations; the case approach, which analyzes concrete cases in practice; the analytical approach, which interprets legal terms and their applications; and the conceptual approach, which explores underlying legal concepts and values. The legal materials consist of primary sources (such as the 1945 Constitution, Civil Code, Agrarian Law of 1960, Notary Law of 2014, land registration regulations, and notarial codes),

secondary sources (literature, research, and expert opinions), and tertiary sources (dictionaries, encyclopedias, and indexes). Data collection was carried out through identification, classification, and selection of relevant documents, while analysis was conducted using legal interpretation (grammatical and systematic) and legal construction (analogy and refinement) to obtain comprehensive findings.

RESEARCH RESULT

Based on the analysis of several court decisions concerning the notary's responsibility in drafting Sale and Purchase Binding Agreements (PPJB) and authentic deeds, it can be concluded that notaries bear a crucial legal duty in ensuring the legal certainty of the parties. As public officials authorized by law to execute authentic deeds, any negligence or procedural deviation by notaries may result in administrative, civil, or criminal legal consequences.

Decision Number 123/Pdt.G/2024/PN Bks

In a land dispute case in Cimuning, Bekasi, Notary-PPAT WI was alleged to have been negligent in verifying the legal status of the land and the validity of the parties involved. As a result, PPJB Deed No. 04/2023 was issued despite the land having been legally sold previously. This notary's negligence demonstrates non-compliance with Article 16 paragraph (1) letters a and c of the Law on the Position of Notary (UUJN), which requires notaries to act honestly, diligently, independently, and to safeguard the interests of the parties. Court proceedings revealed that the heirs had never sold the land to any other party, indicating the notary failed to adhere to the precautionary principle and basic verification procedures.

From a legal responsibility perspective, a negligent notary may face administrative sanctions ranging from warnings to dismissal by the Regional Supervisory Council of Notaries; civil liability if the negligence causes losses to other parties, which can be claimed under Article 1365 of the Civil Code; and criminal sanctions if it is proven that false statements were included in the deed as regulated under Article 266 of the Criminal Code.

Decision Number 7/Pdt.G/2020/PN Jkt.Utr

This case underscores that a notary's negligence in drafting a PPJB can cause the deed to lose its authentic status. PPJB Deed No. 45 of 2019 was executed without official procedures, was not read aloud before the parties, and the notary was allegedly absent during the signing. The panel of judges ruled that the deed only holds the value of a private document, and the notary was held liable to pay compensation of IDR 500 million for negligence. This decision highlights the critical role of notaries in ensuring legal certainty and document validity, as well as the legal consequences arising from procedural neglect.

Decision Number 801/Pdt.G/2019/PN SBY

The analysis of this decision emphasizes that a PPJB, as a preliminary agreement, provides legal certainty only if executed in good faith and accompanied by actual performance from the parties involved. The notary has

the responsibility to verify data, ensure the land is not under dispute, and confirm that the parties have the authority to enter into the agreement. If the notary is negligent, the PPJB can become a source of dispute and legal certainty is not achieved, as demonstrated in the case between the Plaintiffs and Defendant II.

DISCUSSION

Legal Remedies Taken by the Parties Regarding Sale and Purchase Binding Agreements Executed Without Being Read and Signed in the Presence of a Notary

A notarial deed is an authentic evidentiary instrument with full probative value (Article 1868 of the Civil Code), which is essential for providing legal certainty, and therefore must be drafted with due care in accordance with legal provisions. A notary plays both an administrative and substantive role because the deeds they create are legally binding. Procedural violations, such as not reading the deed aloud or failing to have it signed before a notary, can result in serious legal consequences. Consequently, the reading and signing of the deed in the presence of the notary and witnesses must be conducted in accordance with Article 16 paragraph (1) letter m and Article 38 paragraph (1) of the Law on the Position of Notary (UUJN) to ensure diligence and transparency. If these requirements are not fulfilled, the deed fails to meet the criteria of an authentic deed.

If a deed is not read aloud and signed in the presence of a notary, in accordance with Article 16 paragraph (9) of the Law on the Position of Notary (UUJN), the deed is valid only as a private document with weaker evidentiary power, putting the parties at risk of losing maximum legal certainty. Aggrieved parties may file a civil lawsuit in court to have the deed declared null or void as an authentic deed, based on the notary's formal procedural violations. In addition, the parties may pursue administrative remedies by submitting a complaint to the Regional Supervisory Council of Notaries (Article 66B UUJN), which is authorized to assess breaches of the code of ethics or negligence by notaries and to impose administrative sanctions, ranging from warnings to dismissal, in order to maintain professional integrity and provide a non-litigation resolution channel.

According to Hans Jonas, the precautionary principle emphasizes that technology expands the impact of human actions, and therefore ethics must adapt to consider long-term effects. In the context of the notary profession, the principle of caution becomes fundamental, where a notary is not only responsible for drafting deeds but also must ensure that the deed accurately and lawfully reflects the intentions of the parties. By failing to read the deed aloud or allowing it to be signed without their presence, a notary clearly disregards this precautionary principle.

This not only infringes upon the rights of the parties but also threatens public trust in the notary profession. Therefore, every deed-making process must uphold high standards of professionalism and morality to avoid adverse legal consequences. Enforcement of the law against notaries who violate procedures must be carried out consistently through both litigation and

administrative channels, with oversight strengthened by the Regional Supervisory Council (MPD), the Notary Honorary Council, and professional organizations to prevent similar violations from recurring. Notary professionalism must be grounded in compliance with the law, moral integrity, and dedication to justice. Given that notarial deeds carry high evidentiary value because they are executed by authorized public officials, their drafting must meet strict formal requirements, including reading and signing the deed in the presence of the notary, which is an essential part of the mechanism ensuring legal certainty for the parties.

If the procedure of reading and signing a deed is not conducted in the presence of a notary, the deed is no longer considered authentic under the law, thereby reducing its legal force and exposing the aggrieved party to potential lawsuits or complaints. This obligation is explicitly regulated in Article 16 paragraph (1) letter m and Article 38 paragraph (1) of the Law on the Position of Notary (UUJN), which require the deed to be read and signed simultaneously by the appearing parties, witnesses, and the notary.

The reading and signing of a deed in the presence of a notary is an essential requirement for the deed to be considered authentic; if this is not fulfilled, the deed is valid only as a private document. In performing their duties, a notary is obliged to uphold the principle of caution, which includes diligence in drafting the deed and ensuring that all procedures are properly executed. Ignoring this obligation such as failing to read the deed aloud or allowing signatures to be affixed without the notary's presence constitutes a serious violation that may result in civil, administrative, or criminal liability, as a formally defective deed loses its maximum legal force in accordance with Article 16 paragraph (9) of the Law on the Position of Notary (UUJN).

Aggrieved parties resulting from a deed that is not read aloud or signed in the presence of a notary may file a civil lawsuit in the district court, either seeking annulment of the deed for failing to meet the requirements of an authentic deed or filing a tort claim to claim material and immaterial damages. Aside from litigation, the Law on the Position of Notary (UUJN) also grants parties the right to report alleged notarial violations to the Notary Supervisory Council (MPD, MPW, or MPP), which is authorized to receive complaints and examine breaches of statutory provisions or the notary code of ethics in accordance with Article 66B UUJN.

If a violation is proven, the notary may face administrative sanctions ranging from written warnings, temporary suspension, to permanent dismissal as part of the professional oversight mechanism. In cases of serious violations, such as drafting a deed without the presence of the parties while including false statements, the notary may be subject to criminal liability under Article 266 of the Criminal Code concerning falsification of statements in an authentic deed, with investigations requiring approval from the Notary Honorary Council (Article 66 UUJN) and proof of intent. The Supreme Court has affirmed that deeds not executed in accordance with UUJN's formal procedures may be annulled or deemed non-authentic, reinforcing the legal position of aggrieved parties and establishing a precedent for holding notaries accountable.

Notaries bear legal, ethical, and moral responsibilities in performing their duties, as regulated in the Indonesian Notary Code of Ethics. Drafting a deed without reading it aloud or without the presence of the parties constitutes a serious violation of the code of ethics and the principle of caution, which may result in ethical sanctions from professional organizations such as the Indonesian Notary Association (INI). Legal certainty for the parties heavily depends on the integrity and professionalism of the notary, making law enforcement crucial to maintaining public trust. Oversight through the Regional Supervisory Council (MPD), the Notary Honorary Council (MKN), and continuous education on the precautionary principle and the legal consequences of procedural violations are necessary to strengthen the role of notarial deeds as instruments of legal certainty. In the Bekasi land dispute case concerning PPJB Deed No. 04/2023, the violation of Article 16 paragraph (1) letter m of the Law on the Position of Notary (UUJN) where the deed was not read before the appearing parties or witnesses and was not signed simultaneously resulted in the deed losing its status as an authentic deed and being valid only as a private document.

The facts show that PPJB Deed No. 04/2023, drafted by Notary WI, S.H., M.Kn., contravened legal provisions because the heirs, Hj. TSZ and Diane Line, were never present, did not know the buyer, and were unaware of the signing of the deed. This confirms that the deed was neither read aloud nor signed in the presence of the notary, suggesting that it may have been signed outside the office or without the parties' knowledge. Legally, this negligence renders the deed invalid as an authentic deed under Article 1868 of the Civil Code, as it fails to meet the formal requirements stipulated in Article 16 of the Law on the Position of Notary (UUJN), thereby threatening the formal validity of the deed.

Violations of Article 16 paragraph (1) letter m UUJN are subject to administrative sanctions as regulated in Article 85 UUJN. Furthermore, pursuant to Article 39 paragraph (1) UUJN, a notary is prohibited from signing the deed's draft (*minuta*) if the appearing parties are not present directly before the notary.

In this case, the statements of the heirs, who were neither present nor acquainted with the parties in the deed, indicate that the notary violated provisions prohibiting the creation of fictitious deeds or deeds without the parties' presence. This violation caused real harm to the Plaintiff, including the loss of lawful rights to the land, and created the opportunity for others to engage in illegal activities on the property. PPJB Deed No. 04/2023 is both formally and materially defective, as it was drafted without a genuine transaction, without lawful payment, and without the intention or presence of the parties, and therefore may be annulled or deemed non-authentic. The Plaintiff may file a lawsuit to annul the deed in the district court based on formal and material defects, as well as the notary's breach of the precautionary principle, while also reporting the notary to the Regional Supervisory Council (MPD) or the Notary Honorary Council (MKN) for ethical examination and possible administrative sanctions up to dismissal.

This case underscores the importance of the precautionary principle in notarial practice, where the notary functions not only as a recorder of transactions but also as a guardian of the formal and material legality of deeds. Violating this principle opens the door to disputes and harms bona fide parties, such as the Plaintiff. PPJB Deed No. 04/2023 was created unlawfully, both formally and materially, and thus deserves annulment to restore the Plaintiff's civil rights over the land under PJB Deed 24/2018, while simultaneously upholding legal certainty and preventing deviant notarial practices. Notaries possess the special authority to execute authentic deeds with full probative value, but formal requirements such as reading the deed to the appearing parties and signing in the notary's presence are substantial to ensure the validity of the deed and legal certainty for the parties.

If a notary neglects the duty to read the deed and does not have the parties present for signing, the deed loses its authenticity and is valid only as a private document under Article 16 paragraph (9) UUJN. An authentic deed under Article 1868 of the Civil Code must be executed by an authorized official and follow legally prescribed procedures. UUJN explicitly requires notaries to read the deed in the presence of the parties and witnesses, and then have it signed directly by all parties (Articles 16 paragraph 1 letter m and 44 paragraph 1 UUJN) to ensure understanding of the deed's contents, prevent errors or coercion, and maintain the integrity of the notarial office. Procedural violations harm the parties, weaken the deed's legal force, and have serious consequences in court proceedings.

A deed that can be annulled formally is not legally valid as a basis for subsequent legal acts, such as the transfer of land rights, credit disbursement, or assignment of rights. If its use causes losses, the parties are entitled to hold the notary accountable under civil, administrative, or criminal law.

A notarial deed possesses authentic legal force only if it is executed in accordance with the formal procedures stipulated by UUJN, namely, read by the notary in the presence of the parties and signed before the notary. A deed drafted without following these procedures loses its authentic status and may give rise to civil, ethical, or criminal consequences, especially if intent is involved. For example, PPJB Deed No. 04/2023 was created without a genuine transaction, without lawful payment, and without the presence of the parties, thereby containing both formal and material defects. Such a deed may be annulled or deemed non-authentic, and a judge has the authority to set it aside.

The appropriate legal remedy for the aggrieved party is to file a lawsuit seeking annulment of the deed in the District Court to uphold justice and legal certainty. The lawsuit may be based on formal defects (failure to comply with reading and signing procedures) and substantive defects (absence of a genuine transaction or the parties' consent), with the aim of obtaining a court decision declaring that the deed lacks binding legal force and may be annulled.

In addition to civil lawsuits, procedural violations by a notary may also result in ethical sanctions. A notary proven to have committed serious violations, such as drafting a falsified deed or deliberately neglecting the duties of reading and signing the deed, may face administrative sanctions from the

Regional Supervisory Council (MPD) or the Notary Honorary Council (MKN), ranging from written warnings to temporary or permanent dismissal, as a means of enforcing accountability and professional integrity.

The precautionary principle is a fundamental pillar of the notary profession, requiring notaries not only to record legal events but also to ensure the formal and material legality of deeds, maintain transparency regarding the rights and obligations of the parties, and prevent the misuse of the law. Violating the precautionary principle creates opportunities for disputes and harms bona fide parties, making the drafting of a deed without reading and signing by the parties a serious negligence and a breach of the notary's primary function. From a legal perspective, judges must uphold justice and legal certainty by annulling PPJB deeds that are formally and materially defective, in order to protect the rights of legitimate buyers, provide a deterrent against the misuse of notarial authority, and prevent distortions in land administration.

A notary's authority as a public official to execute authentic deeds must be exercised in accordance with applicable laws. The Law on the Position of Notary requires that deeds be read and signed in the notary's presence, thereby ensuring that the contents of the deed are understood and agreed upon by the appearing parties. The procedure of reading and signing a deed is a crucial mechanism to ensure its validity and evidentiary power; violations of this procedure result in a legally defective deed and the loss of legal certainty for the parties.

A deed that is neither read aloud nor signed in the presence of a notary is valid only as a private document, meaning its evidentiary power is weak and giving the aggrieved party the opportunity to prove its invalidity through witnesses, documents, or expert testimony. The parties may file a civil lawsuit based on Article 1365 of the Civil Code concerning unlawful acts to annul the deed, claim damages, and obtain a court ruling that the deed lacks authentic legal force. Additionally, violations by the notary may be reported administratively to the Regional Supervisory Council (MPD) or the Notary Honorary Council (MKN), with sanctions ranging from warnings to permanent dismissal.

If there is evidence of intentional falsification of the deed, a criminal report may be filed under Article 263 of the Criminal Code. These legal remedies are supported by evidence such as witnesses, documents, recordings, or expert opinions. The entire process underscores the importance of the precautionary principle for notaries, who must ensure that deeds reflect the parties' intentions and comply with formal legal procedures. Negligence or violations of this principle not only harm bona fide parties but also expose the notary to civil, administrative, and criminal sanctions, while simultaneously undermining public trust in the notarial profession.

Legal Certainty for Parties Regarding a Sale and Purchase Binding Agreement (PPJB) Deed Drafted Without Being Read or Signed in the Presence of a Notary

Under Indonesian law, a notarial deed holds a special position as an authentic deed with binding effect and full probative value. To obtain this

status, the deed must meet the formal requirements under the UUJN-P, including the notary's obligation to read the deed in the presence of the appearing parties with at least two witnesses, and to ensure that the deed is signed immediately by the parties, the witnesses, and the notary, as regulated in Article 16 paragraph (1) letter m UUJN-P. This provision is imperative and constitutes an essential part of establishing an authentic deed.

If the notary does not read the deed and the parties do not sign it in the notary's presence, the deed loses its authentic character. According to Article 16 paragraph (9) UUJN-P, a deed that does not meet formal requirements is valid only as a private document. Consequently, the deed no longer serves as full evidence, creating legal uncertainty, and its evidentiary strength must be supported by other evidence, thereby disadvantaging parties who rely on it for legal certainty.

A notary who fails to read the deed or to have the parties present for signing may be subject to sanctions under Article 85 letter c UUJN-P, ranging from warnings, reprimands, temporary suspension, to permanent dismissal. A notarial deed that is neither read nor signed in the presence of a notary loses its authenticity and is valid only as a private document, making it susceptible to disputes. As a public official, the notary is responsible for ensuring that formal procedures are properly followed, because negligence can harm the parties involved and undermine public trust in the notarial profession. Moreover, this undermines legal certainty, as it contradicts the fundamental principles of an authentic deed. Adherence to formal procedures is absolutely essential to maintain the integrity of the deed and to provide legal certainty for the parties involved.

A notarial deed is considered authentic evidence under Article 1868 of the Civil Code; however, if it is not read and signed in the presence of a notary, its validity as evidence may be questioned. Reading and signing the deed before a notary ensures that the parties understand and freely agree to its contents. This procedure guarantees the deed's validity and legal certainty; if violated, the deed becomes defective and may give rise to disputes or annulment claims.

Consequently, the Court will assess the validity of a deed from both procedural and substantive perspectives. A deed with procedural defects may be annulled, creating uncertainty regarding land ownership or the rights of the parties involved and potentially triggering disputes. Furthermore, a notary who is negligent in performing their duties, such as failing to read the deed or ensure it is properly signed, may be subject to administrative or legal sanctions in accordance with the provisions of the UUJN.

A notarial deed that is neither read nor signed in the presence of a notary creates legal uncertainty and may lead to disputes as well as financial and reputational losses for the parties involved. Legal certainty is achieved only if all procedures, from reading to signing, are carried out in accordance with the provisions, ensuring that the deed is valid, binding, and enforceable.

According to Jan Michiel Otto, legal certainty is the confidence that the law provides clear and consistent rules, which are properly enforced by the authorities, thereby offering assurance and predictability in specific situations.

According to Otto, legal certainty encompasses clear and consistent rules, the consistent application of the law by the government, citizens' compliance with the law, independent judicial decisions, and the enforcement of court rulings.

This case illustrates the disruption of the five principles of legal certainty according to Otto. First, the application of the law by the relevant authorities is inconsistent, as the Plaintiff had fulfilled payment obligations and legal requirements, yet ownership of the land was not granted. Second, the behavior of other parties (Defendants I, II, and IV) disregarding a lawful transaction further undermines legal certainty. Third, judges must apply the law consistently, particularly regarding the validity of the Plaintiff's transaction versus the other parties' fraudulent deeds. Fourth, court decisions must be fair and reflect legitimate rights. Fifth, the enforcement of court decisions must be concrete, including restoring the Plaintiff's rights to the land and annulling unlawful transactions.

Otto's legal certainty theory is relevant in this case, as procedural negligence in the drafting of the notarial deed and actions by parties acting outside the law create legal uncertainty that harms the Plaintiff. To uphold legal certainty, the court must act consistently, fairly, and in accordance with the law, restoring the Plaintiff's land rights and annulling unlawful transactions. The legal certainty of a notarial deed depends on compliance with formal procedures, namely the reading of the deed in the presence of the parties and its signing before the notary; if these procedures are not followed, the validity of the deed and the parties' rights become questionable.

If a notarial deed is made without being read and signed in the presence of a notary, it may fail to meet the formal requirements set by law. According to Article 1868 of the Civil Code, a notarial deed is an authentic deed that serves as conclusive evidence between the parties; however, its authenticity depends on compliance with these formal procedures.

A notarial deed that is neither read nor signed in the presence of a notary does not meet the formal requirements to qualify as an authentic deed, thereby casting doubt on its validity and the legal certainty for the parties involved. Reading and signing the deed before a notary ensures that the parties understand its contents and consciously consent to them. Without this procedure, the integrity of the deed is questionable, and the parties' good faith in the transaction may be doubted. Jan Michiel Otto's principle of legal certainty emphasizes the need for clear rules and consistent application of the law to protect the rights of the parties.

A notarial deed created without proper procedural compliance does not provide legal certainty for the parties and is at risk of being annulled by the court, potentially causing harm to those who rely on it. Otto's principle of legal certainty emphasizes that courts and competent authorities must apply the law consistently, ensure that defective deeds do not confer legal certainty, and protect the rights of the aggrieved parties.

If a notarial deed is created without proper procedural compliance yet is still considered valid, it results in injustice and legal uncertainty for the parties involved. In disputes, the court must annul or reject the validity of such a deed

to uphold legal certainty. A valid notarial deed can only serve as strong evidence if the creation procedures, including reading and signing in the presence of a notary, are properly followed. This situation undoubtedly disrupts legal certainty for parties who have conducted transactions in good faith and in accordance with applicable laws. Therefore, to uphold legal certainty and protect the rights of the parties, it is crucial for notaries to ensure that every deed they create complies with all legal requirements and prescribed procedures.

A notarial deed must be read and signed in the presence of the parties to ensure that its contents reflect their intentions. If this is not done, differences in interpretation or claims of disagreement may arise, undermining the principles of clarity and transparency. A deed created without proper procedural compliance loses legal certainty and fails to meet formal requirements, thereby weakening its status as strong evidence under Article 1870 of the Civil Code. In this case, the public and the concerned parties can no longer regard the deed as authentic and valid evidence, thereby reducing the legal certainty that a notary should provide to the involved parties. This raises doubts as to whether the deed truly reflects the mutual intentions of the parties or if there were elements of coercion, negligence, or lack of awareness by any party regarding the deed's contents.

A notary is obliged to ensure that the deed reflects the parties' intentions and is created in accordance with proper procedures. In accordance with Article 16 paragraph (1) of Law No. 2/2014, a notary must review the deed and ensure that the parties understand its contents as well as the legal consequences of the agreement.

A notary's obligation to read the deed aloud and ensure it is signed in their presence aims to provide legal certainty for all parties involved. If this procedure is not followed, the deed becomes invalid, risks triggering disputes, harms parties relying on the deed as valid evidence, and may create legal uncertainty for third parties. Legal certainty is only achieved when the deed is executed in accordance with proper procedures and complies with applicable laws and regulations.

As a public official entrusted with ensuring the validity of legal transactions, a notary must take full responsibility for the deed-making process. Any negligence in fulfilling this duty has the potential to undermine legal integrity and diminish public trust in the existing legal system.

A notary deed provides legal certainty only if it is executed according to formal procedures, including being read aloud and signed in the notary's presence. Reading the deed ensures that all parties understand its content and legal consequences, confirms their mutual consent, and prevents differing interpretations that could lead to disputes. If this procedure is not followed, the deed becomes formally defective, creates legal uncertainty, and undermines the principles of clarity and transparency. This obligation also reflects the notary's professional responsibility to exercise due diligence and safeguard the parties' rights in accordance with the Notary Law (UUJN).

This duty serves as a key instrument to provide legal certainty for all involved parties. If a notary fails to properly fulfill this obligation, the legal certainty entrusted to the notary is compromised, and the deed may lose the legal force it should inherently possess. If a notarial deed does not comply with the prescribed procedures, it loses its legal force as an authentic evidentiary instrument. According to Article 1870 of the Civil Code (KUHPerdata), only authentic deeds prepared by an authorized official have full evidentiary power. However, a deed that is not read aloud or signed in the presence of a notary is considered formally defective and loses its status as a fully authentic evidentiary instrument, making it unsuitable as the primary reference in disputes and potentially giving rise to broader conflicts.

A notarial deed that is neither read aloud nor signed in the presence of a notary is vulnerable to losing its status as an authentic evidentiary instrument, potentially causing disputes and harming the parties involved as well as third parties, particularly in property transactions. Noncompliance with this procedure also undermines public trust in the notarial profession and the legal system. To ensure legal certainty, every deed must be executed in full accordance with formal procedures, including reading and signing in the presence of the notary, and strictly supervised to maintain legal integrity and public confidence.

CONCLUSIONS AND RECOMMENDATIONS

A notarial deed that is created without being read aloud and signed in the presence of a notary loses its evidentiary power as an authentic deed and only holds the status of a private deed. This contravenes the provisions of Article 16 paragraph (1) letter m and paragraph (9) of Law No. 2 of 2014 concerning the Position of Notaries, thus creating legal uncertainty for the parties involved. The parties have the right to pursue legal remedies, either through a lawsuit for the annulment of the deed in court or through administrative objections to the Notary Supervisory Council, to ensure their rights are protected and that a formally defective deed is not used as a legal basis.

Therefore, legal certainty can be achieved if a notarial deed is executed in full compliance with the formal procedures established by law, including the reading of the deed by the notary in the presence of the parties and the signing of the deed directly before the notary. This procedure is essential to ensure that the deed reflects the agreement and intentions of the parties lawfully and can serve as strong evidence in court. Thus, proper procedural implementation not only preserves the validity of the deed but also strengthens the integrity of the notarial profession and public confidence in the legal system in Indonesia.

ADVANCED RESEARCH

This study is limited to the legal implications of notarial deeds made without proper reading and signing before a notary in Indonesia. Further research can explore comparative analysis with other jurisdictions, the impact on third-party rights, and the effectiveness of supervisory mechanisms in ensuring notarial compliance.

ACKNOWLEDGMENT

The author expresses sincere gratitude to colleagues and mentors who provided valuable suggestions and feedback throughout this research. Appreciation is also extended to any institutions or individuals who offered financial or logistical support in completing this study.

REFERENCES

- Ahmad Ali. (2017). *Hukum notaris di Indonesia*. Jakarta: Rajawali Pers.
- Ahmad Sofian. (2019). *Etika dan tanggung jawab profesi notaris*. Jakarta: Prenada Media.
- A.A. Marzuki. (2011). *Hukum acara perdata di Indonesia*. Jakarta: Kencana.
- Andi Hamzah. (2009). *Etika profesi hukum*. Jakarta: Ghalia Indonesia.
- Andi Saputra. (2021). *Hukum notariat dan prosedur pembuatan akta*. Jakarta: Rajawali Pers.
- Arief Hidayat. (2017). *Yurisprudensi Mahkamah Agung tentang hukum perdata*. Jakarta: Sinar Grafika.
- Budi Santoso. (2017). *Hukum acara notaris dan pembuktian akta*. Jakarta: Rajawali Pers.
- C.S.T. Kansil & Christine S.T. Kansil. (2006). *Pokok-pokok etika profesi hukum*. Jakarta: PT. Pradnya Paramita.
- Gunawan Widjaja. (2011). *Etika profesi dan tanggung jawab jabatan notaris*. Jakarta: Forum Sahabat.
- Habib Adjie. (2008). *Hukum notaris Indonesia: Tafsir tematik terhadap UU No 30 Tahun 2004 Tentang Jabatan Notaris*. Surabaya: PT. Refika Aditama.
- Habib Adjie. (2017). *Hukum notaris Indonesia: Tafsir tematik terhadap Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris*. Jakarta: PT. Refika Aditama.
- Habib Adjie. (2009). *Sanksi perdata dan administratif terhadap notaris sebagai pejabat publik*. Jakarta: PT. Refika Aditama.
- Hans Jonas. (1984). *The imperative of responsibility: In search of an ethics for the technological age*. Chicago, IL: University of Chicago Press.
- Ira Koesoemawati & Yunirman Rijan. (2009). *Kenotarisan*. Jakarta: Raih Asa Sukses.

- Iwan Purwanto. (2021). Kepastian hukum bagi debitur kredit pemilikan rumah (KPR) yang menggunakan akta perjanjian pengikatan jual beli (PPJB). Tesis Magister Kenotariatan, Universitas Jayabaya, Jakarta.
- Jimly Asshiddiqie. (2006). Konstitusi dan pengadilan: Menegakkan konstitusi dalam kehidupan berbangsa dan bernegara. Jakarta: Konstitusi Press.
- Jan Michiel Otto. (2005). Recht, rechtstaat en rechtsstaat: Een multidimensionaal begrip in theorie en praktijk. Leiden, Belanda: Leiden University Press.
- Liliana Tedjosaputro. (1995). Etika profesi notaris dalam penegakan hukum pidana. Bandung: BIGRAF Publishing.
- Maria SW Sumardjono. (2001). Akta notaris sebagai alat bukti dalam proses peradilan perdata. Yogyakarta: Gadjah Mada University Press.
- Mertokusumo, S. (2005). Prinsip-prinsip hukum perdata. Jakarta: Gramedia Pustaka Utama.
- Mochamad Amin Summa. (2016). Hukum kenotariatan: Dalam teori dan praktik. Jakarta: Sinar Grafika.
- Muhammad Iqbal. (2020). Asas-asas hukum notaris dan pembuktiannya. Bandung: Penerbit Mandar Maju.
- Otto Hasibuan. (2007). Kapita selekta hukum. Jakarta: Djambatan.
- Putri Citra Dewi. (2023). Implementasi akta perjanjian pengikatan jual beli yang didasari kuasa mutlak. Tesis Magister Kenotariatan, Universitas Jayabaya, Jakarta.
- Rudi Salim. (2020). Prinsip kehati-hatian dalam praktik kenotariatan. Jakarta: Penerbit Citra Hukum.
- Rosellah Arvita. (2018). Kepastian hukum terhadap konsumen atas wanprestasi dalam perjanjian pengikatan jual beli yang dilakukan pengembang rumah susun dikaitkan dengan Undang-Undang Nomor 8 Tahun 1999 Tentang Kepastian Konsumen. Tesis Magister Kenotariatan, Universitas Jayabaya, Jakarta.
- Salim HS. (2016). Perkembangan hukum kontrak di luar Kitab Undang-Undang Hukum Perdata. Jakarta: Sinar Grafika.
- Satrio. (1999). Hukum perikatan: Perikatan yang lahir dari perjanjian. Bandung: Citra Aditya Bakti.

- Siti Marwati. (2018). Prinsip kehati-hatian dalam notarisasi transaksi tanah. Bandung: Penerbit Alfabeta.
- Soeroso. (2011). Pengantar ilmu hukum. Jakarta: PT. Sinar Grafika.
- Sri Wahyuni. (2019). Hukum perdata dan pembuktian di pengadilan. Jakarta: Rajawali Pers.
- Sriyani Hartati. (2018). Kepastian hukum bagi calon pembeli satuan rumah susun atas penerapan perjanjian pengikatan jual beli (PPJB) terhadap pengembang yang pailit. Tesis Magister Kenotariatan, Universitas Jayabaya, Jakarta.
- Subekti. (2003). Hukum notaris Indonesia. Jakarta: Intermedia.
- Subekti. (2003). Hukum perjanjian. Jakarta: Citra Aditya Bakti.
- Suryadi. (2015). Hukum jabatan notaris dan akta otentik. Jakarta: Prenadamedia Group.
- Widya Wahyu Savitri. (2023). Kepastian hukum terhadap akta perjanjian pengikatan jual beli (PPJB) yang tidak memenuhi syarat materiil. Tesis Magister Kenotariatan, Universitas Jayabaya, Jakarta.