



The Deed of Heirs or Obtain rights within the Confidentiality of The Notary's Position

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ABSTRACT

A notary is a public official who has the authority to make authentic deeds and has other authorities as intended in Law no. 2 of 2014 concerning Amendments to Law no. 30 of 2004 concerning Notary Positions (UUJN) and based on other laws. The problem in this paper is how to provide documents by a notary to parties who have a direct interest in the deed, heirs or people who have the right to do so within the confidentiality limits of the notary's office. The notary's authority to provide documents as intended in article 54 UUJN is limited by the notary's obligation to keep it confidential as intended in article 16 paragraph (1) letter f, the exception is if there are statutory provisions that determine otherwise. The party with a direct interest in the deed, on the one hand, is the person who signs the deed in front of a notary or is a party to the deed, and on the other hand, this person is the person who has rights and obligations regarding what is regulated in the deed. Furthermore, those included in the heirs are the heirs of people or parties who have a direct interest in the deed. Meanwhile, a person who is categorized as a person who has rights is a person who has or obtains rights related to what is stated in the deed, although this person or party does not have to be the person who signed the deed.

INTRODUCTION

A notary is a public official who has the authority to make authentic deeds and has other authorities as intended in the Law on the Position of Notaries. The authority of a Notary to make Authentic deeds is generally regulated in article 15 paragraph (1) of Law number 2 of 2014 concerning Amendments to Law number 30 of 2004 concerning the Position of Notaries, hereinafter referred to as UUJN. Based on article 1870 of the Civil Code, hereinafter referred to and written as the Civil Code, an authentic deed provides perfect evidence for the parties, heirs and people who have rights regarding what is contained therein. Especially in the civil justice process, the evidentiary process plays an important role in determining formal truth as regulated in article 163 of the *Herzine Indische Reglement (H.I.R)*, article 283 of the *Reglement op de Burgelijke (R.B.G.)* and article 1865 of the Civil Code. According to the concept of civil law, the person carrying the obligation to prove is the party who argues that he has a right or to confirm his right or to dispute another person's right to demonstrate an event. The provisions mentioned above are in line with the principle of *actori incumbit probatio*, which means whoever sues is the one who is obliged to prove it. In Article 1866 of the Civil Code, it is stated that one of the means of evidence is written evidence. The most perfect written evidence is the Authentic Deed as intended in Article 1870 of the Civil Code. In the criminal justice process, one of the pieces of evidence is in the form of documentary evidence as regulated in article 184 paragraph (1) of the Criminal Procedure Code.

Notaries must comply with UUJN and other statutory regulations, both in the form of obligations and prohibitions. One of the obligations for a Notary is what is regulated in article 16 paragraph (1) letter f, which states that a notary is obliged to keep confidential everything regarding the Deed he or she makes and all information obtained to make the Deed in accordance with the oath/promise of office, except for the law, determine otherwise. The provisions mentioned above do not apply to people who have a direct interest in the Deed, heirs, or people who obtain rights to what is stated in the Deed.

The obligation to keep confidentiality in the UUJN can be exempted if there are provisions in the Legislative Regulations that provide otherwise as intended in article 16 paragraph (1) letter f and article 54 paragraph (1) UUJN.

An Authentic Deed is produced after the deed is read by the Notary to the presenters, witnesses and then signed by the presenters, witnesses and the Notary. After the deed is signed perfectly and executed in accordance with the form and procedures determined by law, the parties to the deed have the right to obtain a copy of the original deed that they have signed. The original deed that has been signed is called the minutes of the deed, where the minutes of the deed must be kept by the Notary as part of the Notary Protocol. The Notarial Deed received and held by the parties is in the form of a copy of the deed. A copy of the deed in the process of proving the Civil Procedure Law is perfect evidence. A copy of the deed as perfect evidence is given by the Notary to the party who signed the deed or the person/party in the deed. Providing a copy after signing the deed to the parties who signed the deed or parties to the deed is not a problem in the world of notarial practice.

Regarding documents that a Notary can only give, show or notify to people who have a direct interest in the deed, heirs or people who have acquired rights, regarding the contents of the Deed, Gross Deed, Copy of the Deed or Excerpt from the Deed as regulated in article 54 paragraph (1) UUJN in practice there is still a polemic, where what is regulated in article 54 UUJN there is no explanation regarding the three elements of the legal subject and when the document will be given by the notary to the legal subject in article 54 paragraph (1) UUJN. Article 54 UUJN does not explain whether the provision of the document in question is a gift for the first time or a gift requested after the gift has been made for the first time or whether the gift is related to what is regulated in Article 1889 of the Civil Code.

According to the author, article 54 UUJN is an article that regulates situations where requests from people who are directly interested in the deed, heirs and people who have rights are due to second and subsequent gifts and/or gifts based on article 1889 of the Civil Code.

LITERATURE REVIEW

The notary must not be mistaken and/or mistaken in issuing requests for legal subjects as intended by article 54 paragraph (1) UUJN, in terms of whether the notary has authority over the request or whether the request complies with what is regulated in article 54 UUJN, where a mistake in providing a request for a legal subject will have an impact on the notary, in the form of sanctions, on the other hand, if there are parties who feel they have the right to request the document, but the notary refuses, this will also result in sanctions including:

Administratively, Notaries can be subject to sanctions by the Notary Supervisory Council for violating article 54 paragraph (2) UUJN in conjunction with article 16 paragraph (11) UUJN which states that Notaries who violate the provisions as intended in paragraph (1) letters a to letter l can be subject to sanctions in the form of :

- a. written warning;
- b. temporary dismissal;
- c. honorable discharge; or
- d. dishonorable dismissal.

Parties who object to the disclosure of secrets, or the provision of information or the release of documents referred to in article 54 paragraph (1) can besides use article 54 paragraph (2), in conjunction with article 16 paragraph 11 UUJN, can also use the provisions regulated in Article 322 of the Criminal Code (KUHP) with a penalty of 9 months in prison and based on the Criminal Code (New) number 1 of 2023, regarding the crime of disclosing secrets as regulated in Article 443 paragraph (1) states that every person who discloses secrets which he is obliged to keep because of his position, profession, or duties assigned by a government agency, both current and former secrets, shall be punished with a maximum imprisonment of 1 (one) year or a maximum fine of category III.

The opportunity for what is stated above to happen is very possible because what is regulated in article 54 of the UUJN regarding legal subjects that can request documents from a notary is very biased and there is no further

explanation in the UUJN, so that in such a situation it is possible for the notary to take action or deed. erroneous and inappropriate actions which could result in the notary being subject to sanctions as mentioned above.

METHODOLOGY

This research adopts normative legal research methods, which focus on the analysis of legal regulations related to the problem being researched. With the nature of analytical descriptive research, the aim of the research is to provide a comprehensive and systematic description of the regulations applied in the context of the problems raised. The descriptive approach is aimed at comprehensively understanding the regulatory instruments related to the research issue.

The data analysis used in this research is qualitative, where the researcher does not carry out mathematical calculations but focuses on interpreting, understanding and exploring the legal norms contained in the regulations being analyzed. In the context of the problem formulation, this research focuses on the position of heirs' agreements in resolving inheritance distribution. Apart from that, the role of the notary in making inheritance deeds as a basis for registering the transfer of land rights and ownership rights to flats resulting from inheritance is also the focus of the analysis.

The qualitative approach used in this research allows for an in-depth exploration of the dynamics and role of legal regulations in the context of the transfer of rights to land and heritage property. It is hoped that the research results will provide a more comprehensive understanding of the dynamics of the relationship between heirs, their agreements, the role of notaries, and the registration mechanism for the transfer of land rights and ownership rights to apartment units.

RESEARCH RESULT AND DISCUSSION

The Law on the Position of Notaries (UUJN) on the one hand confirms that there is a provision that there is an obligation for notaries to maintain confidentiality as intended in article 16 paragraph 1 letter f and an obligation to keep confidentiality as intended in the Oath/Promise before carrying out the office unless the law determines otherwise as intended in article 66 UUJN, on the other hand there are special restrictions as regulated in article 54 paragraph (1) UUJN where there are three parties who are legal subjects specifically mentioned who can be given, shown or notified by the Notary regarding the contents of the Deed, Grosse Deed, Copy Deed or Deed Excerpt, namely to people who have a direct interest in the Deed, heirs or people who obtain rights, unless otherwise determined by statutory regulations. Based on the provisions of article 54 paragraph (1) UUJN there are three classifications of subjects of Persons Who Have a Direct Interest in the Deed.

Heirs

One of the elements that can be given, shown or notified by a notary is in the form of documents regarding the contents of the Deed, Grosse Deed, Copy of Deed or Quote of Deed according to article 54 paragraph (1) UUJN is a person who has a direct interest in the Deed. The UUJN does not explain in detail who

is meant by a person who has a direct interest in the deed, so there are different interpretations among notaries and among the public or legal practitioners who need the documents referred to in article 54 paragraph (1) UUJN. According to Habib Adjie and Rusdianto Sesung, the people who have a direct interest in the deed are of course those who appear before the notary and whose name is the person appearing on the deed. According to the author, this opinion is still limited and cannot represent all elements of the parties to the deed, because the parties to the deed can be those who act for themselves or act by proxy or act in a position or position. The concept of parties in these three capacities is the concept adopted in UUJN, as stated in article 52 paragraph (1). The party capacity as referred to in the UUJN is different from the party concept adopted in the Staatsblad. No. 3 of 1860, namely concerning Notary Position Regulations in Indonesia, hereinafter referred to as PJJN, which applied to Notaries in Indonesia before the enactment of Law no. 30 of 2004 concerning Notary Positions, where in article 20 PJJN states that parties to the deed can do so in their own presence (In Person) and parties through or through power of attorney (*door gemachtigde*). The concept in the UUJN above turns out to be in line with what is adopted in article 21 Notariswet Stb 1842, number 20 which applies in the Netherlands, where apart from being a party in his own capacity and as proxy he is also in hoedanigheid (in office or position). Understanding the capacity of the parties mentioned above is to find answers to who exactly the person or party has a direct interest in the deed.

To find an answer to who is meant by a person who has a direct interest in the deed in article 54 paragraph (1) UUJN, according to the author, it must be understood that this article is an article which regulates the giving of what is the object of this article, not a gift for the first time after the minutes of the deed are signed. by the parties and witnesses before a notary, however, article 54 paragraph (1) UUJN is the article that regulates the provision of documents by a notary to people who are directly interested in the deed because after the first gift has been given, in other words article 54 paragraph (1) UUJN is an article on the provision of documents by a notary at the request of a person directly interested in the deed in the form of a second and subsequent copies and/or provision based on article 1889 of the Civil Code. This opinion is based on the editorial in Article 54 (1) UUJN which states that a Notary can only "give, show or inform the contents of the Deed, Gross Deed, Copy of the Deed or Excerpt of the Deed, to people who have a direct interest in the Deed, heirs or the person who obtains the rights, unless otherwise determined by statutory regulations. Providing a document for the first time, namely after signing the deed before a notary by the parties, either for themselves or in the case of exercising power or position or based on position, is not a problem because the party at the time the deed was made was actually present and saw and knew its contents, and if the party who represented in a deed either based on power or position or based on position because the deed is actually made based on the will of the person giving power of attorney or for the benefit of the person represented because of the position or position in question. Therefore, providing documents in article 54 paragraph (1) UUJN after the deed is signed or given for the first time is not a debate because

they already know when the deed will be made or at the time the deed is made, and it is the person they are representing who wants the deed to be made.

Article 54 paragraph (1) UUJN does not make redactions to "the party who signed the deed" or "the parties to the deed". If the editorial is like that then anyone who signs the deed or anyone who is a party to the notarial deed either for themselves or as a proxy or in a position or position then they have the right to obtain the document referred to in article 54 paragraph (1) UUJN. However, the editorial in article 54 paragraph (1) UUJN firmly states that to people who have a direct interest in the deed, of course people who have no direct interest in the deed cannot obtain the document referred to in article 54 paragraph (1) UUJN. Based on this, it is clear that the provision of documents referred to in article 54 (1) UUJN is the provision of documents for the second time or based on article 1889 of the Civil Code.

Furthermore, it can be explained that the parties in the deed who are present in person are interested parties who are present and acting for themselves, meaning they are not in an official position. Meanwhile, the party in the deed through or through a power of attorney, the person representing or gemachtigde is the partij party in the position of power of attorney in hoedanigheid while the person represented is the party or partij through or with the power of attorney or door gemachtigde). A person's legal actions can be represented through power of attorney as regulated in article 1792 of the Civil Code, either written or verbal power of attorney as intended in article 1793 of the Civil Code. Meanwhile, a party in office or position is when a person states that he is acting in the deed in question not for himself but for another person/party, not to defend his own interests but the interests of another person/party.

The issue of who is the person who has a direct interest in the deed who is entitled to obtain the document referred to in article 54 UUJN was decided by Hoge Raad, on June 20 1913 (W.P.N.R. 2278. NJ.), where according to Hoge Raad the people who are directly interested are not those who own it. interest in the deed, but those who have rights to the deed mean those who have a legal relationship to the deed which originates from the assignment given to the notary to make the deed. The provisions of article 54 paragraph (1) UUJN are in line with what is regulated in article 854 of the Civil Procedure Regulations.

People who are not parties to the deed can also view and obtain a copy because they feel they have an interest in the deed, they can proceed through a judge's decision as intended in article 848 of the Civil Procedure Regulations. The arrest from Hoge Raad concerned a case where the directors of a limited liability company assigned a Notary to make minutes of everything discussed and decided at a shareholder meeting.

Article 1870 of the Civil Code states that an authentic deed provides perfect proof of what is contained therein for interested parties and their heirs or for people who have rights. From the description of Article 1870 of the Civil Code, the deed is made solely as evidence for interested parties, heirs and people who have acquired rights. Similar provisions are also regulated in articles 285 RBG and 165 HIR. Based on article 1870 of the Civil Code, and article 285 RBG and article 165 HIR, the purpose of making an authentic deed by the parties is to

provide perfect evidence for the parties, heirs or for the person who has acquired the rights. Based on these articles, there are three sets of words which are legal subjects which can be interpreted as meaning that the person entitled is part of the heirs or is not part of the heirs whose names are in the deed and has rights to the objects regulated in the deed. Meanwhile, the word heir in article 54 paragraph (1) UUJN is the heir of a person who has a direct interest in the deed. Meanwhile, the person who has a direct interest in the deed is the person or party who signs the deed for themselves, or the person/party who requests that the deed be made to a Notary or the person/party who obtains the rights from what is stated in the deed. Based on the description above, it is clear that the legal subjects referred to in article 54 paragraph (1) UUJN are a series that are related to each other.

The regulateion in Article 1870 of the Civil Code, in conjunction with Article 285 RBG, in conjunction with Article 165 HIR and Article 1875 of the Civil Code, the authentic deed or document signed by the parties includes:

- a) will be used as evidence;
- b) The legal subjects/parties in question are interested parties and their heirs or people who have rights.

Interested party means that apart from the person who signed the deed, either for themselves or for the benefit of the person who signed the deed. If in a deed A acts under power of attorney for and on behalf of B, then the parties interested in the deed are A and B (article 1870 of the Civil Code). According to the author, A does have an interest in the Deed, because A is a party to the deed, but A is not a person who has a direct interest in the Deed, because A has no rights and obligations in the deed. This means that those who have a direct interest in the deed are the person or party who has the rights and obligations in the deed. This view is in line with Hoge Raad, in his Arrest of 20 June 1913 (W.P.N.R. 2278. NJ.) mentioned above. Furthermore, if someone acts for and on behalf of a limited liability company, the party/person with a direct interest in the deed is the limited liability company.

The party who signs the deed for himself is of course the party who has a direct interest in the deed. The party who acts for and on behalf of another person or party who represents the other person or party is not related to the rights and obligations in the deed, but rather the party has an interest, namely in the truth of the person concerned signing the deed, so that if there is a question about the truth regarding the existence of the deed then He, as the party who has represented, must explain the truth of the existence of the deed and the truth regarding the material substance of the deed. On this basis, he is a party who has an interest in the deed, but is not a person who has a direct interest in the deed. The fact that the person concerned is a party with an interest in the deed in a limited liability company can be represented by the Board of Directors to obtain the documents referred to in article 54 UUJN. In this case, the directors are not for themselves but for and on behalf of the company. The provisions of article 54 UUJN, when viewed from the interests of the parties, aim to provide evidence for parties who have a direct interest in the deed, heirs or people who are entitled

to it. Therefore, if a person or party acts for and on behalf of a person or entity or in a capacity, then that party is the person or party who has an interest in the deed. However, it is not the person who has a direct interest in the deed.

In the author's view, the person who has a direct interest in the deed is the person/party who has rights and obligations to what is regulated in the deed or who has the right to the object of the deed. In this case, this means the person/party is the one who has a legal relationship with the deed which originates from it. from the assignment given by the person/party to the notary to make the deed. Furthermore, as referred to in the explanation above, article 54 paragraph (1) UUJN is an article that regulates the provision of documents after giving them for the first time or giving documents for the second or subsequent times, so giving documents for the first time or giving documents after signing the deed does not fall within the scope of the article. 54 paragraph (1) UUJN where the provision of documents for the first time is based on law, it is not questioned whether the person/party signing the deed is for themselves or in a position or position entitled to receive the document in question, because the person or party has an interest in the deed, but not has a direct interest in the deed as intended in article 54 (1) UUJN.

The redactions regulated in article 54 paragraph (1) UUJN are solely to emphasize that the documents referred to in article 54 paragraph (1) UUJN are documents that need to be safeguarded, protected and must be kept confidential by the Notary, where errors occur when showing and providing documents to an inappropriate party is deemed to have disclosed the secret and can be categorized as having committed an offense as regulated in article 54 paragraph (2) UUJN in conjunction with article 322 paragraph (1) of the Criminal Code (KUHP) which states "anyone who intentionally discloses secrets which he is obliged to keep because of his current or previous position or employment are punishable by a maximum imprisonment of nine months or a maximum fine of nine thousand rupiah and based on Law no. 1 of 2023, regarding the crime of disclosing secrets as regulated in Article 443 (1) states that every person who discloses secrets that they are obliged to keep because of their position, profession or duties assigned by a government agency, both current and former secrets, will be punished with imprisonment for a maximum of 1 (one) year or a maximum fine of category III.

The emphasis on people who have a direct interest in the deed means that people or parties who do not have a direct interest in the deed, that is, outside those described above, are closed to them from obtaining the documents referred to in article 54 paragraph (1) UUJN, all with restrictions except the law. Other determining laws include those regulated in:

1. Article 66 UUJN if the notary has received approval from the Notary Honorary Council.
2. Article 35 and article 36 of Law no. 31 of 1999 concerning Corruption Crimes was last amended by Law no. 20 of 2001.
3. Article 35 of Law No. 6 of 1983, amended by Law No. 16 of 2009 concerning Taxation.
4. Article 45 Law no. 8 of 2010 concerning the Crime of Money Laundering.

5. Article 43 of the Criminal Procedure Code.

The meaning of "person who has a direct interest in the deed" becomes important. According to Hoge Raad in his Arrest dated 20 June 1913, what is meant by people who are directly interested are not those who have an interest in the deed but those who have rights to the deed, meaning those who have a legal relationship to the deed which originates from the assignment given to the Notary to make the deed. People who are not parties to the deed can also view and obtain a copy because they feel they have an interest in the deed, they can take it through a judge's decision as in article 848 of the Civil Procedure Regulations (S. 1847-52 jo 1849-63).

The second element shows that the purpose of obtaining the documents referred to in article 54 paragraph (1) UUJN is the heir. Heirs here mean heirs of people who have a direct interest in the deed. To determine who is the heir of a person who has a direct interest in the deed, a Notary and interested parties must first understand and confirm whether someone is truly an heir of a party who has a direct interest in the deed. Inheritance law in Indonesia is still pluralistic, based on the Civil Code, Islamic law and customary law. Inheritance law according to the Civil Code, in this case inheritance is divided into two types, namely according to the law which is called inheritance ab-intestato (without a will) and based on a will (testamentary).

Meanwhile, according to article 174 of the Compilation of Islamic Law, heirs are grouped according to blood relationship and according to marriage relationship. According to customary law, heirs are only those who are blood descendants. In Customary Law the wife is not the heir of her husband and vice versa. In Customary Law, the heirs are the heir's biological children, the heir's siblings and parents, the heir's nieces and nephews and the heir's grandparents.

Regarding who is the heir of the person directly interested in the deed, it must be proven by documents showing that the person concerned is the heir. As a reference for who is the heir in Indonesia, you can refer to article 111 of the Agrarian and Spatial Planning Ministerial Decree/Head of the National Land Agency No. 16 of 2021, where in paragraph (1) point c states that a letter of proof as an heir can be in the form of: wasiat dari pewaris;

1. court decision;
2. determination of the judge/head of the court;
3. heir statement letter made by the heirs witnessed by 2 witnesses and acknowledged by the head of the village/sub-district head and sub-district head where the testator lived at the time of death;
4. certificate of inheritance rights from a Notary who is domiciled at the place of residence of the testator at the time of death; or
5. certificate of inheritance from the Inheritance Hall.

The concept regulated in article 54 UUJN is in accordance with the concept regulated in Article 833 paragraph (1) of the Civil Code, and article 171 letter a of the Compilation of Islamic Law. In article 833 paragraph (1) of the Civil Code,

known as *saisine*, the heirs automatically acquire ownership rights to the goods, rights and claims of the deceased by law.

Saisine itself comes from the French "*Le mort saisit levif*" which means that the dead are considered to give their property rights to the living.. which states that all heirs automatically according to law obtain ownership rights to all goods, all rights and all receivables belonging to the deceased. The arrangements referred to in article 54 UUJN relate to the proof required by the heirs, where the rights and obligations that the heir has had since the testator's death become the rights and obligations of the heirs. Regarding what rights and obligations are reflected in the authentic deed, therefore it is clear that the heirs have the right to obtain the document in question, where on this basis the heirs are given the right by article 54 to obtain the document in question, where the authentic deed has binding force on Heir. The above concept is reinforced by M. Yahya Harahap, where it is stated that the binding force of an Authentic Deed is based on the heir's acquisition of rights and obligations in accordance with the general title, so that without the need for acquisition based on a particular title or any transaction, the authentic deed directly binds the heirs. so that its binding power is as broad in quality and intensity as that which is inherent in the heir.³¹

In many cases, the heir is of course not alone, but there are several heirs from the heir who is mentioned in the deed as a person or person who has a direct interest. For the heir who is only one person, the application submitted to the notary is not a problem where the heir who is only one person requests the notary concerned to obtain the document in question. The question that arises is what if there is more than one heir, are all the heirs allowed to request the documents referred to in article 54 UUJN? Is only one document given to all heirs who need the document? Can each heir request the document and the notary will provide it?. There is no regulation regarding such things, so there are different interpretations between one notary and another. Regarding these questions, if we refer to the purpose of making the Authentic Deed as perfect evidence for the person or party who signed the deed, for the heirs and for the person who has the rights as stated in Article 1870 of the Civil Code, then it can be said that everything that being an heir has rights to the document in question both collectively and individually because every heir of a person directly interested in the deed has rights and interests in what is the right and obligation to what is stated in the deed.

It cannot be denied that if the heirs will individually request the documents referred to in article 54 paragraph (1) UUJN, it will indeed be a bit of a hassle for the Notary in terms of issuing the documents referred to in article 54 UUJN, it would be better if the heirs collectively ask only just one document to the Notary that is valid for all heirs. An example is the deed of Relinquishment of Rights with Compensation, where the buyer is Mr. the object purchased by the heir was only one plot of land and the Notary only issued one copy to the buyer, namely Mr. A who had died. After Mr. A died, did all of the ten 10 heirs each request the Notary to be given a copy, If this is granted, there will be ten deeds of Relinquishment of Rights and Compensation for one land plot object. According to the author's view of this matter, one copy of the deed is sufficient

for the benefit of the ten heirs of Mr. A. This is different if in the deed of Sharing Joint Property, where all ten heirs receive an equal share of the inheritance object, then if one of the heirs asks for a second copy and so on for proof which will show that one of the heirs is the person who has the right to the object in the deed, then one of the heirs The person has the right to obtain the copy and the notary is obliged to provide it.

What is regulated in article 54 paragraph (1) UUJN is for authentic deeds as intended in article 1 point 7 UUJN whose authority to make them is confirmed in article 15 paragraph (1) UUJN. Apart from making authentic deeds, notaries also have other authorities, including those as intended in article 15 paragraph (2) letters a and b UUJN, namely relating to documents:

- a. validate the signature and determine the certainty of the date of the underwritten letter by registering it in a special book;
- b. record letters under hand by registering in a special book.

The two types of documents referred to in article 15 paragraph 2 are categorized as private deeds, because they were not made by or in the presence of a Notary. This is in line with what is regulated in article 1974 of the Civil Code and article 286 RBG jo. Article 1874 (a) of the Civil Code, where a private deed is a deed that is deliberately made for the parties' proof without the help of an official. UUJN's view regarding deeds in private deeds as intended in the explanation of article 15 paragraph (2) letter a is that they are letters or documents that must be made by the parties themselves.

Article 54 paragraph (1) UUJN relating to documents relating to authentic deeds does not mention private deeds. With the provisions regarding private deeds as intended in article 15 paragraph (2) of the UUJN not being regulated, especially the provisions of sub a and sub b, then what if the heirs need the documents as intended in article 15 paragraph 2 of the UUJN? Do the provisions of article 54 UUJN also apply to documents in article 15 paragraph 2 sub a and b UUJN? Regarding this matter, according to the author, when referring to Article 1875 of the Civil Code, even though it is included in the category of private deed, if the deed is acknowledged by the party who signed the deed, then the deed will be given to the party who signed the deed, the heirs or other people. who gets the right, perfect proof as an authentic deed. Therefore, in the relationship as evidence, the parties who signed the deed, the heirs and the people who are entitled to it can use article 54 paragraph (1) UUJN.

Person Who Obtains Rights

Notaries can provide documents as intended in article 54 paragraph (1) UUJN in addition to people who have a direct interest in the deed, to heirs or to people who have acquired rights. Who is meant by the person who obtains the rights in article 54 paragraph (1) UUJN? UUJN did not provide a more detailed explanation regarding this matter. The explanation of article 54 UUJN only explains "quite clearly". In general, people who have a direct interest in the deed and heirs are also part of the people who obtain rights to the rights obtained in question as mentioned in the deed. For example, if a buyer is named A from a plot of land, then A is one of the people who obtains the rights to the land object.

Likewise, if A dies, A's heirs will obtain rights to the land. In this event, A's heirs are entitled to a copy of the deed in which the land is the object of transfer of rights by inheritance.

In the author's view, of course, what is meant by a person acquiring rights in article 54 paragraph (1) UUJN, is not just those two legal subjects, but also people or parties other than those who are directly interested in the deed and the heirs are also outside these two legal subjects.

Referring to article 1870 and article 1875 of the Civil Code, article 165 HIR and article 285 RBG, the authentic deed provides perfect evidence to interested parties, heirs and people who obtain rights from them. This sentence of people who obtain rights from them shows that in an authentic deed, especially in relation to a legal act, where the legal act gives rise to rights and obligations, then every person who obtains rights from that legal act, of course has the right to obtain the document referred to in article 54 UUJN. Furthermore, if a legal act appoints a person, the person in the deed obtains rights, even though the person does not sign the deed, or the person is only represented by another person, the person represented by the other person obtains rights and is therefore entitled to the document in question. in article 54 paragraph (1) UUJN. For example, suppose that person A who obtains the right does not sign the relevant deed, but with the issuance of the deed, person A obtains the right and therefore person A has a legal relationship with the deed and therefore person A has the right to the document referred to in article 54 paragraph (1) UUJN. Based on article 1870 of the Civil Code, Article 165 HIR and article 285 RBG, person A is one of the people who has the right because person A is the person who received the right based on the deed. As a result, A is the one who is entitled to use Article 54 UUJN. As stated in article 54 paragraph (1) UUJN, another example is in the Deed of Will, where person A is designated as the heir by a will deed, where person A receives a portion of the assets inherited from person B. Person A never signed the Deed of Will, but nonetheless, person A is among those who receives the rights and because person A has the right to the document.

CONCLUSIONS AND RECOMMENDATIONS

From the description above it can be concluded that the provision of documents by a Notary as referred to in article 54 paragraph (1) UUJN is intended as a gift not for the first time but for the second and subsequent gifts in order to require the document as evidence for parties who have a direct interest in it. deed, heir or person who has the right as intended in article 1870, article 1875 of the Civil Code, article 165 HIR and article 285 RBG.

The person who has a direct interest in the deed is the person/party who has rights and obligations regarding what is regulated in the deed or who has the right to the object of the deed. In this case, this means the person/party is the person who has a legal relationship to the deed which originates from the assignment given by person/party to the Notary to make a deed. Meanwhile, the heirs referred to in 54 paragraph (1) UUJN are the heirs of people who have a direct interest in the deed. Then what is meant by a person who obtains rights in article 54 paragraph (1) UUJN is a person or party other than the person who has

a direct interest in the deed and the heirs are also outside the two legal subjects, namely the person or party whose name is mentioned in the deed, even if it is a person /or the party does not sign the deed, but in the deed the person or party gets the rights to what is regulated in the object of the deed. What is regulated in article 54 paragraph (1) UUJN, especially the three legal subjects, namely people with direct interests, is not clearly explained regarding its scope, so that in practice it often gives rise to debate among notaries and gives different interpretations. Since this article is an article which has the effect of sanctions if the Notary erroneously applies the article which could result in a civil lawsuit, and even criminal prosecution even administratively against the Notary, it is very necessary to amend the UUJN or further explanation in the form of a Government Regulation or at least with Regulation of the Minister of Law and Human Rights, which can provide explanations regarding the scope of the three elements of legal subjects as intended in article 54 paragraph (1) UUJN

ADVANCED RESEARCH

While writing this article, the researcher realized that there are still many flaws in language, writing, and presentation style, which is understandable given their own limited knowledge and experience. To guarantee the paper is perfect, the researcher therefore expects insightful criticism and suggestions from a variety of sources.

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