

THE VALIDITY OF THE NOTARY DEED TO REVIEW A TYPE OF ERROR USING A PEN ERASER

Yossi Islamiya Pratiwi, Hamzah Halim, Nurfaidah Said

Faculty of Law, Hasanuddin University, Makassar, Indonesia
yossi.islamiya@gmail.com, hamzah.halim@gmail.com, nurfaidah.said@gmail.com

Received 28 September 2022 • Revised 15 October 2022 • Accepted 28 November 2022

Abstract

The authority of a notary is governed by the Notary Position Act in article 15 paragraph (1). In terms of erasing using a pen eraser, is not allowed and is not regulated in the Notary Position Act. However, if the minutes and copies of the deed remain the same, then the error in the deed is not a substantive error and there is no lawsuit against it. Therefore, the deed is still valid as an authentic deed. Regarding the legal consequences, whether a Notary deed is an authentic deed or not, will be decided by a judge in court.

Keywords: error types, notary deed, pen eraser

INTRODUCTION

Indonesia as a legal state based on Pancasila and the 1945 Constitution of the Republic of Indonesia guarantees certainty, order, and legal protection based on truth and justice. Authentic written evidence regarding legal conditions, events, or actions carried out through certain positions is needed. Public officials referred to here are officials with duties related to the public interest. A notary is a specific position where the notary is a public official, appointed and dismissed by a general authority, in this case, the Minister of Law and Human Rights. The notary is an office of trust. It implies that she or he can be trusted because she or he carries out their duties.¹

The position of a notary is an institution created by the state, a field of work or a task deliberately created by the rule of law for particular purposes and functions (certain authorities) and is sustainable as a permanent work environment.² In addition, the position of a Notary is held, or its presence is required by the rule of law to assist and serve the public who need authentic written evidence regarding the circumstances of legal events or actions.³

The authority of a Notary, as stated in Article 15 paragraph (1) of the Law on Notary Positions (UUJN), is to do a deed. A deed is written to be used as evidence of an event and signed. Thus, the essential elements for a deed are the intention to create written evidence and the signature of the written document.⁴ Article 1 paragraph (7) of the UUJN states that the definition of a notary deed is an authentic deed made by or before a notary according to the form and procedure stipulated in this law. Based on this understanding, it can be concluded that the classification of authentic deeds is authentic deeds made by public officials and authentic deeds made before public officials.

The deed made by a Notary in notarial practice is called a *relaas* deed or a deed of minutes which contains a description of the notary that is seen and witnessed by the notary himself at the request of the parties so that the actions or actions of the parties are carried out and poured into the Notary deed.⁵ While the deed made before a Notary is called a party deed which contains a description or information, statements of the parties given or told before a Notary. And the parties wish that the description or information is poured into the form of a notarial deed.⁶

The problem of typos is a problem that is often faced by Notaries, especially in the making of a Notary deed. This is because it is not uncommon for a Notary to make his own changes to the deed he made without the consent of both parties so that in this case it can cause problems in the future, which results in allegations to lawsuits on the basis of committing acts of unlawful acts, which results in the notary being subject to civil sanctions. as well as administration. Therefore, the legal issue that will be described in this paper is the validity of the notary deed in which the minutes of the deed contained a typo in the request using a pen eraser.

METHOD

This type of research is empirical legal research.⁷ Data are qualified as primary and secondary data. The primary data was obtained through interviews and the secondary data was obtained through a literature study. They were then processed using qualitative analysis.

DISCUSSION

Notaries are required to be able to string words into a series of sentences that have legal value in accordance with the wishes or requests of the parties. Without the wishes or requests of the parties, the notary will not make any deed. Everything listed, written in the deed typed by the notary is the desire or request of the parties themselves.⁸ However, in the daily practice of notarial law, a Notary may make mistakes in typing the notary's deed and doing the deeds he made. The typo may be an error made in negligence and carelessness by the notary. So that the clause or content of the deed written in the notary deed is not in accordance with what the parties want to put in the deed. Public officials in this case Notaries must as far as possibly carry out their duties properly, namely:⁹

¹ Habib Adjie, *Merajut Pemikiran dalam Dunia Notaris & PPAT*, (Bandung: Citra Aditya Bakti, 2014), p. 12.

² Bagir Manan, *Hukum Positif Indonesia*, (Yogyakarta: UII Press, 2004), p. 15.

³ Habib Adjie, *Sanksi Perdata dan Administrasi terhadap Notaris sebagai Pejabat Publik*, (Bandung: Refika Aditama, 2009), p. 32.

⁴ H.R Daeng Naja, *Teknik Pembuatan Akta*, (Yogyakarta: Pustaka Yustisia, 2012), p. 10.

⁵ G.H.S Lumbun Tobing, *Peraturan Jabatan Notaris*, (Jakarta: Erlangga, 1983), p. 151

⁶ H.R. Daeng Naja, *Op.Cit.* p. 16

⁷ Kadarudin, *Penelitian di Bidang Ilmu Hukum (Sebuah Pemahaman Awal)*, Formaci Press, Semarang, 2021, p. 171

⁸ Habib Adjie, *Loc.Cit.*

⁹ Abdul Ghofur Anshori, *Lembaga Kenotariatan Indonesia, Perspektif Hukum dan Etika*, Yogyakarta: (UII Press, 2010), p. 41

1. Notaries are required to make a deed properly and correctly in accordance with general provisions. It means that the deed fulfills the legal will and the request of the interested parties.
2. The act of the Notary deed has perfect evidentiary power.

Assessing a notary deed can be seen from 3 (three) aspects, namely external, material and formal, as followings:¹⁰

1. The Power of Outward Evidence (*Uitwendige Bewijskracht*)
It is meant by the ability of the deed itself to prove as an authentic deed. An authentic deed proves its own validity or as it is commonly called in Latin "Acta Publica probant sese ipsa". If a deed appears to be an authentic deed, meaning that it signifies itself from the outside, from its words as coming from a public official, then the deed is deemed to be an authentic deed for everyone, until it can be proven that the deed is inauthentic.
2. The Power of Formal Evidence (*Formele Bewijskracht*)
It means that the truth of the things described by the official in the deed is in accordance with what he has done and witnessed in carrying out his position. Thus, the truth or certainty of the date of the deed, the truth of the signatures contained in the deed, the identity of the people presents (*comparaten*), and the place where the deed was done. As far as the *relaas* deed or official deed (*ombtelijke akte*), the deed proves the truth of what is witnessed, namely what is seen, heard and also carried out by the notary as a public official in carrying out his office. As far as the party deed is concerned, the deed proves that the parties have explained as described in the deed, but the truth of the statements themselves is only certain between the parties themselves.
3. The Power of material evidence (*materialele bewijskracht*)
The strength of the material verification is meant that the contents of the deed are considered to be correct for everyone who orders the making or making of the deed as evidence against him. Thus, the contents of the notary deed have certainty as true and become valid evidence for or between the parties, the heirs, and the recipients of their rights.

According to article 38 paragraph (1) of the UUJN, each Notary deed consists of:

- a. The beginning of the deed or the head of the deed;
- b. Deed body, and
- c. Ending or closing of the deed.

In addition, Article 38 paragraph (3) UUJN states that the contents of the deed are part of the deed body which contains:

- a. full name, place, and date of birth, nationality, occupation, position, position, residence of the parties and/or the person they represent;
- b. information regarding the position of acting against;
- c. the contents of the deed, which is the will and desire of the interested party; and
- d. full name, place, and date of birth, as well as occupation, position, and residence of each identifying witness.

Regarding the contents of the deed, it is related to the prohibitions contained in Article 48 of the UUJN, namely:

- (1) The contents of the deed are prohibited from being changed by:
 - a. replaced;
 - b. plus;
 - c. crossed out;
 - d. pasted;
 - e. deleted; and/or
 - f. written overlap.
- (2) Changes in the contents of the deed, as referred to in paragraph (1) letter a, letter b, letter c, and letter d can be valid if the change is initialed or given another sign of ratification by the parties, witnesses, and notaries.
- (3) Violation of the provisions as referred to in paragraphs (1) and (2) results in a Deed only having the power of proof as an underhand deed and can be a reason for the party

¹⁰ Habib Adjie dan Rusdianto Sesung, *Tafsir Penjelasan dan Komentar atas Undang-Undang Jabatan Notaris*, (Bandung: PT Refika Aditama, 2020), p. 45

suffering the loss to demand reimbursement of costs, compensation, and interest to Notary Public.

Not infrequently in the practice of a notary, a copy or quote of a deed that has been given or brought by the parties turns out to be a typo, for example, a lack or excess of letters or an error in the placement of letters in a word, for example, it should be written that the *Camat* (the head of sub-district) turns out to be *Camat* which is, of course, different in meaning in the deed as a whole.

In the pre-study, there was a typo in the minutes of the notary deed whose repair procedure was carried out using a pen eraser or in other words, a rubber eraser, which was then overwritten using printer ink. The texture on the paper is rough as a result of using a pen eraser, then when the copy comes out, the copy is clean, meaning that in this case there are no traces of the pen eraser and the contents of the copy remain the same as the minutes of the deed.

In this case, the thing that was deleted using a pen eraser was the comparative part, namely the identity of the party's name, for example, in the written deed, the name of the parties, Mr. Sujito, turned out to be Mr. Sojito after checking again. Therefore, the word sujito was previously erased using a pen eraser and overwritten using a printer to become Mojito. For this deed, the contents of the minutes and the copy of the deed remain the same.

If it is seen in Article 48 of the UUJN in terms of changes in the contents of the wrong deed, when the notary reads the deed later, it is found that there are errors or multiple interpretations of the contents of the contents of the deed, either at the beginning or at the end of the deed, namely:¹¹

1. Immediately make changes to the draft deed by reprinting it if the parties are still before the notary.
2. If the parties are not in the presence of the notary, the notary must contact the parties to come and sign the revised deed again, and the amendment is considered valid if the parties put their initials on the deed or other language requested.

Agree with the above, Notary XGA said that if there was a typo and the parties were still before the notary, if the parties were not in a hurry, the parties would wait for the deed to be corrected, in which case a new deed would be made or reprinted. but if the parties appear in a hurry, the deed is immediately contacted and then initialed directly by the parties. And if the parties are no longer in the presence of the notary, the notary will immediately contact the relevant parties again to appear before the notary. What was conveyed by the XGA Notary was also in line with the XEA Notary, saying that if there was a typo and the parties were still in the presence of the notary, the deed was immediately reviewed and initialed by the parties, sanctions, and the notary. Notary CXX also said that as long as the typo was known to the parties it would not be a problem.

Another opinion was given by Notary XZL, regarding there was a typo in the minutes of the notary deed whose repair procedure was carried out using a pen eraser or in other words a rubber eraser, Notary XZL said that the making of a Notary deed must be in accordance with the principle of dealing, the principle of reading and the principle of signing, renvoi is a correction by way of the left side of the deed, addition or closing of the deed initialed by the parties. Regarding the pen eraser, it is against the procedure for making a Notary deed which is an authentic deed. Because the UUJN already regulates what if something goes wrong, repairs and corrects it, so things like that are not the procedure.

Therefore, the use of the pen eraser is not allowed, even though there is no law that regulates it but it does not provide certainty while the deed must provide certainty, because the procedure for making it is regulated in the UUJN, if there is a renvoi, it must be initialed, replaced and added, it must be clear. words, the numbers must be counted.

Although there are things like pen erasers in a Notary deed, to determine whether or not the deed is valid as an authentic deed is the judge's decision, whether the notary is guilty of administrative error so that it can be punished by administration or compensation. If there is compensation, usually the deed will be degraded because in the law it has been regulated, so those who decide on compensation must pay such and such only through a lawsuit and a judge's decision. Because our country is a state of law, the legal process is resolved through the courts.

Not much different from Notary XZI, Notary ZMX said that the pen eraser was wrong because there was no regulation and it was not justified because if the sentence has been deleted, it is no longer an appointment. The name is renvoi, that is, what is crossed out must remain visible and can still be read, not erase the traces. However, if the typo is not something non-substantive, then it is not a problem, but if the error involves substantive matters such as values, numbers, or agreements, it will

¹¹ Muchammad Ali Marsuki, Tanggung Jawab Notaris Atas Kesalahan Ketik Pada Minuta Akta yang Sudah Keluar Salinan Akta, *Jurnal Komunikasi Hukum*, 2018, Vol 4, p. 10

be a problem.

According to Notary ZMX, article 48 paragraph (1) explains that erasing completely eliminates traces while overlapping it can still be read, but sometimes this way of overlapping is often done repeatedly until it can no longer be read. For example, such as the minutes of the deed that crossed out and then repainted and repeated until it is unreadable. In principle, there are weaknesses in the UUJN; there are no articles containing a criminal if there is an error against the notary, it is different in the notary's position Decree (PJN), which only has 68 articles but has 39 articles that contain criminals. The UUJN is also not very clear about what kind of compensation if there are parties who feel aggrieved.

Behind the not-so-clear and strict UUJN and the growth of increasingly sophisticated technology, whether we like it or not, like it or not, we should not be hostile to technology, but it is important to remember that rules should not be ignored. So, if there is an error, do it on the left of the space given not by eliminating it with a pen eraser because it deviates.

So, if it is disputed in the future regarding whether or not the deed becomes an authentic deed, it must go through a court decision. Talking about an authentic deed, it cannot be separated from Article 1868 of the Civil Code, "an authentic deed is a deed made in the form determined by law by or before a public official authorized for that at the place where the deed was made." Why is the deed authentic because it has 3 (three) proofs, namely formal, material and outward. if there is a deed under the hand that says it is invalid, then the one who states it must prove it again, in contrast to an authentic deed which itself has proven. The distinguishes between an authentic deed and an underhand deed is from formal, material and outward evidence.

According to the Notary XZN, there should be no more typos because the notary has read it first, when the notary reads the deed before the parties and there is an error, it will be immediately replaced in the presence of the parties. In theory, the deed must be read out first and if there is an error, an official report will be made that there is an error, then a mark will be given below it, but the contents will be based on the official report and then initialed at the place where you want to contact it, because it is feared that if it is immediately filled it will be different from the official report. from that must be made a report. For example, when making a contract at a bank, there is a typo, a report will be made and signed by the parties and then attached to the deed, so if one day someone demands, the minutes will be one of the proofs.

Notary XZN also said that when the contract was in the bank, the deed had many mistakes which caused the contract to be postponed and the contract would be re-done at the notary's office, but previously the notary had asked which one was wrong and wanted to change the old deed. Therefore, after the contract is postponed and carried out again at the notary's office, then make a new deed based on the old deed which the parties have crossed out in the wrong part. However, if the contract is made at the notary's office and then there is a typo, then the deed is immediately referred.

Another opinion was given regarding a typo in the minutes of the notary deed whose repair procedure was carried out using a pen eraser or in other words a rubber eraser, Notary OXX said that it was still legal because sometimes employees also did that because it was rather difficult to find the parties. So as long as it can still be read and erased neatly, just delete it and then overwrite it and it doesn't affect the legal force of the deed. However, they still do not agree with the existence of a pen eraser so that the staff can be more thorough.

In this case, if there is an error and none of the parties demand that the document be corrected as long as it is only something that is not substantive, such as identity. In cases where losses have also been experienced in the sale and purchase agreement, the parties deny that they have ever signed, therefore it should be avoided, but it is undeniable nowadays that signatures are sometimes done outside the office, so it is very necessary at the time of signing to capture photos of the parties and keep them archived.

Regarding whether or not the deed becomes an authentic deed as long as there is no one to sue and the judge's decision, the deed remains an authentic deed. As long as the procedure operating standard of the notary has been fulfilled, then it has been poured into the minutes of the deed and has been typed according to the request of the parties then it doesn't matter, it's only a matter of technique, but we also can't rule out technique because it will definitely be dangerous if the notary continues then this is not good.

From the various opinions of the notary as discussed, it can be concluded that a typo in the minutes of the Notary deed whose repair procedure is carried out using a pen eraser or rubber eraser is not justified and should not be done because it is not regulated in the UUJN. The notary will immediately correct if there is a typo in the notary's deed by asking for the left side of the deed and giving initials to the parties. However, if this happens, what must be considered is whether the typo is in the form of non-substantive matters such as fewer or more letters in the identity, or substantive matters

such as value, money, or agreement. Regarding whether or not the deed becomes an authentic deed as long as there is no one to sue and the judge's decision, the deed remains an authentic deed.

Article 48 paragraph (1) of the UUJN is imperatively clear, firm, and straightforward, prohibiting changes to the contents of the deed, even though the construction of the formality of the notary deed is in addition to the body which contains the contents of the deed, there is also the beginning and end of the deed. That the beginning and end of the deed are the full responsibility of the notary. Therefore, the contents of the notary deed are prohibited from making mistakes, even though according to Article 48 paragraph (2) of the UUJN there are exceptions for changes which include:

- a. replaced;
- b. plus;
- c. crossed out;
- d. pasted.
- e. deleted and/or
- f. written overlap

It can be carried out and valid if the change is initialed or marked with other endorsements by the parties, witnesses and notaries, however for letters e and f, it is still prohibited to do so. Violations of the article, namely making changes in the form of substitutions, additions, deletions and insertions are not initialed or given other signs of fault by the parties, witnesses and notaries, as well as deleting, written overlapping, according to Article 48 paragraph (3) UUJN there will be sanctions against the deed and the notary, namely:

1. The deed only has the power of proof as a private deed, and
2. A notary can be a reason for the party who suffers a loss to demand reimbursement of costs, compensation and interest.

The provisions of Article 48 paragraphs (1) and (2) of the UUJN actually do not prohibit (exclude) changing the contents of the deed as specified above, but in the practice of a Notary that errors, for example, typos in the form of missing letters or missing words or misspellings of names, can also be occurs at the beginning and end of the deed. In this case, does Article 28 paragraphs (1) and (2) of the UUJN prohibit changes in the form of:

- a. replaced;
- b. Plus;
- c. crossed out;
- d. deleted, and/or
- e. written overlap.

Normatively, the prohibition is only specifically for the contents of the deed, although it is actually allowed for certain changes, not to be deleted and/or written overlapping, and for such changes to be made and valid if the changes are initialed or given another sign of approval by the parties, witnesses and notaries. as well as sanctions for violating the provisions of the article.

As a comparison, Article 38 paragraphs (1) and (2) of the UUJN have also been regulated in Article 33 of the Notary Position Regulations, namely "It is not allowed to write on it, inserts or additional words or letters in the deed or in amendments and additions made on the side or before the closing of the deed or in any way delete or eliminate it and replace it with another writing, provided that the replacement and addition words and letters are invalid.

Article 33 of the PJN may make changes to the deed, but it does not mention certain parts, this is understandable because in the PJN it is not confirmed that there are certain parts in the deed. The division begins in Article 38 of the UUJN and changes can only be made to the contents of the deed as stated in Article 48 paragraph (1) of the UUJN. In fact, not a few notaries make changes at the beginning and end of the deed even though at that time there were sanctions for notaries who violated it based on article 84 of the UUJN and the sanctions provisions in article 84 of the UUJN have been revoked. Articles 49 and 50 of the UUJN are technical rules for making changes if there is an error in the contents of the deed as stated in Article 48 of the UUJN.¹²

¹² Article 49 UUJN stipulates:

- (1) Any changes to the deed as referred to in Article 48 paragraph (2) are made on the left side of the deed.
- (2) In the event that an amendment cannot be made on the left side of the deed, the change shall be made at the end of the deed, before the conclusion of the deed, by pointing to the part that was changed or by inserting an additional sheet.
- (3) Changes made without pointing out the modified part will result in the change being canceled.

The changes as referred to in Article 48 of the UUJN constitute a renvoi. The changes related to notary deeds, in the daily practice of notaries and in the legal literature are called renvoi. Renvoi is only for changes made to the deed, this provision asks the notary not to make mistakes in making the beginning and end of the deed, except for the contents of the deed because if an error occurs, it can be changed.¹³ However, judging from what has been regulated in the Law on Notary Positions, Article 48 of the UUJN is not given a clearer definition or explanation of what is meant by a typo, the absence of such limitation or explanation can eventually lead to various interpretations, including errors. Type what can be corrected and can't be done.

Notaries are said to be public officials because they have the task of carrying out part of the state's power in the field of private law, which is more specific to making authentic deeds. In making a party deed or *relaas* deed, the notary must be responsible for the deed he made that has perfect proof, or in other words, there is no need for other proof because the deed is authentic, it is in accordance with Article 1868 of the Civil Code, explaining an authentic deed is a deed drawn up in the form determined by law by or before a public official authorized for that in which the deed was made.

Notaries must know and understand the regulations for both the notary and the interested parties to make a deed applicable in Indonesia, this is so that at the time of making the deed, the deed has definite and perfect legal force. However, in practice, of course, not everything goes according to the wishes because when the notary makes the deed, there is an omission.

The deed made by a notary is often called a notarial deed, which is used as written evidence and is said to be perfect if it is in accordance with applicable regulations. In the sense that the deed made does not deviate from the rules. As for the things that make the Notary deed imperfect if there is an intentional or unintentional error in the comparison, it is not repaired or has been corrected, but there are still errors. So, it can be said that the making of the deed is not in accordance with the UUJN. The deed can be said that the proof is no longer perfect and not authentic and, in the end, the deed is said to be perfect if the errors contained in the deed have been corrected in accordance with the wishes of the parties and the UUJN.¹⁴

In another case in the minutes of a Notary deed, there is a deed that has been renovated but the writing on the renvoi on the left side of the deed is erased using a pen eraser so that the renvoi on the left side of the deed is not visible but there are only traces of the deletion using a pen eraser and it is not known what sentence was previously written. In this case, previously the deed will be reviewed by being replaced and added, but in the end, the renvoi is carried out by deleting only, then the copy of the deed is clean or there are no traces of the pen eraser. In this case, the contents of the minutes and the copy of the deed remain the same.

Not much different from the first problem, this case again discusses the minutes of the notary's deed which contained a typo and was then referred to using a pen eraser or rubber eraser, but in the results of interviews that the author conducted there were several Notaries who did not know the function of the pen eraser or rubber eraser.

Typing errors in the notary's deed did not meet the requirements of the UUJN or the applicable

(4) Violation of the provisions as referred to in paragraphs (1) and (2) results in a Deed only having the power of proof as an underhand deed and may become a reason for the party suffering the loss to demand reimbursement of costs, compensation, and interest to Notary Public.

Article 50 UUJN stipulates:

- (1) If in the deed it is necessary to cross out words, letters, or numbers, the deletion is carried out in such a way that it can still be read as originally stated, and the number of crossed-out words, letters, or numbers is stated on the left side of the deed.
- (2) The deletion as referred to in paragraph (1) is declared valid after being initialed or given another sign of ratification by the parties, witnesses, and notaries.
- (3) In the event of other changes to the deletion as referred to in paragraph (2), the changes are made on the left side of the deed in accordance with the provisions as referred to in Article 49 paragraph (2).
- (4) At the conclusion of each deed it is stated whether or not there has been any change to the deletion.
- (5) In the event that the provisions as referred to in paragraph (1), paragraph (2), paragraph (3), and paragraph (4), as well as in Article 38 paragraph (4) letter d are not fulfilled, the deed only has the power of proof as a private deed and can be a reason for the party who suffers a loss to demand reimbursement of costs, compensation, and interest from a Notary.

¹³ Habib Adjie dan Rusdianto Sesung, *Op.Cit*, pp. 458-460

¹⁴ Made Ciria Angga Mahendra, Akibat Hukum Terhadap Kesalahan Ketik Pada Akta Yang Dibuat Notaris, *Jurnal Ilmiah Mahasiswa Universitas Udayana*, Vol. 4 No.2, Jurna Hukum Kenotariatan, 2019, p. 2.

legal rules in the law, based on Article 48 of the UUJN and 1869 of the Civil Code, this has an effect on the deed, one of which is the strength of the deed where the value of the strength of the deed becomes invalid. perfect, as stated in Article 48 paragraph (3), namely: "Violation of the provisions as referred to in paragraphs (1) and (2) results in a deed only having the power of proof as a private deed and can be a reason for the party suffering losses to demand reimbursement of costs, compensation, and interest from a Notary". So. it cannot be used as strong evidence in the process of resolving a dispute if one day there is a dispute between the parties or there is a lawsuit from another party.

According to Notary ZKX, the renvoi of a Notary deed is carried out based on UUJN, otherwise, the deed will lose its authenticity as stated in Article 1869 of the Civil Code, an authentic deed is a deed made in the form determined by the law. And the UUJN has regulated so that in the case mentioned above, the deed is relegated to a private deed and the strength of proof is the same as a private deed. Agreeing with Notary ZKX, Notary XJX also said that in this case, the deed only has the power of proof as an underhand deed and is not valid as an authentic deed and can be a problem because the authenticity of the deed is not fulfilled. But on the other hand, from the results of interviews conducted by other notaries, other notaries also argue that according to Notary ZIX, the notary will try to reduce the risk of errors in the deed, if it is a major writing error and many in the end the notary will choose to re-sign with the parties. party.

In the above case, basically, the deed can be a problem because the marks from the pen eraser are very visible and it will make the responsibility ambiguous because what was previously deleted is no longer visible. Regarding the consequences of the legality or illegitimacy of the deed, it can be seen from what is deleted, so if what is deleted is only the identity of the parties, there must be greater evidence of what kind, so that it will be synchronized with the actual identity, namely KTP, but if what is deleted there is no comparison, for example a clause, money, agreements or articles that is where the problem will exist and the deed is not valid.

Everything that is requested if there is no proof why the deed must be changed by interviewing and there is no actual evidence that the deed can be invalid and as long as the copy is issued in the same language as the renvoi, in this case, the copy is poured in accordance with the minutes, the deed is still valid, still valid.

In this case, the notary is flawed in the procedure operating standard, but if what is at issue is whether the deed is legal or not, it is different. Similarly, when a Notary makes a PT deed, the rules are that the notary must register 30 days after signing, and if it has not been registered, the deed is still valid but only administratively flawed, as long as the terms of the agreement are met as stated in Article 1320 of the Civil Code, the legal requirements are their agreement. that binds himself, the ability to make an engagement, a certain subject in this case an object, and a cause that is not forbidden in this case a lawful cause. The deed is still valid.

Notary ZIX's views are also in line with Notary XGA's also argues in this case that the contents of the minutes of the deed and its copy must remain the same because the copy what is stated in the request must match the copy, so in this case, the deed is still valid. Notary XAY also added that if the urgency that was deleted was the same as the one to be renovated, then there would be no problem with the deed. Agreeing with his colleague above, Notary XDX also mentioned that as long as the minutes and copies of the deed are the same, it doesn't matter, if the minutes and copies have different contents, it can still be a problem.

As regulated in Article 16 paragraph (1) letter d of the UUJN regulates "Issuing Grosse Deed, Copies of Deeds, or Deed Quotations based on Minutes of Deed." And according to Article 1 point 9 UUJN, "A copy of the deed is a word-for-word copy of the entire deed and at the bottom of the copy of the deed the phrase "is given as a copy of the same sound." In the sense that it is the obligation of the notary to issue a copy of the deed based on the minutes of the deed.

Based on these two provisions, it can be concluded that although in a signed deed there is a typo, the notary is obliged to issue a copy of the deed whose contents are exactly the same as the minutes. Thus, there is no need to dispute that the copy was issued before or after the typo has been corrected, because whenever the copy is issued, its contents must remain the same as the minutes of the deed. However, based on the foregoing, it can be seen that if one day the deed causes legal consequences in the future, if the notary is later sued by one of the parties who feel aggrieved, then the legal consequences will be decided by a judge in court. As Notary XAH said that the deed remains valid as long as there is no court decision stating that the deed is invalid.

The notary further agreed to disagree with the pen erasing method because it can make the deed dirty, when requesting a deed, it is necessary to know what words or sentences were wrong beforehand so that it does not prevent knowing the words. or the wrong sentence, the pen eraser is not in the notary deed, does not guarantee certainty and the deed can be changed at will.

In this case, the provision for erasing using a pen eraser may not be carried out and is not

regulated in the UUJN. However, if this happens, but the minutes and copies of the deed remain the same, the error in the deed is not a substantive error and there is no litigation. then the deed remains valid as an authentic deed. Regarding the position of the minutes of the deed, in this case, using the theory of legal certainty, the legal position of the minutes of the deed if there is a typo which is deleted using a pen eraser, there will be two legal positions, namely, it will be an authentic deed or a private deed. Regarding the legal consequences, whether or not a Notary deed is an authentic deed will be decided by a judge in court.

From the results of the interview with the notary, it also provides a solution, namely if there is an error in making the deed, if the deed is not worthy of being used as a minute, it is better to re-sign with the parties and as much as possible, the notary does not make renvoi and the notary must be more careful and more thorough because problems will not arise in front even though you have tried to a minimum.

CONCLUSION

The provisions for erasing using a pen eraser are not permitted and are not regulated in the Notary Position Act, but if the minutes and copies of the deed remain the same, the error in the deed is not a substantive error and there is no lawsuit against it, the deed is still valid as an authentic deed. Regarding the legal consequences, whether or not a Notary deed is an authentic deed will be decided by a judge in court.

REFERENCES

- Abdul Ghofur Anshori, *Lembaga Kenotariatan Indonesia, Perspektif Hukum dan Etika*, Yogyakarta: UII Press, 2010.
- Bagir Manan, *Hukum Positif Indonesia*, Yogyakarta: UII Press, 2004.
- G.H.S Lumbun Tobing, *Peraturan Jabatan Notaris*, Jakarta: Erlangga, 1983.
- H.R Daeng Naja, *Teknik Pembuatan Akta*, Yogyakarta: Pustaka Yustisia, 2012.
- Habib Adjie, *Sanksi Perdata dan Adminstrasi terhadap Notaris sebagai Pejabat Publik*, Bandung: Refika Aditama, 2009.
- Habib Adjie, *Merajut Pemikiran dalam Dunia Notaris & PPAT*, Bandung: Citra Aditya Bakti, 2014.
- Habib Adjie dan Rusdianto Sesung, *Tafsir Penjelasan dan Komentar atas Undang-Undang Jabatan Notaris*, Bandung: PT Refika Aditama, 2020.
- Kadarudin, *Penelitian di Bidang Ilmu Hukum (Sebuah Pemahaman Awal)*, Formaci Press, Semarang, 2021.
- Made Ciria Angga Mahendra, Akibat Hukum Terhadap Kesalahan Ketik Pada Akta Yang Dibuat Notaris, *Jurnal Ilmiah Mahasiswa Universitas Udayana*, Vol. 4 No.2, Jurna Hukum Kenotariatan, 2019.
- Muchammad Ali Marsuki, Tanggung Jawab Notaris Atas Kesalahan Ketik Pada Minuta Akta yang Sudah Keluar Salinan Akta, *Jurnal Komunikasi Hukum*, 2018, Vol 4.