

The distinction between substantive errors and administrative errors in authentic deeds executed before a notary

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Abstract

An authentic deed is considered perfect evidence under Article 1870 of the Civil Code (KUHPerdata). Notaries are authorized to draw up authentic deeds, as stipulated in Article 1 of the Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (UUJN). In reality, errors often occur in deeds, both substantial and administrative, while the UUJN does not explicitly regulate the classification and legal consequences of these errors. This regulatory gap creates legal uncertainty and multiple interpretations of judicial decisions, which risk reducing the evidentiary value of the deed. This study aims to analyze and explain the types of substantial and administrative errors in authentic deeds.

Keywords: Authentic deed, notary, substantial error, administrative error, legal certainty

Introduction

The Indonesian civil procedural law system places the evidentiary process as a central element in dispute resolution. Among various valid forms of evidence, authentic deeds hold the highest status because they provide formal, binding certainty regarding the legal events contained therein. This is explicitly stated in Article 1870 of the Civil Code (KUHPerdata). In the realm of evidentiary law, authentic deeds are often considered the "queen of evidence" due to their absolute evidentiary power (*volledig bewijskracht*), which is binding on judges unless proven otherwise by valid counter-evidence.^[1]

In this context, notaries play a strategic role as public officials authorized by law to create authentic deeds, particularly in the field of civil law.^[2] Article 1, number 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (UUJN) affirms that a notary is a public official authorized to draw up authentic deeds and has the power to perform other legal functions as stipulated in the law. Notaries are appointed by the government and work for the state to serve the public's needs, namely the need for authentic deeds.^[3]

The deeds drawn up by a notary public not only serve as evidence but also bind the parties, like a mini-statute that must be complied with, in accordance with the legal principles governing contracts.^[4]

In practice, notaries are often confronted with the fact that many authentic deeds contain errors or mistakes, both substantial and administrative. These errors, while sometimes seemingly trivial, can have serious implications for the validity of the contract and the evidentiary force of the deed itself, and contain deficiencies that have significant legal implications. According to Yahya Harahap's view, errors in authentic deeds can reduce their evidentiary power from perfect evidence to free evidence.^[5]

Theoretically, errors in authentic deeds can be classified into two categories: substantial errors and administrative errors. This division stems from a systematic interpretation of Article 1868 of the KUHPerdata and is reinforced in Article

38 of the UUJN, which stipulates the formal requirements for deeds, such as stating the place and time of drafting, the signatures of the parties, and complete identification. Substantial errors relate to essential elements of the deed, such as the identities of the parties, the object of the agreement, and the content of the legal will.^[6] These errors can impact the validity of the legal substance bound by the deed. In this case, failure to fulfill the essential elements of the deed or resulting in a defect in the will as stipulated in Article 1320 of the KUHPerdata concerning the requirements for a valid agreement can result in the deed being null and void or voidable.

Conversely, administrative errors are more technical or editorial in nature, such as typos in names, places of birth, or identification numbers. This error does not change the substance of the agreement, but it can give rise to multiple interpretations and doubts in the verification process, especially if it is not promptly clarified or corrected.^[7] Regarding these administrative errors, notaries are obligated to act carefully and meticulously, as implied by Article 16 (1) letter a of the UUJN, which requires notaries to act honestly, thoroughly, independently, impartially, and protect the interests of the parties involved. Furthermore, Article 48 of the UUJN provides a basis for notaries to correct deeds through a deed of correction or rectification, which implicitly acknowledges the existence of non-substantial errors that can be corrected without changing the essence of the deed.^[8]

In practice, these two types of errors are often difficult to distinguish easily. This problem stems from a legal vacuum, as the UUJN has not yet explicitly regulated the classification or legal consequences of errors in authentic deeds, both in substantive and administrative aspects.

This ambiguity has resulted in multiple interpretations of court decisions regarding deeds containing errors. In some decisions, certain editorial errors can be considered fatal errors that reduce the status of a deed from perfect evidence to underhand evidence, while in other cases, similar errors are considered tolerable.^[9] This reflects the existence of

legal uncertainty, which is not only detrimental to the parties but also has implications for the professional responsibility of notaries as public officials who are expected to guarantee orderly administration and legal certainty.

Based on all the background descriptions, it is very important to carry out normative legal research that specifically focuses on analyzing the distinction between substantial errors and administrative errors in authentic deeds.

Research Methods

Normative legal research is essentially the daily activity of a legal scholar. In fact, normative legal research can only be conducted by a legal scholar who has been specifically trained to understand and master the legal discipline. Therefore, the type of research used in this study is normative juridical research, which is a library legal research conducted through analysis of theories, concepts, and studies of relevant laws and regulations. Normative juridical research positions law as a system of norms. This system of norms encompasses the principles, norms, and rules of laws and regulations, agreements, and legal doctrine.

The approach used in this research is the Statutory Approach, which examines laws and regulations that involve analyzing all laws and regulations applicable in Indonesia related to the state's responsibility to protect its citizens, in accordance with the provisions of the 1945 Constitution, particularly those relevant to the issues raised in this paper.^[10]

Furthermore, the conceptual approach is based on the perspectives and doctrines applied in legal science as it develops, ensuring that the prevailing legal understandings and principles are relevant to the research problem.^[11] The conceptual approach is used because there are no specific regulations governing the problem. The case approach emphasizes the analysis of legal cases that have occurred both in the past and present. This case-based approach aims to identify patterns or trends in these legal cases and to find solutions or recommendations to address existing legal problems.

In the context of normative legal research, descriptive methods are used to systematically, factually, and accurately describe legal norms, legal principles, and legal theories related to the issue under study.^[12] Furthermore, this research is complemented by perspective-based methods, namely a critical analysis of legal norms using specific perspectives such as the perspective of justice, protection of constitutional rights, legal certainty, or ethical and philosophical values to assess whether these legal norms align with the ideals of law (*rechtsidee*) and the principles of an ideal state based on the rule of law.^[13]

Thus, this method is not only normative-descriptive, but also normative-perspective, which allows for an evaluation of the adequacy, relevance and direction of the necessary legal reforms.^[14]

Result and Discussion

Distinction Between Substantive and Administrative Errors in Authentic Deeds Prepared Before a Notary

1. Characteristics and Forms of Substantive Errors in Authentic Deeds

A substantial error in an authentic deed is a mistake that affects the essence or substance of the legal act outlined in

the deed, thus directly impacting the validity of the intended legal relationship between the parties. This error is not merely a formal administrative one, but also concerns fundamental aspects such as the parties' intentions, legal capacity, the object of the agreement, the cause, and the material truth of the legal facts stated in the deed. Therefore, a substantial error can potentially render the deed void or even null and void.

According to Subekti, an agreement born of a flawed will or one that fails to meet the subjective and objective requirements stipulated in Article 1320 of the KUHPdata cannot produce perfect legal consequences because, in essence, there was never a valid agreement between the parties.^[15] This confirms that if a notary incorporates a materially flawed will into an authentic deed, the error is substantial and cannot be remedied through administrative correction alone.

Doctrinally, Habib Adjie distinguishes errors in notarial deeds into two broad categories: errors affecting the substance of the legal act and errors relating solely to the procedure or formality of drafting the deed. Substantial errors fall into the first category, as they touch upon the core material truth and the will of the parties that form the basis of the agreement.^[16] Thus, the main characteristics of substantial errors are:

- a. affects the essential elements of a legal act;
- b. impacts the validity or enforceability of the agreement; and
- c. gives rise to legal consequences for the parties and the notary as a public official.

2. Forms of Substantive Errors in the Preparation of Authentic Deeds

a. Errors in the Element of the Parties' Will (Defective Will)

A defect in will is a form of substantial error that occurs when the parties' consent is not given freely and consciously. The Civil Code stipulates that a valid agreement must be free from error, coercion, and fraud (*dwaling, dwang, and bedrog*). If a notary public records a statement of will that is actually born of such conditions, the resulting deed will be substantially defective.

In practice, notaries often focus solely on fulfilling the formalities of reading and signing the deed, without adequately investigating whether the parties' will was truly free. However, as public officials, notaries have a moral and professional obligation to ensure that those appearing before them understand the content and legal consequences of their actions.^[17] A notary's failure to perform this function can result in a deed that is formally valid but substantially defective.

b. Errors Regarding the Legal Capacity of the Parties

Legal capacity is a subjective requirement that determines whether a person is authorized to perform legal acts. Substantial errors occur when a notary fails to carefully verify the legal status of the parties, for example, regarding age, guardianship status, or legal status as a legitimate legal entity.

Supreme Court Decision Number 3196 K/Pdt/2012^[9] confirms that a deed drawn up by a party without legal capacity is not legally binding, even if it formally meets the requirements for an authentic deed. In this context, a notary's failure to verify the capacity of the parties not only

harms the other party to the agreement but also undermines the deed's function as a complete piece of evidence.^[18]

c. Errors Regarding the Object or Performance of the Agreement

Substantial errors can also occur if the object of the agreement set forth in the deed is unclear, indefinite, or legally non-tradable. For example, the transfer of land rights that is still in dispute or does not yet have a clear legal status.

According to Mariam Darus Badruzaman, clarity of the object is an absolute prerequisite for a valid contract, because without a specific object, it is impossible to determine the obligations of the parties.^[19] If the notary still issues an agreement with an object that is legally flawed, then the error is substantial and has implications for the agreement being legally void.

d. Errors Regarding the Cause or Purpose of the Agreement

A valid cause is an objective requirement that determines the validity of an agreement. A substantial error occurs when a notary knows or should have known that the purpose of the agreement is contrary to law, morality, or public order, but nevertheless states it in the deed.

Supreme Court jurisprudence consistently states that agreements with an invalid cause are not legally binding, so an authentic deed containing such an agreement loses its evidentiary force as perfect evidence.^[20] Therefore, notaries have a strategic role in filtering out legal acts that are substantially unfit for legalization through an authentic deed.

3. Causes of Substantial Errors in Authentic Deeds

Substantial errors often stem from a lack of prudence and professionalism on the part of notaries in carrying out their duties. High workloads, time pressures, and administrative orientation can lead notaries to neglect substantial aspects of legal acts outlined in deeds.

Habib Adjie emphasized that notaries are not merely "writers of deeds," but rather guardians of legal certainty and truth. Therefore, they are required to be sensitive to potential legal flaws in every legalized act.^[21] If a notary fails to perform this function, the resulting error is no longer technical but involves the substance of the agreement.

Substantial errors can also be triggered by bad faith on the part of the parties, for example, by providing false information or concealing relevant legal facts. In these circumstances, notaries are in a vulnerable position, as they are legally required to record only what is stated by the parties.

However, modern notarial legal doctrine emphasizes the obligation for notaries to verify at least the formal and material truth of the submitted data, especially if there is a strong indication of a discrepancy between the statement and the legal facts.^[22]

Limitations in legal information systems, particularly regarding access to population data, legal entity status, and land rights registration, can lead to substantial errors. Without the support of an integrated system, notaries often have to rely on documents submitted by the parties, which may not necessarily reflect the true legal situation.

Furthermore, disharmony in laws and regulations in the areas of land, banking, and notaries can also create room for

differing interpretations, increasing the risk of substantial errors in the preparation of authentic deeds.^[23]

4. Characteristics and Forms of Administrative Errors in Authentic Deeds

In civil law studies, authentic deeds hold a highly strategic position because they serve as the highest form of evidence, providing formal certainty regarding the legal facts recorded therein. Authentic deeds, as stipulated in the KUHPerdata Code and the UUJN (National Law), not only serve as evidence of legal events but also as a means of establishing the rights and obligations of the parties.^[24] However, authentic deeds are not free from the possibility of errors that can affect their formal value. Among these errors are administrative errors, a phenomenon rooted in the technical aspects of drafting the deed that does not alter the substantive intentions of the parties but can give rise to certain legal consequences.

Conceptually, administrative errors in authentic deeds can be understood as errors that occur in filling in the formal elements of the deed, such as the identity of the parties, date, place, registration number, description of the object of an administrative nature, or errors in the spelling of words or numbers that do not reflect the intended legal intentions of the parties. The main characteristics of administrative errors in authentic deeds encompass several dimensions. First, administrative errors do not alter the substance of the parties' intentions. This means that even if there is an error in writing or entering certain data, the legal intent (*animus contrahendi*) or the content of the rights and obligations in question remains intact, as agreed by the parties.^[25] For example, a misspelled date or a misspelled name does not change the principal contract, so the parties' legal intent remains understandable and enforceable.^[26]

Second, administrative errors are rectifiable without invalidating the authenticity of the deed. Due to their technical nature, corrections are usually made through an addendum, amendment, or deed of correction drawn up by a notary or authorized official. The correction must be formally standardized to avoid creating new evidentiary issues.^[27] In the context of notarial practice, these administrative corrections must be accompanied by a clear written explanation of the reasons and scope of the corrections so that the deed continues to meet the formal requirements of an authentic deed.^[28]

Third, administrative errors do not necessarily impact the legal validity of the principal deed, but if left uncorrected, they can create evidentiary issues later on, especially in the event of a dispute in court. For example, an administrative error in the form of writing an inaccurate address for the land rights object can make it difficult to determine physical boundaries in the execution or re-registration process, even though the substantive principles of the agreement still apply.^[29]

Fourth, administrative errors can usually be objectively recognized by outsiders without having to delve deeper into the parties' intentions.^[30] This distinguishes them from substantive errors, which relate to the content of the legal intent expressed in the deed and can only be revealed through interpretation of the context of the agreement and the circumstances of the parties.^[31] Thus, recognizing administrative characteristics provides a clear analytical tool for distinguishing technical errors from those essential to the validity of the deed itself.

Normatively and practically, understanding the characteristics of administrative errors is important not only in theoretical studies but also in notarial practice and judicial decision-making. Administrative errors require a proportionate corrective mechanism: not to the point of declaring the deed null and void, but still maintaining the integrity of the document and legal certainty for the parties.

5. Forms of Administrative Errors in the Preparation of Authentic Deeds

In notarial practice, administrative errors in the preparation of authentic deeds constitute a category of errors that, although not affecting the material content of the deed, can significantly impact its formal validity and legal effectiveness. Administrative errors can be understood as omissions or inaccuracies in fulfilling procedural formalities required by law or professional standards, without directly changing the substance of the parties' statements contained in the deed.^[32]

The first form of administrative error that frequently occurs is a discrepancy between the parties' identities and the submitted official documents. This error includes spelling out names, places/dates of birth, addresses, or identity numbers (KTP/SIM/Passport) that do not match those on the applicable official documents. Although the material content of the agreement or statements of the parties remains unchanged, identity inaccuracies can raise doubts about the legal identity of the parties involved in the deed, potentially impacting the document's authentication and traceability at a later date.^[33]

Furthermore, errors in the date and place of deed preparation are important administrative errors. An authentic deed must contain the correct and accurate date and place of creation, as these two elements are not merely technical formalities but also play a role in determining the commencement of evidentiary force and certain legal events, such as the validity period of an agreement or the deadline for fulfilling obligations.^[34] Inaccurate dates, such as typos in the year or day, can affect the calculation of expiration dates, the formal requirements for registration with the relevant authorities, and the coordination between several related deeds (e.g., preliminary agreements and definitive agreements).^[35]

The third form is administrative errors in the inclusion of clauses or formal references that are required but do not affect the legal substance, such as failing to include relevant statutory reference articles, non-standard witness signature formats, or the absence of official seals/stamps as required. These errors do not alter the will and agreement of the parties, but they can weaken the deed's evidentiary force when challenged in court or during registration with a public institution, as authentic deeds are expected to comply with all formal requirements stipulated by law.^[36]

Furthermore, administrative errors in the structure and wording of deeds are also frequently encountered, such as the use of terminology inconsistent with notarial standards or inaccuracies in paragraph format and numbering. Although these wording errors do not alter the material substance, from a notarial technical perspective, they reflect a lack of professional care and have the potential to lead to inconsistent interpretations. Such errors indicate a notary's failure to apply best drafting practices, which should ensure clarity, legibility, and coherence of the document's contents.^[37]

Equally important are administrative omissions related to supporting evidence and attachments that should be integral parts of the deed, such as photocopies of land certificates, approval documents, or permits. Inaccurate or incomplete inclusion of required supporting evidence can prevent a deed, even if authentic, from being promptly processed by the relevant agency (e.g., the Land Office or licensing agency), thus delaying its practical legal effect.^[38]

Systematically, administrative errors in authentic deeds can be viewed as a manifestation of a notary's failure to diligently fulfill formal obligations. Although it does not affect the substantial validity of the parties' agreement, its impact on the evidentiary function of the deed and public trust in the notary profession cannot be ignored. In civil law practice, authentic deeds containing administrative errors are still recognized as strong evidence; however, the potential for objections from opposing parties or registration bodies still opens up legal disputes that should be avoided through the application of strict professional standards.^[39]

Within the framework of civil law theory, these administrative errors are relevant to the discourse of formal validity vs. substantive validity, where a document may meet material validity but fail to meet formal validity due to administrative errors. This approach asserts that to ensure legal certainty and the effective implementation of rights and obligations, authentic documents must simultaneously meet both validity domains.^[40]

6. Causes of Administrative Errors in Authentic Deeds

In notarial practice, administrative errors in authentic deeds are a phenomenon inextricably linked to the dynamics of notary professionalism as both public officials and providers of private legal services. Administrative errors are defined as errors occurring in the formal, technical, and procedural aspects of deed preparation, which do not directly affect the substance of the parties' intentions but have implications for the evidentiary power and legal certainty of the deed. From a civil law perspective, the formal aspects of a deed are the foundation of its inherent authenticity. Therefore, any administrative deviation, no matter how small, has the potential to degrade the deed's standing in the civil evidence system.

Habib Adjie emphasized that notaries bear the responsibility to guarantee the formal accuracy of every element of the deed, particularly regarding the identity of the parties, the date of preparation, and the description of the legal object. Mistakes in these aspects can negatively impact the evidentiary value of an authentic deed before a judge.^[41] Thus, the discussion regarding the factors causing administrative errors is not only relevant in the context of the professional responsibility of notaries, but also in a broader framework, namely legal protection for parties who rely on the certainty of their rights and obligations on authentic deeds.

One of the dominant internal factors contributing to administrative errors is the professional negligence of notaries in applying the prudential principle. In the context of deed preparation, the prudential principle requires notaries to carefully examine all documents submitted by the parties, including identity cards, land title certificates, powers of attorney, and other supporting documents. When notaries neglect the cross-checking process between original and duplicate documents, the risk of errors in the spelling of

names, identification numbers, or legal entity data becomes very high.

G.H.S. Lumban Tobing stated that errors in the inclusion of party identities, dates, or descriptions of objects in deeds constitute an administrative defect that does not affect the substance of the agreement but directly impacts the deed's formal evidentiary value as authentic evidence.^[42] This statement emphasizes that professional negligence is not merely an ethical issue but has concrete legal implications in civil litigation, particularly when the deed is submitted as evidence.

Another internal factor that frequently triggers administrative errors is limited technical and editorial competence in drafting the deed. Notaries are not only required to understand substantive legal norms but also to master the techniques of formulating legal language precisely, systematically, and consistently. Inaccuracies in the use of legal terminology, writing format, or sentence structure can create administrative ambiguities that could potentially be misinterpreted during the evidentiary process. Sudikno Mertokusumo emphasized that the evidentiary power of an authentic deed rests on fulfilling the formal requirements stipulated by law, so any errors in the form and procedure of the deed will directly impact its formal evidentiary value.^[43] In this context, the limited editorial competence of notaries can be viewed as an internal, structural factor, as it relates to the quality of education, ongoing training, and updating of legal knowledge held by notaries.

High workloads and weak internal management systems in notary offices are also significant internal factors contributing to administrative errors. In practice, notaries often handle a large number of deed applications in a relatively short period of time, resulting in rushed document verification and examination processes. This creates room for the omission of administrative details that should be of primary concern.

Arifin and Nurhaliza concluded in their research that the high volume of notarial services, unbalanced by document quality control mechanisms, significantly contributes to the emergence of administrative errors, particularly in the areas of data entry and the completeness of formal attachments.^[44] Therefore, the issue of administrative errors cannot be separated from the organizational governance of notary offices, including the division of duties between notaries and staff, the archiving system, and the multi-layered examination procedures before a deed is signed.

External factors that frequently trigger administrative errors in authentic deeds include inaccurate or outdated data from third-party agencies, such as the Population and Civil Registration Office, the National Land Agency, or financial institutions. Notaries often rely on official data issued by these agencies as the basis for identifying parties and describing legal entities in deeds.

Susanti R. demonstrated that administrative errors in notarial deeds often arise from systemic failures in data integration between institutions and the absence of standard verification protocols between notary offices and public authorities. These findings demonstrate that responsibility for the administrative accuracy of deeds does not rest solely with notaries, but is also influenced by the quality and reliability of the public administration system as a whole.

In addition to institutional factors, the behavior of the parties appearing before a notary is also an external factor

influencing the occurrence of administrative errors. Incomplete, inaccurate, or even deliberately concealed information by the client can lead to the notary including erroneous data in the deed. In many cases, notaries can only work based on documents and statements provided by the parties, making limited access to alternative verification sources a significant obstacle.

Pratiwi emphasized that the disclosure of inaccurate information by clients is a major factor in the emergence of administrative errors in civil deeds, particularly regarding the identity of the parties and the description of the object of the agreement. From this perspective, administrative errors can be understood as the result of the interaction between the notary's professional obligations and the parties' moral and legal responsibilities to convey accurate information.

Changes in regulations and state administrative policies can also be external factors triggering administrative errors. When regulations regarding document formats, identity standards, or legal object registration systems are updated, notaries are required to promptly adjust their practices. Delays in understanding or implementing these changes can lead to the use of formats or procedures that are no longer in accordance with the latest provisions.

In this context, administrative errors do not always reflect individual negligence but can be understood as a consequence of the ever-evolving complexity of the legal and administrative system. Therefore, the mechanism for socializing regulations and ongoing training for notaries is an important element in minimizing the risk of administrative errors originating from external factors.

7. Normative Analysis: Legal Construction, Distinction of Errors, and Their Implications for Notary Legal Certainty

In legal hermeneutics, the absence of explicit separation regarding the gradation of errors in the UUJN and the KUHPperdata should not be interpreted as ignoring the principle of proportional justice, but should be seen as a legal vacuum that requires legal discovery by practitioners and academics.^[47] A systematic interpretation is needed by constructing Article 16 (1) letter a of the UUJN which requires Notaries to act carefully, in an ideological unity with the civil law doctrine regarding the standard of care and the concept of force majeure (*overmacht*). In this context, administrative errors such as editorial errors, typos, or minor administrative malpractice that do not change the causality and essence of legal acts should be legally separated from substantial errors that touch on the conditions for the validity of agreements as regulated in Article 1320 of the KUHPperdata.^[48] Filling this legal vacuum through teleological interpretation allows judges and the Notary Supervisory Board (MPN) to avoid rigidly imposing severe sanctions for technical errors, but rather to focus on protecting the genuine will of the parties (*partij autonomie*) and maintaining the degree of functional authenticity of the deed.^[49]

The legal implications of the lack of a clear distinction between substantial and administrative errors result in the extreme legal vulnerability of notaries and a systemic threat to legal certainty.^[50] Without this distinction, any formal flaw, no matter how small, automatically triggers the application of Article 1869 of the KUHPperdata, which reduces the evidentiary power of an authentic deed to that of a deed underhand (*degradatie van de bewijskracht*). This

creates a dangerous precedent where the instrument of deed cancellation is often misused by bad-faith parties to escape contractual obligations (escape device) simply by exploiting minor procedural errors made by notaries.^[51] For example, in MA Decision Number 702 K/Pdt/2014^[52], the judge demonstrated legal wisdom by considering that non-principled administrative errors should not invalidate all the executorial powers of the deed, as long as the substance of the agreement between the parties remains intact and there is no element of mala fides (bad intentions).

A stark contrast is evident in MA Decision Number 1042 K/Pdt/2021, in which the court adopted a rigid, formalistic approach by ruling that disregard for the deed reading procedure (a violation of Article 16 (1) letter m of the UUJN) results in the absolute degradation of the deed, without considering whether the contents of the deed were actually agreed to and implemented by the parties. This disparity confirms that without regulations or doctrine distinguishing between types of errors, the notary profession will continue to be mired in legal uncertainty.^[52] Therefore, the classification of errors serves not only as a means of protection for public officials but also as an effort to maintain the dignity of authentic deeds as the strongest form of evidence in the Indonesian civil law system.^[53]

Conclusion

This study concludes that although the UUJN does not explicitly distinguish between substantial errors and administrative errors, this distinction can be implicitly understood through a systematic interpretation of Article 1868 of the KUHPdata and Articles 38 to 65 of the UUJN, reflecting the distinction between procedural and material norms. Administrative errors are violations of procedural norms relating to formal and technical aspects of official duties, such as clerical errors, which do not affect the legal intentions of the parties and can generally be corrected without invalidating the deed. Substantial errors, on the other hand, constitute violations of material norms relating to the content and validity of the parties' intentions based on the principle of consensualism and the valid conditions of an agreement as stipulated in Article 1320 of the KUHPdata. These errors therefore constitute defects in the deed and can be grounds for cancellation because they no longer reflect the material truth that should be stated in the deed.

Suggestions and Recommendations

To Legislators, The government and the House of Representatives (DPR) need to reconstruct regulations in the upcoming amendments to the UUJN by adopting an explicit classification of errors. Codification of implicit norms regarding the distinction between formal-administrative and material-substantial errors is urgently needed to avoid disparities in legal interpretation at the judicial level and to provide clear boundaries regarding the authority of notaries to correct deeds.

The Indonesian Notaries Association (INI) is expected to intensify its professional organization in providing legal education, analyzing jurisprudential cases, and developing comprehensive technical guidelines regarding procedures for correcting administrative errors. This aims to mitigate job risks and improve the professional competence of members in dealing with the dynamics of practice in the field.

Furthermore, notaries must enhance the principle of accuracy and prudence in carrying out their duties, not only in the administrative aspects of deed formalities, but also in strengthening material verification of the parties and the objects of the agreement. This is important to mitigate the risk of substantial errors that could result in the cancellation of the deed and personal legal liability claims, whether civil, administrative or criminal.

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