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Evidence of Authentic Deeds in Civil Disputes Related to Nominee Agreements on Ownership of Land Title Certificates

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Abstract

Ideally, in civil disputes related to nominee agreements regarding ownership of property certificates, the authentic deed can serve as a strong tool to ensure the validity of legal transactions. However, in reality, the implementation of authentic deeds is often hindered by doubts regarding their validity and compliance with applicable legal regulations, especially when involving foreign nationals (WNA) in land transactions. The aim of this research is to analyze the evidentiary power of authentic deeds in civil disputes involving nominee agreements on property ownership certificates and assess their effectiveness in the legal process. This article falls under normative juridical legal research with a statutory approach and case approach. The methodology used involves library research and qualitative analysis of regulations and relevant court decisions. The research concludes that authentic deeds have valid evidentiary power if they meet the formal, material, and external requirements, but can be canceled if they do not fulfill these conditions, and the notary who issues them may face sanctions. Notaries are responsible for ensuring the validity of the deeds they create, and if they cause harm to other parties, they can be held accountable according to applicable laws.

Keywords: *Authentic Deed, Nominee Agreement, Ownership Rights.*

Abstrak

Idealnya, dalam sengketa keperdataan terkait pinjam nama (nominee) atas kepemilikan sertifikat hak milik, pembuktian akta otentik dapat menjadi alat

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yang kuat untuk menjamin keabsahan transaksi hukum. Namun, dalam realitasnya, penerapan akta otentik seringkali terhambat oleh keraguan mengenai validitas dan kepatuhannya terhadap peraturan hukum yang berlaku, terutama ketika melibatkan Warga Negara Asing (WNA) dalam transaksi tanah. Tujuan penelitian ini adalah untuk menganalisis kekuatan pembuktian akta otentik dalam sengketa keperdataan yang melibatkan pinjam nama atas kepemilikan sertifikat hak milik dan menilai efektivitasnya dalam proses hukum. Artikel ini tergolong dalam penelitian hukum yuridis normatif dengan pendekatan perundang-undangan dan pendekatan kasus. Metodologi yang digunakan melibatkan studi pustaka dan analisis kualitatif terhadap peraturan perundang-undangan serta putusan pengadilan terkait. Hasil penelitian menyimpulkan bahwa akta otentik memiliki kekuatan pembuktian yang sah jika memenuhi syarat lahiriah, formal, dan materiil, namun dapat dibatalkan jika tidak memenuhi ketentuan tersebut, dan notaris yang menerbitkannya dapat dikenakan sanksi. Notaris bertanggung jawab untuk memastikan keabsahan akta yang dibuat, dan jika merugikan pihak lain, dapat dituntut pertanggungjawaban sesuai hukum yang berlaku.

Kata Kunci: Akta Otentik, Pinjam Nama, Hak Milik

Introduction

An authentic deed is one of the types of documents with significant evidentiary power within Indonesia's legal system. This document is created by authorized officials, such as notaries, and is recognized by law as valid evidence with greater evidentiary weight compared to ordinary deeds. In civil disputes, particularly those involving the ownership of land title certificates (SHM), authentic deeds play a crucial role (Paulinah et al., 2022). Disputes often arise over claims or conflicts regarding land ownership, and in some cases, issues related to nominee agreements frequently come into play.

In practice, there are instances where foreign nationals (WNA) wish to own land rights in Indonesia. However, due to legal restrictions, this cannot be done directly. As a solution, many foreign nationals use nominee agreements, wherein the name of an Indonesian citizen (WNI) is used to hold ownership of the land. These nominee agreements, however, often lead to disputes, particularly when claims of ownership are made or questions arise regarding the legality of such transactions (Rani, 2024). In these cases, authentic deeds prepared by notaries or land deed officials (PPAT) become crucial pieces of evidence to either strengthen or nullify land ownership claims.

Ideally, authentic deeds made in land transactions or nominee agreements should possess unquestionable evidentiary strength in court. Since authentic deeds are created by authorized officials, it is expected that every transaction recorded within such deeds adheres to lawful procedures and complies with the prevailing regulations. These deeds are intended to serve as robust evidence in affirming the validity of transactions and the ownership of land or land title certificates (Jastrawan & Suyatna, 2019). Therefore, in the event of a dispute, the party holding an authentic deed should ideally have a stronger position in proving ownership.

However, in reality, issues often arise when the content of the agreement is unclear, or when the authentic deed is used as a tool to violate regulations, such as in cases of nominee abuse. The prevalence of illegal practices in land transactions—such as agreements that contravene agrarian laws or regulations prohibiting land ownership by foreign nationals—renders authentic deeds not always reliable as valid evidence (Widiyono & Khan, 2023). This creates legal uncertainty in ownership disputes, especially when one party seeks to challenge or annul the deed.

The primary issue addressed in this research is whether authentic deeds in nominee transactions regarding the ownership of land title certificates can serve as valid and strong evidence in court, given the widespread practices that deviate from existing regulations. Additionally, it seeks to determine the extent to which notaries ensure that the deeds they issue comply with the law and do not violate applicable provisions, as well as how such deeds can be upheld in legal disputes over land ownership.

The aim of this study is to analyze the evidentiary strength of authentic deeds in civil disputes involving nominee agreements for land title ownership. It also seeks to evaluate the role of notaries and other relevant parties in drafting legally compliant deeds and to assess whether authentic deeds can remain valid as strong evidence in court when facing disputes. This research contributes to a deeper understanding of the evidentiary power of authentic deeds in civil disputes involving nominee practices. It is expected to provide further insights into the legal standing of authentic deeds in land disputes and clarify the responsibilities of notaries in preparing legally valid deeds that comply with applicable laws.

Literature Review

In this study, the author aims to delve deeper into the proof of authentic deeds in civil disputes related to nominee arrangements for ownership of land certificates, a topic that has been widely discussed in previous works. However, this research offers a more specific approach in analyzing the validity and evidentiary strength of authentic deeds in land dispute cases involving foreign nationals (WNA). While several existing studies provide a general overview of the issue, none have specifically explored the proof of authentic deeds in the context of nominee arrangements for land ownership in a detailed and in-depth manner.

Hetharie (2022), in their work "*Kepemilikan Tanah Oleh Warga Negara Asing Melalui Perjanjian Pinjam Nama Sebagai Bentuk Penyaluduan Hukum Dalam Hukum Perdata Internasional*", examines how nominee arrangements by foreign nationals in land ownership can be seen as a form of legal evasion. This work shares similarities with the author's research in addressing legal issues related to nominee arrangements (Hetharie, 2022). However, the difference lies in Hetharie's focus, which leans more towards legal evasion in international civil law, while the author's study concentrates on the proof of authentic deeds in the context of land ownership disputes under Indonesian positive law.

Hikmah et al. (2023), in their work "*Analisis Penyelesaian Sengketa Perjanjian Pinjam Nama atas Kepemilikan Hak Tanah oleh WNA Berdasarkan Studi Putusan Nomor 137/Pdt.G/2021/PN Gin*", present an analysis closely related to a

court decision involving nominee disputes (Hikmah et al., 2023). This work aligns with the author's research in discussing legal disputes related to nominee arrangements for land ownership by foreign nationals. However, the author's study places greater emphasis on the evidentiary aspect of authentic deeds in legal proceedings. Thus, the main difference lies in the approach, as the author prioritizes the role of authentic deeds as evidence in such disputes.

Irawan et al. (2024), in their work "*Kepastian Hukum Akta Perjanjian Terkait Pinjam Nama (Nominee) oleh WNA dalam Jual Beli Tanah Menurut Undang-Undang Pokok Agraria*", also explore the legal certainty of agreements used in land transactions by foreign nationals (Irawan et al., 2024). This study aligns with the author's research in addressing legal issues surrounding land ownership by foreign nationals. However, the primary difference lies in the focus of Irawan et al., which highlights the legal certainty of nominee agreements, whereas the author's research focuses on the evidentiary strength of authentic deeds in civil disputes.

While previous studies have discussed this topic, the author's research offers a more comprehensive approach in analyzing the procedures and evidentiary strength of authentic deeds in disputes related to nominee arrangements. This research fills a gap in the existing literature by demonstrating how authentic deeds can serve as valid evidence in civil disputes, particularly those involving foreign nationals in land ownership. Its novelty lies in presenting an in-depth analysis of the evidentiary aspects of authentic deeds within the context of civil disputes involving foreign nationals—an area that has not been specifically addressed in previous works.

Research Methodology

This article falls under legal research with a statutory and case approach. This approach was chosen to facilitate the analysis of applicable laws and regulations as well as the observation of cases relevant to the discussed topic. Through this approach, the author can explore the existing legal provisions and the dynamics arising in legal practices related to the research topic. The methodology used in this study is normative juridical legal research. It relies on legal principles and norms to analyze legal phenomena. This research is descriptive-analytical, where the author seeks to describe and analyze existing laws and legal policies, particularly those related to the role of notaries, the creation of authentic deeds, and civil disputes arising in everyday legal practices.

The primary sources used in this research include primary legal materials, namely laws and regulations relevant to the research topic. Some of the main sources include the *Indonesian Civil Code (KUHPer)*, *Basic Agrarian Law Number 5 of 1960*, *Law Number 2 of 2014 concerning the Position of Notaries*, *Government Regulation Number 24 of 1997 on Land Registration*, and other laws and regulations that provide a legal foundation for this research. In addition, secondary sources used consist of legal publications, including books, legal journals, and other relevant academic works. These secondary sources provide a broader context regarding legal theory, practices, and interpretations of the applicable laws and regulations in the context of the researched topic. This understanding is highly

valuable for complementing the analysis and deepening the discussion in this research.

Authentic Deeds, the Role of Notaries, and Their Importance

An authentic deed is a document with a high evidentiary value within the Indonesian legal system. Such deeds are issued by authorized officials, such as notaries, and are recognized as legally binding by the state. The primary function of an authentic deed is to provide legal certainty regarding the contents recorded in the document and to ensure that the legal events detailed within the deed occurred in accordance with applicable laws (Adjie, 2023). Authentic deeds play a crucial role in ensuring that transactions and agreements conducted between individuals, corporations, or institutions possess legitimate and recognized legal force.

In a more specific context, authentic deeds are not limited to ordinary agreements but also encompass various legal documents with greater legal weight, such as sale and purchase agreements, gifts, or company establishment deeds. This highlights the essential role of authentic deeds in a wide range of legal transactions within society. Additionally, authentic deeds hold substantial evidentiary value in legal disputes, as they are created by officials with formal authority. According to Article 1868 of the Indonesian Civil Code (KUHPer), an authentic deed is a deed made by or before an authorized official. This definition emphasizes that authentic deeds can only be created by certain officials empowered by the state, such as notaries or other designated officials, as stipulated by law.

These deeds serve as valid and strong evidence in court, as they are considered to have greater evidentiary value than private deeds. Consequently, all matters recorded in an authentic deed are deemed valid and correct unless proven otherwise (Zaelani, 2024). Article 1868 of the Civil Code further asserts that authentic deeds are binding evidence in court. In this regard, authentic deeds have superior evidentiary value compared to private documents or other forms of evidence. They can be used in court to prove the occurrence of legal events or agreements between the involved parties. In other words, authentic deeds provide stronger legal guarantees as they adhere to legally prescribed procedures.

The role of notaries in drafting authentic deeds is governed by Law No. 30 of 2004 concerning the Notary Profession, later amended by Law No. 2 of 2014. These laws grant notaries the authority to create authentic deeds that can serve as valid evidence in legal proceedings. A notary's duties include ensuring that every agreement made by the parties involved complies with legal requirements. Notaries must verify the identities and legal capacities of the parties involved to ensure there is no coercion or lack of awareness in the agreements being made.

Notaries are also obligated to maintain the confidentiality of every deed they draft. This is essential because notarial deeds contain personal and sensitive information that should only be accessible to relevant parties. Furthermore, notaries are responsible for ensuring that the deeds they create comply with prevailing laws and for providing sufficient explanations to the parties involved so they fully understand the contents of the agreements being notarized. In this

regard, notaries act as neutral and independent parties in the process of drafting authentic deeds (Moertiono, 2022).

In evidentiary terms, notarial deeds possess three essential strengths: outward, formal, and material evidentiary power. Outward evidentiary power refers to the fact that the deed physically exists and is legitimate, marked by valid signatures and seals from the involved parties. Formal evidentiary power ensures that the deed was created by an authorized official in accordance with legal procedures. Meanwhile, material evidentiary power pertains to the content of the deed, which is considered valid and correct unless proven otherwise.

The outward evidentiary power guarantees that notarial deeds are admissible as valid evidence in court. In this context, notarial deeds are considered highly reliable evidence due to their adherence to formal legal procedures. Additionally, the formal strength of notarial deeds means they cannot be challenged solely based on procedural grounds (Nathanael et al., 2024). Finally, the material strength of notarial deeds provides certainty that the agreements recorded in the deed have been approved by the parties involved.

Authentic deeds also play a pivotal role in land affairs, particularly in the issuance of land ownership certificates. In this regard, notarial deeds function as legally valid documents to confirm ownership of the land in question. A land ownership certificate can only be issued after the existence of an authentic deed demonstrating that a land sale, purchase, or transfer of rights has been lawfully executed. Thus, authentic deeds are vital in ensuring legal certainty over land ownership. Additionally, Land Deed Officials (Pejabat Pembuat Akta Tanah, PPAT) hold a significant role in drafting authentic deeds related to land transactions. PPATs are responsible for preparing deeds for lawful transactions such as sales, gifts, or transfers of land rights.

These deeds serve as the basis for issuing land ownership certificates. Therefore, the presence of PPATs as authorized officials is essential in ensuring that all land transactions comply with applicable laws (Nainggolan et al., 2023). In transactions involving land owned by foreign nationals (Foreign Citizens, WNA), the use of nominee agreements is common. A nominee agreement is an arrangement where a foreign national purchases land under the name of an Indonesian citizen (WNI), with specific terms benefiting the foreign national. While this practice facilitates transactions that foreign nationals are otherwise restricted from performing, nominee agreements carry significant legal risks, as they may violate regulations concerning land ownership by foreign nationals in Indonesia.

Nominee agreements are often viewed as practices that create legal uncertainty since foreign nationals are prohibited from directly owning land in Indonesia under current laws. Therefore, such agreements must be approached cautiously, with careful consideration of relevant legal aspects, including compliance with land ownership regulations. Authentic deeds drafted by notaries in this context must ensure that transactions are transparent and in accordance with applicable laws.

The Evidentiary Strength of Authentic Deeds in Civil Disputes Involving Nominee Agreements

Authentic deeds play a pivotal role in Indonesia's legal system, especially in civil disputes. In legal cases involving agreements or transactions, an authentic deed serves as a legitimate and highly authoritative piece of evidence. The evidentiary strength of such deeds lies in the fact that they are created by authorized officials, such as notaries or Land Deed Officials (PPAT), in accordance with applicable legal provisions. Consequently, when disputes arise regarding a transaction or agreement, an authentic deed often serves as powerful evidence in court (Sinaga et al., 2024). However, in cases involving nominee agreements—where a party not genuinely involved in the transaction has their name listed in the documents—the evidentiary strength of the authentic deed becomes more complex.

Disputes involving nominee agreements often occur in the context of transactions involving foreign parties who are prohibited from directly owning land or other assets in Indonesia. In such cases, Indonesian citizens are often asked to lend their names for the transaction, which can lead to legal complications. Authentic deeds created in this context must validate the transaction's legitimacy. However, if there are claims of legal violations or inaccuracies in the agreement, the evidentiary strength of the authentic deed must be tested in court. Therefore, it is essential to analyze how authentic deeds can be utilized in such disputes and to what extent they hold legitimate evidentiary power in the eyes of the law.

The evidentiary strength of authentic deeds in civil disputes depends heavily on whether the deed meets all legal requirements. Authentic deeds created by notaries or PPATs possess three types of evidentiary strength: external, formal, and material. External strength ensures the deed's physical existence and validity, while formal strength confirms that the deed was created by an authorized official following the proper procedures (Septianingsih et al., 2020). Material strength pertains to the validity of the deed's content, presuming that the statements within are true and lawful unless proven otherwise. In nominee disputes, the material strength of the authentic deed becomes crucial, as it can substantiate the agreement between the parties involved in the transaction.

However, in nominee-related disputes, there is the possibility that the individual lending their name may not fully understand or agree to the terms outlined in the authentic deed. If this occurs, the aggrieved party can claim that the deed does not reflect reality or allege fraud in the transaction. In such cases, although authentic deeds carry significant evidentiary weight, the court may conduct further examinations to ensure the transaction's validity and legality. Notaries and PPATs play a crucial role in drafting authentic deeds, especially in transactions involving nominee agreements. As authorized officials, they must ensure that the deeds they create comply with legal and regulatory provisions. This includes verifying the identities and legal capacities of the parties involved in the transaction.

They must also ensure that no coercion or fraud occurs during the agreement process and provide clear and adequate explanations to the parties to ensure they fully understand the terms of the agreement (Holidi, 2023). The responsibilities of notaries and PPATs extend beyond merely drafting authentic

deeds. They are also tasked with ensuring that the agreements recorded in these deeds do not violate legal provisions. In nominee cases, they must identify potential misuse or fraud that could harm the individual lending their name. If irregularities or violations are found, notaries or PPATs can be held accountable, particularly if they fail to fulfill their duties properly.

Authentic deeds in nominee disputes are often used to validate transactions between the involved parties. However, the legal standing of authentic deeds in lawsuits involving nominee agreements can be complicated. Aggrieved parties may file lawsuits, claiming they were not genuinely involved in the transaction and that their names were used merely for administrative purposes. In such instances, the court will assess whether the authentic deed reflects the actual circumstances or if fraud or misuse is involved (Haspada, 2018). The legal standing of authentic deeds in such lawsuits heavily depends on how well the deed can be upheld in court. If the plaintiff can prove they were not involved in the transaction or that the agreement was made without their knowledge or consent, the authentic deed may be nullified or deemed invalid. Thus, although authentic deeds hold substantial evidentiary power, the court retains the authority to review the material accuracy of the agreements recorded within them.

The Supreme Court Decision No. 391 K/Pdt/2021 serves as a crucial reference for understanding the evidentiary strength of authentic deeds in nominee cases. In this decision, the Supreme Court emphasized that authentic deeds possess significant evidentiary strength and can only be contested with legitimate and convincing evidence (Holidi, 2023). However, in specific cases, if it is proven that an authentic deed was created through fraud or misuse, it can be nullified. This ruling underscores that while authentic deeds are highly authoritative in legal proceedings, the court retains the power to examine the material truth of the agreements they document.

In nominee cases, the evidentiary strength of an authentic deed largely depends on the extent to which it reflects the intentions and agreements of the involved parties. If evidence demonstrates that the individual lending their name was unaware of or did not consent to the agreement's content, the authentic deed may be declared invalid. Therefore, while authentic deeds provide legal certainty, the court can still annul or revise decisions based on such deeds if discrepancies in the recorded transaction are proven.

Proof and Authority of Notaries in Creating Authentic Deeds

Authentic deeds hold a significant position in Indonesia's legal system, particularly in land matters and civil transactions. These deeds, created by authorized officials such as notaries, carry greater evidentiary power compared to ordinary deeds. As legally valid and recognized documents, authentic deeds serve as proof in various legal disputes. In the context of land transactions and nominee agreements, notaries play a crucial role in ensuring that the deeds meet the applicable requirements (Arifin, 2021). Thus, the procedures that notaries must follow in drafting authentic deeds, along with their authority, are highly relevant topics for further discussion.

The procedures for drafting authentic deeds related to land transactions and nominee agreements are strictly regulated by law. In land transactions, notaries must ensure that the parties involved have legal capacity and voluntarily enter into the agreements recorded in the deeds. The preparation of authentic deeds for land transactions must also consider the legal status of the land, including whether it is free from disputes. Regarding nominee agreements, notaries must verify that such transactions do not violate laws, particularly those prohibiting foreign nationals from owning land rights in Indonesia. Notaries must ensure that all documents submitted by the parties are genuine and that no information is concealed or falsified.

Additionally, notaries are obligated to ensure that the deeds they draft meet both formal and material requirements. Formal requirements include procedures such as the presence of all involved parties, acknowledgment of signatures, and clarity of agreement terms. Material requirements pertain to the substance of the agreement recorded in the deed, ensuring it aligns with the applicable legal provisions (Demak, 2024). In the context of land transactions, notaries must confirm that the deed reflects a valid agreement between the parties and complies with prevailing laws, such as agrarian law and regulations on foreign ownership of land. This responsibility is critical, as a defective deed can lead to severe legal consequences.

If a deed drafted by a notary is found to be legally defective—whether due to failing formal or material requirements—it may be declared void by law or annulled by a court. A void deed lacks legal validity from the outset, while an annulled deed remains valid until a court rules otherwise. In such cases, the legal consequences for parties relying on the defective deed can be highly detrimental, especially if the deed serves as the basis for larger transactions or as evidence in legal disputes. Therefore, it is imperative for notaries to ensure that every deed issued is free from legal defects and complies with applicable laws.

The legal consequences of a defective deed can also result in material losses for the aggrieved parties. For instance, in land transactions, if a deed is deemed invalid or void, the ownership status of the land may be questioned, leading to disputes among the involved parties. Aggrieved parties may file lawsuits to annul the transaction based on the defective deed (Noer & Basid, 2024). Furthermore, if the deed involves transactions with foreign parties, those parties may face administrative or legal sanctions if found in violation of regulations. Thus, it is essential to ensure that issued deeds fulfill all legal requirements, preventing harm to the involved parties.

Notaries may also face potential sanctions if the deeds they issue harm one party or violate legal provisions. These sanctions can range from administrative penalties to disciplinary actions or even criminal charges, depending on the violation. If a notary is proven negligent or at fault in drafting a deed that causes harm, they may be sanctioned by the Notary Honorary Council (Majelis Kehormatan Notaris, MKN). Furthermore, if the notary is involved in unlawful acts such as document forgery or issuing deeds contrary to the law, they may face criminal charges under applicable regulations.

In practice, notaries must exercise caution and thoroughness in performing their duties, especially in transactions involving nominee agreements or land

transactions. This diligence is necessary to avoid potential legal violations and to ensure that the deeds accurately reflect the parties' intentions and comply with the law. One critical step for notaries is to ensure that all parties involved have a clear understanding of the agreement's content and the legal consequences of the transaction. Additionally, notaries must verify the authenticity of documents submitted by the parties, such as land certificates and identification documents (Septianingsih et al., 2020).

Notaries must also ensure that transactions involving foreign nationals and Indonesian citizens concerning land in Indonesia comply with agrarian laws. Article 21 of Law No. 5 of 1960 on Basic Agrarian Principles stipulates that foreign nationals are prohibited from owning land rights, except under certain conditions and with authorization from competent authorities. In the case of nominee agreements, where an Indonesian citizen's name is used to facilitate a transaction on behalf of a foreign national, notaries must verify that such transactions align with the law and do not contravene legal provisions. Sanctions for notaries can vary widely, ranging from warnings to revocation of their licenses.

Consequently, notaries must adhere to the rules and guidelines established by the Notary Honorary Council and ensure that all deeds they draft comply with the applicable legal requirements. Accuracy and compliance with legal procedures are essential to prevent violations that could harm the parties involved in the transaction (Nathanael et al., 2024). The responsibilities of notaries in drafting authentic deeds are immense, as these deeds carry significant evidentiary power in court. Therefore, notaries must not only understand the applicable legal provisions but also maintain their integrity in every transaction they handle. Any errors or negligence in drafting deeds may hold notaries legally and ethically accountable. Consequently, notaries must uphold professionalism and ensure that the deeds they draft reflect the parties' intentions and comply with prevailing laws.

The Evidentiary Strength of Authentic Deeds in Nominee Disputes Based on Supreme Court Decision No. 391 K/Pdt/2021

An authentic deed is a document that carries full legal force in accordance with Article 1868 of the Indonesian Civil Code (KUH Perdata). Based on this provision, an authentic deed must meet three primary requirements: it must be made by or before a competent public official, its form and procedure must comply with statutory regulations, and its content must reflect the intentions of the involved parties (Sari, 2019). In the context of notarial duties, the authenticity of a deed is further regulated under the Notary Office Act, which requires that the deed be prepared following applicable legal procedures and reflect both formal and material accuracy. Consequently, deeds made by notaries hold a special position in Indonesia's civil evidence system.

In practice, there are two types of deeds commonly prepared by notaries: relaas deeds and partij deeds. A relaas deed documents the statements of the official based on what they have seen, heard, and witnessed directly, such as minutes of a general shareholders' meeting. In contrast, a partij deed records the intentions of the parties, expressed in the form of an authentic deed before a notary, such as a sale and purchase agreement or a loan agreement. These two

types of deeds differ fundamentally in terms of the initiative for their creation and their content. Nevertheless, both have equal legal force as authentic evidence.

The evidentiary strength of an authentic deed lies in its nature as both perfect and binding. This means that a judge in a civil dispute must accept the content of an authentic deed as truth unless there is evidence to the contrary. A notary, as the official responsible for preparing the deed, is also obligated to ensure that the content reflects the intentions of the parties (Lubis et al., 2022). The notary must read the content of the deed to the parties involved to prevent misunderstandings in the future. Therefore, authentic deeds serve as critical legal instruments in providing legal certainty for the parties involved.

In civil disputes involving nominee arrangements, authentic deeds often become key evidence in court. A notable case is Supreme Court Decision No. 391 K/Pdt/2021, dated March 25, 2021. In this case, the individual whose name was borrowed filed a lawsuit to annul the validity of the authentic deed prepared by the notary. However, the Supreme Court rejected the claim, stating that the deed in question met both formal and material requirements as stipulated by law. This decision underscores that an authentic deed retains its legal force unless there is compelling evidence of irregularities in its creation.

This case originated from the transfer of 11 Certificates of Land Ownership (Sertifikat Hak Milik or SHM) belonging to Kwok A Jong to his son, Suprapto, through a series of authentic deeds prepared by a notary. These deeds included a "*Statement of Truth*" and a "*Power of Attorney to Sell*," explicitly stating that the SHM certificates remained the property of Kwok A Jong and could be transferred to anyone without the consent of Suprapto's heirs. Unfortunately, Suprapto's heirs claimed that the SHM certificates were part of Suprapto's inheritance, leading to legal actions involving the filing of lost certificate reports and applications for new certificates (Romadhan & Suprapti, 2024).

Suprapto's heirs managed to obtain new certificates for some of the land in various regions, such as Yogyakarta, Sleman, Gunung Kidul, and Magelang. However, these actions were deemed unlawful by Kwok A Jong, who still held the original certificates. In court, the plaintiffs failed to prove any irregularities in the creation of the authentic deeds. Consequently, the Supreme Court ruled that the deeds prepared by the notary retained their legal force. This ruling highlights the importance of understanding the content and purpose of authentic deeds. Misinterpretations can lead to legal disputes, as seen in this case where Suprapto's heirs mistakenly believed that the land rights had been fully transferred to Suprapto, contrary to the contents of the authentic deed.

In this context, the notary plays a crucial role as an official bridging the intentions of the parties and the applicable legal provisions. A notary must ensure that each party understands the legal consequences of the deed being prepared. Furthermore, the notary must maintain neutrality and impartiality, ensuring that the deed genuinely reflects the parties' intentions and is legally accountable. The existence of an authentic deed also serves as a legal safeguard for the parties involved in agreements or transactions (Saraswati & Ratna, 2024). In this case, Kwok A Jong was protected by the deeds made before the notary, enabling him to assert his rights over the disputed SHM certificates. Conversely, Suprapto's heirs,

unable to prove the invalidity of the deeds, had to accept the court's decision favoring Kwok A Jong.

Supreme Court Decision No. 391 K/Pdt/2021 also reinforces the importance of caution in preparing authentic deeds, especially in cases involving nominee arrangements. Authentic deeds that do not comply with legal provisions can be considered an act of legal evasion and may lead to future problems. Therefore, the parties involved must ensure that the deed does not violate applicable regulations.

Conclusion

The authentic deed issued by a notary holds significant evidentiary strength in civil disputes, as demonstrated in Supreme Court Decision No. 391 K/Pdt/2021. However, the legal force of this authentic deed is only valid and binding if it meets the requirements for external, formal, and material proof in accordance with applicable laws and regulations. If these elements are not fulfilled, the deed may be considered legally defective and can be annulled or deemed void by law. Furthermore, the notary who prepares the deed may also face sanctions under Law No. 2 of 2014 concerning the Notary Office. Additionally, the notary has the responsibility to ensure that the deed they issue does not conflict with prevailing laws, particularly in ensuring the material truth of the content. If the deed harms one of the parties, the harmed party has the right to demand accountability from the notary involved. This highlights the crucial role of the notary in maintaining the validity and fairness in the creation of authentic deeds, thereby providing adequate legal protection for all parties involved.

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