

LEGAL IMPLICATIONS OF PARTY DEEDS CONTAINING FALSE STATEMENTS AND NOTARIAL LEGAL LIABILITY

¹Izzati Rika Nofa, ²Muhammad Syaifuddin, ³Heriyono Tardjono

^{1,2,3}Faculty of Law, Master of Notarial Law Program, Universitas Sriwijaya, Indonesia

Article Info:

Article History:

Received: 2026-08-12

Revised: 2026-09-16

Accepted: 2026-10-10

Keywords:

Party Deed; False Statements; Notary; Legal Liability

Corresponding Author:

¹Izzati Rika Nofa

E-mail:

rikanofa02@gmail.com

Paper Type:

Research Paper



Abstract:

Purpose:

This study examines the legal implications of party deeds containing false statements and the legal responsibility of notaries, including the validity and evidentiary force of authentic deeds.

Methodology:

Normative legal research employing statutory, case, and conceptual approaches; legal materials were gathered through library research and analyzed qualitatively using prescriptive legal reasoning.

Findings:

False statements do not automatically invalidate the authentic status of a deed or render it void. Legal effects depend on the form of violation and compliance with formal requirements. Administrative, civil, and criminal liability depend on proven professional breaches, participation, and fault.

Implication:

Notarial responsibility should be assessed proportionately, distinguishing false declarations by appearers from formal breaches or knowing misconduct by the notary.

INTRODUCTION

Indonesia is a state governed by law, as stipulated in Article 1(3) of the 1945 Constitution of the Republic of Indonesia. The rule of law requires legal certainty, protection, and justice in relations between individuals and the state and among private parties. Authentic deeds are important instruments of legal certainty in civil transactions, providing written evidence of parties' rights and obligations. Notaries are public officials authorized to draw up authentic deeds under Law Number 30 of 2004 on the Notarial Office, as amended by Law Number 2 of 2014 (the Notary Law or UUJN) (Borman, 2019).

Article 1(1) of the Notary Law defines a notary as a public official authorized to draw up authentic deeds and exercise other statutory powers. Article 15(1) authorizes notaries to record in authentic deeds acts, agreements, and stipulations required by law or requested by interested parties. This authority makes notaries essential to civil-law relations because their deeds serve as evidence of legally consequential transactions.

Under Article 1868 of the Indonesian Civil Code, an authentic deed is one executed in the legally prescribed form by or before a competent public official at the place of execution. Article 1870 provides that such a deed constitutes conclusive evidence between the parties, their heirs, and successors concerning its contents. Nevertheless, its evidentiary strength does not automatically guarantee the substantive truth of every statement it records. Difficulties arise when appearers submit false information that is included in a deed and later used to the detriment of others.

A party deed (*akta partij*) is a type of authentic deed prepared by a notary based on the intentions, representations, and statements of appearing parties. The notary must ensure compliance with formal requirements, explain the deed, and express the parties' intentions in legally appropriate language. Because the deed derives its substance from the appearers' statements, the possibility of inaccurate information is inherent in its preparation. However, this dependence does not release the notary from the duty to act carefully and professionally.

Article 16(1) of the Notary Law requires notaries to act honestly, carefully, independently, impartially, and in good faith while protecting the interests of the parties concerned. This embodies the precautionary principle, including verification of identity, capacity to act, and supporting documentation. Different legal consequences may arise where a notary does not know that a statement is false and where the notary knowingly includes false information. Their liability must therefore be assessed against statutory powers, professional obligations, and provable fault.

The problem is illustrated by North Jakarta District Court Decision Number 1362/Pid.B/2019 concerning a preliminary sale and purchase agreement for land inherited from the late Ngadiman. The deed allegedly represented Ngadiman and his wife as participating parties even though both had died before its execution. The deed was subsequently used in land-title transfer and subdivision procedures and related to compensation for land acquired for a toll road. The case demonstrates how statements inconsistent with reality may affect land ownership and third-party interests.

Padang District Court Decision Number 710/Pid.B/2021 also concerned allegedly false documents used in an administrative process. Documents were submitted to obtain a building permit for disputed land; one contained a signature that forensic examination found did not correspond to the genuine signature. The documents were linked to the permit's issuance and a lease agreement over the disputed property. Together, these cases show that false statements and documents may have wide legal consequences, potentially affecting the notaries involved in preparing or using legal instruments.

False statements in a party deed raise questions about the deed's validity and probative force. Any assessment must distinguish formal defects in execution from the substantive falsity of parties' representations. Article 1869 of the Civil Code permits an instrument that lacks authentic status because of an official's incompetence or lack of authority, or a defect of form, to operate as a private instrument if signed by the parties. False statements therefore do not automatically deprive every authentic deed of its status. The nature of the violation, execution procedure, and applicable rules must be examined (Afriansyah et al., 2026).

A notary's legal liability for a deed containing false statements may be administrative, civil, or criminal, depending on the conduct and elements established. Administrative liability may arise from a proven breach of official duties or prohibitions under the Notary Law. Civil liability may follow an unlawful act or breach of duty that causes actionable loss. Criminal liability requires proof of the constituent elements of a statutory offense. Accordingly, the mere discovery of false statements supplied by an appearer does not automatically establish notarial liability.

Existing studies of notarial liability examine deeds based on false representations and the application of professional diligence. They explain notaries' duties and the legal effects of professional breaches. Nonetheless, further analysis is necessary of how false statements affect party deeds and how liability should be delimited according to the notary's actual participation and culpability. Distinguishing the appearer's responsibility for the truth of information from the notary's responsibility as a public official helps prevent liability from being extended beyond legal authority and professional duty (Vilda, 2026). The specific contribution of this study is its comparative treatment of two factual situations—alleged misrepresentation of personal appearance in a notarial deed and disputed supporting documents in a land-related administrative process—to distinguish defects in deed execution from false information supplied by parties. This distinction provides a basis for examining the different legal thresholds for administrative, civil, and criminal responsibility.

This study examines the legal consequences of party deeds containing false statements, particularly their validity and evidentiary weight, and analyzes the limits of notarial liability by reference to powers, professional duties, diligence, and proven fault. It aims to contribute to notarial legal scholarship and a proportionate understanding of liability for both notaries and parties appearing before them.

METHODS

This research employs normative legal research focusing on legal norms, principles, and legislation relevant to false statements in party deeds and the resulting notarial liability.

It uses statutory, case, and conceptual approaches (Arifuddin et al., 2025).

The statutory approach examines the notary's powers, duties, and liabilities under Law Number 30 of 2004 as amended by Law Number 2 of 2014, the Indonesian Civil Code, and other relevant legislation.

The case approach considers North Jakarta District Court Decision Number 1362/Pid.B/2019 and Padang District Court Decision Number 710/Pid.B/2021 to examine false statements and notarial involvement in specific disputes. The two decisions were selected purposively because the factual descriptions presented in this study involve different sources of alleged falsity, allowing a focused comparison of the notary's duties in recording appearances and examining supporting documents. The analysis is limited to the facts and judicial material described in the sources reviewed; it does not presume findings of guilt or notarial involvement beyond what is established by the relevant judgments.

The conceptual approach examines authentic and party deeds, the precautionary principle, legal certainty, and notarial liability in light of relevant legal doctrine.

Legal materials comprise primary, secondary, and tertiary sources.

Primary materials include legislation governing notaries and civil evidence, together with the judicial decisions under review.

Secondary materials include legal textbooks, journal articles, studies, and scholarly opinions on notarial law, authentic deeds, false statements, and liability.

Tertiary materials include legal dictionaries, encyclopedias, and supplementary references used to clarify relevant terminology and concepts.

Legal materials were collected through library research and documentary legal research by identifying, cataloguing, and examining relevant laws, judgments, legal literature, and scholarly publications. They were analyzed qualitatively using prescriptive legal reasoning to relate applicable rules to the court decisions and concepts of notarial liability.

RESULTS AND DISCUSSION

Legal Implications of Party Deeds Containing False Statements

Authentic deeds occupy an important place in civil evidence because they document legal acts and promote certainty. Article 1868 of the Indonesian Civil Code requires an authentic deed to be prepared in the prescribed form, by or before a competent public official, and within that official's territorial authority. Authentic status therefore depends not only on the substance of a document but also on the official's competence and compliance with mandatory formalities.

In notarial practice, a party deed records the intentions and statements of the persons appearing before the notary. The notary expresses those statements in the prescribed legal form. The parties are the primary source of substantive information, while the notary is responsible for formal execution and compliance with official duties. This distinction matters because the substantive truth of every statement is not always within the notary's knowledge or control (Hably & Djajaputra, 2019).

Nevertheless, as a public official, the notary must act carefully and professionally. Article 16(1) of the Notary Law requires honesty, diligence, independence, impartiality, and protection of parties' interests. A notary must do more than mechanically record assertions: reasonable examination of identity, legal capacity, supporting documents, and procedural compliance remains necessary.

It is important to distinguish the duty to perform formal checks from any supposed obligation to guarantee the substantive truth of every representation. Notaries generally possess no investigative powers comparable to law-enforcement authorities. Yet where facts or documents give rise to an objectively reasonable concern, a notary should seek clarification rather than overlook apparent irregularities. Assessment of professional conduct must consider statutory authority, the applicable duties, information available, and the circumstances of execution (Suyanto et al., 2026).

A party deed containing false information raises questions of validity and evidentiary force. It is incorrect to assume that every such statement automatically nullifies the deed or removes its authentic status. An analysis must distinguish a substantively false assertion by an appearer from a breach of the formal requirements governing execution.

Article 1870 of the Civil Code grants an authentic deed strong evidentiary force between the parties, their heirs, and legal successors. However, this rule does not render each statement immune from challenge. The substantive truth of particular representations may still be contested through the applicable rules of evidence and procedure. Thus, an authentic deed is powerful evidence, not conclusive proof that every underlying fact is true.

Article 1869 regulates instruments that cannot be treated as authentic because the official lacked competence or authority or because the deed contains formal defects. Such instruments may have the force of private writings if signed by the parties. The resulting reduction in evidentiary force is linked to specified deficiencies in authority or form. Substantive inaccuracies must accordingly be assessed to determine whether they also reflect a formal defect affecting authentic status.

False information can also affect the underlying legal transaction. A person harmed by a contract founded on inaccurate representations may pursue remedies appropriate to the transaction and loss. The validity of an agreement must be assessed under Article 1320 of the Civil Code, including consent, capacity, a definite subject

matter, and a lawful cause. Where consent is defective or the law is breached, consequences must follow the applicable legal grounds rather than a blanket assumption that any inaccurate statement nullifies the contract (Wibowo et al., 2025).

North Jakarta District Court Decision Number 1362/Pid.B/2019 concerned alleged falsification of an authentic deed involving a notary and a land transaction. The deed purportedly involved persons who were already deceased and was then used in land-administration procedures and transactions affecting other parties' interests.

The case illustrates the limits of responsibility in preparing party deeds. Ordinarily, notaries record information supplied by appearers. If a purported appearer did not actually attend or make the recorded declaration, however, the problem extends beyond substantive truth to mandatory formalities, including appearance, reading, and signing of the deed.

A notary's conduct must therefore be evaluated against the specific duties imposed by the Notary Law. Where a deed falsely records the attendance and intention of a person who never appeared, there is a serious question about compliance with execution procedures. Criminal fault and liability must nevertheless be established from trial evidence and judicial findings, rather than presumed from the deed's consequences alone.

An authentic deed can form the basis of further legal procedures, including land registration and transactions. Where it contains false information, the effects may extend beyond the notary and appearing parties to owners and third parties. Some may sustain losses while others benefit from defective documents, underscoring the importance of diligence in dealings involving land ownership and title.

The case also requires distinguishing a notary who unknowingly records an appearer's false statement from one who knowingly violates formal requirements or misrepresents the occurrence of a legal event. This distinction governs the extent of potential liability. Criminal responsibility cannot automatically be imputed whenever an appearer lies; it may arise where evidence establishes that the notary intentionally committed or participated in conduct satisfying the elements of an offense.

According to the case description reviewed, Padang District Court Decision Number 710/Pid.B/2021 involved contested documents submitted in connection with a building permit for disputed land. A signature on one document was questioned, and the documents were linked to the permit's issuance and a lease arrangement.

This case is relevant to the relationship among supporting documents, appearers' representations, and the notary's duties. Such documents may establish identity, control, authority, or legal title. If a submitted document proves false, the inquiry must determine whether the notary had a legal duty and reasonable opportunity to identify the falsity.

A document's subsequent classification as forged does not alone prove notarial knowledge or participation. The assessment must consider the document's nature, applicable verification duties, visible warning signs at submission, and the notary's response after learning of irregularities. A notary who appropriately undertook formal checks without reasonable grounds for doubt must be distinguished from someone who deliberately created or used a false document (Natasha et al., 2026).

Conversely, evidence that a notary knew of falsity or deliberately ignored obvious discrepancies may establish a breach of professional duty. Criminal liability requires separate consideration of the constituent elements of a specific offense. The precautionary principle does not oblige notaries to guarantee every assertion; it requires those checks and professional measures reasonably expected in the circumstances.

False documents may have consequences in administrative proceedings and civil-law relationships. The effects on permits, leases, and land rights must be decided by competent bodies or courts applying the relevant legal regimes. Analysis must distinguish consequences for the deed, the parties' underlying transaction, and the administrative instruments issued.

The two decisions concern different forms of alleged falsity. The North Jakarta case involves a deed purportedly recording the participation of persons already deceased, whereas the Padang case involves questioned supporting documents in administrative and land-related transactions. These factual differences determine which professional obligations and legal rules are relevant to a finding of notarial liability. This comparison is analytical rather than an assertion that both judgments established the same type of notarial misconduct. To establish the legal significance of each decision, the relevant operative ruling, proven facts, and judicial reasoning should be read together; any allegation not established in the judgment must remain identified as an allegation.

Notarial Legal Liability for Party Deeds Containing False Statements

Administrative liability concerns violations of the duties and prohibitions attached to the notarial office. The Notary Law regulates those duties, oversight mechanisms, and sanctions for established violations. Notaries must observe the formal requirements for execution and consistently meet their professional obligations. The administrative analysis should identify the specific obligation allegedly breached and connect it to the sanctioning provisions applicable to that breach, rather than assume that every substantive inaccuracy itself constitutes an administrative violation.

Article 16(1) of the Notary Law is central to assessing due diligence. Honesty and care require appropriate verification of appearers' identity, reading and explanation of the deed, and attention to required documents. Where a notary neglects those duties, the competent supervisory body may review the conduct.

An administrative sanction cannot rest solely on an allegation that a deed contains false statements. It must follow a legally authorized procedure and be supported by evidence of a particular breach. The relevant question is not merely whether a false statement appeared, but whether the notary violated an enforceable professional duty.

For a party deed, administrative review should determine whether the notary followed mandatory procedures. Breaches concerning appearance, reading, signature, identity, or documentary requirements may warrant the sanctions permitted by law. By contrast, false information concealed by an appearer without a corresponding failure of professional care does not necessarily establish an administrative offense by the notary (Wati & Bagiastra, 2026).

Civil liability may arise where the notary's act satisfies the requirements of civil responsibility and causes loss. An unlawful act or breach of a relevant duty must be demonstrated together with attributable fault, damages, and a causal link between the conduct and the loss. This assessment should also distinguish a claim directed at the legal transaction from a damages claim premised on the notary's own conduct.

A person harmed by false statements in a party deed must show how the notary's conduct, rather than merely the appearer's statements, contributed to the damage. Not every loss flowing from inaccurate information is caused by a professional breach. Evidence of conduct and causation is therefore essential.

Where the notary is proven to have breached mandatory execution procedures or knowingly recorded circumstances inconsistent with reality, the injured party may pursue compensation if all requirements for civil liability are met. Remedies must be grounded in the specific unlawful conduct and demonstrable harm.

The legal status of the deed and liability for compensation are distinct questions. The validity or evidentiary force of a deed may be challenged without automatically creating a damages claim against the notary. Conversely, professional misconduct may give rise to liability where the legal elements are satisfied. Each issue requires its own analysis (Putry, 2024).

Criminal liability is the most serious form of responsibility because it authorizes penal sanctions. Its application requires careful adherence to criminal-law principles, proof of a defined statutory offense, and individualized assessment of the notary's conduct. In particular, criminal sanctions require identification of the applicable penal provision and proof of every constituent element; professional negligence alone should not be treated as equivalent to intentional falsification.

False declarations by an appearer must be separated from the notary's own actions. An appearer may bear responsibility for knowingly false information, while the notary's criminal liability depends on whether the notary personally committed or participated in criminal conduct. The mere existence of a false deed is insufficient proof of participation.

In assessing criminal liability, intent or another legally prescribed form of culpability must be proven under the elements of the charged offense. Evidence that a notary knew of falsity, fabricated an appearance, or intentionally assisted an unlawful act differs fundamentally from a case in which the notary had no reason to suspect the appearer's assertions.

North Jakarta District Court Decision Number 1362/Pid.B/2019 illustrates why compliance with notarial procedures warrants scrutiny when a deed purports to record the participation of deceased persons. Whether criminal liability follows must be established by the proven facts, statutory elements, and court's reasoning, rather than inferred solely from an irregular document.

The legality principle and the culpability principle must guide criminal responsibility. Punishment may be imposed only for conduct falling within a statutory offense and where the requisite fault is proven. The seriousness of a resulting loss cannot substitute for those legal requirements.

The limits of notarial liability require a distinction between responsibility for a deed's formal validity and responsibility for the substantive truth of appearers' declarations. The notary is required to perform the legally mandated checks, not to guarantee every factual assertion that lies beyond reasonable verification.

Diligence is therefore a key criterion for evaluating professional performance. It encompasses confirming identity and capacity, reviewing supporting documents, ensuring proper attendance and execution, and clarifying apparent inconsistencies. The required level of care should be determined in light of the actual circumstances and relevant professional standards.

Three situations may be distinguished. First, where an appearer supplies false information without the notary's knowledge and there are no reasonable warning signs, primary responsibility for that statement lies with the appearer. Second, where a notary negligently breaches formal duties or ignores inconsistencies discoverable through reasonable checks, administrative or civil responsibility may arise if the relevant elements are satisfied. Third, where a notary knowingly participates in the preparation of a deed recording false circumstances and the conduct constitutes a criminal offense, criminal liability may be imposed through judicial proceedings.

These distinctions establish the need for proportionate liability. Proportionality does not confer immunity on notaries, but prevents the indiscriminate attribution of third-party misconduct to an official whose own fault has not been shown. Fair responsibility must follow the proved act, professional duty, degree of participation, and causal consequences.

The consequences for a party deed containing false statements and the notary's liability must be examined separately, although the inquiries may be connected. One analysis concerns the deed's authentic status, probative force, and underlying legal act; the other concerns the professional's conduct and potential sanctions.

This separation matters because a deed may contain false information even when the notary has not committed an unlawful act. In such cases, liability may principally attach to the appearer, while the validity of the deed or transaction remains subject to its own legal assessment. Conversely, a notary's proven involvement can engage additional legal consequences.

Accordingly, the assessment should address the deed's form, its execution procedures, the source and nature of false statements, the notary's knowledge and diligence, the resulting harm, and the applicable legal provisions. Considering these elements together supports legal certainty, balanced protection, and proportionate accountability.

CONCLUSION

This study concludes that false statements in a party deed may affect its evidentiary force, the validity of the underlying legal transaction, and the interests of injured parties or third parties. Such statements do not, however, automatically deprive the deed of authentic status or render it void by operation of law. Consequences depend on the nature of the breach, compliance with the formal requirements of execution, and the applicable legal framework. It is therefore necessary to distinguish substantive falsity originating in an appearer's statements from formal violations committed during the notarial process.

Notarial liability for a party deed containing false statements depends on statutory authority, professional obligations, the degree of involvement, and provable fault. A notary who has duly observed required procedures cannot automatically be held liable for every false declaration submitted by an appearer. In contrast, proven breaches of professional duty, failures of reasonable diligence, or knowing participation in the recording of false circumstances may give rise to administrative, civil, or criminal liability as the applicable requirements dictate. Liability should thus be proportionate to the established conduct and culpability, protecting both legal certainty and the rights of the parties.

RECOMMENDATIONS

Notaries should consistently apply professional diligence when preparing party deeds, particularly through verification of identity, legal capacity, and documentary completeness, and by clarifying statements or documents that raise reasonable doubts. All mandatory execution procedures should be followed to reduce misuse of authentic deeds and prevent avoidable disputes.

Notarial supervisory bodies and law-enforcement authorities should carefully distinguish the responsibility of appearers for the information supplied from the notary's responsibility as a public official. Investigations and

enforcement decisions should rest on evidence of each person's acts, participation, and fault, thereby protecting the public while maintaining legal certainty and the independence of the notarial office.

REFERENCES

- Borman, M. S. (2019). Kedudukan Notaris Sebagai Pejabat Umum Dalam Perspektif Undang-Undang Jabatan Notaris. *Kedudukan Notaris Sebagai Pejabat Umum Dalam Perspektif Undang-Undang Jabatan Notaris*, 3(1).
- Afriansyah, M. A., Rosmidah, R., & Syamsir, S. (2026). Akibat Hukum Cacat Formil dan Cacat Materiil pada Akta Notaris dalam Pembuktian Hukum di Indonesia. *SENTRI: Jurnal Riset Ilmiah*, 5(3).
- Vilda, N. (2026). Analisis Perlindungan Notaris atas Pemalsuan Akta Berdasarkan Asas Pembenaar dalam Renvoi. *Al-Zayn: Jurnal Ilmu Sosial & Hukum*, 4(3).
- Arifuddin, Q., Riswan, R., HR, M. A., Bulkis, B., Latif, A., Salma, S., & Indah, N. (2025). Metodologi penelitian hukum. PT. Sonpedia Publishing Indonesia.
- Hably, R. U., & Djajaputra, G. (2019). Kewenangan Notaris Dalam Hal Membuat Akta Partij (Contoh Kasus Putusan Mahkamah Agung Nomor: 1003 K/Pid/2015). *Jurnal Hukum Adigama*, 2(2).
- Suyanto, V. S., Innash, A. R., & Sastroadmodjo, S. (2026). Perlindungan Hukum Bagi Notaris Dari Dokumen Palsu Yang Dilakukan Oleh Penghadap. *Notary Law Research*, 7(2), 58–77.
- Wibowo, O. S., Tejakusuma, E. K., & Tondy, M. B. (2025). Kedudukan Akta Notaris Sebagai Akta Otentik Dengan Adanya Keterangan Palsu Yang Tertuang Di Dalam Akta. *JATISWARA*, 40(1).
- Natasha, L. C., Ekoyulio, P. G., Yusuf, M. D. R., Alief, M. M., Sitanggang, M. M., Fadjar, N. A. P., ... & Ginting, Y. P. (2026). Analisis Tanggung Jawab Notaris Atas Dokumen Palsu Atau Tidak Sah. *Jurnal Media Akademik (Jma)*, 4(7).
- Wati, A. T. W., & Bagiastra, I. N. (2026). Tanggung Jawab Notaris Terhadap Akta Yang Tidak Dibacakan Kepada Para Penghadap. *Acta Comitatus: Jurnal Hukum Kenotariatan*, 11(2).
- Putry, D. (2024). Praktek Jual Beli Tanah di Bawah Tangan dan Akibat Hukumnya di Desa Gondai Kecamatan Langgam Kabupaten Pelalawan Riau [Master's thesis, Universitas Islam Sultan Agung].