



Ranah Research:
Journal of Multidisciplinary Research and Development

082170743613 | ranahresearch@gmail.com | <https://jurnal.ranahresearch.com>

E-ISSN: [2655-0865](https://doi.org/10.38035/rrj.v7i2)
DOI: <https://doi.org/10.38035/rrj.v7i2>
<https://creativecommons.org/licenses/by/4.0/>

The Dynamics of Legal Protection For Notaries In Performing Notarial Duties

Rachel Gunawan¹, Benny Djaja², Maman Sudirman³,

¹ Master of Notarial Law, Tarumanagara University, Jakarta, Indonesia, rachelgunawann@gmail.com

² Master of Notarial Law, Tarumanagara University, Jakarta, Indonesia, bennyd@fh.untar.ac.id

³ Master of Notarial Law, Tarumanagara University, Jakarta, Indonesia, m.sudirman321@gmail.com

Corresponding Author: rachelgunawann@gmail.com¹

Abstract: This study examines the problem of the dynamics of legal protection related to the weaknesses of the dual position regulation of Notaries in the Law on Notary Positions, which creates legal uncertainty and potential conflicts of interest. First, the inconsistency between Article 11 paragraph (1) which allows Notaries to take leave while serving as state officials with other articles that require total dismissal creates legal confusion. Differences in interpretation regarding "resigning" and "leaving" cause ambiguity regarding the legal status of Notaries, which can affect legal compliance and potentially lead to abuse. Second, the use of the name and protocol of Notaries who are on leave by their replacements increases the risk of conflicts of interest and public misunderstanding. The public can misunderstand the legal responsibilities between Notaries who are on leave and their replacements, especially if violations or errors occur during the leave period. Therefore, regulatory revisions are needed to ensure legal clarity, professional integrity, and protection for parties involved in notarial services.

Keywords: Dynamics, Legal Protection, Notary Positions

INTRODUCTION

Notaries in carrying out their profession are bound by the legal principles as stipulated in the Consideration Section point b of the Law on Notary Positions which stipulates that in order to guarantee the principles of legal certainty, justice, and benefit, authentic written evidence is needed regarding the circumstances, events or legal acts carried out through certain positions. The thing that needs to be highlighted regarding the principle of legal certainty According to Van Apeldoorn, means something that can be determined by law in concrete matters". Legal certainty is a guarantee that the law is implemented, that those who are entitled according to law can obtain their rights and that decisions can be implemented. Legal certainty is justiciable protection against arbitrary actions which means that someone will be able to obtain something that is expected in a state of providing certainty and protection for individual rights (Habib, Adjie, 2008). Notaries who are identical to special authorities as stipulated in Article 15 of the Law on Notary Positions, namely the authority includes: a) Validating signatures and determining the certainty of the date of private letters

by registering in a special book; b) Recording private letters by registering in a special book; c) Making a copy of the original private letter in the form of a copy that makes a description as written and described in the letter concerned; d) Validating the suitability of the photocopy with the original letter; e) Providing legal counseling in connection with the making of deeds; f) Making deeds related to land; or g) Making auction minutes deeds. Based on this authority, the Notary is obliged to ensure that all legal actions in implementing these regulations provide legal certainty for the parties involved. Especially in the making of authentic deeds made by the Notary must meet the formal and material requirements to guarantee its validity (Ghofur, Abdul, 2009). Theoretically, Based on the theory of attribution authority According to Bagir Manan, that attribution authority exists if the Constitution or Law (in the formal sense) gives an agency with its own power and responsibility (independent) the authority to make/form laws and regulations, The attribution authority that is related to the direct authority granted by the Law in this case the Notary is bound by the duties and authorities in the Law on the Position of Notary. That a Notary based on Article 16 paragraph (1) letter (a) of the Law on Notary Positions in carrying out his/her position, a notary must act in a trustworthy, honest, fair, independent, impartial manner and protect the interests of the parties involved in the legal act. The meaning of "fair" in this article can be interpreted as (careful, precise and careful), in carrying out duties must be careful as well as in getting to know the parties appearing. A notary in carrying out a legal act must always act carefully so that the notary before making a deed, must examine all relevant facts in his/her considerations based on applicable laws (Anshoro, A. 2009). Examining all the completeness and validity of the evidence or documents shown to the notary, as well as hearing the statements or statements of the parties appearing must be done as a basis for consideration to be stated in the deed. If the notary is not careful in examining important facts, it means that the notary is acting carelessly.

Notaries in carrying out their authority must uphold the confidentiality aspect of all legal documents made. The concept of confidentiality. In legal terms, a Notary has an obligation based on Article 16 paragraph (1) letter f of the Law on the Position of Notary, namely: "The obligation of a notary is to keep confidential all matters concerning deeds that have been made by the notary and all information obtained to make a deed in accordance with the promise/oath of office, with the exception if the Law has other provisions." (Habib, Adjie, 2008). This obligation is a Notary's obligation to deny. One purpose of a Notary's obligation to deny is to provide protection to various parties related to the deeds he makes. In terms of the confidentiality of the relationship between the client and the Notary, the Law on the Position of Notary is a strengthening and affirming rule regarding the relationship between the client and the Notary, in which there are several confidential aspects that are not known and are not open to the general public.

Problems arise related to the dynamics of legal protection for Notaries who also hold positions as state officials. Article 3 letter g of the Law on Notary Positions prohibits Notaries from having jobs as state administrators. On the other hand, Article 8 paragraph (1) letter e of the Law on Notary Positions requires Notaries to resign if appointed as state officials. This provision creates inconsistency with Article 11 paragraph (1) of the Law on Notary Positions which allows Notaries to take leave from their positions. This inconsistency creates legal uncertainty, both for Notaries and the community they serve. In addition, a conflict of interest has the potential to occur when a replacement Notary appointed during the leave period uses the name and protocol of the Notary who is on leave. This situation can create a false public perception and open up opportunities for abuse of authority, especially if the replacement commits a violation in carrying out his duties. The ambiguity of this regulation harms the credibility of the Notary profession and creates confusion for the community regarding legal responsibility, especially in the event of an error by the replacement Notary.

METHOD

The normative juridical legal research method is used to analyze the dynamics of legal protection related to the weaknesses of the dual position regulation of Notaries in the Notary Law. A conceptual approach is used to explore the concept of "stopping" and "leaving" in the Notary's position, including its implications for legal certainty, conflicts of interest, and legal responsibility, with reference to the theory of legal certainty. The legal materials used include primary materials such as the Notary Law, implementing regulations, and court decisions, secondary materials in the form of legal literature, journals, and expert opinions, and tertiary materials such as legal dictionaries. Data collection techniques are carried out through document studies of regulations and court decisions, which are analyzed qualitatively to identify regulatory weaknesses, evaluate their impact. The results of this study are expected to provide solutions to increase legal certainty, prevent conflicts of interest, and ensure the professionalism and integrity of the Notary profession, while protecting the rights of the community using notary services.

RESULTS AND DISCUSSION

DYNAMICS OF LEGAL PROTECTION RELATED TO WEAKNESSES IN NOTARY DUAL POSITION REGULATIONS

The dynamics of notarial law in the context of the Law on Notary Positions in Indonesia have several weaknesses in the provisions that can cause confusion and conflict related to the procedures for carrying out duties for Notaries who hold concurrent positions as state administrators. The first weakness, in the Law on Notary Positions which regulates the Difference in Provisions Regarding Concurrent Positions as Article 3 letter g of the Law on Notary Positions that one of the requirements to be appointed as a Notary is not having a job as a state administrator. Furthermore, Article 8 paragraph (1) letter e of the Law on Notary Positions Affirms that a Notary who holds concurrent positions as a state administrator must resign from his position as a Notary and Article 17 paragraph (1) letter d and Article 17 paragraph (2) letter c of the Law on Notary Positions: Affirms the prohibition for Notaries to hold concurrent positions as state officials and provides sanctions for dismissal if they violate this provision (Heriyanti. 2016). Based on the provisions of the Law on Notary Positions above, a Notary who holds a concurrent position as a state administrator must resign from his position. However, Article 11 paragraph (1) of the Law on Notary Positions states that a Notary who is appointed as a state official only needs to take leave, not resign. This raises uncertainty about whether a Notary must actually resign from his position or only take leave. The contradiction in the regulation of dual positions is enacted, especially the Law on Notary Positions arises because of the disharmony in the interpretation and application of provisions relating to the prohibition of dual positions for Notaries (Veronika, N. 2019). Article 3 letter g of the Law on Notary Positions states that the requirement for the appointment of a Notary is not to have another job as a state administrator. This means that from the start, Notaries are required not to hold dual positions as state officials. This provision emphasizes the principle that the Notary profession must be free from other interests that can cause conflicts of interest or external influences on their duties and responsibilities (Habib, Adjie, 2008). Furthermore, Article 8 paragraph (1) letter e of the Law on Notary Positions stipulates that if a Notary becomes a state administrator, he must resign from his position as a Notary. This further emphasizes the prohibition on holding dual positions, where a Notary who holds a public position or is a state official must choose between that position and the profession of Notary and Article 17 paragraph (1) letter d and Article 17 paragraph (2) letter c of the Law on Notary Positions expressly state that Notaries who violate the prohibition on holding dual positions will be subject to administrative sanctions, including dismissal from the position of

Notary. This provision reaffirms the prohibition on holding dual positions by providing clear sanctions for those who violate it. The inconsistency referred to between Article 11 paragraph (1) of the Law on Notary Positions and other provisions in the Law on Notary Positions relates to the prohibition on holding dual positions which provides leniency for Notaries who are appointed as state officials. This article does not directly require dismissal from the position of Notary, but only requires the Notary to take leave from the position of Notary while serving as a state official. In other words, a Notary can still maintain his status as a Notary, as long as he takes leave from the position. Leave has a temporary meaning, where a Notary who is serving as a state official still has the right to return to his duties as a Notary after the leave period ends. Legally, leave provides space for a Notary to continue to hold both positions, even though he is temporarily inactive in the Notary profession. Resignation means that the position must be permanently relinquished. In the context of the Law on the Position of Notary, dismissal means that a Notary is no longer entitled to carry out his duties as a Notary while he is serving as a state official (Habib, Adjie, 2008).

The ambiguity in the provisions of Article 11 paragraph (1) of the Law on Notary Positions which permits leave creates inconsistencies with other articles that regulate the prohibition of holding dual positions, which require total dismissal from the position of Notary if someone is appointed as a state official. Other articles emphasize that dual positions are not permitted, and violations can be subject to sanctions in the form of dismissal. The difference between "leave" and "resign" raises the potential for confusion. In practice, there is ambiguity regarding whether a Notary who is on leave is really not carrying out his duties, or is still considered to have the position of Notary (Mulyoto. 2011). This can cause ambiguity in the implementation of legal provisions and has the potential to create loopholes for dual positions that should not occur. The legal uncertainty referred to here is related to the difference in regulations regarding the status of Notaries who are appointed as state officials, between those regulated in Article 11 paragraph (1) of the Law on Notary Positions which allows Notaries to take leave) and other provisions which require total dismissal if a Notary holds dual positions as a state official. Article 11 paragraph (1) of the Law on Notary Positions allows Notaries who are appointed as state officials to take leave from their position as Notaries. This provides flexibility and allows the possibility that Notaries can still be retained in the position, even if they are not active at the same time. However, the provisions in other articles in the Law on Notary Positions require total dismissal for Notaries who serve as state officials. This means that a Notary who is appointed as a state official must completely relinquish his position as Notary without the option to return. This difference creates legal uncertainty because it is not clear whether Notaries who serve as state officials must really resign or simply take leave. This ambiguity can cause confusion among Notaries and parties involved in the supervision or regulation of the Notary profession. There is no certainty as to whether a Notary who only takes leave is still considered active or passive in his position. This creates room for interpretation that can be misused by Notaries to maintain their position without having to relinquish it completely. This uncertainty can have an impact on Notary's legal compliance. If they are unsure whether they should resign or simply take leave, they may not fully understand their legal obligations, which can affect the integrity of their performance of their duties. If a Notary is only taking leave but remains registered as the holder of the position, a potential conflict of interest may arise. This is especially true if the Notary is involved in actions that exploit their status for personal or business interests that conflict with their duties as a public official or in the use of the protocol and legal responsibilities attached to the Notary position (Mulyoto. 2011). The legal responsibilities attached to the Notary position can add complexity. If the Notary is still registered as a Notary even though they are on leave, they still have legal obligations and responsibilities related to the position, which may conflict with their obligations as a state official. The second weakness, the existence of Conflicts of Interest and Conflicts of Interest as regulated

in Article 25 paragraph (3) of the Law on Notary Positions stipulates that a Notary who takes leave must appoint a replacement to carry out his duties. This replacement will use the protocol and deed head of the Notary who is on leave. Article 32 paragraph (1) of the Law on Notary Positions states that a Notary who is on leave must submit the protocol to a replacement. When a Notary who is appointed as a state official takes leave, they still have the name and authority on the deed head and protocol. This can create a conflict of interest because the public may see a Notary who is on leave as the responsible party, even though they are no longer active in their notary office. This creates the potential for a conflict of interest because the replacement who is carrying out the duties continues to operate under the name of a Notary who should no longer be active in notarial practice.

Article 25 paragraph (3) of the Law on Notary Positions states that a Notary who is on leave is required to appoint a replacement who will carry out his duties while he is inactive. This replacement will act on behalf of the Notary who is on leave, using all protocols and deed heads that previously belonged to the Notary. This replacement is responsible for carrying out the duties normally performed by the Notary. Although the Notary who is on leave is no longer actively present in practice, the replacement must replace the Notary's function and authority in making notarial deeds and documents. This replacement is formally responsible for every deed made while the Notary is on leave, even though he is acting on behalf of the Notary who is inactive. Article 32 paragraph (1) of the Law on Notary Positions requires a Notary who is on leave to submit a protocol to his replacement. A protocol is a document containing official records used in making notarial deeds. This protocol is very important because it is valid evidence and reference in every legal transaction carried out by a Notary. The protocol contains all records of deeds that have been made, and by handing over the protocol to the substitute, the Notary on leave ensures that the substitute has full access to carry out the necessary notarial duties. The substitute will use the protocol in carrying out his duties, such as making new deeds, making legal agreements, or other notarial activities that require official records.

The appointed substitute must act with full responsibility, ensuring that all duties usually carried out by the Notary can be carried out properly while the Notary is on leave. A substitute who carries out duties using the protocol and deed head owned by the Notary on leave creates the impression that the duties are still carried out by the Notary recorded in the document, even though the substitute is actually carrying out the duties (Mulyoto. 2011). This arrangement allows the notarial practice to continue without interruption, because the substitute has the authority to carry out the same duties as the Notary on leave, although with limited responsibilities during the leave period.

When a Notary who is also appointed as a state official takes leave, even though he is not physically active in notarial practice, his name and authority are still recorded in the protocol and deed head that are usually used in making deeds. The protocol and deed head serve as official documents that record every legal action taken by the Notary. Therefore, even though the Notary concerned is no longer active in practice, the appointed substitute continues to use the name and authority of the Notary to perform notarial duties. The public or other parties dealing with notarial deeds are not always aware that the Notary listed in the protocol and deed head is on leave. Therefore, they may assume that the Notary listed in the document is still active and fully responsible for the deeds made. This confusion has the potential to cause misunderstandings regarding who is actually responsible for the validity of the document or deed made, because the Notary listed in the deed is no longer active, but his name is still associated with the deeds produced.

A conflict of interest arises because, even though the appointed substitute carries out notarial duties during the Notary who is on leave, they still act on behalf of the Notary who is on leave. In the public's view, the Notary who is on leave may still be considered the responsible party, even though in reality, the substitute is the one carrying out the duties. The

substitute acting on behalf of the Notary who is on leave may feel bound to maintain the standards and reputation of the Notary listed in the document. However, the substitute may also have different views and policies in carrying out his duties, which can cause a discrepancy with the policies of the Notary who is on leave. This creates a potential conflict between the substitute and the Notary who is on leave. The substitute may be forced to follow the protocols set by the Notary who is on leave, even though he may have a different understanding of how to carry out notarial duties. In this situation, the substitute may feel that he must operate within a larger or different authority framework than he considers appropriate for his duties.

The confusion that occurs can be detrimental to parties who need clarity regarding who is responsible for the deed made. If an error or legal problem occurs, they may find it difficult to determine who should be held accountable, whether the Notary who is on leave or the replacement who is carrying out the task (Putri A.R. 2011). Unclear Legal Responsibility: In the event of an error or legal dispute related to the deed, inaccuracy in designating legal responsibility can result in a decrease in the integrity and credibility of the notary profession. If the public does not understand that the Notary listed in the deed is actually inactive, then misguided accusations of unprofessionalism can arise. The third weakness is the dilemma regarding the legal and ethical aspects of the Notary's position which causes uncertainty regarding the difference between "stopping" and "taking leave" can cause legal and ethical problems for Notaries. This difference can confuse Notaries in determining appropriate actions and complying with regulations. The use of the name and protocol of the Notary who is on leave by the replacement can result in the wrong public perception and conflict of interest, especially if the Notary who is on leave is still considered responsible. The difference between the terms "resign" and "leave" in the regulation of the Notary's position creates uncertainty. "Resign" refers to the total cessation of the Notary's position, so that all legal and administrative responsibilities end (Eudea Adeli Arsy, et al. 2021). "Leave" means temporarily not carrying out duties as a Notary, but his name and authority are still listed on the protocol and official documents. Confusion for Notaries: This ambiguity can make Notaries confused in determining the correct actions to comply with regulations, especially if they are appointed as state officials. When a Notary takes leave, the appointed replacement continues to use the name and protocol of the Notary who is on leave. This has the potential to create a false public perception, because the public may assume that a Notary who is on leave remains fully responsible for the deeds and services issued. In the event of an error or violation during the leave period, the public may demand accountability for the Notary who is on leave, even though daily operations are carried out by a replacement. A Notary who is on leave remains legally and morally connected to the protocols and deeds issued in his name. The replacement may have a different way of working or interpretation of the law. A substitute's mistake could have a negative impact on the reputation of the Notary on leave.

LEGAL PROTECTION IN NOTARY'S LIABILITY IN CARRYING OUT HIS OFFICE

Legally, legal protection for Notaries in carrying out their duties and authorities for the sake of implementing service functions and achieving legal certainty in providing services to the community, has been regulated in Article 1 number 1 of the Law on Notary Positions which states "Notaries are public officials who are authorized to make authentic deeds and have other authorities as referred to in this law or based on other laws." Notaries are said to be public officials because Notaries are appointed and dismissed by the government but cannot be equated with civil servants, the difference is that notaries are government employees but are not immediately paid by the government.

Theoretically, criminal liability is subject to criminal sanctions, administrative liability is subject to administrative sanctions, while civil liability is subject to civil sanctions.

This is a consequence of the violations or negligence committed by Notaries in the process of making authentic deeds. that this responsibility arises as a result of the authority held by the community. Authority is a legal action that is regulated and given to a position based on applicable laws and regulations that regulate the position concerned. Each authority has limitations, as stated in the laws and regulations that regulate it.

First, Criminally, Notaries in carrying out their obligations are required to avoid Notarial acts that can be punished, the elements of which are expressly formulated by law, the Notary's actions are contrary to the law, and there must be an error from the Notary. Errors or negligence in the criminal sense include elements contrary to the law (Heriyanti. 2016). Notaries cannot be separated from deviant acts. Because a Notary is still an ordinary human being who is not free from mistakes. Notaries must be ready to face if at any time they are made a party involved in a criminal case when there is a strong suspicion of involvement and even become the perpetrator of the original crime resulting from the legal product they made. Therefore, as a result of the legal product they made being involved in a case both in the field of criminal law, the notary has been named a suspect, defendant and convicted. Notaries can impose sanctions on Notaries who violate Article 16 paragraph (1) letter f of the Law on Notary Positions regarding this obligation to renege, which is contained in Article 16 paragraph (11) of the Law on Notary Positions, where the sanctions can be in the form of dishonorable dismissal, honorable dismissal, temporary dismissal, and written warnings. The sanctions mentioned in Article 16 paragraph (11) of the Law on Notary Positions are intended so that Notaries can carry out their positions in accordance with the notary code of ethics and the Law on Notary Positions so that Notaries in carrying out their positions are expected to be more careful. Second, Civil Problems that are often experienced by Notaries regarding the Notary's civil liability related to the confidentiality of the deeds they make are an important aspect in legal practice. Based on Law Number 2 of 2014 concerning the Position of Notary, there are several administrative sanctions that can be imposed on Notaries, such as written warnings, temporary dismissal, honorable dismissal, and dishonorable dismissal (Article 16 paragraph 1 of the Law concerning the Position of Notary). However, in addition to administrative sanctions, Notaries can also face civil liability if a violation occurs that causes losses to other parties.

Notaries are required to maintain the confidentiality of the deeds they make and may not disclose the information without permission or a valid legal reason. This obligation is regulated in the basic principles of Notary ethics and the Notary Law. Violation of the obligation to maintain confidentiality can be subject to administrative sanctions, but this does not replace civil liability (Kunni Afifah. 2017). If the confidentiality of the deed is not maintained properly and results in losses for a third party (for example, if the information in the deed is misused), the Notary can be held civilly liable. This is related to the basic principle of civil law where the party causing the loss must be responsible for replacing the loss. In cases where the confidentiality of the deed is misused by the Notary's employees or other parties, the Notary can be subject to an obligation to replace the losses suffered by the party who feels aggrieved. This includes material or immaterial returns (for example, restoration of a good name or compensation for financial losses). Notaries can suffer losses due to the actions of their employees, they remain responsible for the actions and omissions that occur in their practice. If the Notary's workers or staff abuse the confidentiality of the deed, the Notary may be held civilly liable if a third party is harmed. The Notary must ensure that the deed management and storage system is strictly implemented to prevent misuse and information leakage. These efforts include staff training, internal supervision, and adequate security procedures (Maureen Turangan. (2015). The aggrieved party can file a civil lawsuit against the Notary if there is misuse or violation of the confidentiality of the deed. The court will assess whether there is a violation of legal obligations and whether the losses incurred can be directly linked to the actions or negligence of the Notary. The judge can decide to

provide compensation or recovery in the form of material and immaterial, depending on the type and extent of the loss suffered by the third party.

Third, Administratively, in order to avoid administrative sanctions, at least the Notary is guided by the Law on the Position of Notary and laws and regulations and the Notary Code of Ethics in making authentic deeds (Maureen Turangan. (2015). Notaries who are subject to administrative sanctions in the form of temporary suspension can be imposed when the Notary is involved as regulated in Article 9 paragraph (1) of the Law on the Position of Notary that the Notary is temporarily suspended from his position because: in the process of bankruptcy or postponement of debt payment obligations; is under guardianship; commits a disgraceful act; committing violations of the obligations and prohibitions of the position and the code of ethics of Notaries; or are currently serving a period of detention.

Notaries before temporary suspension are given the opportunity to defend themselves before the Supervisory Board in stages. Furthermore, Notaries who are temporarily suspended are sentenced for a period of 3 (three) months to 6 (six) months as stipulated in Article 7 paragraph (1) of Permenkumham No. 61 of 2016. The provisions of Article 7 paragraph (2) of Permenkumham No. 61 of 2016 state that in the decision on temporary suspension, the Central Notary Supervisory Board determines the obligations that must be fulfilled by Notaries during the period of temporary suspension. Furthermore, in the provisions of Article 7 paragraph (3) of Permenkumham No. 61 of 2016, when the period of temporary suspension has ended and the Notary has not yet carried out his/her obligations as referred to in paragraph (2), the Central Notary Supervisory Board may propose to the Minister in the form of honorable dismissal or b. dishonorable dismissal.

CONCLUSION

Notaries have legal protection according to Article 1 number 1 of the Law on the Position of Notaries which states that Notaries as public officials are authorized to make authentic deeds. However, responsibilities are attached to this position, including criminal, civil, and administrative, due to violations or negligence in carrying out their duties. In the criminal aspect, Notaries can be subject to sanctions if proven to have committed unlawful acts, including violations of job obligations. In the civil realm, Notaries are responsible for maintaining the confidentiality of deeds; negligence can result in a lawsuit for damages from the injured party. Administratively, sanctions such as temporary or permanent dismissal are regulated by the Law on the Position of Notaries and related regulations. Through regulations and codes of ethics, Notaries are expected to carry out their duties carefully for the sake of legal certainty, protecting the rights of the community, and avoiding legal consequences that are detrimental to all parties.

The dynamics of legal protection related to dual notary positions reflect the weaknesses of the regulations in the Law on the Position of Notaries. Article 3 letter g of the Law on Notary Positions prohibits notaries from having jobs as state administrators, while Article 8 paragraph (1) letter e of the Law on Notary Positions requires notaries to resign if appointed as state officials. However, Article 11 paragraph (1) of the Law on Notary Positions permits notaries to take leave, creating legal uncertainty. Conflicts of interest also arise, especially when the replacement uses the name and protocol of the notary who is on leave. This has the potential to create a false public perception and conflict of responsibility. The inconsistency between "resigning" and "taking leave" complicates the understanding of the law, affects notary compliance, and opens up opportunities for abuse. This regulatory ambiguity harms the credibility of the notary profession and triggers confusion for the public regarding legal responsibility, especially if there is an error in the performance of duties by the replacement.

REFERENCE

- Afifah, K. (2017). Tanggung Jawab dan Perlindungan Hukum bagi Notaris secara Perdata Terhadap Akta yang Dibuatnya. *Jurnal Lex Renaissance*, 2(1),
- Anshoro, A. *Lembaga Kenotariatan Indonesia; Perspektif Hukum dan Etika*. Yogyakarta: UII Press, 2009
- EudeaAdeli Arsy,dkk. (2021). Tanggung Jawab Notaris Terhadap Akta Yang Cacat Hukum Dan Tidak Sesuai Dengan Ketentuan Pembuatan Akta Dalam UndangUndang Jabatan Notaris, *Jurnal Bina Mulia Hukum*, 6(1).
- Ghofur, Abdul, *Lembaga Kenotariatan Indonesia*, UII Press, Yogyakarta, 2009,
- Habib, Adjie, *Sanksi Perdata dan Administratif Terhadap Notaris Sebagai Pejabat Publik*, Refika Aditama, Bandung, 2008,
- Heriyanti. (2016). Perlindungan Hukum Terhadap Notaris Yang Terindikasi Tindak Pidana Pembuatan Akta Otentik, *Jurnal Yustisia*, 5 (2).
- Kunni Afifah. (2017). Tanggung Jawab dan Perlindungan Hukum Bagi Notaris Secara Perdata Terhadap Akta Yang Dibuatnya. *Jurnal Lex Renaissance*, 2 (1).
- Maureen Turangan. (2015). Tanggungjawab Hukum Pejabat Notaris Terhadap Akta Yang Diterbitkan. *Lex Privatum*, 3(3).
- Mulyoto. *Kriminalisasi Notaris dalam Pembuatan Akta Perseroan Terbatas*. Cakrawala Media, Yogyakarta, 2011.
- Putri A.R. *Perlindungan Hukum Terhadap Notaris: Indikator Tugas-Tugas Jabatan Notaris yang Berimplikasi Perbuatan Pidana*, PT. Softmedia. Jakarta, 2011.
- Veronika, N. (2019). Bentuk Perlindungan Hukum Terhadap Pejabat Pembuat Akta Tanah (Ppat) Pasca Perubahan Pasal 66 Undang-Undang Republik Indonesia No.2 Tahun 2014 Tentang Jabatan Notaris (Studi Putusan Mpd No. 57/Um/Mpd/Kab.Bogor/V/2018). *Indonesian Notary Jurnal*, 1(4).