

Pertanggungjawaban notaris terhadap akta yang dibuatnya ketika terjadi sengketa pada pengadilan (studi kasus putusan pengadilan negeri kepanjen No 117/ Pdt. G/ 2011/ PN. KPJ. tanggal 17 Oktober 2011) = Responsibility of the notary toward the deed which he has made in case made in case of dispute in the court of law (a study on court decision No 117/ Pdt .G/2011/ PN.KPJ dated of October 17, 2011

Amazia Fetriansjah Kusumaningtyas, author

Deskripsi Lengkap: <https://lib.ui.ac.id/detail?id=20389113&lokasi=lokal>

Abstrak

[ABSTRAK

Pasal 15 ayat 1 Undang-undang No 2 Tahun 2014 jelas disebutkan bahwa akta Notaris merupakan akta otentik yang memiliki kekuatan pembuktian yang sempurna. Namun dalam kenyataannya akta Notaris dapat juga dibatalkan di pengadilan. Jika dikemudian hari timbul gugatan atau ada pihak yang menyangkal isi perjanjian yang telah dibuat, diharapkan bisa diselesaikan dengan cara kekeluargaan, namun apabila tidak mencapai kesepakatan, demi keadilan dapat mengajukan upaya hukum. Upaya hukum yang dimaksudkan adalah pengajuan perkara atau gugatan ke Pengadilan Negeri setempat. Atas dasar hal tersebut muncul permasalahan antara lain Apakah notaris sebagai Pejabat Umum yang membuat akta sesuai syarat formil ditinjau dari Undang-Undang Republik Indonesia Nomor 2 Tahun 2014 Tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris mempunyai perlindungan hukum atas akta yang dibuatnya ? Dan Apakah putusan pengadilan dapat membatalkan akta persetujuan membuka kredit nomor 118 tanggal 30 November 2009 yang dibuat oleh notaris H. Subandi,S.H berdasarkan putusan Pengadilan Negeri No 117/Pdt.G/2011/PN.KPJ, tanggal 17 Oktober 2011? Dalam menjawab pertanyaan tersebut penulis melakukan penelitian dengan menggunakan metode penelitian, pendekatan yuridis normatif dengan menggunakan penelitian deskriptif analitis, serta menggunakan sumber data sekunder kemudian didapat hasil penelitian bahwa Perlindungan hukum terhadap notaris yang dijadikan turut tergugat hanya bertanggung jawab atas syarat formil suatu pembuatan akta. Akibat hukum dari putusan pengadilan yang dijatuhkan oleh Pengadilan terhadap Notaris bahwa notaris tidak dapat dikatakan telah melakukan pelanggaran terhadap pembuatan akta perjanjian tersebut, karena apa yang dituangkan dalam suatu akta notaris adalah kehendak dari para pihak. Dalam kasus putusan Pengadilan Negeri Kepanjen nomor 117/Pdt.G/2011/PN.KPJ, tanggal 17 Oktober 2011, Notaris tidak dapat dipersalahkan karena Notaris dalam membuat akta persetujuan kredit telah memenuhi syarat-syarat formil dan materil pembuatan akta, sehingga putusan pengadilan tidak dapat membatalkan akta notaris.

<hr>

ABSTRACT

Article 15 (1) Law of Republic Indonesia No 2 of 2014 Amendments Act No. 30 of 2004 clearly mentioned that the notarial deed is authentic act which certainly has probative force perfect, but in reality notarial deed can also be canceled in court. If the claim arises in the future, or there are those who deny that the agreement has been made, is expected to be completed by way of the family, but if it does not reach an agreement for the sake of justice may file legal action.

Remedies are intended litigation or lawsuit to the District Court on the basis that problems arise, among others, Whether the issue arises as a notary as a public official who made the appropriate deed formal requirements in terms of the Law of the Republic of Indonesia No. 2 of 2014 Amendments Act No. 30 of 2004 on notary office has the legal protection of the deed he made no 118 dated 30 November 2009 ? And Whether the court's decision to invalidate a deed no 118 dated 30 November 2009 made by a notary, H. Subandi, S.H. in associated with the decision of the district court Kepanjen 117/Pdt.G/2011/PN.KPJ, date of October 17, 2011? In answering these questions the authors conducted a research study using normative juridical approach using descriptive analytical research, as well as the use of secondary data sources and then obtained the results of research that legal protection against the notary who made co-defendant was only responsible for a formal deed. Legal effect of the court decision handed down by the Court to the notary that the notary can not be said to have violated the agreement deed, because what is stated in a notarial deed is the will of the parties.

In case the decision of the district court Kepanjen number

117/Pdt.G/2011/PN.KPJ, date of October 17, 2011, notary could not be

prosecuted because he has fulfilled the terms of the formal and material deed, so

that the court can not annul the decision of the notarial deed.;Article 15 (1) Law of Republic Indonesia No 2 of 2014 Amendments Act No. 30

of 2004 clearly mentioned that the notarial deed is authentic act which certainly has probative force perfect, but in reality notarial deed can also be canceled in court. If the claim arises in the future, or there are those who deny that the agreement has been made, is expected to be completed by way of the family, but if it does not reach an agreement for the sake of justice may file legal action.

Remedies are intended litigation or lawsuit to the District Court on the basis that problems arise, among others, Whether the issue arises as a notary as a public official who made the appropriate deed formal requirements in terms of the Law of the Republic of Indonesia No. 2 of 2014 Amendments Act No. 30 of 2004 on notary office has the legal protection of the deed he made no 118 dated 30 November 2009 ? And Whether the court's decision to invalidate a deed no 118 dated 30 November 2009 made by a notary, H. Subandi, S.H. in associated with the decision of the district court Kepanjen 117/Pdt.G/2011/PN.KPJ, date of October 17, 2011? In answering these questions the authors conducted a research study using normative juridical approach using descriptive analytical research, as

well as the use of secondary data sources and then obtained the results of research that legal protection against the notary who made co-defendant was only responsible for a formal deed. Legal effect of the court decision handed down by the Court to the notary that the notary can not be said to have violated the agreement deed, because what is stated in a notarial deed is the will of the parties. In case the decision of the district court Kepanjen number 117/Pdt.G/2011/PN.KPJ, date of October 17, 2011, notary could not be prosecuted because he has fulfilled the terms of the formal and material deed, so that the court can not annul the decision of the notarial deed., Article 15 (1) Law of Republic Indonesia No 2 of 2014 Amendments Act No. 30 of 2004 clearly mentioned that the notarial deed is authentic act which certainly has probative force perfect, but in reality notarial deed can also be canceled in court. If the claim arises in the future, or there are those who deny that the agreement has been made, is expected to be completed by way of the family, but if it does not reach an agreement for the sake of justice may file legal action. Remedies are intended litigation or lawsuit to the District Court on the basis that problems arise, among others, Whether the issue arises as a notary as a public official who made the appropriate deed formal requirements in terms of the Law of the Republic of Indonesia No. 2 of 2014 Amendments Act No. 30 of 2004 on notary office has the legal protection of the deed he made no 118 dated 30 November 2009 ? And Whether the court's decision to invalidate a deed no 118 dated 30 November 2009 made by a notary, H. Subandi, S.H. in associated with the decision of the district court Kepanjen 117/Pdt.G/2011/PN.KPJ, date of October 17, 2011? In answering these questions the authors conducted a research study using normative juridical approach using descriptive analytical research, as well as the use of secondary data sources and then obtained the results of research that legal protection against the notary who made co-defendant was only responsible for a formal deed. Legal effect of the court decision handed down by the Court to the notary that the notary can not be said to have violated the agreement deed, because what is stated in a notarial deed is the will of the parties. In case the decision of the district court Kepanjen number 117/Pdt.G/2011/PN.KPJ, date of October 17, 2011, notary could not be prosecuted because he has fulfilled the terms of the formal and material deed, so that the court can not annul the decision of the notarial deed.]