

Pelanggaran jabatan notaris dalam membuat salinan akta keterangan penetapan risalah rapat (studi kasus putusan majelis pengawas pusat notaris Nomor : 01/B/Mj.PPN/V/2013) = The breach of notary duty in regards to the making copies of the deed of description of the determination of minutes of meeting (case study of the notary central supervisory council decree No. 01/B/Mj.PPN/V/ 2013)

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Abstrak

[ABSTRAK

Notaris sebagai pejabat umum yang berwenang membuat akta otentik, dapat dibebani tanggung jawab atas perbuatannya sehubungan dengan pekerjaannya dalam pembuatan akta. Kelalaian dalam pembuatan suatu akta otentik yang dilakukan oleh seorang Notaris dapat menyebabkan akta itu kehilangan keotentikannya dan hanya akan menjadi akta di bawah tangan jika ditandatangani oleh para pihak dalam akta tersebut. Jika di kemudian hari terdapat masalah atas akta itu dan para pihak yang membuat akta itu merasa dirugikan atas kelalaian Notaris tersebut, mereka berhak menuntut ganti rugi kepada Notaris yang bersangkutan. Salah satu contoh pelanggaran yang dilakukan Notaris dalam menjalankan jabatannya adalah pelanggaran dalam hal pembuatan akta diantaranya adalah membuat salinan akta yang berbeda isinya dengan akta aslinya. Pelanggaran tersebut dapat dilihat dalam kasus pelanggaran yang dilakukan oleh Notaris Y, sebagaimana ternyata dalam Putusan Majelis Pengawas Pusat Notaris tanggal 19 Juni 2013 Nomor 01/B/Tvfj.PPNN/2013. Dari hasil penelitian ini, menunjukkan bahwa Notaris dalam menjalankan tugas jabatannya harus berpegang teguh pada Asas-Asas Pelaksanaan Tugas Jabatan Notaris yang terutama pada Asas Kecermatan dan Asas Profesionalitas dimana Notaris dituntut harus bersikap lebih seksama dan teliti lagi dalam menjalankan tugasnya agar akta yang dihasilkannya tidak kehilangan keotentikannya.

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ABSTRACT

Notary as public official, who receives licensing to notarize authentic deed is liable for any action conducted during his duty in deed preparations. A document will lose its authenticity and will be considered as only a private deed which signed by the parties to the deed is bound by the agreements within if there is any negligence performed by the Notary when notarizing the document. The undersigned parties reserve a right to claim for indemnity if there are any problems arise in the future and the parties are injured. The injured parties are allowed to claim for indemnity on the damage caused. An example on breach of law by a Notary during a deed preparation, is making copies of the deed which

has different contents with its original deed. The breach can be found in a study case of breach by a Notary Y, in the Notary Central Supervisory Council Decree No. 01/B/IvIj.PPN/VI2013 dated on 19 June 2013. Based on the case researche4 it is found that in performing his/her duty, a Notary shall hold unto the Principle of the Notary Duty Implementation, specifically on these principles: Diligence Principle and Professionalism Principle, where a Notary is expected to be more careful and thorough while performing hiVher duty to avoid a preparation of nonauthenticated deed.;Notary as public offiicial, who receives licensing to notarize authentic dee4 is liable for any action conducted during hiVtrer duty in deed preparations. A document will lose its authenticity and will be considered as only a private deed which signed by the parties to the deed is bound by the agreements within if there is any negligence performed by the Notary when notarizing the document. The undersigned parties reserve a right to claim for indemnlty if there are any problems arise in the future and the parties are injured. The injured parties are allowed to claim for indemnity on the damage caused. An example on breach of law by a Notary during a deed preparation, is making copies of the deed which has different contents with its original deed. The breach can be found in a study case of breach by a Notary Y, in the Notary Central Supervisory Council Decree No. 01/B/IvIj.PPN/VI2013 dated on 19 June 2013. Based on the case researche4 it is found that in performing his/her duty, a Notary shall hold unto the Principle of the Notary Duty Implementation, specifically on these principles: Diligence Principle and Professionalism Principle, where a Notary is expected to be more careful and thorough while performing hiVher duty to avoid a preparation of nonauthenticated deed., Notary as public offiicial, who receives licensing to notarize authentic dee4 is liable for any action conducted during hiVtrer duty in deed preparations. A document will lose its authenticity and will be considered as only a private deed which signed by the parties to the deed is bound by the agreements within if there is any negligence performed by the Notary when notarizing the document. The undersigned parties reserve a right to claim for indemnlty if there are any problems arise in the future and the parties are injured. The injured parties are allowed to claim for indemnity on the damage caused. An example on breach of law by a Notary during a deed preparation, is making copies of the deed which has different contents with its original deed. The breach can be found in a study case of breach by a Notary Y, in the Notary Central Supervisory Council Decree No. 01/B/IvIj.PPN/VI2013 dated on 19 June 2013. Based on the case researche4 it is found that in performing his/her duty, a Notary shall hold unto the Principle of the Notary Duty Implementation, specifically on these principles: Diligence Principle and Professionalism Principle, where a Notary is expected to be more careful and thorough while performing hiVher duty to avoid a preparation of nonauthenticated deed.]