

## **The Meaning and Limitations of a Notary's Obligation in Safeguarding the Interests of the Parties in Legal Acts from the Perspective of Legal Certainty**

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### **Abstract**

*This research aims to the meaning and limitations of a notary's obligation to "safeguard the interests of the parties involved in legal acts" as stipulated in Article 16 paragraph (1) letter a of the Indonesian Notary Position Act. This provision raises ambiguity or lack of clarity due to the insufficient explanation in the law, particularly regarding the phrase "safeguard the interests of the parties." Using a normative juridical research method with a legislative and conceptual approach, with legal materials consisting of primary and secondary legal sources to be analyzed through grammatical interpretation, this study explores the extent to which notaries are required to act neutrally, faithfully, and independently in carrying out their duties. The research finds that the ambiguity of the provision may lead to varying interpretations among notaries, which in turn affects the consistency of the law's application in practice. There is a need for more detailed or explicit guidance in the law to avoid multiple interpretations that could trigger ambiguity in the performance of a notary's duties. This study emphasizes the importance of reformulating the legal provisions to ensure that the notary's obligations in safeguarding the interests of the parties involved are clearer, thereby ensuring legal certainty and protection for all parties involved in legal acts.*

**Keywords:** *Notary, Limitations of a Notary's Obligations, Legal Certainty*

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## **INTRODUCTION**

As a rule-of-law state, one of the main functions of the government is to ensure the protection, certainty, and order of the law in order to achieve justice. These three aspects require tangible evidence in society, as legal subjects, to establish their rights and obligations (Mahfuz, 2020). Indonesia, as a law-based state (*rechtsstaat*), places the implementation of the law as an important responsibility of the government. Therefore, the government has a strong commitment to building a robust legal system, particularly in providing basic legal services to meet the needs of society (Anshori, 2009). This reflects the tangible role of the state in protecting and guaranteeing the rights of its citizens (Karsayuda et al., 2023). To this end, the government establishes legal professions to assist individuals who have a limited understanding of the legal procedures that must be followed in resolving issues. This initiative aims to raise legal awareness among citizens and relevant parties. One such legal profession established as part of this effort is the notary, who plays a crucial role as a public official in providing legal certainty for agreements, both between individuals and between individuals and legal entities (Adjie, 2008).

The existence of notaries as a legally recognized profession is crucial to ensuring legal protection and certainty in society (Marpaung, 2019). This is reflected in the legislation that regulates the profession and office of notaries, specifically in Law Number 30 of 2004 concerning the Notary Position (hereinafter referred to as the Notary Law) and Law Number 2 of 2014 amending Law Number 30 of 2004 concerning the Notary Position (hereinafter referred to as the Amended Notary Law). The provisions concerning notaries are regulated in Article 1, paragraph 1, which states: "A notary is a public official authorized to execute authentic deeds and possesses other authorities as stipulated in this Law or other laws." Therefore, the office of

a notary can be considered an honorable position granted by the state in an attributive manner through legislation (Gotama et al., 2023).

Based on the definition of a notary, the role of the notary is essential in the creation of authentic deeds. Referring to the provisions of Article 15 of the Amended Notary Law (UUJN-P), which grants notaries the authority to execute authentic deeds concerning all “acts, agreements, and determinations required by statutory regulations or matters requested by the interested parties to be documented in an authentic deed.” In addition, throughout the process of creating a deed, the notary is authorized to “certify the date of the deed, store the deed, and provide the original, copies, and extracts of the deed” (Iryadi, 2020). The creation or authentication of a deed by or before a notary is not merely an obligation prescribed by law but also a necessity demanded by the parties to protect their rights and obligations, as well as the interests of the broader public. In performing their duties, notaries must carry out their roles in accordance with the responsibilities and obligations set forth in the Notary Position Law and the Notary Code of Ethics (Rifa'i & Iftitah, 2018) (Rifa'i & Iftitah, 2018).

Every profession entrusted with authority is accompanied by duties that must be fulfilled, including the important role of the notary (Rifiana et al., 2022). The notary's obligations in carrying out their duties are regulated in Article 16 of Law Number 2 of 2014, which amends Law Number 30 of 2004 concerning the Notary Position. One of the fundamental obligations is outlined in Article 16, paragraph (1) letter a, which requires the notary to act with trustworthiness, honesty, accuracy, independence, and impartiality, and to safeguard the interests of the parties involved in every legal act performed. The obligation to act with integrity and impartiality is aimed at ensuring legal certainty and protection for all parties who entrust their legal actions to the notary (Amilia & Yusa, 2021). Therefore, a notary functions not only as a recorder but also as a guardian of justice and legal certainty, supporting legal order in society within the realm of civil law. A notary is also bound by a Code of Ethics established by the organization known as the Indonesian Notary Association (INI). The Notary Code of Ethics is based on sociopsychological, moral, and practical foundations, which have been set to regulate the duties and exceptions to the matters that must be followed and adhered to by members of the association (Prasetyawati & Prananingtyas, 2022). Article 3, paragraph 4 of the Notary Code of Ethics further stipulates that a notary must conduct their office with “honesty, independence, impartiality, trustworthiness, diligence, and a sense of responsibility, in accordance with the applicable laws and the oath of office of the notary”.

The establishment of regulations for the notary office aims to ensure that this profession is carried out with high motivation, focusing on intellectual competence, and prioritizing rational and critical arguments. Furthermore, notaries are expected to uphold high moral values and act in accordance with the authority granted by the Notary Position Law (Sabda & Wisanjaya, 2023). The existence of the Notary Position Law and the Notary Code of Ethics is intended to protect the interests of the public and ensure that notaries perform their duties with integrity so that each action of the notary can be morally accountable and in compliance with the applicable legal regulations (Koto, 2022). The notary office is a position of trust, requiring notaries to act with integrity in carrying out their duties. As a legal profession, notaries are considered an *Officium Nobile* or a noble profession.

The position of the notary is based on the trust between the notary and the parties who use their services (Notodisoerjo, 1982). This is in line with the notary's obligations as specifically regulated in Article 16 of the Notary Position Law, particularly in the context of this article, which is outlined in Article 16, paragraph (1), letter a, stating: “The notary is required to act with trustworthiness, honesty, accuracy, independence, impartiality, and safeguard the interests of the parties involved in legal acts.” The notary's obligation, especially in the phrase "safeguard the interests of the parties involved in legal acts," requires clarification. This provision must be

carried out by the notary as a holder of a noble profession and should not contradict the law; however, no further explanation is provided regarding this article. It is crucial to provide detailed explanations regarding the limitations of the notary's obligation to safeguard the interests of the parties involved. This is because there is no further clarification on what specific "interests" the notary must keep confidential, and to what extent such confidentiality must be maintained, and there are no limitations defining the meaning of the obligation to safeguard interests within the Notary Position Law. As a result, this ambiguity may lead to differing views or interpretations among notaries. This has led to situations where many notaries, often unconsciously, fail to safeguard the interests of the parties, even though such failure may occur unintentionally.

Furthermore, the phrase "safeguard the interests of the parties involved in legal acts" does not provide an explanation regarding the limitations or meaning of "safeguarding the interests of the parties." This lack of clarification leads to independent interpretations by notaries, as the meaning of the phrase "safeguarding the interests of the parties" can be very broad and vary from one individual to another. The Notary Position Law should provide examples and further explanations or criteria regarding the flexible nature of "safeguarding the interests of the parties." Although the Notary Position Law does not offer additional clarification on this phrase, it may have been considered "self-evident," but, on the contrary, it is not. Based on this, the purpose of this study is to examine and interpret the notary's obligation in Article 16, paragraph (1), letter a of the Notary Position Law, in relation to the meaning of "safeguarding the interests of the parties."

This is because it is still unclear whether the law is precise or suffers from legal indeterminacy, particularly in the phrase "safeguard the interests of the parties involved in legal acts." The problem that arises when there are vague norms in regulation is the legal issue where the law cannot be precisely determined, which may lead to ambiguity or vagueness (Klatt, 2008). The occurrence of incomplete legal norms, where there is regulation but it causes confusion, double interpretations, and inconsistency in the application of the rule, particularly for those in the profession who are bound and obligated to comply with the Notary Position Law (UUJN) and the Notary Code of Ethics. Since there has been no further explanation provided regarding the boundaries of safeguarding the interests of the involved parties, this raises subsequent questions about who can determine whether a notary has failed to safeguard the interests of the parties, especially when the Notary Position Law itself does not provide clear boundaries or meaning. Without such clarification, it is unclear when a notary can be categorized as failing to safeguard the interests of the parties, which could lead to sanctions for violating the Notary Position Law.

A previous study conducted by (Sofiana, 2020) showed that the legal criteria for impartiality in a notary's actions in carrying out their duties and obligations to create authentic deeds, based on the Notary Position Law (UUJN) and the Notary Code of Ethics, are that the notary must remain impartial or neutral towards the parties involved, must not act as a party in the creation of the authentic deed, and must not create an authentic deed for the benefit of their spouse, children, or family within their direct lineage. Additionally, a study by (Salamah & Iriantoro, 2022) found that notaries who violate the provisions of Article 16, paragraph (1), letter a of the Notary Position Law are personally liable under both Administrative Law and Civil Law. Previous research has highlighted the importance of a notary's neutral stance and the legal responsibility that may arise from non-compliance. However, prior studies have not explored in depth the ambiguity within the phrase "safeguard the interests of the parties involved in legal acts," which creates potential legal issues such as vagueness or ambiguity. This issue is a central concern in the notary profession, as it is related to incomplete norms and dual interpretations, which can affect the implementation of the law. Furthermore, this article emphasizes the need for clear explanations or limitations within the Notary Position Law (UUJN) regarding the

notary's role in safeguarding the interests of the parties involved, which raises fundamental questions about the objective criteria for carrying out the notary's responsibilities.

## RESEARCH METHODS

This study uses a normative legal research method, which focuses on written laws or statutes, or research based on norms that apply in society (Muhaimin, 2020). This approach is chosen because the research is conducted on binding written laws, with the analysis specifically directed at Article 16, paragraph (1), letter a, of the Notary Position Law. The approach used in this research includes a Statutory Approach, which involves examining and analyzing regulations, particularly Article 16, paragraph (1), letter a of the Notary Position Law, and a Conceptual Approach, which draws from perspectives and principles developed within legal theory. The legal materials in this research consist of Primary Legal Sources, which include: 1. Law Number 30 of 2004 concerning the Notary Position; 2. Law Number 2 of 2014 amending Law Number 30 of 2004 concerning the Notary Position; and 3. The Indonesian Notary Code of Ethics. Meanwhile, the Secondary Legal Sources in this study include publications such as books, journals, articles, and expert opinions relevant to this research.

The analytical technique used in this study is primarily descriptive, which serves as the first step in the analysis process, as it is a fundamental technique that cannot be avoided. Descriptive analysis involves outlining the condition or position of legal or non-legal propositions as they are. In this research, the author will first describe the issue raised in the study, namely the limitations of the notary's obligation to safeguard the interests of the parties, in the context of Article 16, paragraph (1), letter a of the Notary Position Law. This will then be analyzed using the grammatical interpretation method, which aims to find the law through an explanation of the text of the statute so that the scope of the rules within the law can be applied to specific legal events.

## RESULT AND DISCUSSION

It was mentioned at the beginning of this article that the phrase "safeguard the interests of the parties involved in legal acts" creates legal issues such as vagueness or ambiguity. Therefore, this study is based on three key points in providing an analysis of the issue being examined, as follows:

### 1. The Meaning of "Safeguarding the Interests of the Parties in Legal Acts"

The notary's obligation to "safeguard the interests of the parties in legal acts," as regulated in Article 16, paragraph (1), letter a, and to clarify the meaning and intent of this provision, remains uncertain due to the lack of further explanation on the matter. Article 16, paragraph (1), letter a fully states: "To act with trustworthiness, honesty, accuracy, independence, impartiality, and safeguard the interests of the parties involved in legal acts."

Based on the complete regulation, where the notary is required to act with trustworthiness, the meaning of "trustworthiness" also has various perspectives. "Amanah" is an Indonesian term derived from Arabic. In the Indonesian dictionary, the word referring to the meaning of trust is expressed using two terms, namely amanah or amanat. "Amanah" has several meanings, including: 1. A message entrusted to someone to be delivered; 2. Security or peace; and 3. Trust. Further, "amanah" in linguistic terms refers to a promise or something entrusted by one person to another. Etymologically, amanah in Arabic comes

from the verb “amina” (meaning to be honest or trustworthy) and the noun “amanah” which means honesty or trustworthiness. In Indonesian, “amanah” means a message, command, statement, or advice (Nazir & Hasanudin, 2004). Other sources also define amanah as loyalty, sincerity, trust (tsiqah), or honesty (Ya’qub, 1996). Based on these various perspectives on the meaning of “amanah” the author believes that amanah is a trust or responsibility given to someone to safeguard, both in daily life and in professional work. In any job, it is necessary and mandatory to act with trustworthiness. The term “Amanah” in the Notary Position Law (as amended) represents a new element, as before the amendment of the Notary Position Law, the word “amanah” was not included in Article 16, paragraph (1), letter a. This signifies that the quality of “amanah” is crucial and must be embodied in a notary. A notary, in their capacity, must act with trustworthiness to uphold the trust of the public as a party in legal acts and to preserve the reputation of the notarial profession as an *officium nobile*.

A notary is also required to act with honesty. In linguistic terms, honesty refers to a person’s decision to express their feelings, words, or actions in a way that reflects reality, without manipulation through lying or deceiving others for personal gain. Honesty is closely related to goodness (Imam & Suraji, 2006). Essentially, honesty means conveying things as they truly are. This communication can occur not only through words but also through writing, gestures, or actions. Honesty should encompass all activities of a person, from intention to execution, including speech, writing, testimony, or other actions. Truthfulness is one of the fundamental principles in life (Zuriah, 2008). A notary must possess honesty in the performance of their duties. In this context, honesty refers not only to what is said but also to what is reflected in their actions. Acting honestly allows a notary to gain acceptance and avoid actions that are dishonorable, particularly those prohibited by the Notary Position Law and the Notary Code of Ethics.

Next, the notary must act with *carefulness* or *due diligence*. In this context, *carefulness* is understood as being thorough, meticulous, and cautious, both in performing their duties and in understanding the parties involved. This is closely related to the preparation of an authentic deed, where the notary must carefully examine all facts before them and base their actions on the applicable laws (Ariesta Rahman, 2018). Furthermore, *acting with care* means that a notary must not act recklessly. Professional negligence, such as errors in writing a name, can severely harm the client or parties involved, as legally, the individuals bound by the agreement are those whose names appear in the deed.

The notary must also act *independently*. According to the *Kamus Besar Bahasa Indonesia* (Indonesian Dictionary), *independence* refers to the state of being self-sufficient and not dependent on others. A notary must maintain independence in their role, meaning they must remain neutral, impartial, and not align with any party in the legal transaction. The notary’s position is outside the parties involved in the legal relationship and should not be considered one of the parties. While the notary is a legal officer, they are not a law enforcement official. This means that a notary must uphold independence and impartiality (SINAGA, 2015).

Finally, the notary is required to “protect the interests of the parties involved in legal acts.” Similar to the previous terms in this provision, there is no further explanation or detailed definition regarding the meaning of “protecting the interests of the parties” and what “interests” the notary is required to safeguard. Therefore, the author will explain the meaning of protecting the interests of the parties involved in legal acts through a grammatical approach, meaning that the interpretation will be explained word by word, as this provision consists of multiple terms. The term “protect” according to the *Kamus Besar Bahasa Indonesia* (Indonesian Dictionary) means to guard (so that it remains safe or

without disturbance), to accompany in order to protect from danger; to monitor or oversee something to prevent harm; to prevent (danger, difficulty, or loss); to safeguard the safety of persons, goods, and so on. In this context, “protect” refers to the act of shielding something—whether it is a person, property, or otherwise—from harm or loss. The term “interest” means a need or necessity. Therefore, it can be understood that the “interest” referred to in the Law on the Position of Notary is the need that someone has to require the services of a notary, specifically for the purpose of creating an authentic deed. Next, “the parties involved” refers to the individuals who approach the notary and become his or her clients for a specific need, which falls within the notary's authority. “The parties involved” can consist of one or more persons, depending on the requirements and interests of the involved parties. Finally, “legal act” refers to any act carried out by a legal subject (either an individual or a legal entity) whose consequences are governed by law and can be considered as the will of the person performing the act (Ali, 2009).

Based on the word-by-word explanation above, the broader definition of “protecting the interests of the parties” is to safeguard the desires or needs of individuals that they wish to fulfill. Meanwhile, the definition of “protecting the interests of the parties involved in legal acts” in the context of the notary's role is to preserve or protect the interests of those individuals who are the parties or clients of the notary, in acts that are governed by law. The “interests” referred to in legal acts here pertain to an authentic deed created by or in the presence of the notary. A notarial deed is created through the direct involvement of the parties who approach the notary, as the parties themselves are the primary actors in the process of creating the deed, thereby forming an authentic deed. Therefore, the interests of these parties become crucial and must be safeguarded by the notary.

## 2. The Obligations of a Notary and Their Limitations

The obligation of a Notary to protect the interests of the parties involved in a legal act means that the Notary is required to safeguard the interests of those parties. In this context, the interests refer to the parties' need to carry out a legal act before the Notary, specifically for the creation of an authentic deed. Protecting the interests in this case also implies the Notary's duty to maintain the confidentiality of the deed they have drafted. The purpose of protecting and maintaining confidentiality in the legal relationship between the Notary and the parties is to preserve and safeguard the contents of the authentic deed, as well as any information or details obtained during the drafting process that are not included in the deed itself. Therefore, the Notary's role in protecting the interests of the parties involved in the legal act is to ensure both the confidentiality of the deed's contents and any information that is not recorded in the deed. When the Notary upholds the interests of the parties, this guarantees the creation of legal certainty, not only for the parties involved but also for the Notary, who holds the authority to draft the authentic deed.

The Notary's obligation to protect the interests of the parties must be continuously upheld, without exception, to anyone except those who have a direct interest in the deed, heirs, and/or individuals who acquire rights in accordance with the provisions of Article 54 of the Notary Position Law. As a position of trust, the Notary, as a public official, must perform their duties in providing legal services to the public in accordance with the law to ensure legal certainty. The Notary has specific obligations outlined in the law to achieve this certainty, namely:

1. Article 4, paragraph (2) of the Notary Position Law, in the fourth paragraph, which contains the Notary's Oath of Office regarding the obligation to maintain the confidentiality of the deed, states: “...that I will keep the contents of the deed and any information obtained in the performance of my duties confidential...”

2. Article 16, paragraph (1), subparagraphs (a) and (f) of the Notary Position Law, which regulate the obligations of the Notary in carrying out their duties, include: (a) To act with trustworthiness, honesty, diligence, independence, impartiality, and safeguard the interests of the parties involved in legal acts. (f) To maintain the confidentiality of everything related to the deeds they prepare and all information obtained for the preparation of the deed in accordance with the oath of office, unless otherwise stipulated by law.
3. Article 54 of the Notary Position Law, states: “A Notary may only disclose, show, or inform the contents of the deed, deed copies, deed excerpts, or notarial copies, to those who have a direct interest in the deed, heirs, or individuals acquiring rights, unless otherwise stipulated by law.”
4. Article 322, paragraph (1) of the Indonesian Penal Code (KUHP), which regulates the criminal sanctions for those who are obliged to maintain confidentiality but violate that obligation, states: “Anyone who intentionally discloses a secret that they are obligated to keep confidential due to their position or profession, whether current or past, shall be punished with a prison sentence of up to nine months or a fine of up to nine thousand rupiahs.”

However, if a Notary is requested to disclose the contents of a deed in court, in accordance with the oath and obligations of their office, the Notary has the right to refuse such a request in order to maintain the confidentiality of their client's information, as stipulated in Article 4, paragraph (2), and Article 16, paragraph (1), subparagraphs (a) and (f) of the Notary Position Law, which essentially mandate the Notary to safeguard and maintain the confidentiality of the deeds they prepare (Hermawan & Sugiarto, 2022). This act of refusal is referred to as the “Right of Refusal” or “Immunity.” The Right of Refusal is manifested in the right to withdraw as a witness when it concerns information that, under the law, must be kept confidential. The Right of Refusal by a Notary, is the right to refuse to testify or the right to withdraw from providing testimony (*verchoningrecht*). In the context of the Right of Refusal, there is an obligation not to speak (*verschoningplicht*), meaning that the Notary not only has the right to remain silent (*verschoningrecht*) but also has the duty to remain silent (*verschongrecht*) (Widhasani & Latumeten, 2022).

A Notary is required to maintain confidentiality regarding matters entrusted to them. If a Notary is asked to testify about the deed they created, in this case, the Notary is only obligated to confirm that the deed was indeed executed before them. However, if the Notary goes beyond this and discloses the content of the deed or the details of the preparation leading to its creation, such disclosure would constitute a breach of confidentiality, which could result in legal penalties. Nonetheless, the provisions in Article 16, paragraph (1), subparagraph (f), and Article 54 of the Notary Position Law include the phrase “unless otherwise stipulated by law.” The wording of these provisions suggests that a Notary may disclose the contents of a deed to parties not directly involved with the deed, provided such disclosure is permitted by applicable laws or regulations. Based on these two provisions, it is clear that a Notary must maintain confidentiality concerning matters related to their duties. Even if a Notary is called to testify in a legal case, they may exercise their right to withdraw as a witness in order to protect the confidentiality of their work.

Based on the explanation above, the limitations on a Notary's duty to protect the interests of the parties involved in a legal act, specifically in the context of the Notary's role in creating an authentic deed, are limited to those directly related to the deed. This obligation is tied to the Notary's duty to maintain the confidentiality of the deed's contents. Therefore, the Notary is required to safeguard the interests of the parties involved and to keep the deed confidential, except when disclosing it to parties with a direct interest in the

deed, heirs, or individuals who have acquired rights. Even in a court of law, the Notary is granted legal protection through the right to refuse to testify (right of refusal), which they must exercise. However, this right may be subject to exceptions, such as in cases of the Corruption Eradication Law and the Tax Court Law. Additionally, exceptions may apply if authorized by the Notary's Honorary Board (Majelis Kehormatan Notaris), allowing judicial authorities, investigators, prosecutors, or judges to obtain photocopies of the deed minutes and any documents attached to the deed minutes or Notary Protocol, for the purposes of the judicial process.

### 3. Analysis of the Legal Certainty Theory in the Meaning and Limitations of the Notary's Duty to Safeguard the Interests of the Parties in Legal Acts

The enactment of the Notary Position Law is intended to ensure legal certainty, order, and legal protection, with a focus on truth and justice. To guarantee this, written evidence of an authentic nature is required, which relates to circumstances, events, or legal acts carried out through a specific office, in this case, that of a Notary. As a position that carries out a profession providing legal services to the public, the Notary must receive protection and assurance to achieve legal certainty. In other words, the creation of the Notary Position Law provides a legal protection guarantee both for the Notary and for the public who uses the Notary's services.

Gustav Radbruch stated that legal certainty is "*Scherkeist des Rechts selbst*" which means legal certainty about the law itself. There are four aspects related to the concept of legal certainty, namely:

1. That the law is positive, meaning that the law consists of written legislation (*gesetzliches Recht*).
2. The law is based on facts (*Tatsachen*), not on a formulation of judgments that will later be made by a judge, such as good will or politeness.
3. That the facts must be clearly formulated to avoid misinterpretation, and they must also be easy to implement.
4. Positive law should not be frequently altered.

Based on Article 16, paragraph 1, letter a, particularly the phrase "Maintaining the interests of the parties involved in a legal act," when linked to the concept of legal certainty according to Gustav Radbruch, particularly point 3, which states that the facts must be formulated clearly to avoid misinterpretation and be easy to implement. However, when examining the phrase in this article, "Maintaining the interests of the parties involved in a legal act," it is not further explained what specific interests must be safeguarded by the Notary and what the boundaries are for the Notary in maintaining those interests.

The provision in the Article regarding the obligations of a Notary contains a phrase that has not been clearly explained, namely, "the Notary's obligation to safeguard the interests of the parties involved in a legal act." This Article does not provide clarification on what specific interests the Notary must protect and the extent to which the Notary is responsible for safeguarding those interests. This raises the question of who determines whether a Notary has failed to protect the interests of the parties when the Notary's Law itself does not offer a clear definition or limit of what constitutes a failure to safeguard such interests, and how this may lead to the imposition of sanctions for breaching the Notary's Law. If a regulation carries sanctions—especially in this case where the most severe sanction is dismissal—then the criteria for actions that could be considered a violation should be clear and detailed, in order to avoid overly broad interpretations. However, the explanation section in the Notary's Law does not elaborate further, only stating that it is "sufficiently clear".

Based on the explanation provided above, the author interprets the phrase and the scope of the Notary's obligation to “safeguard the interests of the parties involved in a legal act” as follows:

1. The meaning of “Party in a Legal Act” in this Article refers to the “Interest” of individuals or legal entities (legal subjects) who approach the Notary with the intention of creating an Authentic Deed based on the Notary’s authority, whether primary or specialist.
2. The Notary's duty to safeguard the interests of the parties involved in a legal act, within the scope of the Notary's primary authority to create an Authentic Deed, includes both the Deed of Acknowledgment and the Deed of the Parties. Although the “interests” involved in these two types of Authentic Deeds are substantively different, the Notary remains obligated to protect the “interests” of the parties involved in both.
3. The Notary’s duty to safeguard the interests of the parties involved in a legal act means that the Notary must protect the entire process from the time the parties approach the Notary until the Authentic Deed is completed. In this sense, the Notary is responsible for safeguarding the interests of the parties not only after the deed has been formed but also throughout the entire process leading up to its creation. Therefore, all information disclosed by the parties to the Notary must be protected, even if it is not included in the deed itself.
4. When interpreted systematically, the phrase “Safeguard the Interests of the Parties Involved in a Legal Act” can be considered synonymous with the obligation of the Notary under Article 16(1)(f), which states that the Notary must "keep confidential everything regarding the Deed they create and any information obtained for the purpose of creating the Deed, in accordance with the oath/pledge of office, unless otherwise specified by law." According to the author, both provisions share the same meaning because the obligation to safeguard the interests of the parties involved in the legal act entails protecting the entire process that leads to the formation of an Authentic Deed, whereas the obligation to maintain confidentiality includes not only the contents of the Deed but also any information gathered during the process of creating the Authentic Deed.
5. The meaning of Article 16(1)(a), specifically the phrase “Notaries must safeguard the interests of the parties involved in a legal act,” when viewed in light of the legal relationship between the parties and the Notary, establishes rights and obligations. The legal relationship in this case is the interest of the client/party to create an Authentic Deed. The right that arises from this legal relationship is the client's/party’s entitlement to legal protection within the Authentic Deed, which carries full evidentiary value. Therefore, the client/party has the right to demand that their interests be protected and kept confidential by the Notary. Consequently, this right creates an obligation for the Notary to safeguard the interests of the party and maintain the confidentiality of everything regarding the Deed they create. This obligation also represents legal protection for the Notary under the Notary's Law to avoid violations.
6. The Notary's limitations in safeguarding the interests of the parties involved in a legal act are limited to those who are directly involved, meaning that this obligation relates to the Notary's duty to keep the contents of the Deed confidential. Therefore, the Notary is required to safeguard the interests of the parties and maintain the confidentiality of the Deed, except for those who have a direct interest in the Deed, heirs, or persons who acquire rights, in accordance with Article 54 of the Notary's

- Law. This duty also extends to the court, as the Notary is afforded legal protection through the right of non-disclosure (Hak Ingkar), which they are required to exercise. However, exceptions apply when authorized by the Honorary Council of Notaries, allowing the investigator, public prosecutor, or judge to obtain photocopies of the Deed's minute and any documents attached to the Notary's Protocol for the purposes of legal proceedings.
7. The Notary's responsibility regarding the Deeds they create is not limited by time, meaning that the Notary will always bear material responsibility if, at any time, a Deed they created is found to be problematic, even if their term of office has ended. The Notary's responsibility terminates only when their term has ended and the Notary's Protocol is properly archived.
  8. The Notary's limitations in safeguarding the "Interests" of the parties occur once those "interests" have been fulfilled, i.e., once an Authentic Deed has been created. The "interests" that the Notary must safeguard are thus limited to storing the original Deed (Minuta Akta) in the Notary's Protocol, in accordance with the Notary's obligation under Article 16(1)(b). This ensures that if the parties, whether individuals or legal entities need a copy of the Deed, they can request it from the Notary.
  9. Therefore, the provisions of Article 16(1)(a), regarding the Notary's obligation to safeguard the interests of the parties, are aligned with the provisions of Article 16(1)(f), which requires the Notary to maintain confidentiality of everything regarding the Deed they create and the information gathered during its creation, as well as with Article 16(1)(b), which mandates the Notary to store the Deed's minute as part of the Notary's Protocol. All of these obligations are integral to safeguarding and maintaining the "interests" of the parties involved.

The provision in Article 16(1)(a), specifically the phrase "Safeguard the Interests of the Parties Involved in a Legal Act," when examined through the lens of the theory of legal certainty, still falls short of the objective set forth by the enactment of the Notary's Law, which is to provide legal certainty. This is because the phrase could potentially lead to multiple interpretations or subjective readings by the Notary or any individual reading it

## CONCLUSION

The Notary's obligation to "safeguard the interests of the parties involved in a legal act" under Article 16(1)(a) of the Notary's Law is aimed at ensuring legal certainty for the client. However, there is a gap in the explanation regarding the scope of the phrase "safeguard the interests of the parties," which creates ambiguity and potential for multiple interpretations among notaries. So far, the law merely requires notaries to act honestly, carefully, and neutrally, without providing detailed guidance on how these principles should be implemented in concrete actions. This lack of clarity leaves room for subjective interpretation by notaries in performing their duties, which may result in differences in understanding and practice. Without clear guidelines, some notaries may not fully grasp their obligation to safeguard the interests of the parties to the extent expected by the law, potentially leading to violations, either intentional or unintentional. For example, there is a possibility that some notaries may not realize their responsibility to maintain confidentiality of information that may not be explicitly disclosed in the authentic deed.

Legal certainty emphasizes that the law must be clearly and stably formulated to avoid uncertainty in interpretation. In this context, the unclear phrasing in the Notary Law contradicts the legal objective of providing certainty and legal protection. This uncertainty can result in inconsistencies in law enforcement, which could harm the public who rely on notarial services.

From this perspective, this research underscores the importance of reforming the Notary Law to include additional guidance and explicit examples of what is meant by “safeguarding the interests of the parties involved.” Such reform is expected to provide clarity regarding the notary's duties, including the obligation to maintain client confidentiality, act independently, and follow proper legal procedures. Furthermore, the notary's code of ethics should be reinforced to clearly define the boundaries of neutrality and integrity that must be upheld. Therefore, through legislative updates and more detailed explanations, it is hoped that legal certainty and stronger protection will be achieved, both for the public and for the notaries themselves. Notaries must carry out their duties not only as recorders of legal acts but also as protectors of the legal rights of the parties, in compliance with clear ethical and legal boundaries.

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