

**SUBMISSION OF A COPY OF THE NOTARIAL DEED MAKER TO THE NOTARY HOLDER OF THE PROTOCOL AT THE TIME WHEN HIS TERM OF OFFICE HAS ENDED****Sharron Pamela<sup>1</sup>, Sonyendah Retnaningsih<sup>2</sup>**

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**Abstract**

*A notary protocol is a collection of documents that are state archives that must be stored and maintained by a notary. The notary is authorized to make authentic deed and have other authorities as intended is to legalize the deed and keep the notary protocol and provide copies of it to the relevant parties. A copy of the deed should only be issued by a Notary who holds the notary protocol on the deed to be issued a copy of it. The problem of this research is how the issuance of copies of deed in the case of notary deed maker has ended his term of office while the notary protocol has notary noted submitted to the notary recipient notary protocol and how if on the basis of the application letter, Notaries who have ended their term of office are asked to issue a copy of the notary deed to be held as evidence in the trial. The research method used in this study is normative juridical. This study concludes that the notary is responsible for every deed he makes even though the Notary Protocol has been submitted to the depositor of the notary protocol the strength of the copy of the deed made by the notary is equal to the evidentiary of the original deed or authentic deed minute so that the evidentiary force is perfect and can be used as a means of proof of persecution.*

**Keywords:** *Copy of Deed; Notary Protocol; Proof Tool*

**INTRODUCTION**

A notary is a general officer who is authorized to make authentic deeds and has other powers as referred to in this law or under other laws.<sup>1</sup> The meaning of other authority possessed by a notary is

contained in Article 15 paragraph (1) of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Position of Notary (Law 2/2014), which states that the notary is authorized to make authentic deeds regarding all acts,

<sup>1</sup> Indonesia, *Undang-Undang Tentang Perubahan Atas Undang-Undang No. 30 Tahun 2004 Tentang Jabatan*

*Notaris*, UU No 2 Tahun 2014, LN Nomor 117, TLN No. 4432, Ps. 1 angka 1.

agreements, and determinations required by laws and regulations and/or desired by interested persons to be stated in authentic deeds, guarantee the certainty of the date of making the deed, keeping the deed, providing grosse, copies and quotations of the deed, all of which so long as the making of the deed is not also assigned or excluded to any other official or any other person prescribed by law.

Based on Article 1 number (13) of Law 2/2014, a notary protocol is a collection of documents that are state archives that must be stored and maintained by a notary in accordance with the provisions of laws and regulations.<sup>2</sup> The storage and maintenance of the notary protocol can change hands, considering that the notary can quit or be dismissed from his position respectfully for several reasons contained in Article 8 of Law No. 30 of 2004 concerning the Position of Notary (Law 30/2004), namely due to: death; has been 65 (sixty-five) years old; own requests; inability spiritually and/or physically to carry out the duties of a notary position continuously for more than 3 (three) years; or concurrently holding office as referred to in Article 3 letter g.<sup>3</sup>

<sup>2</sup> Indonesia, *Undang-Undang...*, Ps. 1 angka 13.

<sup>3</sup> Indonesia, *Undang-Undang Tentang Jabatan Notaris*, UU No 30 Tahun 2004, LN Nomor 117, TLN No. 4432, Ps. 8.

Indeed, the notary is responsible for the deed until it makes the protocol, namely from the beginning of asking the client for documents, making deeds to signing deeds, which is called the *verlijden* of the deed or the inauguration of the deed.<sup>4</sup> However, the Notary's liability to the notary protocol cannot be equated with the Notary's liability to every deed he makes. Because when the position of a notary ends, the responsibility for the physical storage of the deed and the protocol he has has expired, but still does not eliminate the notary's responsibility for every deed he makes.

As previously outlined, the notary's liability for each deed he makes is not limited by the existence of a period of time, it can be interpreted that the notary's liability to each deed he makes is for life. If in the future there is a problem related to a deed made by a notary, the notary who made the deed can be held accountable even though he is no longer serving as a notary, and the liability for the problem cannot be borne by the notary who accepts the notary protocol when the problem related to the deed is investigated.

All matters certainly relate to the consequences, including in this case the

<sup>4</sup> Lentra, *Pembuatan...*, hlm. 422.

legal consequences for the holder of the notary protocol for the transition. Holders of notary protocols can make a copy deed based on the minuta that has been submitted, where the notary protocol including the minuta deed is a state document that must be stored and maintained properly by a notary and this is clearly regulated in Article 1 number 13 of the UUJN, namely the notary protocol is a state archive and document that must be kept and maintained by a notary. A copy of the lost deed may be requisitioned a copy, and any notary who is the protocol recipient of the notary whose term of office expires may make such a copy.

If the deed to be requisitioned for a copy, there is damage to the minuta of the deed by negligence, then the notary must be responsible including the notary who submitted the protocol, this is based on the provisions of Article 65 states that the notary is responsible for every deed he made even though the notary protocol has been submitted to the notary protocol depositor.

After tracing the laws related to the position of notary, no provisions have been found regarding who is the authorized party to issue a copy of the deed when the notary of the deed maker in question has expired his term of office and the notary protocol has not been handed over to the

notary appointed to receive the notary protocol. Regarding the aforementioned presentation, it is interesting to be the topic of study related to the issuance of a copy of the deed in the event that the notary of the deed maker has expired his term of office while the notary protocol has not been submitted to the notary recipient of the notary protocol.

### **Research Problems**

The formulation of the problem in this study is as follows:

1. How is the issuance of a copy of the deed in the event that the notary of the deed-making has expired his term of office while the notary protocol has not been handed over to the notary beneficiary of the notary protocol?
2. How is the strength of the copy of the deed from the notary protocol used as evidence in the trial?

### **Research Methods**

This research uses normative juridical legal research. The source explains that normative legal research or literature includes research on legal principles, research on legal systematics, research on the level of vertical and horizontal synchronization, comparison of laws and legal history that takes a statutory approach,

concept approach and comparative approach.<sup>5</sup> This statutory approach is intended to analyze and identify the provisions governing the submission of a copy of the notarial deed of the deed-making to the notary holder of the protocol at the time when his term of office has expired. Then, the sources of legal materials that will be used in this paper include primary legal materials, secondary legal materials and tertiary legal materials. The research data source collection technique used is a literature study.

## Result and Discussion

### **The Issuance of a Copy of the Deed In the Event that the Notary Of The Deed Maker Has Expired His Term Of Office While The Notary Protocol Has Not Been Submitted To The Notary Beneficiary Of The Notary Protocol**

The notary holding the protocol must always be able to act carefully in acting as a store of any protocol submitted to him in a safe place and free from the dangers of theft, fire hazards, termites, humid temperatures and other hazards that can cause damage to the deed so that the documents of the protocol are not damaged and destroyed. The notary protocol as defined in

Article 1 number 13 of the UUJN is a state archive. The importance of a notarial deed as an authentic deed and a notary protocol can be explained in the general explanation section of the UUJN, where the notary is authorized to make certain authentic deeds that are not specifically for other general officials. The making of an authentic deed is an obligation that has been established for a notary by laws and regulations in order to create protection, order and certainty from the contents of the deed.

The submission of the notary protocol to the protocol holder is carried out no later than 30 (thirty) days with the making of the minutes of submission of the notary protocol signed by the notary of the deed maker and the notary of the protocol holder.<sup>6</sup> The submission and storage of the notary protocol is an effort to maintain the juridical age of the authentic deed which is the perfect evidence for the parties or their heirs to everything contained in the deed or notary protocol.<sup>7</sup> A notarial deed in the form of a copy will forever exist if it is kept by the parties and the person concerned both in the form of a minuta deed and will also remain in the form of a notary who

<sup>5</sup> Soekanto, Soerjono dan Sri Mamudji, *Penelitian Hukum Normatif suatu Tinjauan Singkat*, Jakarta, PT. Raja Grafindo Persada, 1985, hlm. 14,

<sup>6</sup> *Indonesia, Undang- Undang Jabatan Notaris.....*, Ps. 63 ayat 1.

<sup>7</sup> Dian sutari Widiyani, *Pertanggungjawaban notaris atas hilang atau rusaknya minuta akta yang disimpan akibat bencana alam studi kasus Tsunami di Banda Aceh*, Universitas Sumatera Utara, (Medan: 2012) hlm. 87.

made the deed. Although it is then handed over to another notary, it is held by the Notary holder of the protocol or the Regional Supervisory Board if the age of the deed has exceeded the age of 25 (twenty-five) years.<sup>8</sup> With the handover of the protocol, the notary gives power to the notary holding the protocol to master the minuta, and the papers submitted. In addition, the handover also demands accountability from the notary holding the protocol if the contents of the protocol are lost. The notary holder of the protocol is obliged to maintain, keep every deed or all protocols submitted to him as an protocol notary.

The attached document must be accompanied by a letter of application for appointment as the protocol holder, namely:

- a. “photocopy of the decree of appointment or transfer as a notary authorized by the Notary;
- b. photocopy of death certificate notarized by a notary;
- c. the original letter of appointment of another notary as the holder of the protocol;
- d. photocopy of certificate of heir from a notary or authorized official authorized by a notary.”<sup>9</sup>

A notary who will keep the deed and manage a collection of state archival documents or a notary protocol is called a protocol holder notary. The submission of the protocol must be made the minutes of the submission. The one appointed as the protocol holder is another notary domiciled in the same city or can appoint a notary. The responsibility of the notary to maintain and maintain the notary protocol that has been handed over to him in addition to being regulated in the provisions of the invitation is also related to ethics and morals.

A notarial protocol is a document and a state archive. As a state archive, the notary protocol must be properly maintained by each person concerned. Basically, keeping a minuta deed is an obligation of the notary, so the notary is required to keep the notary protocol and not allow the protocol to be held by his employees. Then, after the notary has retired, left, passed away, temporarily dismissed or dismissed with disrespect, the storage and maintenance of the notary protocol continues and is continued to be carried out to both by the notary's heirs, substitute notaries and by the Supervisory Panel, which is an authorized body and is obliged to carry out guidance and

<sup>8</sup> *Ibid.*, hlm. 92.

<sup>9</sup> Indonesia, *Undang-Undang Jabatan...*, Ps. 65.

supervision of the notary. The position of the Supervisory Panel is to carry out guidance and supervision of notaries, especially the Regional Supervisory Panel which has a more position in the appointment of notaries holding protocols.

Apart from the authenticity of the deed in the deed made by or before a notary which is a provision required by laws and regulations, but also because it is desired by the parties concerned in ensuring the rights and obligations contained in the deed for the sake of certainty and legal protection for related parties who have interests and the general public. As mentioned in the sentence above which states that the notarial deed and notary protocol are not only to maintain certainty, order and legal protection but society as a whole but society as a whole.<sup>10</sup>

The relationship between the Regional Supervisory Council as a role holder to the notary protocol to be submitted to the notary holder of the protocol can be seen from the Regulation of the Minister of Law and Human Rights mdan decree of the Minister of Law and Human Rights of the Republic of Indonesia Number M.39-PW.07.10. in 2004 and Article 70 of the UUJN which states that the Regional Supervisory Board has the authority to

determine the place of storage of the Notary Protocol at the time of handover of the notary protocol has been 25 (twenty-five) years old or more, appointing a notary who will act as the temporary holder of the notary protocol appointed as a state official.

Then the Regulation of the Ministry of Law and Human Rights Number 16 of 2021 concerning Organization and Work Procedures, Procedures for Appointment and Dismissal and Budget of the Notary Supervisory Panel in Article 27 paragraph 1 letter f which states that the authority of the Regional Supervisory Panel related to the notary protocol which basically does not require the approval of the meeting of the Regional Supervisory Panel records on the list book included in the notary protocol by mentioning the date of the examination, the number of deeds as well as the number of letters under the hand that were passed and that were made from the date of the last inspection.

A deed is a document in which there is information and will of the parties and is made in such a way by a notary as an authorized official as a perfect evidence for both parties, both heirs and other parties who are interrelated with each other' legal relations. Article 1 number 7 of uujn states that a notarial deed is an authentic deed

<sup>10</sup> Mohamat Riza Kuswanto, *Urgensi.....*, hlm. 62.

made by or in the presence of a notary according to the form and procedures stipulated in this law. Article 1868 of the Civil Code states that what is meant by an authentic deed is a deed determined by law in the presence of an authorized general official, namely a notary. Based on the provisions of Article 38 of the UUJN, it then states that some of the conditions for compliance can be fulfilled are as follows:

1. “The beginning of the deed or the head of the deed containing;
  - a. title of the deed;
  - b. deed number
  - c. hours, days, dates, months, and years
  - d. full name and place of residence of the notary.
2. The body of the deed containing;;
  - a. the full names, places, dates of birth, nationality, occupation, position, place of residence of the persons and/or persons they represent;
  - b. a description of the acting position of the appellant;
  - c. the content of the deed which is the will and will of the interested parties; and
  - d. full name, place and date of birth, as well as the occupation, position, position, and place of residence of each witness identifying;
3. The end of the deed or the closing of the deed contains:
  - a. description of the reading of the deed as referred to in Article 16 paragraph (1) letter i or Article 16 paragraph (7);
  - b. a description of the signing and place of signing or translation of the deed if any;
  - c. the full name, place and date of birth, occupation, position, position, and place of residence of each witness of the deed;
  - d. a description of the absence of changes that occurred in the making of the deed or a description of the existence of changes that can be in the form of replacements as well as the amount of changes that have occurred in the making of the deed or a description of the existence of changes that can be in the form of replacements as well.”<sup>11</sup>

Before carrying out their duties and positions, the notary is obliged to be appointed and then take the oath/promise as mentioned in Article 4 paragraph (2) of the UUJN-P on the UUJN that:

“I swear/promise that I will obey and be loyal to The Republic of Indonesia, Pancasila and the 1945 Constitution of the Republic of Indonesia, the Law on the Position of Notary public and other laws and regulations. That I will exercise my office with a mandate, honesty, thoroughness, independence, and impartiality. That I will maintain my attitude, conduct, and will carry out my obligations in accordance with the code of professional ethics, honor, dignity, and responsibility as a Notary. That I will keep secret the contents of the deed and the particulars obtained in the exercise of my office. That I to be appointed to this office, either directly or indirectly, under any name or pretext, has never and will not give or promise anything to anyone.”<sup>12</sup>

<sup>11</sup> Indonesia, *Undang-Undang Jabatan Notaris*, Ps. 91.

<sup>12</sup> Indonesia, *Undang-Undang Jabatan*, Ps. 4

The provisions regarding the obligation to keep the deed confidential are basically also regulated in Article 16 Paragraph (1) letter f which provides that, keeping confidential everything regarding the deed made and all the information in the making of the deed is in accordance with the oath /promise of office of the notary as mentioned above, unless the law in this case stipulates that it is not so.

Based on the aforementioned provisions, it can be understood that there is an obligation of a Notary in terms of recognition at the time of carrying out it as a notary who has the obligation not to speak or give information or information obtained by him when making a deed with the parties facing him except to the parties who have been allowed in the provisions of the UUJN.

“Based on the Regulation of the Minister of Law and Human Rights of the Republic of Indonesia concerning the Honorary Notary Assembly as stated in Article 18 paragraph 2 concerning the duties of the Notary Honorary Assembly which states that it has a function to carry out guidance in the context of:<sup>13</sup>

a. “Maintaining the dignity and honor of the notary in carrying out his office;

b. Providing protection to notaries with their obligation to keep the contents of the deed confidential.”<sup>14</sup>

The guidance carried out by the Regional Supervisory Panel and the Notary Honorary Assembly aims to make notaries later not stumble over criminal issues in carrying out their duties and positions and cannot be separated from their duties to provide briefings and notarial knowledge, authentic deeds, as well as confidentiality and linkage of the parties in notarial deeds and protocols.

### **The Power of a Copy of a Deed from a Notarial Protocol as Evidence in a Trial**

The obligation of the notary to keep the minuta of the deed is stated in Article 16 paragraph (1) letter b of the Notary Position Act because the notary protocol is a state archive. Provisions regarding the expenditure of grosse deeds, copies of deeds, or quotations of deeds based on the minuta of the deed, are regulated in the Uujn Amendment to Article 16 paragraph (1) letter d. When the minuta of the Notary deed is lost or damaged due to the negligence of the notary which results in losses for the party who has causality in the deed, it can be said that the notary does not carry out the obligation to keep the minuta of the deed, as one of the completeness of part of the notary protocol as stipulated in the Amendment Uujn. The position of the copy as evidence is still multi-interpreted

<sup>13</sup> Indonesia, *Peraturan Menteri...*, Ps. 18 ayat 2.

<sup>14</sup> *Ibid.* Ps. 18 ayat 2.

when the minuta of the deed has been destroyed.<sup>15</sup>

The Indonesian government as a delegate to the notary in making formal evidence that has the power of execution. Meanwhile, on the basis of the delegation of authority, the Indonesian government regulates the position of notary, including regulating one of the notary authorities, namely making authentic deeds. Authentic deeds are the strongest and fullest evidence and have an important role in every legal relationship in people's lives. Through authentic deeds that clearly determine rights and obligations, legal certainty, and at the same time it is also hoped that disputes can be avoided.<sup>16</sup> Although disputes are inevitable, authentic deeds can and remain the strongest and most fulfilled written evidence, making a real contribution to the cheap and quick resolution of cases.<sup>17</sup>

The protocol that has been submitted to another notary and another notary submits again there are legal consequences, even if the notary is no longer in office or cannot make a deed anymore, in the authentic deed

there is the name of the notary who made the deed, that the name has been attached to his responsibility, so that the notary who has entered retirement is no longer responsible for all matters related to the process of making the deed, for when the notary has ended his term of office, all his powers and responsibilities relating to the making of the deed can no longer be carried out and move to the notary of the next protocol holder. However, based on the provisions of Article 65 of the UUJN, a notary who enters retirement is still responsible for the deeds he has made when the notary concerned is still in office, but with the end of his term as a notary, the responsibility for keeping the deeds or protocols he has in physical form has also ended. It is clear that a notary who has expired his term of office or a notary werda has legal consequences for the making of his deed including the error of the deed that the notary werda has made.<sup>18</sup>

Werda notary is a notary who has retired or has entered the age of 65 years and can be extended up to 67 years. Based on the Articles of Association and Household

<sup>15</sup> Astari Priyandini, *Kedudukan Hukum Salinan Akta notaris Dalam Hal terjadi musnahnya minuta akta*, Justitia Jurnal, hlm. 10

<sup>16</sup> Habib Adjie, *Hukum Notaris Indonesia-Tafsir Tematik Terhadap Uu No. 30 Tahun 2004 Tentang Jabatan Notaris*, (Bandung:Refika Aditama, 2008), Hlm. 8-9.

<sup>17</sup> Indonesia, *Undang-undang Nomor 2 Tahun 2014*.

<sup>18</sup> Lentra Nugraha, *Pembuatan Salinan Akta Berdasarkan Protokol Notaris Werda Yang Telah Diserahkan Pada Notaris Pemegang Protokol*, Jurnal Ilex Rebaissance No.2 Vol.5, hlm.12.

Budget (AD ART) as a result of the expanded plenary meeting of the central management (Pre-Congress), according to Article 2, it is explained that in the organization of the Indonesian Notary Association, membership consists of three types, namely:

- a. An ordinary member is any person who carries out the duties of the position of notary (active notary) who is registered as a member of the association and has voting rights and any notary who has stopped carrying out the duties of the position of notary (werda notary) because he is honorably discharged because he has reached the age stipulated in the law or quits at his own request.
- b. An outstanding member is any person who has passed a notarial second strata study program or a notarial specialist education program registered as a member of the association;
- c. An honorary member is someone who has enormous merit to associations and notarial institutions.<sup>19</sup>

The legal consequence of the holder of the switch protocol can make a copy deed based on the minuta that has been submitted, that the notary protocol including the minuta of the deed is a state document that must be kept and maintained properly by the notary, it is regulated in Article 1 number 13 of the UUJN, namely the notary protocol is an archive and state documents that must be kept and maintained by a

notary. With regard to the minuta of the deed damaged in this case then a copy cannot be made again and if the minuta is good then a copy can be made based on its contents, that any notary who is the protocol recipient of the notary who expires his office or dies can make such a copy. If the minuta is damaged due to negligence then the Notary must be responsible including the notary who submitted the protocol (werda), this is based on Article 65 states that the notary is responsible for every deed he makes even though the notary protocol has been handed over to the notary protocol depositor.<sup>20</sup>

The authentic deed is made by the notary of the deed maker and serves as evidence that has perfect evidentiary power where the proof is juridically binding for the litigants or problems in the deed made and aims to give the judge certainty about a certain event in the authentic deed. The notary basically only states the intention or will of the parties regarding the existence of a legal event and then poured by it into written form, namely a deed. Based on this, it can be said that the position of notary is a position based on trust to protect the interests and trust of the community where there is an obligation to keep secret all

<sup>19</sup> *Ibid.*

<sup>20</sup> Indonesia, Kitab Undang-Undang..., Ps. 1 dan Ps. 65

actions and legal responsibilities stated in the contents of the deed and all information given to the notary in making the deed by him.

From the description of the notary who divulges the secrets of his position can be sanctioned and this can result in the position of notary with regard to after the reading of the decision of the Constitutional Court Number 49 / PUU-X / 2012 on May 28, 2013 regarding the duties and functions regarding the confidentiality of the deed that must be obeyed in the position of Notary is in a dilemmatic position because the decision has been final and binding. The notary in his office must always pay attention to the UUJN, as an official who has been sworn under the provisions of Article 4 of the UUJN and from one of his oaths mentions the sentence that I (in this case the notary) will keep confidential the contents of the deed and the information obtained in the duties of carrying out my office.

“Article 16 paragraph 1 letter e states that the Notary in this case will keep everything about the deed he made and all the information obtained for the making of the deed in accordance with the oath/promise of office, unless the law specifies otherwise.”<sup>21</sup>

The function of the oath of office carried out by every notary appointed in his authority to make deeds is so that the confidentiality of every deed he makes is maintained and does not escape maintaining the integrity of his position as a general official who helps serve the needs of the community, especially in making and certifying deeds that can be used as evidence and the strength of proof is perfect. This also applies to every notary protocol he holds even though the notary authority of the protocol holder is only limited to storing and providing a copy of the deed he holds to related parties who need it.

A deed becomes authentic not because of the Act, but because the deed is made by an authorized public official. The authenticity of the deed comes from uujn which is a notary who is the authorized general official. So that in the position of the deed it acquires an authentic nature as referred to in Article 1868 of the Criminal Code. The authority to make this authentic deed is a request from the parties who provide information and are poured into the notarial deed. The information made based on the agreement of the parties is based on the UUJN which as long as it does not conflict with the subjective and objective

<sup>21</sup> Indonesia, Undang-Undang Jabatan.... Ps. 16 ayat 1 huruf c.

requirements of Article 1320 of the Criminal Code. For their duties and obligations, the notary is required to be able to provide legal certainty guarantees and professional services.

Making a notarial deed requires *the prudentiality principle* that should be carried out by the notary in the process of making the deed, namely, introducing the identity of the interceptor, carefully verifying the data of the subject and object of the interceptor, giving a grace period in the work of the deed, acting carefully, carefully and meticulously in the process of working on the deed, fulfilling all the techniques of the requirements for making the deed. such forms of precautionary principles should be mandatory for a notary to implement so that later the notary can prevent legal problems with the authentic deeds he made in the future.

### CONCLUSION

1. The issuance of a copy of the notarial deed in its submission is contained in Article 65 of the UUJN which states that the notary is responsible for every deed he makes even though the notary protocol has been submitted to the depositor of the notary protocol. The legal consequence of the holder of the switch protocol can make a copy deed based on the minuta that has been submitted, that the notary protocol including the

minuta of the deed is a state document that must be stored and maintained properly by the notary, it is regulated in Article 1 number 13 of the UUJN, namely the notary protocol is a state archive and documents that must be kept and maintained by the notary. the function of the notary holding the protocol is to be able to make a copy of the deed he holds to the relevant interested parties.

2. The power of a copy of the deed made by a notary is equal to the evidentiary power of the original deed or an authentic deed minuta so that the evidentiary power is perfect and can be used as evidence of balance. if the minuta is good then a copy can be made on the basis of its contents, that any notary who is the protocol recipient of the notary who has expired his office or died may make such a copy. If the minuta is damaged due to negligence then the notary must be responsible including the notary who submits the protocol (werda) in this case is a notary of the deed maker or a notary werda.

### RECOMENDATION

The government should make laws and regulations that specifically regulate the Archives of Notary Protocols so that

there is legal certainty for notaries in storing and maintaining notary protocols. Notaries, substitute notaries, temporary notary officials and the Regional Supervisory Board are obliged to properly maintain and maintain the notary protocol. In addition, a notary is also obliged to give an understanding to his family or his heirs, that the inheritance left is not only in the form of property but is related to debts and obligations for his duties as a notary.

The government re-detailed the regulations related to the responsibilities of the notary holding the protocol because there was no provision that further regulated the extent of the responsibility for the storage of the notary protocol. So that the regulation is expected to be a solution to the problem of submitting a copy of the deed that will be used as evidence at trial.

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