

Notary Responsibility in Making a Deed of Statement of Resolution of the GMS: Problems and Legal Consequences (Study of Decision No. 373/Pdt.G/2022/PN Jkt.Sel)

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ABSTRACT

A notary is a public official who is responsible for the deeds they produce. A notarial deed, as an authentic deed, possesses perfect evidentiary power. An authentic deed drawn up by or before a notary must fulfill both formal and material requirements. If these requirements are not met, the deed may be declared legally defective, resulting in its nullification or invalidity. This study aims to analyze the legal responsibility of a notary and the legal consequences arising from the annulment of a notarial deed through a case approach based on Decision Number 373/Pdt.G/2022/PN Jkt.Sel. The results show that, in the decision, the notary was proven to have committed an unlawful act due to non-compliance with the provisions stipulated in the Law on Notary Position and the Notary Code of Ethics in drafting the Deed of Statement of Meeting Resolutions. Consequently, the deed was declared invalid and without legal force. The annulment gives rise to legal liability on the part of the notary and affects the validity of corporate decisions embodied in the deed, thereby creating legal implications for the parties concerned.

Keywords: Legal Responsibility; Notary; Deed of Statement of Meeting Resolutions

INTRODUCTION

Notaries are public officials who are trusted to create authentic deeds. Article 1 Paragraph 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (hereinafter referred to as the UUJN) states that a Notary is a public official who is authorized to make authentic deeds and has other authorities as referred to in this Law or based on other laws. Article 1868 of the Civil Code ("Civil Code") as a deed made in a form determined by or in the presence of a public official authorized for it at the place where the deed is made. In line with these provisions, Article 1 number 7 of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Office of Notary states that a Notary Deed hereinafter referred to as a Deed is an authentic deed made by or before a Notary according to the form and procedures stipulated in this Law. This article further stipulates that an authentic deed made by or before a Notary according to the form and procedure stipulated by the Law is also called a Notary deed. Therefore, from these provisions, it is known that there are 2 (two) types of Notary deeds, namely deeds made by Notaries (official deeds/*relasse acte*) and those made before the Notary (party deeds/*partij acte*) (Wiradiredja, 2016). 1) Official deed (*relasse acte*) is a deed that is made through an official who has authority through the presentation of what he sees, experiences, and does. The special feature of the official deed is that there is no comparison and the notary is fully responsible for proving the deed. Notaries are also not allowed to evaluate when making office deeds. For example, official deeds include

auction minutes, minutes of shareholders' general meetings, lottery withdrawals, and others. 2) *Partij acte* is an act performed in front of an authorized official. The deed is made by the request or will of interested parties. The characteristic of the deed is the existence of a comparison of the parties who say the authority of the parties when carrying out the legal actions outlined in the deed. For example, sale and purchase deeds, lease leases, establishment of a limited liability company, debt recognition and others (Ratna Putri et al., 2021)

Article 15 paragraph (1) of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Office of Notary has explained how the authority of a Notary is as follows:

"The notary is authorized to make an authentic Deed regarding all acts, agreements, and determinations required by the regulations of the legislature and/or that are required by the interested party to be stated in the authentic Deed, guarantee the certainty of the date of making the Deed, keep the Deed, provide grosse, copy and quotation of the Deed, all of which as long as the Deed is made is not also assigned or excluded to other officials or other persons determined by law."

The Notary Authority is contained in Article 7 of Law of the Republic of Indonesia Number 40 of 2007 concerning Limited Liability Companies which regulates the establishment of a company, in particular:

- Paragraph (1): The Company is established by two or more persons with a notary deed in Indonesian language.
- Paragraph (2): The Company obtains the status of a legal entity after being registered with the Minister and approved as a legal entity.
- Paragraph (5): The company's shareholders are natural persons or legal entities

Notaries are authorized in the establishment of a Limited Liability Company, namely in the preparation of the Deed of Establishment and registration of the Limited Liability Company with the Ministry. Article 21 of the Law of the Republic of Indonesia Number 40 of 2007 concerning Limited Liability Companies states that notaries also have authority other than those mentioned in Article 7, namely:

Article 21

(1) Certain amendments to the articles of association must be approved by the Minister of Finance.

(2) Certain amendments to the articles of association, as intended in paragraph (1), include:

- a. the name of the Company and/or the Company's place of residence;
- b. the purpose and objectives and business activities of the Company;
- c. the period of establishment of the Company;
- d. the amount of authorized capital;
- e. reduction of issued and paid-up capital; and/or
- f. A closed company becomes a Public Company or vice versa.

(3) Amendments to the articles of association other than as intended in paragraph (2) are sufficient to be notified to the Minister.

(4) Amendments to the articles of association as intended in paragraph (2) and paragraph (3) shall be contained or stated in a notary deed in Indonesian.

(5) Amendments to the articles of association that are not contained in the minutes of the meeting made by the notary must be stated in the notary deed no later than 30 (thirty) days from the date of the resolution of the GMS.

(6) Amendments to the articles of association shall not be stated in a notary deed after the expiry of the 30 (thirty) day period as intended in paragraph (5).

(7) The application for approval of amendments to the articles of association as intended in paragraph (2) shall be submitted to the Minister, no later than 30 (thirty) days from the date of the notary deed containing the amendment to the articles of association.

(8) The provisions as intended in paragraph (7) *mutatis mutandis* shall apply to the notification of amendments to the articles of association to the Minister.

(9) After the expiry of the 30 (thirty) day period as intended in paragraph (7), the application for approval or notification of amendment to the articles of association cannot be submitted or submitted to the Minister who affirms that the deed of the Statement of Meeting Decision (PKR) must be made in an authentic deed.

The role of a notary is very important in making an authentic deed in a Company, whether it is in the making of a deed of statement of decision of the General Meeting of Shareholders, or a deed of statement of decision outside the General Meeting of Shareholders. The deed was made with the aim of having perfect evidentiary force and becoming a joint decision that is binding on all shareholders of the Company. As a public official who is authorized to make authentic deeds, Notaries often act carelessly which results in legal problems, both in the realm of criminal law and the realm of civil law, this is because the parties who make authentic deeds provide false documents or provide false information to the notary so as to cause legal problems with the authentic deed they make.(Thyawarta & Markoni, 2024) The Deed of Statement of Meeting Resolution (PKR) is the will of the parties/presenters as the power of attorney appointed by the General Meeting of Shareholders (GMS) of a Company, in this case facing a Notary to request the making of a Deed of Statement of Meeting Resolution based on the minutes of the GMS of PT or based on the Circular Decision of PT. If it turns out that the audience attaches a false document, often the Notary is also drawn as a party who participates or helps to commit the forgery. Therefore, it is very necessary for Notaries to apply the principle of Prudence, as a fundamental guideline for Notaries in carrying out their professional duties and obligations. This is done to protect the interests of the public who give trust to Notaries The purpose of the principle of prudence is to ensure that Notaries are always guided by the procedures that have been set by the Law on the Notary Position. However, the principle of prudence is not expressly regulated in the regulations, but is explained in Article 16 number 1 letter (a) which states that:

In carrying out his duties, Notaries must:

a. Act trustworthy, honest, thorough, independent, impartial, and safeguard the interests of related parties in legal acts.

The meaning of caution in terms of the rule is interpreted as the notary must be careful in exercising his authority. If the notary does not apply the principle of prudence in carrying out his position, it will be detrimental to the parties (Okladea Amanda, 2022)

A Notary Deed may not have legal force through a court decision caused by the Notary's mistake or negligence in making the deed, but it can also be caused by the error or negligence of the parties in the deed. Problems can then arise from lawsuits from one of the parties. In civil cases, it is not uncommon for notaries to be dragged into being the defendant. One example is the case in decision number 373/Pdt. G/2022/PN Jkt.Sel.

The case in the decision number 373/Pdt. G/2022/PN Jkt.Sel began with the Plaintiff, namely PT. Wang Xiang Mining, which is the owner and shareholder of PT. Maesa Optimalah Mineral, which is a company engaged in nickel ore mining, has 15,000 shares with evidence in the form of ownership of the plaintiff's shares in PT. Maesa Optimalah Mineral based on Deed No. 149 dated March 26, 2015. The Plaintiff, namely Vence Rumangkang Martin (Deceased) without his knowledge, Steveneddy Mac Yames Rumangkang (Defendant I) and Amsal Gideon Michael Rumangkang (Defendant II) have made a Circular Decision of the Shareholders of PT. Maesa Optimalah Mineral outside the General Meeting of Shareholders on June 20, 2019, which approved the cancellation of Deed No. 149 dated March 26, 2015, and changed the composition of the share ownership and the composition of the members of the Board of Directors and Board of Commissioners of PT. Maesa Optimalah Minerals. The plaintiff, because as a 60% shareholder in PT. Maesa Optimalah Mineral has never made and signed a GMS or a Shareholders' Decision Outside the Meeting to approve the transfer of its own shares or shares owned by other shareholders in PT. Maesa Optimalah Mineral to a third party, then of course Deed No. 20 dated June 26, 2019, No. 05 dated July 26, 2021, and Deed No. 02 dated July 26, 2021, made before Charles, S.H., M.Kn, Notary in Palu City) are legally invalid. In this case, the Notary as the public official authorized in the preparation of the Shareholders' Decision Deed and requested approval and notified the Minister of Law and Human Rights of the Republic of Indonesia on Deed No. 20 dated June 26, 2019, No. 05 dated July 26, 2021, and Deed No. 02 dated July 26, 2021, without checking the share ownership of PT. Maesa Optimalah Mineral is an act that is dishonest, unfair, and un-independent, so it is unlawful. Regarding the deed in the case of decision number 373/Pdt. G/2022/PN Jkt.Sel, it is declared invalid and has no legal force, and the Notary can be held accountable. Based on the background description mentioned above, the author is interested in studying more deeply about the

RESEARCH METHODS

Legal research is a process that aims to analyze, understand, discover, or develop legal concepts, legal norms, and legal principles in order to provide solutions to legal problems in society or for the development of legal science itself. The research carried out is based on normative methods. by reviewing legal regulations or norms related to legal issues. According to Peter Mahmud Marzuki, Normative legal research is research that aims to find legal rules, legal principles, or legal doctrines to answer the legal issues faced." The author emphasizes the responsibility of Notaries in making deeds. The approach used is a case approach by examining real cases that occur in society, in this case the main object of study is in the form of a deed of the Statement of Meeting Decision and in the form of the consideration of the judge in the Court in making a decision. The Law Approach is an approach that is carried out by analyzing laws or regulations that have a correlation with the legal issues being researched, the legal approach examines more deeply the Law on the Notary Position and the notary code of ethics

RESULTS AND DISCUSSION

1.1 Notary Responsibility in Making Deed of Statement of Resolution of GMS

A notary is a public official authorized to create authentic deeds. The creation of authentic deeds is required by law and regulations to create certainty, order, and legal protection. Article 1868 of the Civil Code provides an explanation of the Authentic Act, the elements contained in Article 1868 of the Civil Code are as follows (Hendra, 2013):

1. That the deed is made and inaugurated in a legal form;
2. That the deed is made by or in the presence of a public official;
3. That the deed is made before the authority to make it in the place where it is made.

A deed can have a formal function (*formalitatis causa*), which means that for the completeness or perfection (not for the validity) of a legal act, a deed must be made. Here, the deed is a formal requirement for the existence of a legal act. In addition to its formal function, the deed has a function as evidence (*probationis causa*). The deed was made from the beginning deliberately to prove that the authentic right as the strongest and fullest evidence has an important role in every legal relationship in the life of the community Through an authentic deed that clearly determines rights and obligations, guarantees legal certainty, and at the same time it is hoped that disputes can be avoided (Ma & Wijaya, 2015). The notary is only in charge of recording or writing in the deed anything explained by the parties. They do not have the right to change, subtract, or add to what the witnesses explain. This passive nature is not absolute but is flexible relatively with the reference to application: i) in principle, the notary is not authorized to investigate the veracity of the information presented by the parties; ii) but in the event that the information submitted by the parties is contrary to: laws and regulations, public order, and morality, then in such a case the notary must refuse to make the requested deed (Harahap, 2008)

Notaries play an important role in civil law traffic, especially in creating authentic deeds. One form of authentic deed that is often made in front of a notary is the Deed of Statement of Resolution of the General Meeting of Shareholders (GMS) which is an important part of the corporate activities of a Limited Liability Company (PT). Notaries have a very important role as the maker of notarized deeds of a Limited Liability Company as well as to access amendments to the Articles of Association through the Legal Entity Administration System (SABH). It does not matter if the preparation of meeting minutes, especially the PKR Deed has met the requirements based on the provisions of the law and the Company's Articles of Association, but in reality it is still found that the making of the PKR Deed of a Limited Liability Company does not meet the conditions specified by the applicable laws. The duty of a Notary before making a Deed of Statement of Meeting Resolution is to examine and check the content of the minutes / minutes of the GMS made under the

hand by paying attention to the procedures for the implementation of the GMS in accordance with the rules in the Constitution, including regarding the summoning of the GMS (Article 82 of the Constitution), related to the quorum according to the agenda of the meeting (Article 87 of the Constitution), in addition to having to be in accordance with the provisions of the Constitution, It is also necessary to pay attention to the company's articles of association. The preparation of the minutes of the extraordinary general meeting of shareholders refers to the provisions in the Limited Liability Company Law (UUPT), namely "Every GMS, the minutes of the GMS must be made and signed by the chairman of the meeting and at least (one) shareholder appointed from and by the participants of the GMS" (Harahap, 2015). For the validity of the GMS, a quorum of more than 50% must be met, the quorum of amendment to the Articles of Association is 2/3 of all shareholders who have the right to vote. Meanwhile, the meeting regarding the merger, merger, takeover, or separation of Article 89 of the Constitution states that

- 1) The GMS to approve the Merger, Merger, Takeover, or Separation, the submission of an application for the Company to be declared bankrupt, the extension of its period of establishment, and the dissolution of the Company may be held if at least 3/4 (three-fourths) of the total number of shares with voting rights are present or represented in the GMS and the decision is valid if approved by at least 3/4 (three of them) one-quarter) part of the number of votes cast, unless the articles of association specify a quorum of attendance and/or provisions on the decision-making requirements of a larger GMS.
- 2) In the event that the quorum of attendance as intended in paragraph (1) is not reached, a second GMS may be held.
- 3) The second GMS as intended in paragraph (2) is valid and has the right to make a decision if at least 2/3 (two-thirds) of the total number of shares with voting rights are present or represented at the GMS and the decision is valid if approved by at least 3/4 (three-fourths) of the number of votes cast, unless the articles of association specify the quorum of attendance and/or the provisions of the articles of association larger GMS decision-making requirements.
- 4) The provisions as intended in Article 86 paragraph (5), paragraph (6), paragraph (7), paragraph (8), and paragraph (9) shall apply mutatis mutandis to the GMS as intended in paragraph (1).
- 5) The provisions as intended in paragraph (1), paragraph (2), and paragraph (3) regarding the quorum of attendance and/or provisions regarding the decision-making requirements of the GMS shall also apply to Public Companies as long as they are not otherwise regulated in the laws and regulations in the field of capital market.

Submission of an application for the company to be declared bankrupt, or an extension of the company's time or the dissolution of the company, this GMS is valid if attended by at least 75% or 3/4 of all shareholders who have the right to vote following the decision (Ariani et al., 2021). So that a notary must be careful in checking the documents given to him at the time of making the Deed of Statement of Meeting Decision.

Responsibility is a condition of being obliged to bear everything, if there is something, it can be demanded, blamed, allowed and so on (Wahyu, 2005). Referring to the provisions of Article 1365 of the Civil Code that every unlawful act, which brings harm to another person, obliges the person who, by mistake, publishes the loss, to compensate for the loss. Similarly, Notaries, holding the position of Notary must be honest with themselves based on spiritual, moral, mental and good and correct morals. In addition, Notaries must also have a high intellectual level and who have a neutral or impartial nature, independent, independent, do not pursue material, uphold the dignity and dignity of a professional Notary (A.A.Andi, 2010). The responsibility of a notary is regulated by law, as stated in Article 65 of the UUJN. The Notary must be responsible for every deed he makes, as long as the deed is made based on the provisions of the deed, the terms and contents are fulfilled and do not contradict the general provisions and can meet the sense of justice of all related parties, then the Notary cannot be held responsible for the deed. The Notary in this case is not responsible for the deed "Statement of Meeting Decision (PKR)" made before the Notary, because the contents of the deed "Statement of Meeting Decision (PKR)" are based on the minutes of the GMS, the contents of which are the responsibility of all parties present at the GMS. The notary is only responsible for the form of the deed "Statement of Meeting Decision (PKR)" in a formal manner while the

validity of the material or content of the agreement and all the legal consequences it raises, the notary cannot be prosecuted and held accountable by the parties, this is entirely the responsibility of the parties who made the agreement, the notary himself only plays a role in hearing, seeing and accepting the wishes of the parties and then it is stated in the form of a deed, as long as the will of the parties does not violate the applicable general provisions. Therefore, a notary must seriously pay attention to the legal provisions regarding the procedure for making a deed of the Statement of Meeting Decision (PKR) to avoid legal problems in the future.

Decision No. 373/Pdt.G/2022/PN Jkt.Sel basically discusses a Notary who makes a Deed of Statement of Meeting Resolution on Deed No. 20 dated June 26, 2019, No. 05 dated July 26, 2021, and Deed No. 02 dated July 26, 2021, without checking the share ownership of PT. Maesa Optimalah Minerals. In the verdict, it is stated that the Defendant (Notary) has committed an unlawful act, and declares that it is invalid or has no legal force:

- Deed Number 20 dated June 26, 2019, made before Charles, S.H.,
M.Kn, Notaris of Palu;

- Deed Number 05, dated July 26, 2021, made before Dede Munajat,
S.H., Notary in Bogor and;

- Deed Number 02, dated July 26, 2021, made before Dede Munajat,
S.H., Notary in Bogor with all its legal consequences;

In carrying out their duties, notaries are legally, ethically, and administratively responsible for the formal truth of the deed they create. These responsibilities include:

1. **Formal Responsibilities**

The Notary is obliged to ensure that the procedure for the implementation of the GMS is in accordance with the provisions of Law No. 40 of 2007 concerning Limited Liability Companies (UUPT), including the validity of the meeting participants, quorum, agenda, and decisions taken., Reflecting on this case, the Notary has neglected not to examine the documents given to him.

2. **Material Liability (Limited)**

Although the notary is not responsible for the content of the GMS resolution (because it is a shareholder decision), the notary is obliged to write the contents of the statement according to what is submitted and ensure that there are no legal defects from the formal aspect. In this case, the deed made by a notary is declared legally defective because in its creation the content of the deed is not in accordance with the provisions for making the deed, namely the contents of the deed are made without the knowledge of the shareholders.

3. **Ethical Responsibilities and Positions**

Notaries are subject to the Notary Code of Ethics and the Law on the Notary Position (UUJN - Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Notary Position) If it is proven that they have committed negligence or intentionality in making a deed that is detrimental to another party, the notary may be subject to administrative, civil, and criminal sanctions.

Thus, based on the notary's responsibility in the said decision, the author is of the view that the fact that a notary is still not in accordance with the provisions of the Law on the Notary Position and the Notary Code of Ethics. The author agrees with the judge, with the cancellation of the deed made by the notary has provided protection for the parties.

1.2 Legal Consequences for Notaries

Basically, the legal relationship between the Notary and the witnesses who make the deed before or by the Notary cannot be determined at the beginning of the Notary and the witnesses are related, because at that time there were no problems. To determine the form of legal relationship between the Notary and the witnesses must be associated with the provisions of Article 1869 of the BW. This can be used as a basis to sue the Notary as an unlawful act because:

- 1) The notary is not authorized to make the deed in question;
- 2) the inability of the Notary concerned to make a deed;

- 3) the Notary deed is defective in its form; and
- 4) negligence or fault of the Notary that causes losses to other parties.

Thus, the position of a Notary deed that has the power of proof as a deed under hand is not based on a Notary deed that does not meet subjective and objective conditions, but in the event of:

- 1) The law (UUJN) has determined the requirements for Notary deeds that have the power of proof as a deed under hand, namely not meeting external requirements.
- 2) Notaries are not careful, not thorough, and inappropriate in applying legal rules related to the implementation of the duties of the Notary office based on the UUJN, as well as in applying legal rules related to the content of the deed.

Claims against the Notary in the form of reimbursement of costs, damages, and interest As a result of the Notary's deed having the power of proof as a deed under hand based on:

- 1) A typical legal relationship between the notary and the witnesses is an unlawful act.
- 2) Inaccuracy, inaccuracy, and inaccuracies in:
- 3) Administrative techniques for making deeds based on the UUJN;

The application of various rules contained in the deed concerned for the presenters, which is not based on the ability to master the science of Notary in particular and law in general.

Before the Notary is sentenced to civil sanctions in the form of reimbursement, damages, and interest, it must first be proven that

- 1) there is a loss that arises;
- 2) there is a causal relationship or cause effect between the occurrence of the loss and the act that violates the norms committed by the parties; the violation (act) or negligence is due to an error that can be accounted to the Notary concerned (Adi & Munandir, 2017)

Based on the provisions of the Law on Notary Positions (UUJN) and other laws and regulations, the legal consequences for notaries can be classified as follows:

1) Legal Consequences Administratively

Notaries can be subject to administrative sanctions by the Regional Supervisory Council (MPD), Regional Supervisory Council (MPW), or Central Supervisory Council (MPP) if proven to have violated the provisions of the notary position or code of ethics. Article 6 of the Notary Code of Ethics Results of the Extraordinary Conference of the Indonesian Notary Association in Banten, states that the form of sanctions can be in the form of:

- a. Reprimand
- b. Warnings
- c. Temporary Dismissal of Members of the Association
- d. Honorable dismissal from association membership
- e. Disrespectful dismissal from association membership

The articles in the Law on the Notary Position that mention sanctions against notaries are spread in several articles, namely: Article 7 number 2, Article 16 number 11, Article 17 number 2, Article 19 number 4, Article 32 number 4, Article 54 number 2 and Article 65A. The types of sanctions are in the form of:

- a. written warnings;
- b. temporary stops;
- c. dismissal with respect; or
- d. disrespectful dismissal

2) Civil Legal Consequences

Notaries can be sued civilly if the deed he makes harms one of the parties, the Notary can be asked for compensation for acts that are qualified as unlawful acts (*onrechtmatige daad*) as stipulated in Article 1365 of the Civil Code.

as in Decision No. 373/Pdt. G/2022/PN Jkt.Sel, where the notary deed was used as the object of the lawsuit because it was considered to violate procedures and cause losses.

1) Criminal Legal Consequences

If it is proven that the notary deliberately entered false information in the deed (for example regarding the presence of the party at the GMS), then he may be subject to criminal sanctions based on:

- a. Article 266 of the Criminal Code, which requires the inclusion of false information in an authentic deed, is also applicable.
- b. The threat of imprisonment is a maximum of 7 years.

2) Legal Consequences on the Validity of the Act

A deed made by a notary can lose its authentic evidentiary force when:

- a. Not meeting formal requirements (such as the presence of legal parties),
- b. Contains a legal defect or procedural defect.

In this case, the deed only has the power of proof as a deed under hand, or can even be declared null and void by the court.

The Deed of Meeting Decision Statement (PKR) can be declared null and void if it does not meet the conditions specified by laws and regulations. The following are some reasons that can cause the PKR Act to be declared null and void:

- 1) Not Formal Requirements: PKR deeds do not meet formal requirements, such as not being signed by a notary or not having a notary stamp.
- 2) Not Materially Eligible: The PKR Deed does not meet material requirements, such as not listing the date, time, and place of the meeting.
- 3) Errors in the Making of Acts: The PKR Act is made with errors, such as errors in including a person's name or position.
- 4) Creation of PKR Deed by an Unauthorized Notary: A PKR Deed is made by a notary who is not authorized to make the deed.

Based on the description above, it can be seen that the position of the notary as a public official who is authorized in making authentic deeds so that it is necessary to carry out great legal duties and responsibilities for this, especially in prioritizing the principle of prudence so as not to stumble upon problems in making a notary deed that should be carried out by the Notary when concluding legal events and making deeds

It is related to Decision No. 373/Pdt. G/2022/PN Jkt.Sel. that the unlawful acts committed by the Notary result in invalidity or no legal force:

- Deed Number 20 dated June 26, 2019, made before Charles, S.H., M.Kn, Notaris of Palu;
- Deed Number 05, dated July 26, 2021, made before Dede Munajat, S.H., Notary in Bogor and;
- Deed Number 02, dated July 26, 2021, made before Dede Munajat, S.H., Notary in Bogor.

CONCLUSION

The legal position of a Notary who is a public official has the authority to make an authentic deed in carrying out his duties must be in accordance with the Law on the Notary Position and in making the deed, it is necessary to remember to prioritize the principle of prudence and prioritize meticulousness and meticulousness as in Article 16 paragraph 1 Letter a, as well as the Notary Code of Ethics. This case emphasizes the importance of the role of notaries in ensuring the validity and compliance with legal procedures in making deeds of declaration of GMS resolution. Notaries must be careful and careful in carrying out their duties to avoid potential legal disputes that can harm all parties involved. In carrying out his duties, notaries are legally responsible, ethical, and administrative for the formal truth of the deed he makes. Based on the notary's responsibility in decision No. 373/Pdt. G/2022/PN Jkt.Sel, a Notary in making a Deed of Statement of Meeting Decision, without checking the

share ownership of PT. Maesa Optimalah Mineral, the author is of the view that the fact that a notary is still not in accordance with the provisions of the Law on the Notary Position and the Notary Code of Ethics. The Notary's negligence in exercising his authority and responsibility results in invalidity and does not have the legal force of Deed Number 20 dated June 26, 2019, Deed Number 05 dated July 26, 2021, and Deed Number 02 dated July 26, 2021.

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