

Notary Responsibility in Correcting Clerical and Typographical Errors in Deeds

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ABSTRACT

This study constitutes normative legal research that analyzes the notary's responsibility in correcting clerical and/or typographical errors in signed deeds, which plays an important role in ensuring the validity of deeds and legal certainty for the parties involved. The Notary Office Law grants notaries the authority to draw authentic deeds concerning all legal acts, agreements, and stipulations required by statutory regulations. The focus of this study is the notary's authority over clerical and/or typographical errors in the minuta deed, as well as the notary's responsibility toward parties who suffer losses due to such errors in a minuta deed whose copy has already been issued. This research employs a conceptual and statutory approach. Corrections are made in the presence of the appearers, witnesses, and notary and are subsequently recorded in a deed of correction minutes. If an error causes losses to the parties, the notary may be held civilly, administratively, or criminally liable and is required to undertake corrective measures in accordance with the applicable legal provisions in order to ensure legal certainty, justice, and legal protection. The notary's responsibility for typographical errors in a copied minuta deed is carried out through renvoi or by correcting the erroneous copy of the minuta deed, with initials affixed by the appearers, witnesses, and notary. Therefore, notaries must consistently uphold professionalism, accuracy, and the principle of prudence in performing their duties to ensure legal certainty and protect the interests of the parties.

Keywords: Notary's Responsibility, Correction of Deeds, Writing and Typing Errors

INTRODUCTION

The notary's responsibility in correcting clerical and/or typographical errors in deeds is an important issue in Indonesian notarial law because it is directly related to the validity of authentic deeds, legal certainty, and the protection of the parties. A notarial deed should not be understood merely as an administrative document but also as an evidentiary instrument that holds a special position in civil law. Article 1868 of the Indonesian Civil Code defines an authentic deed as a deed made in the form prescribed by law by or before an authorized public official. Consequently, any error in the formal construction or wording of a deed cannot be regarded as an ordinary technical matter, since such an error may affect the evidentiary value of the deed and the legal interests of the parties.

As a public official, a notary obtains the authority to draw up authentic deeds, guarantee the certainty of the date of deed execution, keep minuta deeds, and issue grosses, copies, and excerpts of deeds. This authority is not unlimited, as its implementation is governed by the Notary Office Law, Indonesian Civil Code, professional code of ethics, and general principle of prudence. In this position, the notary stands at the intersection of private legal services and the state's public mandate. Deeds drawn up by notaries are trusted by the public because they contain formal truth concerning the identity of the appearers, the time of

execution, the form of the deed, the reading process, the signing process, and the statements of intent of the parties. Therefore, clerical and/or typographical errors in the minuta or copies of deeds require a disciplined, accountable, and verifiable resolution.

In notarial practice, clerical and/or typographical errors may occur in writing identities, numbers, dates, object areas, time periods, monetary amounts, or the wording of certain clauses. Some errors are non-substantive, such as spelling mistakes that do not alter the overall meaning of the sentence. Conversely, some errors are substantive because they change the meaning and legal consequences of a deed. Errors in writing nominal figures, land areas, periods of performance, or contractual objects may affect the distribution of rights and obligations among parties. At this point, an academic problem arises: not every error can be resolved through the same mechanism, while the Notary Office Law has not yet provided a detailed definition of the boundary between clerical or typographical errors that may be corrected and substantive errors that require a new legal act.

Article 48 of the Notary Office Law regulates the prohibition against altering the contents of a deed by replacing, adding, crossing out, inserting, deleting, or overwriting, but it provides a limited exception as long as certain changes are approved by the appearers, witnesses, and notary. Article 51 recognizes the notary's authority to correct clerical and/or typographical errors in a signed minuta deed through a deed of correction and by recording the correction in the original minuta deed. These two provisions provide a corrective basis but simultaneously create interpretative issues. The absence of explicit conceptual limits regarding the nature of errors may cause correction practices to be understood differently by notaries, parties, professional supervisory bodies and judges. Permatasari and Mayasari (2024) emphasized that *renvoi* must be understood as a valid corrective act only when it is carried out in accordance with the form and approval required by law.

The urgency of this study is further strengthened by the fact that seemingly simple errors may give rise to concrete disputes. Decision of the Pekanbaru District Court Number 247/PDT. G/2016/PN. The PBR shows that changes to a minute deed after signing may trigger objections from one of the parties if they are made without a valid *renvoi* mechanism or deed of correction minutes. Although the lawsuit in that case was declared inadmissible, it demonstrates that a notary's corrective act may become a source of dispute if it is not carried out transparently and procedurally. Hage and Hastuti (2023) also show that changes to the contents of a deed by a notary have serious consequences because they concern public trust in authentic deeds as evidentiary instruments.

Previous studies have discussed notaries' responsibility for errors in deed drafting, errors in copies of deeds, *renvoi* in minuta deeds, and the legal consequences of defective deeds. Sabrina and Musyafah (2024) emphasize that a notary may be held liable if there is intent or negligence in drafting a deed. Fidelia, Halim, and Soedewo (2020) discuss the notary's responsibility for discrepancies between copies of deeds and minuta deeds. Astrawinata, Andrea, Mas, and Kusuma (2024) examine the notary's responsibility for errors in issued copies of deeds. Syamsula, Fakhriah, and Zahra (2025) explain the stages of identifying the type of error, implementing *renvoi* before the parties, and recording the correction. Nevertheless, studies that systematically connect the classification of errors, limits of corrective authority, correction procedures, and forms of notarial responsibility still need to be further clarified.

The novelty of this article lies in its normative mapping of the relationship between types of errors, correction mechanisms, and the consequences of notarial responsibility after the minuta deed has been signed and the copy of the deed has been issued. This focus is important because copies of deeds are often already used by the parties for administrative, transactional, evidentiary, or other processes that generate further legal effects. If a notary withdraws or replaces a copy without a clear procedural basis, such actions may create risks of misuse, document duplication, or uncertainty regarding the applicable version of the deed. Therefore, this article does not only examine whether a notary is authorized to correct errors, but also how the limits of that authority should be constructed in accordance with legal certainty, the principle of prudence, and the protection of injured parties.

Based on the foregoing explanation, this article aims to analyze the notary's authority over clerical and/or typographical errors in signed minuta deeds, as well as the notary's responsibility toward parties who suffer losses due to clerical and/or typographical errors in minuta deeds whose copies have already

been issued. The analysis is directed toward producing a legal construction that distinguishes between non-substantive and substantive errors, determines the appropriate correction mechanism, and assesses the forms of notarial liability in civil, administrative, ethical, and criminal contexts within proportional limits.

RESEARCH METHOD

This study employs a normative legal research approach. Normative legal research was selected because the issue analyzed focuses on legal norms, legal principles, doctrines, and the juridical consequences of a notary's actions in correcting clerical and/or typographical errors in the deeds. Marzuki (2021) explains that legal research is conducted to formulate legal arguments, concepts, and prescriptions regarding the legal issues under examination; therefore, a normative approach is relevant to this study. In line with this view, Soekanto and Mamudji (2019) affirmed that normative legal research relies primarily on library materials or secondary data as the main basis for legal analysis. This method is appropriate for examining the relationship between the provisions of the Notary Office Law, the Indonesian Civil Code, the professional code of ethics, and the practice of correcting deeds. Nurhayati, Ifrani, and Said (2021) further emphasize that normative legal research can be used to examine the systematics of legal norms, regulatory consistency, and legal arguments derived from both primary and secondary legal materials.

The approaches used in this study include the statutory, conceptual, and case approaches. The statutory approach examines Articles 1868, 1870, and 1365 of the Indonesian Civil Code; Articles 15, 16, 38, 48, and 51, as well as the sanction provisions under the Notary Office Law; relevant criminal provisions under the Indonesian Criminal Code; and ethical norms governing the notarial profession. The conceptual approach is used to explain the concepts of authentic deeds, minuta deeds, copies of deeds, renvoi, deeds of correction minutes, non-substantive errors, substantive errors, legal certainty, and official responsibility. A case approach was used to examine the relevance of Pekanbaru District Court Decision Number 247/PDT. G/2016/PN.PBR as an example of a dispute arising from changes made to a minuta deed after it was signed.

The primary legal materials in this study are statutory regulations and court decisions. Secondary legal materials include books on notarial law, books on legal research methods, legal journal articles, previous research findings, and scholarly doctrines. Tertiary legal materials, such as legal dictionaries and supporting sources, are used in a limited manner to clarify legal terms. Muhaimin (2020) states that legal materials in normative research must be classified according to their relevance to the legal issue so that the analysis can be conducted systematically and prescriptively. The thesis data, as the main material, were redeveloped into an article by simplifying the chapter structure, eliminating repetition, strengthening academic arguments, and integrating previous studies that are directly relevant to notarial responsibility, renvoi, minuta deeds, and typographical errors.

Legal materials were collected through library research. All legal materials were classified based on relevant issues, namely, notarial authority, deed correction procedures, error classification, legal consequences for deeds, and forms of notarial responsibility. The analysis was conducted qualitatively through grammatical, systematic and teleological interpretation. Grammatical interpretation was used to interpret the phrase clerical and/or typographical errors in Article 51 of the Notary Office Law. Systematic interpretation was used to connect Article 51 with Article 48, Article 16, and the sanction provisions of the Charter. A teleological interpretation was used to understand the purpose of correction, namely, to maintain the formal truth of deeds, legal certainty, and the protection of the parties without allowing unilateral changes to the substance of the agreement.

RESULTS AND DISCUSSION

The Notary's Authority in Correcting Clerical and/or Typographical Errors

A notary derives the principal authority to draw up authentic deeds from Article 15 paragraph (1) of the Notary Office Law. The strengthening of notarial authority is also reflected in the study by Aptaningsih, Senastri, and Jaya Utama (2025), which shows that notaries are authorized to prepare deeds related to credit guarantees based on the agreement of the parties, including powers of attorney, debt settlement deeds, sale and purchase deeds, sale and purchase binding agreements, and vacancy agreements. This finding is relevant in affirming that the notary's authority in preparing deeds must always be situated within the

relationship between the intention of the parties, procedural compliance, and the legal certainty of the document. Such authority includes drawing up deeds concerning all acts, agreements, and stipulations required by statutory regulations or desired by interested parties to be stated in an authentic deed. Within the framework of administrative law, this authority is attributed because it is granted directly by law. Therefore, responsibility for the exercise of such authority is attached to the notarial office, not merely to the personal will of the notary. Hartono and Raisah (2023) emphasize that a notary may be held civilly and administratively liable if an error in the drafting of a deed causes losses to the parties.

The notary's corrective authority under Article 51 of the Notary Office Law cannot be separated from the notary's duty to act in a trustworthy, honest, careful, independent, and impartial manner and to safeguard the interests of the parties, as stipulated in Article 16 paragraph (1) letter a. The duty to act carefully constitutes both an ethical and normative basis for preventing errors from the outset, whereas corrective authority serves as a remedial instrument when errors occur. The principle of prudence in the notarial office is not only related to the moral obligations of the profession but also serves as a juridical parameter in assessing whether official negligence exists. Sonbai, Mahendrawati, and Santika (2022) affirm that Article 16, Paragraph (1), Letter a of the Notary Office Law requires notaries to act carefully, accurately, and prudently in administering deeds so that the exercise of their office does not give rise to unlawful acts, whether in the civil or criminal sphere. Thus, correction is not a mechanism to justify negligence, but rather a legal instrument that must be used carefully so that the deed continues to reflect true legal facts and intentions.

Article 48 regulates changes to the contents of a deed before or at the time of signing through a mechanism of amendment that is initialed or otherwise approved by the appearers, witnesses, and notary. Article 51 regulates the correction of clerical and/or typographical errors in a signed minuta deed by preparing a deed of correction minutes and recording it in the original minuta. The distinction between these two provisions is significant. Article 48 concerns changes that remain part of the deed-making process, whereas Article 51 concerns corrections to a minuta deed that has already been signed by the parties. Accordingly, post-signing corrections must be more strictly limited so that they do not become unilateral changes to the contents of the deed.

The notary's authority to correct errors also continues to apply when a copy of the deed is already issued. Article 51 does not exclude minuta deeds whose copies have been issued. However, such circumstances require a higher standard of prudence because a copy of the deed may already have been circulated and used by the parties. Fidelia et al. (2020) show that discrepancies between a copy and a minuta deed may give rise to notarial responsibility because a copy must reproduce the minuta deed verbatim. Therefore, correction must not be carried out by informally replacing the copy, but must instead be made through a deed of correction minutes that clearly states the reason, object, date, and number of corrections.

In a *partij* deed, the contents originate from the statements and intentions of the parties. The notary is responsible for the formal aspects, namely ensuring the identity of the parties, their capacity to act, the reading and signing process, the form of the deed, and the procedure for drawing up the deed. A notary may not alter the substance of the parties' intentions on the grounds of clarifying the wording after the minuta deed has been signed. In a *relaas* deed, the notary records facts that are seen, heard, or carried out directly in the exercise of the notarial office. Errors in parts that constitute the notary's statement may be corrected as long as they correspond to objective facts and administrative records of the office. However, whether in a *partij* deed or a *relaas* deed, the general principle remains the same: correction must not erase the trace of the change, must not be carried out secretly, and must not produce different versions of the deed without a legal basis.

Based on the theory of legal certainty, corrections must produce clarity rather than adding ambiguity. An authentic deed can perform its evidentiary function only when the public and judicial institutions are able to identify the valid version of the document, the basis of the correction, and the parties who approved or were aware of the correction. Umar, Sumilat, Ante, Paendong, and Umboh (2025) emphasize the importance of balancing procedural certainty and substantive justice in the settlement of civil disputes. In the context of notarial deeds, procedural certainty is necessary to ensure that corrections do not eliminate justice for parties harmed by unapproved changes.

Classification of Errors: Non-Substantive and Substantive

Error classification is the initial stage that determines the appropriate correction mechanism. Non-substantive errors are technical errors that do not affect legal meaning, do not alter essential identity, do not change the object, do not affect rights and obligations, and do not open a new interpretation of the contents of the deed. Examples include typographical errors that are easily identifiable as spelling mistakes, letter errors that do not create a different identity, and punctuation errors that do not alter the structure of an obligation. Such errors may be corrected as long as the trace of correction is clear and does not create a new substantive version of the deed.

Substantive errors are those that alter or potentially alter the legal meaning of a deed. Such errors may include incorrect writing of monetary amounts, object areas, certificate numbers, due dates, party identities, legal capacity, contractual objects, types of rights, or clauses that determine obligations. If an incorrect word or figure produces different legal consequences, the correction cannot be treated as a mere administrative correction. In certain circumstances, substantive correction requires the presence and approval of the parties, a deed of correction, a deed of cancellation, or the drawing up of a new deed. Astrawinata et al. (2024) distinguish between non-substantive and substantive errors by placing the principle of prudence as the main standard for determining notarial responsibility.

The distinction between non-substantive and substantive errors cannot always be determined solely based on the error form. A single incorrect letter may be non-substantive if it does not alter the meaning, but it may become substantive if it creates the name of a different party. A single incorrect number may become a serious error if it relates to the transaction value, land area, number of shares, or the duration of the agreement. Therefore, the notary must assess the context, location of the error, relationship between the error and other clauses, potential loss, and possible interpretation by judges or third parties. At this point, a conceptual approach is necessary to avoid an overly formal understanding.

Syamsula et al. (2025) argue that the renvoi process should begin with the identification of the type of error, followed by correction before the parties and recording in the deed of correction. This finding is consistent with the need to establish a working standard for notaries public. Without initial identification, the notary may choose the wrong mechanism for authentication. A substantive error that is only initialized unilaterally by the notary may create the risk of cancellation, while a non-substantive error that is treated excessively may hinder administrative certainty. Therefore, a proportionality standard must be applied: the greater the impact of an error on rights and obligations, the stronger the need for the explicit approval of the parties and formal documentation.

Table 1. Classification of Errors and Legal Implications of Correcting Notarial Deeds

Category of Error	Indicators of Error	Correction Mechanism	Liability Implications
Non-substantive	Spelling, letter, or punctuation errors that do not alter the legal meaning.	Renvoi or a deed of correction minutes with a clear note in the minuta deed.	Generally does not affect the validity of the deed if carried out in accordance with the proper procedure.
Limited substantive	Errors in numbers, dates, or identities that can still be verified and approved by the parties.	A deed of correction minutes or correction deed made in the presence of, or with the approval of, the parties, witnesses, and notary.	May give rise to civil or administrative liability if the correction is not carried out transparently.
Fundamental substantive	Errors that alter the object, principal value, parties, or substance of the agreement	A deed of cancellation and/or the drawing up of a new deed if the correction alters the legal intention.	Potentially reduces the evidentiary value of the deed and may give rise to a claim for damages.

Category of Error	Indicators of Error	Correction Mechanism	Liability Implications
Intentional misconduct or manipulation	Changes to the contents of the minuta deed after signing without the approval of the parties.	Cannot be justified as a correction and must be assessed as an official misconduct.	May give rise to ethical, administrative, civil, and criminal liability.

Correction Mechanism After the Minuta Deed Has Been Signed

Corrections made after the minuta deed is signed must be distinguished from corrections made before signing. Before a deed is signed, changes remain part of the deed-making process and may be carried out through *renvoi* by affixing the initials or other forms of approval of the parties, the witnesses, and the notary. Once the minuta deed has been signed, the deed acquires the status of an authentic document preserved within the notary's protocol. Therefore, corrections may not be made by unilaterally crossing out or replacing certain parts of the deed, but must be documented through minutes of correction, as stipulated in Article 51 of the Notary Office Law.

Article 51 requires the notary to prepare minutes of correction and to note the date and number of the deed of correction minutes on the original minuta deed. A copy of the deed of correction minutes must be delivered to all parties. This sequence reflects three principles. First, the correction must produce a corrective document that functions as formal evidence of the correction. Second, the original minuta deed must not be altered without a trace because the minuta is part of the notarial protocol that must be preserved. Third, the parties must receive official information to ensure that there is no discrepancy in their knowledge of the contents of the deed after the correction has been made.

In practice, the minutes of correction should contain the identity of the deed being corrected, the erroneous part, the correct formulation, the legal basis for the correction, the date of correction, information regarding the presence or approval of the parties, witnesses, and notary, as well as a statement that the correction does not alter the substance of the parties' intentions. If the correction concerns an element that may affect rights and obligations, the notary must summon the appearers again or obtain a valid, specific, and accountable PoA. A correction cannot be sufficiently carried out merely by making an internal note in the notary's office or by withdrawing a copy of the deed without minutes of correction, because such actions do not provide an adequate legal record.

When a copy of the deed has already been issued, the notary must exercise caution regarding the possibility that the copy has been used in another administrative process. Based on the principle of prudence, withdrawing the old copy should not be the only correction mechanism. A safer measure is to prepare minutes of correction, provide copies of those minutes to the parties, and, where necessary, issue a copy of the deed containing a note of the correction. In this way, third parties can understand that an official correction has been made and that there are not two conflicting versions of the deed. Halim (2022) emphasizes the importance of the notary's responsibility in maintaining the minuta deed as part of the protocol, while Nadea, Daulay, and Rembrandt (2023) show that the storage of minuta deeds requires administrative order that carries implications for official responsibility.

Corrections must also consider whether the error occurs at the beginning, body, or closing of the deed. Errors at the beginning of the deed, such as the time of execution or the notary's identity, relate to the notary's official statement and may be verified through the repertory. Errors in the body of the deed are more sensitive because they contain the will and agreements of the parties. Errors in the closing part of the deed relate to the reading, signing, presence of witnesses and description of changes. Therefore, corrections in the body of the deed must receive strict attention. If an error in the body of the deed alters the performance, object, or legal position of the parties, the notary should not treat it as an ordinary typographical error.

Corrections made without complying with the mechanisms provided in Article 48 or Article 51 may cause the deed to have only the evidentiary value of a private deed or may provide grounds for the injured party to claim costs, damages, and interest. This consequence is consistent with the logic of the legal protection. An authentic deed obtains perfect evidentiary force because it is created through strict formal

procedures. If these procedures are violated at the correction stage, the basis of trust in the deed is also weakened. Therefore, the correction procedure is not merely a formality but a condition for the legitimacy of the notary's corrective act.

The Notary's Responsibility Toward Injured Parties

The notary's responsibility toward injured parties must be understood based on the principle of fault-based liability. A notary is not automatically responsible for the entire material content of a *partij deed* because such content essentially originates from the statements and intentions of the parties. However, the notary is responsible if the loss arises from negligence or intent in carrying out the formal duties of the office, including carelessness in typing, examining, reading, preserving the *minuta deed*, issuing copies or making corrections. Sabrina and Musyafah (2024) state that the notary's responsibility for errors in deed drafting depends on the proven existence of intent or negligence.

Civil liability may arise under Article 1365 of the Indonesian Civil Code if the elements of an unlawful act, fault, loss, and a causal relationship are fulfilled. In the case of typographical errors, the unlawful act may take the form of a breach of the duty of care or a correction that is not carried out in accordance with the proper procedure. Fault may consist of negligence in failing to examine the deed carefully or intent in altering the contents of the deed after signing. Loss may be material, such as the loss of economic rights, delayed transactions, additional costs, or failed administrative processes; it may also be immaterial, such as anxiety, reputational harm, or legal uncertainty. The causal relationship must demonstrate that the loss resulted from the notary's act or negligence and not merely from false statements made by the parties.

Administrative responsibility arises from breaches of official duties. The Notary Office Law provides sanctions in the form of written warnings, temporary suspension, honorable dismissal, or dishonorable dismissal under certain circumstances. Administrative sanctions do not always depend on the existence of a civil lawsuit because their focus is on professional discipline and orderly administration of the office. When a notary makes a correction without minutes of correction, without a note on the *minuta deed*, or without delivering a copy of the minutes of correction to the parties, such administrative violation may be assessed by the supervisory council in accordance with its authority. Turatmiyah, Samawati, Handayani, and Firsta (2024) show that procedural ambiguity in notarial practice often requires more operational guidelines to ensure the uniform implementation of official duties.

Ethical responsibility relates to violations of the honor, dignity, and integrity of the notary profession. The code of ethics requires notaries to act honestly, independently, impartially, trustworthily, carefully, and to safeguard the interests of the parties. A typographical error that is immediately corrected in accordance with the proper procedure does not necessarily constitute a serious ethical violation. However, a correction made unilaterally, concealment of changes, disregard for the parties' objections, or issuance of a new copy without a legal record may be classified as an ethical violation because it undermines public trust in the notarial office. Siregar (2024), in the context of notarial compliance with anti-money laundering obligations, emphasizes that the professional dilemmas faced by notaries must be resolved through regulatory compliance, capacity building, and institutional protection. This principle is also relevant to deed correction: the duty to maintain confidentiality and provide services must not eliminate the duty of procedural transparency toward the parties involved.

Criminal responsibility must be approached cautiously as an *ultima remedium*. Not every typographical error or improper correction can be criminalized or penalized. Criminal liability requires the existence of intent or negligence, as qualified by criminal norms. Article 266 of the Indonesian Criminal Code, for instance, concerns the insertion of false statements into an authentic deed, whereas Articles 263 and 264 concern document forgery and the forgery of authentic deeds. If a notary intentionally changes the contents of a *minuta deed* after signing it so that it no longer reflects the intentions of the parties, such conduct cannot be regarded as a technical correction. However, if the error occurs due to administrative negligence and is corrected in accordance with Article 51, criminal liability should not be applied excessively.

The form of responsibility is also influenced by the status of the copy of the deed that has already been issued. Once the copy has been received by the parties, they may use it for other legal actions. If an error is subsequently discovered and the notary makes a correction without following the proper procedure, the party relying on the old copy may be placed in a position of uncertainty. To prevent such a loss, the notary is

obliged to deliver a copy of the minutes of correction to the parties. This notification obligation serves as an instrument of legal protection because it ensures that all parties are aware of the correction and possess the same document to prove it.

In Pekanbaru District Court Decision No. 247/PDT.G/2016/PN.PBR is mainly concerned with changes made to the minuta deed after signing. Changes that were not made through a valid correction mechanism gave rise to objections because the contents of the deed were no longer considered to reflect the initial agreement. Although the decision declared the lawsuit inadmissible, the case remains relevant as a normative lesson that correcting a deed must be viewed as a legal act involving risk. A notary who changes the wording on the ground of clarifying the deed may still be considered to have exceeded the limits of authority if the change alters the legal position of the parties or is made without their approval.

The analysis of the case shows that deed disputes do not always end with the cancellation of the deed, but they may still affect the notary's reputation, professional supervision, and the legal costs incurred by the parties. Therefore, the standard of prudence must be applied from the deed preparation stage onward. The notary needs to verify identities, recheck numbers and dates, match data with supporting documents, ensure that the reading of the deed is carried out effectively, and provide the appearers with an opportunity to review the draft deed before signing. Once the deed is signed, the room for correction must be understood as an exception carried out procedurally, not as a free continuation of the deed-drafting process.

Construction of the Limits of the Notary's Corrective Authority

The limitations of the notary's corrective authority must be formulated using four parameters. First, the parameter of the object of the error, namely whether the error concerns spelling, identity, numbers, dates, objects, or clauses of obligation. Second, the parameter of legal impact, namely, whether the error alters or has the potential to alter rights and obligations. Third, the parameter of the parties' knowledge, namely whether the correction is made with approval, initials, signatures, or at least an official notification to the interested parties. Fourth, the parameter of documentation, namely whether the correction leaves a formal record in the form of *renvoi*, minutes of correction, a note on the minuta deed, and copies of the minutes of correction delivered to the parties.

If these four parameters are fulfilled, the correction may be regarded as a valid exercise of the official authority. If one of the main parameters is not fulfilled, particularly the approval of the parties for substantive errors or the documentation of minutes of correction after the minuta deed has been signed, the correction risks being considered defective. This construction is consistent with the view of Hage and Hastuti (2023), who state that changes to the contents of a deed of sale and purchase binding agreement by a notary cannot be separated from the principle of the parties' intention. Changes must not place the notary in the position of reinterpreting the interests of the appearers without a basis of approval.

At the practical level, notaries should follow a layered procedure. The first stage is an internal examination of the nature of the error and its potential legal implications. The second stage is written communication to the parties regarding the existence of the error and the planned correction of the error. The third stage is the preparation of minutes of correction or a deed of correction according to the nature of the error. The fourth stage is the recording of the correction in the minuta deed and the delivery of copies of the minutes of correction to the parties. The fifth stage is the preservation of supporting documents within the protocol so that they can be verified in the event of an examination by the supervisory council or court.

In the context of digital transformation, the risk of typographical errors may be reduced through templates, automated checking systems, and electronic document management; however, it cannot be entirely eliminated. Simamora, Ginting, Rantung, Kaunang, and Dewi (2025) show that electronic contracts raise issues of authentication and legal certainty in civil law relations. Although that study did not specifically discuss notarial deeds, its relevance lies in the need to strengthen validation systems and regulatory clarity in legal documents. For notaries, administrative digitalization must still be accompanied by human responsibility, such as examining document conformity, ensuring the intentions of the parties, and avoiding full dependence on typing systems.

From the perspective of legal protection for notaries, a correction made in accordance with the proper procedures should be regarded as a valid official act. A notary should not be positioned as absolutely responsible for every error if the notary has acted carefully, made the correction transparently, and refrained

from altering the substance of the deed. This protection is important to ensure that notaries do not hesitate to exercise the corrective authority granted by law. However, such protection does not apply to notaries who act outside the procedure, conceal changes, or intentionally benefit one of the parties.

Accordingly, the notary's responsibility for correcting clerical and/or typographical errors in deeds must be balanced between accountability and protection of the office. Accountability is necessary to ensure that the parties are not harmed by negligence or unilateral changes. Protecting the office is necessary so that notaries can exercise their corrective authority effectively as long as they act in accordance with the law. This balance will strengthen the function of authentic deeds as evidentiary instruments and preserve public trust in the notarial profession.

CONCLUSION

Notaries have the authority to correct clerical and/or typographical errors in signed minuta deeds, pursuant to Articles 48 and 51 of the Notary Office Law. However, this authority is not an unrestricted power that may be used to alter the substance of the parties' intentions. A correction can only be justified when the error has been properly classified, does not obscure the rights and obligations of the parties, and is carried out through a transparent procedure, namely, through an approved *renvoi* or a deed of correction minutes that is recorded in the original minuta deed and delivered to the parties. Non-substantive errors can generally be corrected without affecting the validity of the deed, provided that the correction leaves a clear record. In contrast, substantive errors require the approval of the parties and, in certain circumstances, may require a deed of correction, cancellation, or the drawing up of a new deed. If a correction is made unilaterally, without approval, without minutes of correction, or by altering the substance of the deed, the deed may lose its authentic evidentiary force, and the notary may be held civilly liable in the form of damages, administratively liable through official sanctions, ethically liable under the notarial code of ethics, and criminally liable if elements of intent or forgery are present. Therefore, normative clarification is required regarding the boundaries between non-substantive and substantive errors, operational guidelines for corrections after copies of deeds have been issued, and the enhancement of notarial accuracy through layered examination before and after the signing of deeds.

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Laws and Regulations

Undang – Undang Dasar Negara Republik Indonesia Tahun 1945

Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris (Lembaran Negara Republik Indonesia Tahun 2004 Nomor 117, Tambahan Lembaran Negara Republik Indonesia nomor 4432)

Undang-Undang Nomor 2 Tahun 2014 Tentang Perubahan Atas Undang- Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris (Lembaran Negara Republik Indonesia Tahun 2014 Nomor 3, Tambahan Lembaran Negara Republik Indonesia Nomor 5491)

Kitab Undang – Undang Hukum Perdata.

Kitab Undang-Undang Hukum Pidana.

Changes in the Notary Code of Ethics Extraordinary Congress of the Indonesian Notary Association Jakarta, November 24, 2025

Putusan Pengadilan Negeri Pekanbaru Nomor 247/PDT.G/2016/PN.PBR.