

APPLICATION OF THE PRINCIPLE OF PRUDENCE AND PRECISION FOR NOTARIES IN MAKING DEEDS (STUDY AT THE NOTARY OFFICE OF HERNY WAHDANIYAH WAHAB, S.H., M.KN.)

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ABSTRACT

A notary in his position as a public official who has the authority to make deeds, makes the deeds he makes have very perfect evidentiary power. In this case, all deeds made by a notary or before a notary must be carried out with the principles of prudence, thoroughness and responsibility, because notary is a position that is obtained from the trust given by the law and society. So if the trust that has been given by the law (law) and the public is violated by the Notary, then the Notary must be held accountable for what he has done. In this case, the formulation of the problem in this research is as follows (1) What is the form of the Principle of Prudence and Accuracy for Notaries in making Deeds? (2) What is the Notary's responsibility for a deed that has been made but there are errors or errors such as typos or incorrect identities of the parties?

The research methodology in this thesis is as follows: this research is included in empirical research using a sociological research approach. The data collection techniques are by means of interviews and also observation. The research location is at the Notary Office HERNY WAHDANIYAH WAHAB, S.H., M.KN (Notary in Malang Regency). As for technical data analysis, researchers use a deductive method, namely a method of drawing conclusions from general provisions to specific ones. In this research, there are the following conclusions. The forms of the principle of prudence and accuracy for notaries in making deeds are as follows: (1) The form of the principle of prudence that is applied and implemented is as follows: (1) verifying the facing data, (2) accommodate the wishes of the parties, (3) Review repeat/double check regarding the data and deeds made. The form of the prudential principle applied and implemented in this case is in accordance with the prudential principle in banking, namely the 4P formula: Personality, Purpose, Prospect, and Payment. The form of accuracy that can be carried out by a notary is to check/scrutinize the identity of the presenters, including signatures, photos, fingerprints, objects and deeds before/after being printed before/after being read in front of the presenter. (2) The responsibility of the Notary for deeds that have been made but contain errors or errors such as typos and incorrect identities of the parties is the Renvoi method. In this case, there is a form of civil liability that can be carried out by a notary if the error can cause losses. This is regulated in Article 1365 of the Civil Code.

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INTRODUCTIONS

In the modern era, notaries are very much used for their services for parties who have interests in the legal field, especially to be able to provide legal certainty guarantees. Related to certainty, it has also been stated in the 1945 State Law of the Republic of Indonesia which mentions the principle of the state of law. The state of law itself has the principle of being able to guarantee certainty, order and legal protection centered on truth and justice. The existence of a guarantee of certainty, order and legal protection can be concluded that the application of the law in the life of the community requires the existence of evidence that clearly determines the rights and obligations of a person as a subject of law and society. (Mahalini et al., 2025) (Moechtar, 2017)

Notaries in their position as public officials who are authorized to make deeds, make the deeds he makes have the power in terms of very perfect proof. In this case, all deeds made by a notary or in front of a notary must be carried out with the principles of prudence and precision as well as responsibility, because notary is a position obtained from the trust given by the law and society. So that if the trust that has been given by the law (Law) and the community is violated by the Notary, then the Notary must be accountable for what he has done. (Arliman, 2015)

The authority of the Notary in making a deed must always be carried out carefully. Not only that, the Notary must also examine relevant facts related to the completeness of the data or documents brought and submitted before the notary, the validity of the matters used as evidence, and the statements or statements of the parties who appear before the notary. These things must be done by a notary as a basis for consideration in making a deed. If the notary is not careful and thorough in examining important facts related to matters related to the witness, then it can be said that in carrying out his duties and authority the notary is not careful and thorough. (Adjie, 1994; Soepadmo, 1994) (Saripurwasih, 2024)

Regarding the authority that notaries have to make deeds based on the principles of prudence and precision, in this case in general Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 (UUJN) in article 16 paragraph (1) letter (a) has stated that: "act trustworthy, honest, thorough, independent, impartial, and safeguard the interests of related parties in legal acts;". In the article, it has been mentioned about the word "carefully" which means tetiti, carefully. So that it can be concluded that the UUJN regarding precision or precision and even prudence has been regulated in the law. Prudence and precision are actually a reflection of professionalism that aims to save notaries to remain safe from their profession and to prevent problems with the deeds they make, especially if the problem is related to criminal sanctions. (Adjie, 2022; Anshori, 2009) (Notodisury, 2000)

The position of Notary exists and is required by law because it aims to help serve the public who need authentic written evidence regarding legal circumstances, events or acts. Formally, the notary deed contains the truth and certainty about the day, date of month, year of the presence and the presenters, paraphernalia, witnesses, signatures of the witnesses and notaries as well as to prove that what was seen, witnessed and heard by the notary and recorded the statements or statements of the presenters. So that the deed made by the notary based on the procedures that have been determined in making the deed, can provide certainty that an event and facts in the deed made by him have the truth related to what has been explained by the parties in front of the notary. (Mertokusumo, 1979)

But in fact, there are also many people who do not have good faith when facing a notary. This can be seen based on the number of dishonest witnesses in providing information or statements that can lead to untruthfulness (false information). In addition, there are also those who provide fake documents as data completeness on the deed that will be made by a notary. This can be a threat to notaries when they are not careful or careful in making deeds. Even from things that are detrimental to the notary that originate from the presence can result in criminal sanctions that can be given to the notary. But again that everything is not necessarily the fault of the witnesses. If the notary does not do all his actions with the principle of prudence and precision, it can also be a threat to him. There are also many cases related to notaries who violate their profession and position such as not reading the minutes of the deed in

front of the audience, deeds made resulting in the ownership shares changing or losing or causing management dualism. There are even deeds made by notaries who are known to have passed away. (Budiono, 2014; Thamrin, 2011) (Darus, 2018; Marbun, 1997)

In addition, in carrying out their duties and positions, sometimes notaries make mistakes that can even drag the notary to trial. Here are 7 things that can drag a notary to the trial:

1. The deed is made on the condition that the parties do not face each other. The point is that the notary knows that the parties are not facing each other or being on the spot. In this case, one or even both parties were not present when the deed was made. So that this happens, usually the aggrieved party reports to the notary.
2. The identity data of one of the parties in the deed made by the notary is considered incorrect or considered to provide false information.
3. The data about the agreed object does not match the actual facts so that one of the parties is considered to have given false information
4. The data provided by one or both parties is not true, so the notary deed issued is considered fake.
5. There are two deeds circulating in the parties whose numbers and dates are the same but the content is different.
6. The signature contained in the minuta by one of the parties is forged.
7. Face-to-face using someone else's identity. (Qotrannadha & Tanawijaya, 2023)

It is important for notaries to review every deed they make so that the principles of prudence and rigor can be implemented and applied by the notary. So if the principle of prudence and precision can be applied to every action and even the deed that will be made by a notary, then it is unlikely that negligence and mistakes can occur. Improving the quality of notaries so that they do not fall into cases related to criminal and civil matters needs to be considered again for notaries and organizations. Therefore, notaries are very necessary to apply the principle of prudence in order to minimize unwanted incidents.

Based on the description of the facts that have been explained in the background above, in this case the researcher is interested in further researching the problems related to "The Application of the Principle of Prudence and Precision for Notaries in Making Deeds."

Based on the background description that has been explained earlier, this research is focused on two main problems that are the formulation of the problem. First, how to apply the principles of prudence and precision that must be possessed by a notary in making a deed. Second, what is the form of notary's responsibility for the deed that has been made if there are errors or mistakes, such as typos or errors in writing the identities of the parties involved in the deed. These two formulations of the problem are the main focus of research to understand the role and responsibility of the notary profession in ensuring the accuracy and validity of the legal documents they make.

To keep the scope of the discussion directed and not expanded, this research is limited to only two important aspects. First, it will only be discussed about the form of the principle of prudence and precision applied by notaries in making deeds. Second, the notary's responsibility for the deed that has been made will only be analyzed if in the future errors or errors are found, both administrative such as typographical errors, and substantial ones such as errors in the identity of the parties. This limitation is necessary so that the study can be carried out in depth and focused on relevant problems.

In line with the formulation and limitations of the problem, the purpose of this study is to analyze in depth how the application of the principles of prudence and precision by notaries in the process of making deeds. In addition, this study also aims to examine the extent of the responsibility that must be borne by the notary if there are errors or errors in the deed that has been made. Thus, it is hoped that the results of this study can provide a clearer understanding of

the strategic role of notaries in maintaining the validity and reliability of legal documents as well as legal protection for interested parties.

METHOD

The approach method that the researcher will use in this writing is the qualitative approach method. The author will examine the Qualitative approach method by means of interviews and observation and direct research at one of the notary offices in Malang, namely at the Notary Office of Herny Wahab Wahdaniyah, S.H., M.Kn. To get the data needed, the author immediately conducts writing in the field using interview data collection tools. (Bachtiar, 2019)

Data Collection Techniques

The data in this study will be collected through two main methods, namely interviews and observations. The interview method is carried out by asking questions directly to competent sources in the field being researched. This interview was conducted with Mrs. Herny Wahab Wahdaniyah, S.H., M.Kn., as a notary in Malang Regency, as well as notary staff who are directly related to the application of the principles of prudence and precision in making deeds. Through this interview, the researcher seeks to obtain in-depth information about the professional practices carried out by notaries in drafting deeds carefully and accurately.

In addition, the observation method is also used to collect data by reviewing and analyzing directly the research object in the field. This observation aims to find out the actual conditions regarding how the principles of prudence and precision are applied in the process of making deeds by notaries. Through direct observation, researchers can get a more complete picture of the notary work process and the steps taken to minimize the occurrence of errors or mistakes in making deeds.

Data Analysis Techniques

The data is then processed by presenting or explaining or explaining it with a clear and detailed sentence description. Then the author interprets the data by linking to literature or books related to the problems that the author will raise and also with legal regulations as well as from the results of observations and interviews with sources. Furthermore, the author will draw conclusions in a deductive way, which is a method of drawing conclusions from general to specific provisions.

RESULT AND DISCUSSIONS

Form of the Principle of Prudence and Precision for Notaries in Making Deeds

The application of the principle of prudence and precision in this case is very important for notaries to be implemented and applied in making a deed. Remembering the principles of prudence and precision are also closely related to the work of a notary. In this case, before the notary exercises his authority, the notary is also obliged to be able to get to know his attendees well. As was done by Notary Mrs. Herny Wahab Wahdaniyah, S.H., M.Kn.

Notary Office of Mrs. Herny Wahab Wahdaniyah, S.H., M.Kn located on Jl. Raya Wendit Barat Ruko Mangliawan Indah No.Kav. 1A Krajan, Mangliawan, District, Malang Regency, has been established since 2018 (along with the issuance of the PPAT Decree (SK) in November 2018 and the Notary Decree (SK) in December 2018). In this case, the Notary Office of Mrs. Herny Wahab Wahdaniyah, S.H., M.Kn has 2 employees/staff. In supporting her work, the staff in the Notary Office Mrs. Herny Wahab Wahdaniyah, S.H., M.Kn has flexible duties. The division of tasks is left to Employees considering their good and experienced work experience and from how much work they do.

Ideally, a notary in carrying out his duties and authority is based on the rules that have been in force. This is also the basis for notaries to carry out their duties and responsibilities carefully. In addition to prudence, prudence also needs to be carried out. Considering that the product produced is in the form of a deed in written form, it is necessary for the notary to be able to re-examine what is contained in the legal product he makes. (Safitri, 2024)

Based on article 16 paragraph 1 letter (a) of the UUJN states that "act trustworthy, honest, thorough, independent, impartial, and protect the interests of related parties in legal acts". From this article there is the word "thorough" which based on the Great Dictionary of the Indonesian Language (KBBI) means thoroughness, meticulousness, meticulousness and thoroughness. In this case, it is also in accordance with the UUJN Article 4 paragraph (2) which explains the oath of the Notary Position before carrying out his position. However, in this case, the Law on the Notary Position does not clearly state what form of the principle of prudence must be implemented and applied by a Notary. (Hidayah, 2025)

So in this case, as a guideline that notaries always have a principle of prudence, the researcher uses the theory of prudence principles used by banks. When reviewed based on the prudential principle contained in the banking principles, it can be analyzed that Mrs. Herny Wahab Wahdaniyah, S.H., M.Kn. has applied and implemented the prudential principle well.

Implementation of Accuracy carried out by Notaries

Yes	Indicators	Implemented	Not implemented	Form of Precision
1	Checking/re-examining the identity of the attendees	✓		The form of precision carried out by notaries in collaboration with staff is to re-check the identities of the witnesses. What is examined/researched is the ID card/KK which is usually given by the witness.
2	Checking/examining the suitability of the signatures of the attendees	✓		In this case, the signature is an important thing that must be ensured by a notary. The form is that the notary adjusts the existing signature on the identity given as well as the signature listed in the deed
3	Checking/examining the suitability of the photo on the identity of the spectators	✓		As a sign of evidence, usually after verifying the data that has been provided by the notary, they also ask for photos to be kept. To ensure that the person on the identity card is the same as the person who signed the deed.
4	Checking/researching fingerprint suitability	✓		In accordance with the obligations of the notary written in article 16 of the UUJN Letter (c) which states that attaching the fingerprint facing to the minutes of the deed. This is also done by a notary to guarantee that
5	Checking/researching the suitability of the objects of the parties to be included in the deed	✓		In this case, the notary can re-confirm what is the object of the deed that he will make,
6.	Check/re-examine the deed before/after it was printed before/after it was read in front of the audience	✓		This is done so that the deed made can be ensured to clearly state the will of the parties

The Notary's Responsibility for the Deed that has been made but there are errors or errors such as typos and the wrong identities of the parties

The following is presented descriptive statistics for scores Based on Law Number 2 of 2014 concerning Notary Positions (UUJN), Article 1 states that:

"Notary is a public official who is authorized to make authentic deeds and other authorities as referred to in this law."

The meaning of Notary as a public official as referred to in the UUJN is deeds made by the Notary as an implementation of his duties and authority to make the deed authentic so as to obtain perfect evidentiary force. The authentic nature of the deed made by the Notary is not solely because the law has stipulated it, but more than that. The deed is made by and or in the presence of an official who has authority, in this case the official as referred to in the provisions of Article 1868 of the Civil Code which explains that:

"An authentic deed is a deed made in a prescribed form by law by or before the public official authorized for it at the place where the deed is made."

So that even though notaries are given authority by law as public officials who can make an authentic deed, a notary must also be responsible. In this case, what is meant by responsibility is the responsibility related to the deed that has been made by the notary. The responsibilities of a notary adhere to the principle of fault-based responsibility. In making an authentic deed, the notary must be responsible if there is an intentional or unintentional error or omission by the notary on the deed that has been made. On the other hand, if the element of error or negligence occurs from the parties presenting, then as long as the notary exercises his authority in accordance with the rules, the notary cannot be held accountable considering that the notary only records what is conveyed by the parties to be put into the deed. In this case, the false information submitted by the parties is the responsibility of the parties. This is also in accordance with the opinion conveyed by Mrs. Herny Wahdaniyah Wahab, S.H., M.Kn as long as the notary has carried out his duties and responsibilities correctly, the notary cannot be held accountable for the contents of the deed from the witnesses (Interview with Mrs. Herny Wahdaniyah, 2023). (Hamzah, 1986; Scott, 2017)

However, basically as a form that the notary carries out prudence and precision in making the deed, it is appropriate that the notary also does not fully obey the presence to pour out all the wishes of the parties. In this case, although the notary's responsibility is only at the beginning and end of the deed, the notary must also be responsible for the material accuracy of the deed he made. So it is necessary for the notary to review what is the will of the parties. The content of the will of the parties in this case is expected to be in accordance with what is contained in article 1320 of the Civil Code which mentions the legal conditions of the agreement. There are 4 (four) conditions in a valid agreement, namely:

a. Deal

In this case, what is meant by an agreement is an agreement that arises between the two parties who make an agreement. This clearly indicates that an agreement is very much needed in an agreement, because with an agreement the parties who make the agreement do not feel pressure that results in defects in realizing their will. (Setiawan, 2017)

Remembering that the deal must be given freely or voluntarily. This is regulated in article 1321 of the Civil Code which states that "no agreement is valid if this agreement is given due to mistake or obtained by fraud or coercion". If the conditions regarding the agreement are not met, the legal consequence is that the agreement can be canceled. (Ariswanda, 2024; Rostarum, 2024)

b. Skills

In this case, the parties who want to make an agreement must be competent according to the law. This is contained in Article 1329 of the Civil Code which states that "everyone is capable of making alliances, if not declared by law to be incompetent". Regarding the wording of the Civil Code, it is also explained in Article 1330 which states that those who are incapable of making an agreement are immature people, those who are placed under guardianship, and women

in matters stipulated by law and in general all people to whom the law has prohibited making certain agreements. (Sukma, 2025)

If the requirements regarding proficiency are not met, the legal consequence is that the agreement can be canceled.

c. A Certain Thing

What is meant by certain things is that an agreement made by the parties must have a certain object that can at least be determined. Regarding the object, it has been regulated in Article 1331 of the Civil Code which states that "an agreement must have the subject of an item that is at least determined by type. It is not an obstacle that the amount of goods is indeterminate, as long as the amount can be determined or calculated later". If the conditions regarding a certain thing are not met, then the legal result is that the agreement is null and void. (Bintang et al., 2025)

d. A Halal Cause

Regarding halal causes, this is stated in article 1337 of the Civil Code which states that "a cause is prohibited if it is prohibited by law or if the cause is contrary to morality or public order". If the conditions regarding halal causes are not met, then the legal consequence is that the agreement is null and void, which means that the agreement can no longer be enforced. (Andrianto et al., 2023; Pratama et al., 2022)

In this case, based on the results of the interview, there are also some authentic deeds that contain typos. This is due to the negligence/lack of meticulousness of the Notary or staff when understanding and writing the will of the parties in the deed he made. Errors in information in the content of the deed made by the notary due to lack of thoroughness/negligence, in this case the content of the notary does not have the right to change the content of the deed. However, when referring to article 48 paragraph (2) of the UUJN which states that:

"Changes to the content of the Deed as referred to in paragraph (1) a, b, c, and d can be made and valid if the change is initialized or given other endorsements by the witness, witness, and Notary."

From this article, it can be concluded that it will be considered invalid if there is no paragraph provided by the witness, witness and notary. So from this, if there is no paragraph from the person concerned, the deed is considered null and void.

It is different if the problem is that there is a typographical error after the deed is signed, then in this case based on Article 51 paragraph (1) of the UUJN it states that:

"The notary is authorized to correct the writing and/or typos contained in the signed Deed Minutes."

The way to correct the content of the deed that has been signed is in the manner as based on Article 51 paragraph (2) of Law No. 2 of 2014, which stipulates that:

"The correction as intended in paragraph (1) is made in the presence of the witness, witness, and Notary as stated in the minutes and provides a record of the matter in the original Deed Minuta by mentioning the date and number of the Deed of the corrective minutes."

During her time as a notary, Mrs. Herny Wahab Wahdaniyah, S.H., M.Kn once received an audience who asked for a copy of the deed after a few months of the copy was given. The audience requested to change the content of the deed. This is clearly not allowed by Mrs. Herny Wahab Wahdaniyah, S.H., M.Kn because this matter has been regulated in the UUJN. Regarding misinformation in the content of the deed made by the Notary due to its negligence, the Notary does not have the right to immediately change the content of the deed. This is in accordance with what is written in Article 48 paragraph (1) of Law No. 2 of 2014, which stipulates that the content of the Deed is prohibited from being amended by:

- a. replaced;
- b. added;
- c. crossed out;
- d. inserted;
- e. deleted; and/or
- f. overwritten.

DISCUSSION

Examples of Typos in Deeds at the Notary Office of Herny Wahdaniyah Wahab, S.H., M.Kn and the results of the Renvoi

Yes	Error	Renvoi Results
1	Errors in address writing City : Malang	Should : City : Stone
2	not specifically described in relation to the Authority	It reads as follows: Addition of the sentence "Phrase at the end of the deed" "This power is made to stand on its own without being preceded by the previous binding of sale and purchase" Confirming add-ons
3	In the deed it is written house/land. Even though in reality the condition is only land	House/land is renvored with the word "persil" "Parsley" Home/Land
4	Defaulting/forgetting to include the presence status	The audience is a widow who is divorced and dies so that she does not need the consent of her husband. (in this case the statement is evidenced by the existence of a death certificate made by the Village Head.

In accordance with the table above, if there is a typo then in this case the solution that will be provided is Renvoi. In practice, sometimes Notaries are not careful or thorough in the process of making and signing deeds, this can result in the appearance of false identities, documents, or information that can harm other parties. In making the deed, there is also a possibility of typos or non-inclusion of the main points of the agreement. To fix this, the Notary deed cannot be changed by ordinary writing procedures, the change in the Notary deed is better known as Renvoi. (Wibowo et al., 2025)

Based on the results of the interview, in this case when doing renvoi, there are 2 (two) things that need to be considered. If the deed is finished (in this case called the Minuta Deed) and has been signed by the witnesses, but there are errors in it such as additional clauses or errors in the clauses, then renvoi can be done by giving a paraf (signatures of the parties, witnesses and notaries) on the left side of the deed. In this condition, the parties must be present to be able to approve the renvoi and give it a paragraph. In this case, the Notary Office of Mrs. Herny Wahdaniyah Wahab, S.H., M.Kn has implemented what is stipulated in Article 48 Paragraph (2) of the UUJN. Furthermore, if there is an error in the copy of the deed that has previously been given by the notary to the witness, and the error is such as a clause that was not added before when the parties came to the notary, then there will be a tone of change/renewal of the deed.

From this, it can be concluded that when there is an error, whether it is in typing the content of the deed or the identity of the wrong parties, the solution is renvoi. In this case, it is in accordance with Article 51 of the UUJN which states that Notaries are authorized to make corrections to typos/typos in the minutes of the deed. and in accordance with her practice, Mrs. Herny Wahdaniyah Wahab, S.H., M.Kn has exercised this authority.

Reviewed based on the theory of responsibility if the parties make a typographical error or the identity of the parties is wrong, according to Abdulkadir Muhhamad, the theory of liability in unlawful acts (tort liability) is divided into several theories as follows:

a. Liability due to unlawful acts committed intentionally (international tort liability), in this case the defendant has committed such an act that the act can harm the plaintiff or in this case what the defendant will do will result in losses.

b. Liability for unlawful acts committed due to negligence (negligence tort liability), meaning Liability due to unlawful acts committed due to negligence is based on the concept of error related to morals and laws that have been mixed.

c. Absolute responsibility due to unlawful acts without questioning the fault (strict liability), based on the act. In this case, it is absolute that the act of violating the law without questioning the error is based on an act either intentionally or unintentionally. (Muhammad, 2024)

So that it can be concluded that the responsibility of a notary is included in the liability of unlawful acts committed due to negligence (*negligence tort liability*). The form of notary responsibility in civil law is based on the description of the deed made by the notary related to civil matters, namely about an agreement made by two or more parties even though it can be made unilaterally. The law of engagement was born out of the agreement of both parties that the law is only possible and can be changed or replaced or declared invalid, only by the one who made it. In this case, the form of liability that can be carried out by a notary is in the form of civil liability. Here is the explanation: (Abidin et al., 2024)

Based on the Civil Code (KUHPercivil) regarding responsibility, in this case the Civil Code divides responsibilities based on unlawful acts into 2 types, namely:

a. Direct responsibility

Direct responsibility is regulated in article 1365 of the Civil Code which states that:

"Every act that violates the law and brings harm to another person obliges the person who caused the harm because of his fault to compensate for that loss".

Based on this article, the perpetrator can be held accountable to pay compensation.

b. Indirect liability

Based on article 1367 of the Civil Code, it is stated that:

"A person is not only liable for losses caused by his own actions, but also for losses caused by the actions of those who are his dependents or by the goods under his control....."

From the provisions/articles above, it can be understood that liability occurs, among other things, because:

- a. The existence of an unlawful act either because of doing (*culpa in commitendo*) or because of not doing (*culpa in omissendo*); and
- b. The existence of an act of error due to negligence (*onrechtmatigenalaten*).

Furthermore, every mistake contained in the authentic deed that causes loss, the party who feels aggrieved must prove the location of the misinformation in the content of the authentic deed, as based on Article 1865 of the Civil Code, which stipulates that:

"Any person who claims to have a right, or points to an event to establish his right or to refute the right of another, is obliged to prove the existence of that right or the event stated."

Therefore, if there is a party who feels that his rights are harmed but cannot prove the existence of an element of violation, then the court will not grant the claim for damages from that party.

So that the outline in this study is that notaries in this case must be able to combine Prudence, Precision, and Responsibility into 1 which can be described as the image below:

Figure 1

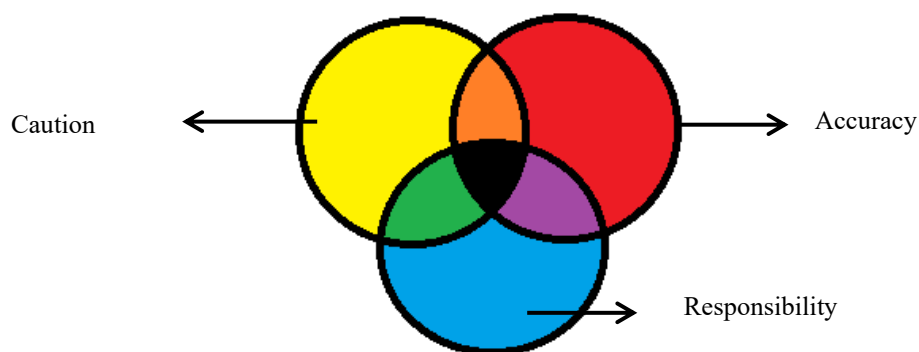


Illustration of Making a Notary Deed

From the picture, it can be concluded that Prudence, Precision, and Responsibility are important things that exist in the work of a notary that can always be applied and carried out in their work. Considering that a notary is a public official who is given the authority to make an authentic deed, in this case the authentic deed must also contain the identity and will of the parties that must be stated in the deed using the principles of prudence, precision, and responsibility. So that the deed made by a notary can have perfect legal force.

Between yellow when combined with red will also produce a new color which is basically the new color produced from 2 different colors. In this case, 2 colors combined such as yellow and red will be orange. The color orange is the only one of the 2 colors that were combined before. There will be no orange color if yellow and red are not combined. The point is that if the Notary can combine prudence and precision in making the deed, then in this case, the deed made will be perfect in the sense that in addition to prudence in making an authentic deed, the notary also requires precision. So in this case, even though it looks different, prudence and precision are one unity.

Likewise with other colors. When thoroughness is combined with responsibility, then in this case the notary will easily see how the notary will be responsible if he is not careful. For example, if a typo occurs. This is due to the inaccuracy of the notary. So that in this case, if the inaccuracy is inaccurate, the notary can review what must be done as a form of accountability. If the inaccuracy is due to the negligence of the notary in researching and examining the deed so that there is a typo error, then in accordance with the UUN the deed can be revoked (Article 48 paragraph (2) and Article 51 paragraph (2) of the UUN).

Similarly, responsibility, if combined with prudence, will produce new things as well. In this case, if the notary is already responsible for what has been done (whether intentional or accidental) in making a deed, in this case, it can be implied that everything must be based on the principle of prudence. Because in this case, the notary will be more careful, careful if the notary already has the experience he has gained from the responsibilities that have been carried out.

CONCLUSION

Based on the results of the research and discussions that have been carried out, researchers can draw several important conclusions. First, the form of the principle of prudence and precision that must be applied by notaries in making deeds includes several crucial aspects. The principle of prudence carried out by a notary includes three main steps, namely verifying the data of the witnesses, accommodating the wishes of the parties, and conducting a double

review or double check of the data and contents of the deed before the deed is ratified. The application of this prudential principle is in line with the 4P principles known in the banking world, namely Personality, Purpose, Prospect, and Payment. Personality means that the notary must confirm the personality of the attendees through identity verification. Purpose refers to the obligation of the notary to clearly state the will of the parties so as not to cause multiple interpretations. Prospect emphasizes the importance of understanding the object of the agreement, which must have a legitimate causa and not contradict morality, propriety, or public order. Meanwhile, Payment is related to clarity regarding the method and amount of payment agreed upon by the parties.

In addition to the principle of prudence, accuracy is also an important aspect of notary duties. This accuracy is manifested in the form of an examination of the identity of the witnesses, the suitability of the signature, the photo of the identity, the matching of fingerprints, as well as the examination of the object of the agreement and the entire content of the deed both before and after the process of printing and reading the deed is carried out in front of the parties.

Second, regarding the notary's responsibility for deeds that have been made but turn out to contain errors or errors such as typos or errors in the identity of the party—the settlement is carried out through a mechanism known as *renvoi*. These errors cannot be corrected by ordinary writing, but must be done according to the applicable *renvoi* procedures. In addition, if an error in the deed causes losses to other parties, the notary can be held civilly liable based on the provisions of Article 1365 of the Civil Code (KUHPerdata) regarding unlawful acts. Therefore, in carrying out their duties, notaries need to integrate the principles of prudence, precision, and responsibility as a whole so that the deed made is not only legally valid but also has perfect evidentiary power in accordance with the mandate of the Notary Position Law (UUJN).

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