

## NOTARY'S RESPONSIBILITY FOR THE SETTLEMENT OF CLAIMS BY HEIRS WHO WERE NOT INCLUDED IN THE DISTRIBUTION OF INHERITANCE RIGHTS

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### ARTICLE HISTORY

**Accepted:** 14-08-2025

**Revised :** 28-08-2025

**Received:** 30-08-2025

### KEYWORDS

Liability,  
Notary,  
Heirs

### ABSTRACT

This study seeks to scrutinize the liability of notaries in relation to legal actions initiated by heirs excluded from the allocation of inheritance rights, as well as to assess the forms of legal protection available to the affected parties through normative legal inquiry. Employing a normative juridical methodology with a doctrinal literature approach, the research examines notarial liability in cases involving claims by omitted heirs in inheritance distribution. The analysis is conducted in a descriptive-analytical manner, drawing upon primary, secondary, and tertiary legal sources to interpret prevailing legal norms and formulate conclusions. The findings indicate that (1) notarial liability arising from lawsuits filed by heirs excluded from the certificate of inheritance rights manifests as responsibility for deeds executed by the notary when errors result in losses, thereby constituting an unlawful act pursuant to Articles 1365 and 1366 of the Civil Code. Consequently, such deeds may be declared null and void, and the notary may incur civil liability in the form of compensation, reimbursement of expenses, and interest, in addition to administrative sanctions ranging from written admonitions to removal from office. Furthermore, legal protection for heirs not recorded in the inheritance deed may be pursued through both preventive and repressive legal mechanisms.

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### INTRODUCTIONS

A notary is a state-appointed public official vested with the authority to carry out and authenticate legal acts within the Indonesian legal system. Notaries are responsible for drawing up authentic deeds that have permanent legal force and carrying out duties in accordance with their authority and scope (Dwivi, 2021). Notaries are empowered to execute and authenticate agreements concerning the establishment, modification, or dissolution of companies, organizations, or legal foundations, as well as instruments governing interparty cooperation and the transfer of rights over land and buildings.

The accuracy and completeness of the deed, as well as the perfection of its preparation, are among the factors taken into consideration. This report demonstrates the accountability of notaries to the government. However, in essence, this accountability is not only limited to the Notary Supervisory Board, but also to the parties involved in the

process of drawing up legal deeds before them. This is stipulated in Regulation of the Minister of Law and Human Rights No. 19 of 2019 concerning the Requirements and Procedures for Leave, Dismissal, Appointment, and Extension of the Term of Office of Notaries. Pursuant to Article 12 paragraph (1), the oath of office or inauguration of a notary must be conducted no later than two months from the issuance of the appointment decree, as further regulated under Article 13 paragraph (1). In the event of an error or fraud, whether intentional or unintentional, the notary will be held accountable and may be held liable for the legal actions they have taken.

Legal problems faced by notaries result in the legal validity of the authentic deeds issued being questioned. If the parties or notaries cannot prove the truth of the statements contained in the agreement or settlement, the deed may be cancelled due to legal defects found in its preparation. Such defects in the deed place the notary in a precarious position due to inaccuracies or incomplete information contained therein, ultimately leading to the revocation of the deed or its declaration as null and void (Adiansa et al., 2024).

The Deed of Inheritance is one example of a deed that is often contested and causes notaries to be summoned as defendants in court. The authority of notaries in the preparation of Deeds of Inheritance is grounded in several legal instruments, including the Circular Letter of the Ministry of Home Affairs, Directorate General of Agrarian Affairs, Directorate of Land Registration No. Dpt/12/63/12/69 concerning Certificates of Inheritance and Proof of Citizenship, as well as Regulation of the Minister of Agrarian Affairs/Head of the National Land Agency No. 3 of 1997 on Land Registration. It is important to note that all races, ethnicities, and religions who wish to create a deed of inheritance can do so by visiting a notary and providing information and facts relevant to the applicable laws and regulations and other requirements. This inheritance process is reinforced and proven by a document containing a statement from the heirs who have been left by the deceased in the form of inherited property (Saputra et al., 2023).

To prove the validity of an authentic deed, three types of evidence are used, namely material evidence, formal evidence, and extrinsic evidence. Extrinsic evidence is the ability of a deed to prove its validity, which is an inherent characteristic. Formal evidence is evidence of an event based on information and facts provided by the parties appearing before the notary and recorded in a deed with the correct protocol. Conversely, material evidence is evidence regarding the nature of a deed (Agustini & Djaja, 2024). If these three aspects are fulfilled, then the deed is appropriate, complete and valid.

The first step to avoid legal sanctions is for the notary to be firm and skilled in the field of law in order to minimise future lawsuits. The principles of vigilance and prudence are necessary in resolving issues raised by clients or parties, especially multiple parties such as heirs. Ensuring that all heirs are included in the process of transferring rights to buildings and land will secure the position and status of the Notary.

Based on case studies conducted by (Hauro, 2021) At the Pekalongan District Court, notaries encountered difficulties in distributing inheritance deeds. This was due to the notaries' ignorance and carelessness in ensuring that the documents for issuing the deeds were complete and in verifying the parties' statements regarding the actual number of heirs. The aim was to ensure that no heirs were excluded from the inheritance distribution deed. If any discrepancies are found and a lawsuit is filed by one of the heirs who was not included in the distribution of inheritance rights, the notary will be held accountable and, if this causes harm to one of the parties, the notarial deed will be revoked due to legal defects and the notary will also be subject to sanctions (Agustini & Djaja, 2024).

Thus, the notary's liability in relation to lawsuits filed by heirs who were not included in the inheritance distribution process still needs to be studied and examined further. Therefore, the researcher raises this theme with the aim of explaining in detail the role of notaries in the preparation of Inheritance Rights Certificates and the responsibilities that must be borne when a dispute arises, especially lawsuits from heirs or other parties with an interest in the matter. On the other hand, this study also seeks to examine the principles of legal protection afforded to parties involved in the drafting of inheritance rights certificates that fail to include all heirs.

## RESEARCH METHODS

This study adopts a normative legal research approach, also referred to as doctrinal or literature-based legal research, which involves a systematic examination of contemporary legal literature and sources (Soekanto, 2007). It encompasses a review of existing literature, including statutory provisions and regulatory frameworks related to notarial accountability in the resolution of claims brought by heirs who are excluded from the distribution of inheritance rights.

This study utilizes three categories of legal materials: primary legal materials, comprising Law No. 5 of 1960 on Basic Agrarian Provisions and the Civil Code; secondary legal materials, consisting of books, literature, papers, research findings, articles, and other scholarly works relevant to the research topic; and tertiary legal materials, including the Kamus Besar Bahasa Indonesia and English–Indonesian dictionaries. Using a descriptive analytical approach that characterises the collected legal materials and connects them to each other to reach a general conclusion, descriptive analysis of legal materials is used to investigate normative or legal features.

## RESULT AND DISCUSSIONS

### A. Notary Liability When There is a Claim by Heirs Who Are Not Included in the Deed of Inheritance Rights

Before discussing the notary's responsibility in relation to the lawsuit filed by heirs who were not included in the inheritance certificate, it is necessary to first explain several key points so that the conclusions drawn have a strong legal basis.

#### 1. Transfer of Rights and Obligations of Heirs

Pursuant to Article 830 of the Civil Code, inheritance arises solely upon the occurrence of death; therefore, the decedent must have passed away at the time the inheritance is opened. Civil death, or *burgerlijke dood*, which is no longer recognised in our positive law, is not included in this definition of death; rather, it refers to natural death, or *natuurlijke dood* (Prawirohamidjojo, 2011). The main elements of assets in the legal sense are:

- a. Objects;
- b. Owned by individuals;
- c. Have economic benefits or value;
- d. Are recognised and protected by law;
- e. Can be transferred or assigned.

Inheritance may occur if:

1. Inheritance determined by law (Article 832 B.W.) is known as intestate succession, while the entitled parties are referred to as intestate heirs. They consist of blood relatives, whether legitimate or illegitimate, as well as the surviving spouse. Blood relatives entitled to inherit are classified into four distinct groups.

#### Group I consists of:

- a. The living spouse;
- b. Children, both legitimate and illegitimate children who have been legally recognised;
- c. The children's descendants.

#### Group II includes:

- a. Father and mother;
- b. Siblings;
- c. Descendants of siblings.

#### Group III includes:

- a. Grandparents, both from the father's and mother's side;

- b. Parents of grandparents, as well as ancestors above them.

**Group IV consists of:**

- a. Uncles and aunts, both from the father's and mother's side;
- b. Descendants of uncles and aunts up to the sixth degree of the heir;
- c. Grandparents' siblings and their descendants, up to the sixth degree of the heir.

These heirs are referred to as testamentary heirs (i.e. heirs appointed in a will) or '*inheritance ad testamento*' (based on the testator's last will and testament) pursuant to Article 899 of the Civil Code.

**2. Principles of Inheritance**

Pursuant to Article 874 of the Civil Code, unless otherwise stipulated by the testator in a will, inheritance rights vest in the heirs in accordance with the rules of intestate succession. Furthermore, Article 913 provides that inheritance may only be held by blood relatives in a direct line, both ascending (ascendants) and descending (descendants).

In theory, a claim against a valid heir or Lp. must be made in accordance with the provisions of Articles 913, 916 a, and 920 of the Civil Code. Of course, Lp will not be sued until the valid heir becomes aware of indications that he or she will receive a lower salary than his or her Lp. These indicators may arise as a result of a will or actions taken by the heir during their lifetime to obtain most of their assets through gifts.

**a. Elements of Inheritance**

The three (3) important components listed below must be present for inheritance to take place:

- a. There must be a deceased person or an estate to be inherited.  
In inheritance law, abbreviated as *Pewaris Erflater*, when is a person considered deceased? Usually, it is when the person's heart stops beating. 'Deceased' here means dying naturally, because our positive law does not recognise civil death.
- b. There must be one or more persons left behind.  
In inheritance law, this is also known as heirs or *efgenaam*. At the time of the opening of the inheritance, all persons who have rights and responsibilities as heirs must be present (born).
- c. There must be assets left behind.  
In inheritance law, this is also known as inheritance/estate. All rights and responsibilities of a person that can be valued in monetary terms are considered to be their assets (*vermogen*). Non-monetary duties and rights, such as those arising from family law relationships, cannot be passed on to the next generation. For example, the rights of a guardian over a person under their guardianship, the obligations of a guardian (*curator*) towards a *curandus*, and marital rights (*maritale macht*) are not included in inheritance rights.

**b. The Attitude of Heirs Towards Inheritance**

Article 1023 of the Civil Code confers upon heirs the right to determine their legal position with respect to the inherited estate, thereby preventing potential injustice arising from the costs or debts of the deceased, as regulated under Articles 833 and 955 of the Civil Code.

- 1. Accepting an inheritance outright; or with the special right to record the inheritance.  
In principle, upon acceptance of the inheritance, it is mixed with the personal assets of the heir concerned; as a result, the debts of the inheritance can be taken from the settlement of the assets belonging to the heir concerned.
- 2. Accepting inheritance as a beneficiary.



The heirs in question are only willing to accept if there is an excess of inheritance assets over debts, in which case they are subject to the provisions of Article 1031 of the Civil Code and other laws and regulations.

3. Refusing an inheritance.

As indicated in the attached copy, this must be done explicitly and with a statement made at the Registry Office of the District Court, whose jurisdiction has opened the inheritance. Accordingly, such an individual is deemed never to have been an heir in the relevant case (Article 1023 of the Civil Code); consequently, he bears no liability and is not entitled to receive any portion of the inheritance, as stipulated in Article 1057 in conjunction with Article 1058 of the Civil Code.

**c. Inheritance Information**

Before distribution and division, the estate is collectively owned by each heir. If a person has specific wishes regarding their estate after death, they can make a will before a notary. Furthermore, if a person believes they have a valid claim to an undivided estate, the heirs can ask a notary to draw up a 'Declaration of Inheritance,' which outlines the identity of the heirs and determines the amount allocated to each party.

Notaries must be very careful in drawing up heir statements because their responsibility is lifelong, even after retirement. In accordance with Stbl. 1860 No.3 Article 38 paragraph (2) Wet op het Notaris-Ambt, notaries are authorised to make heir statements to prove who is entitled to the inheritance.

**d. The Existence of Classification, Authority and Various Terms**

Pursuant to Article 42 of Government Regulation No. 24 of 1997, proof of inheritance may be evidenced by a deed of inheritance rights, a court determination of inheritance, or a certificate of inheritance. Furthermore, Article 111 of Regulation of the Minister of Agrarian Affairs/Head of the National Land Agency No. 3 of 1997 governs the transfer of rights due to inheritance based on nationality, namely:

- a) Indigenous inhabitants (letter of inheritance from the heir with witnesses and approval from the village head and sub-district head),
- b) Chinese descendants (deed of inheritance from a notary),
- c) Other foreign descendants (letter of inheritance from the Inheritance Office).

These provisions indicate the classification of citizens, differences in the authority to issue letters of inheritance, and the use of different terms according to classification.

**e. Contents of the Inheritance Statement**

Article 14 paragraph 2 of the Wet op de Grootboek der Nationale Schuld (National Debt Ledger Act) regulates the Verklaring van Erfrecht (declaration of inheritance rights) as a document that determines who the heirs are and their inheritance shares, as well as forming the basis for the administration of national debt and inherited assets. This declaration can be made by a notary or the Balai Harta Peninggalan (Inheritance Office) and contains, among other things:

- a. Identity of the deceased and heirs (including minors),
- b. Existence of a will,
- c. Inheritance rights,
- d. Name of representative,
- e. Basis of relationship,
- f. Limitations on authority,

g. Statement by the official who drew up the deed regarding the accuracy of the document's contents.

The contents of a will greatly affect inheritance rights, making this document important for administration, taxation, and legal matters related to inheritance.

**f. Procedures and Requirements for the Preparation of Inheritance Certificates and BHP through AHU**

When preparing inheritance certificates, notaries must first check through the Ministry of Law and Human Rights' online AHU Wasiat service whether the deceased had made a will. The answer may be registered (the certificate can be downloaded) or unregistered. The notary then determines the eligible heirs and their respective shares.

This procedure involves the purchase of a PNBP voucher worth IDR 500,000 through AHU, which can only be submitted by a notary. The required supporting documents include the testator's death certificate, proof of citizenship, birth and marriage certificates, the heirs' ID cards/family cards, and other relevant documents.

In addition, a Heir Witness Statement must be prepared, containing the deceased's biodata, marital status, list of children, and witnesses who knew the deceased's circumstances. In practice, this can be made notarised or under hand. This step is a form of precaution taken by the notary to prevent legal disputes in the issuance of inheritance certificates.

**g. Notaries as professional officials**

Notaries are required to be trustworthy, possess integrity, and adhere to the professional code of ethics, given their position as public officials entrusted with providing legal services to the community. The standard of notarial legal services is shaped by professional competence, experience, technical skill, and a high degree of moral responsibility.

Even with professional abilities, without integrity and ethics, notaries can harm the community and damage the reputation of the profession. Therefore, the professional conduct of notaries must always be based on ethics, law, and social responsibility.

The notary profession requires specialised knowledge, moral standards, and a focus on the interests of the community. The community assesses the quality of notaries based on their knowledge, skills, and ability to provide legal solutions. By upholding legal and moral norms, notaries guarantee the authenticity of deeds, legal certainty, justice, and tangible benefits for clients.

Notaries are liable for errors or negligence if there are heirs who are not included in the deed of inheritance rights. Pursuant to Articles 1365 and 1366 of the Civil Code, such conduct constitutes an unlawful act resulting in loss, thereby rendering notaries liable for compensation, reimbursement of costs, and interest. In addition to civil liability, notaries may also be subjected to administrative sanctions, ranging from written warnings and temporary suspension to dishonourable dismissal, depending on the gravity of the violation of the professional code of ethics.

Responsibility can be defined as a state of mind that encompasses acting earnestly in carrying out all duties, as well as a willingness to bear all risks for one's own actions. In this case, a person can be prosecuted, blamed, or sued if something happens.

The ability to determine one's attitude towards such actions must certainly be resolved, as must the ability to bear the risks of such actions, which is emphasised in this definition. If the quality of the deed does not fully meet the established classification, the notary's responsibility cannot be effectively carried out. As a result, many people have complained about this issue to the government and suffered financial losses due to inappropriate actions.

The Notary Profession Act (UUJN) should have regulated provisions that provide legal protection for the notary profession against violations, whether caused by third parties or by the notary's own mistakes or errors (Agustini & Djaja, 2024).

A Certificate of Inheritance is a document that contains all information or evidence regarding the deceased and their heirs. A Certificate of Inheritance drawn up before a notary only states that, based on the information submitted and provided, the notary considers all parties listed in the letter to be legal heirs.

Therefore, a certificate of inheritance does not necessarily constitute a definitive legal basis under the prevailing laws and regulations. The functions of a Certificate of Inheritance include serving as a formal declaration or evidentiary instrument identifying the lawful and entitled heirs. Additionally, this certificate is also used to change the name on the ownership of assets or property, as well as to protect and prevent the misuse of authority over the deceased's estate (Nevatiti & Silviana, 2023).

The author argues that a Certificate of Inheritance is not an authentic deed, and disagrees that such a document can be drawn up by just anyone, provided that it demonstrates a person's right to inherit the estate, whether it has been opened or not. In his opinion, before a Certificate of Inheritance is issued, the heirs and witnesses must provide information in the form of an authentic deed before a notary.

Thus, only a notary is vested with the authority to issue a Certificate of Inheritance. However, a Certificate of Inheritance does not qualify as an authentic deed, as an authentic deed must be drawn up in strict accordance with the form and procedural requirements prescribed by law (Nugraha & Nelson, 2022).

Article 1870 of the Civil Code provides that authentic deeds constitute perfect evidence of the matters contained therein, including in relation to inheritance documents. Furthermore, Article 1868 of the Civil Code stipulates that an authentic deed is one drawn up in the form prescribed by law by, or before, a public official duly authorized by law. This provision is intended to ensure and facilitate the formation of legally valid authentic deeds.

Therefore, a Certificate of Inheritance must meet the requirements of an original deed to be considered legally valid (Yoga et al., 2018). The administration of heirs and the acquisition of inheritance rights are governed by clear provisions under the Civil Code (KUHPerduta). A person may obtain inheritance rights on the basis of these provisions, as regulated in the following articles, including:

- 1) According to Article 832 of the Civil Code, heirs are the surviving spouse and blood relatives, both within and outside of marriage.
- 2) Article 833 of the Civil Code states that heirs automatically acquire ownership of all property, rights and debts belonging to the deceased.

What if not all heirs are listed in the notary's inheritance certificate? The inheritance certificate does not comply with applicable legal provisions if the notary does not list all legitimate heirs. This can result in an unfair distribution of inheritance or may be detrimental to those who are entitled to it. In addition, because the notary is considered negligent in preparing the document, this may also give rise to legal action against him. Based on the objective and subjective elements contained in Article 263 Paragraph 1, among others:

- a) Objective Elements, namely :
  1. Creating a forged letter

2. Falsifying a letter
3. A person who has the authority to issue an agreement or contract that can be used as evidence of something.
- b) Subjective elements with the following meanings:
  - A. Using the letter as if it were genuine and not fake.
  - B. Using the letter could cause harm.

Any unlawful act that causes loss to another person obliges the person whose fault caused the loss to compensate for that loss,' reads Article 1365. This article discusses Article 1365 of the Civil Code, which states that the perpetrator of an unlawful act is obliged to compensate the victim of the unlawful act if the act causes loss to the victim.

Article 1366 states that 'every person is liable for losses caused by their negligence or carelessness, in addition to losses caused by their actions.'

Article 1367 states that 'a person is not only liable for losses caused by his own actions, but also for losses caused by items under his control or by the actions of others for whom he is responsible.'

The conclusion of this case points to a subjective aspect, namely that the use of the letter could harm others. 'All agreements made legally are valid for those who make them,' according to Article 1338 of the Civil Code. A letter of inheritance can be revoked if it is made unlawfully, such as by concealing or falsifying information, because it can harm others.

With the explanation of these articles, a notary is certainly required to be able to prove the legal competence of all parties who make a Letter of Inheritance. Notaries also have an obligation to prove the identity of the parties and the existence of all parties entitled to the deed. From these articles, researchers can conclude that the notary's duty in making a Certificate of Inheritance is not only to ensure that the material created is accurate, but also to ensure that all entitled parties, including heirs, include their names correctly so as not to violate these articles. Therefore, such actions constitute an unlawful act (PMH) if the notary issues a Certificate of Inheritance that clearly violates these three provisions (Articles 1365, 1366, and 1367 of the Civil Code) (Meliala, 2014).

The notary's liability when there is a lawsuit filed by heirs who were not included in the deed of inheritance rights is liability based on error, which is a form of notary liability for his actions (Rochmawati & Saleh, 2024; Safira et al., 2025). Pursuant to Articles 1365 and 1366 of the Civil Code, such acts constitute unlawful conduct as they result in harm to others. Article 1366 further provides that every person is responsible not only for losses arising from their actions, but also for losses caused by negligence or lack of due care. Consequently, aside from the deed having no legal force, the notary may also incur civil liability for such errors, including the obligation to provide compensation, reimbursement of costs, and interest resulting from the unlawful act, as regulated under Article 1366 of the Civil Code (Rochmawati & Saleh, 2024). Furthermore, Notaries may face administrative consequences, such as written warnings or dismissal from office, without prejudice to the possibility of claims for damages.

Depending on the severity of the ethical violation, administrative sanctions are also stipulated in the Code of Ethics and may include: warnings, reprimands, suspension from membership of the Notary Association, dismissal, and dishonourable dismissal from membership of the Notary Association.

#### **B. Legal Protection for Parties Involved in Lawsuits Filed by Heirs Not Included in the Deed of Inheritance Rights**

A notarial deed in the form of a *partij deed* (deed before a notary) is considered a statement by the parties as set out in the deed. In this case, the accuracy of the statement is the responsibility of the parties, not the notary. The notary only certifies what is stated, so if there is an error, the responsibility lies with the relevant party. According to the law, a deed of agreement must be signed by the parties, or the reason for not signing must be stated.



The interpretation of the deed format is considered a way to avoid legal risks, but its accuracy can still be questioned through *tegenbewijs* (counter-evidence). In inheritance cases, even if the heir's statement deed has been drawn up based on information from certain parties and certified by the village/sub-district, it can still lead to disputes if other heirs feel that they have not been involved or that their rights have been violated. Every heir is entitled to the deceased's estate, so if someone claims to be the sole owner without the consent of the other heirs, a legal dispute may arise regarding the ownership or sale of the inheritance.

All heirs must have their names certified in the list of heirs issued by the sub-district head or notary in order for the inheritance to be transferred. If this is done without the knowledge of one of the entitled heirs, the inheritance declaration is legally invalid and the aggrieved heir can claim their rights, including the right to cancel the sale of the inherited land, by presenting the evidence they have.

The Heir Certificate has strong legal force as valid written evidence, especially to support claims or statements submitted by the parties concerned in court. It is important to ensure that the heir certificate is carefully and accurately prepared by a notary, so that those involved in the transfer of inheritance rights can avoid potential legal problems in the future.

According to Susilowati (2024), The issuance of a certificate of inheritance that does not involve all legitimate heirs has the potential to cause legal defects because it disregards the subjective rights of other heirs. In principle, each heir has the same legal position with regard to the deceased's estate, so that the disregard of one of the heirs can lead to legal disputes, especially if the inheritance has been transferred or controlled unilaterally by a certain party.

Susilowati (2024) emphasises that although a letter of inheritance has probative value as a valid written piece of evidence, the material truth of its contents is not absolute. In civil court practice, the contents of a certificate of inheritance can still be contested through counter-evidence (*tegenbewijs*) if it is proven that the information provided by the parties does not correspond to the actual circumstances. Thus, heirs who are not listed still have the legal opportunity to prove their status as legitimate heirs before the court.

In line with that, Lumenta et al. (2025) explains that heirs who are not listed in the certificate of inheritance are afforded legal protection through the right to file a lawsuit as provided under Article 834 of the Civil Code. The issuance of a certificate of inheritance without involving all legitimate heirs may be classified as an unlawful act pursuant to Article 1365 of the Civil Code, as it infringes upon the rights of others and causes harm to the excluded parties.

In terms of legal consequences, a certificate of inheritance issued based on false or incomplete information can be declared legally invalid and lose its legal force. The court possesses the authority to annul a certificate of inheritance if it is demonstrated that the rights of other legitimate heirs have been violated. Consequently, the certificate cannot serve as a valid legal basis for the transfer of inheritance rights, whether by sale, gift, or other legal transactions.

According to Kansil, legal protection for heirs who are not listed in the certificate of inheritance can be provided preventively and repressively (Kuspermadi et al., 2025). Preventive protection is carried out by ensuring that the process of issuing a certificate of inheritance is carried out carefully and involves all legitimate heirs, while repressive protection is pursued by filing a lawsuit to revoke the certificate of inheritance in court in order to obtain legal certainty and justice.

## CONCLUSION

Notaries can be held liable for deeds of inheritance that trigger lawsuits from excluded heirs, as such acts constitute unlawful conduct under Articles 1365 and 1366 of the Civil Code. This liability may encompass compensation, annulment of the deed, administrative sanctions up to removal from office, and professional ethical sanctions commensurate with the severity of the violation. Meanwhile, legal protection for heirs is provided

preventively through the immediate distribution of inheritance assets after the death of the testator to prevent fraud, and repressively through dispute resolution by mediation or legal channels, including the imposition of sanctions, fines, or criminal penalties in accordance with the violation that has occurred.

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