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## LEGAL PROTECTION AND LIABILITY OF NOTARIES IN THE CUSTODY OF LAND TITLE CERTIFICATES DURING LAND TRANSFER: A NORMATIVE LEGAL ANALYSIS IN INDONESIA

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### Abstrak

Penelitian ini menganalisis ketidaklengkapan norma dalam Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris (UUJN) terkait ketiadaan pengaturan eksplisit mengenai kewenangan notaris dalam penyimpanan sertifikat hak milik atas tanah selama proses pengalihan kepemilikan. Fokus kajian ini terletak pada konstruksi normatif Pasal 15 UUJN yang hanya memuat kewajiban umum bagi notaris untuk bertindak amanah dan menjaga kepentingan para pihak, namun tidak memberikan batasan maupun legitimasi kewenangan secara spesifik terhadap praktik penitipan sertifikat. Kondisi ini menimbulkan ketidakpastian hukum (legal uncertainty) serta membuka ruang interpretasi yang berpotensi menempatkan notaris dalam posisi tanggung jawab tanpa dasar otorisasi undang-undang yang eksplisit (ultra vires risk). Dengan menggunakan metode penelitian hukum normatif melalui pendekatan perundang-undangan dan konseptual, penelitian ini mengkaji bahan hukum primer dan sekunder guna menilai bentuk perlindungan hukum yang tersedia serta konstruksi pertanggungjawaban notaris dalam praktik tersebut. Hasil analisis menunjukkan bahwa perlindungan hukum bagi notaris bersifat tidak langsung dan bergantung pada penafsiran ketentuan umum UUJN, sehingga tidak memberikan jaminan kepastian hukum yang memadai. Dalam praktiknya, penyimpanan sertifikat kerap terjadi pada situasi di mana pembeli belum melunasi harga tanah secara keseluruhan, yang secara normatif tidak diatur secara tegas dalam UUJN. Akibat ketidaklengkapan norma ini, notaris tetap dapat dimintai pertanggungjawaban secara perdata, administratif, maupun pidana apabila terjadi kelalaian atau sengketa, meskipun kewenangan yang dijalankan tidak memiliki dasar pengaturan yang eksplisit. Oleh karena itu, secara doktrinal dapat disimpulkan bahwa kekosongan norma dalam UUJN mencerminkan

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suatu bentuk ketidaklengkapan hukum yang memerlukan intervensi legislasi. Pembentukan norma yang lebih jelas dan tegas menjadi suatu keniscayaan guna menjamin kepastian hukum serta memberikan perlindungan yang proporsional bagi notaris dalam menjalankan fungsi penyimpanan sertifikat hak milik atas tanah.

*Kata Kunci: Tanggung Jawab Notaris; Sertifikat Hak Milik Tanah; Perlindungan Hukum; Pengalihan Tanah; Perjanjian Penitipan; Indonesia*

### Abstract

This study analyzes the incompleteness of the norms in Law Number 2 of 2014 concerning the Notary Public (UUJN) related to the absence of explicit regulations regarding the authority of notaries in storing land title certificates during the transfer of ownership process. The focus of this study lies in the normative construction of Article 15 of the UUJN, which only contains general obligations for notaries to act in a trustworthy manner and safeguard the interests of the parties, but does not provide specific limitations or legitimacy of authority regarding the practice of certificate storage. This condition creates legal uncertainty and opens up room for interpretation that has the potential to place notaries in a position of responsibility without explicit legal authorization (*ultra vires* risk). Using normative legal research methods through statutory and conceptual approaches, this study examines primary and secondary legal materials to assess the forms of legal protection available and the construction of notary accountability in this practice. The results of the analysis indicate that legal protection for notaries is indirect and depends on the interpretation of the general provisions of the UUJN, thus not providing adequate legal certainty. In practice, certificate retention often occurs in situations where the buyer has not fully paid the land price, a normative requirement not expressly regulated in the UUJN. Due to this incompleteness, notaries can still be held liable under civil, administrative, and criminal law for negligence or disputes, even though their authority lacks an explicit regulatory basis. Therefore, doctrinally, it can be concluded that the lack of norms in the UUJN reflects a form of legal incompleteness that requires legislative intervention. The establishment of clearer and more stringent norms is a necessity to ensure legal certainty and provide proportional protection for notaries in carrying out their function of storing land title certificates.

**Keywords:** notary responsibilities; land title certificates; legal protection; land transfer; custody agreement; Indonesia

### INTRODUCTION

The issue of certificate custody within the context of notary authority is a normative issue reflected in the differences in legal constructions in various court proceedings (Rimba 2016). These differences indicate the lack of comprehensive and clear norms as a basis for uniform interpretation in determining the legal position of a notary.

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Within this framework, the incomplete provisions in Article 15 of the Notary Law (UUJN) are a central point that has sparked normative tensions. While the article regulates the authority of notaries to draw up authentic deeds and other authorities governed by statutory regulations, it does not limit the authority related to document control. This lack of explicit provisions creates wide scope for interpretation in assessing notary actions. Consequently, the same action can be classified differently within different legal frameworks. Thus, this issue demonstrates the absence of a gap or incomplete norm that results in inconsistent legal application (Abdillah 2025).

In case No. 788K/Pid/2020, the court found the notary not guilty of embezzlement. This ruling normatively confirms that a notary's possession of a certificate does not automatically fulfill the elements of an unlawful act under criminal law. However, the decision was not based on explicit norms in the UUJN governing this authority. This situation indicates that the judge must interpret it outside the normative framework provided in Article 15 of the UUJN. This confirms that existing norms are unable to provide clear boundaries regarding the legality of notarial actions (Rifani and Faishal 2023). Consequently, the assessment of notarial actions relies on interpretative constructions that are not always consistent. Thus, this case demonstrates that the incompleteness of the norms in Article 15 of the UUJN leaves room for permission in the qualification of legal acts.

In case No. 863/Pdt.G/2015/PN.DPS, the court ordered a notary to return a certificate to a specific party. This decision demonstrates that notaries are positioned as subjects with civil responsibility for the objects under their control. However, this construction does not directly stem from norms in the UUJN, but rather from an interpretation of general principles of civil law. This raises normative questions regarding whether such actions constitute official authority or a private legal relationship. This ambiguity indicates that Article 15 of the UUJN does not provide an adequate basis for determining the legal character of notarial actions. As a result, judges used different approaches in determining notary liability. Thus, this case demonstrates how incomplete norms lead to a plurality of legal liability constructions.

In case No. 128/Pid.Pra/2024/PN Jkt Sel, the court declared the notary's suspect status legally flawed. This decision demonstrates the lack of clarity in determining the limits of notary criminal liability. Normatively, this indicates the lack of clear parameters in the UUJN (National Law) for assessing whether a notary's actions can be classified as a crime. This lack of parameters has led law enforcement officials to use varying interpretations. This reinforces the indication that Article 15 of the UUJN does not provide comprehensive normative guidelines. As a result, the law enforcement process lacks a uniform basis for assessing notary actions. Therefore, this case further emphasizes the existence of normative limitations that impact legal protection.

Overall, these three decisions demonstrate the fragmentation of norms in determining the legal status of notary actions. This fragmentation is a direct consequence of the incomplete provisions in Article 15 of the UUJN. General norms without a role lead to a plurality of interpretations in commercial practice. This results in the absence of



consistent standards for determining the authority and responsibilities of notaries. Consequently, the same actions can be assessed differently in different legal contexts. This situation indicates that the legal system does not yet provide adequate normative certainty. Therefore, a more rigorous discussion of norms is needed to avoid inconsistencies in law enforcement.

## LITERATURE REVIEW

Studies on notary authority reveal an unresolved doctrinal debate regarding the interpretation of Article 15 of the Notary Law (UUJN). Some scholars interpret notary authority in a limited manner, limiting it to actions explicitly stated in the law, thus deeming any action outside of that scope to be without legal basis. Conversely, a more functional view holds that notary authority can encompass actions inherently related to the performance of the office, even if not explicitly formulated. This difference creates doctrinal tension in determining whether actions such as controlling or storing documents fall within the scope of notary authority. The research by Amirullah and Putri implicitly takes a limited position, emphasizing that the absence of a normative basis opens up the potential for abuse of authority. However, neither study explicitly examines the conceptual boundaries of notary authority within the theoretical framework of authority. This limitation suggests that the debate regarding the nature of notary authority has not been systematically formulated, contributing to the unclear norms reflected in the cases analyzed previously (Amirullah 2021).

From a civil law perspective, the practice of storing certificates is often associated with the concept of a bewaargeving agreement, which creates a legal relationship in the form of an obligation to safeguard and return the goods. However, there are differing views on whether this concept can be directly applied to notaries as public officials. Some studies, such as that proposed by Febriani, tend to assume that this relationship can be understood as a normal civil relationship. Conversely, other approaches argue that the notary's involvement cannot be separated from the dimensions of public office and therefore is not fully subject to the private law regime. This difference indicates a tension between private and public law constructs in explaining the position of notaries. Existing research has not been able to conceptually integrate these two approaches. Consequently, there is no clarity regarding the appropriate legal basis for qualifying this legal relationship. This condition directly correlates with the incompleteness of Article 15 of the UUJN, which does not provide guidance regarding document control.

Studies on the legal liability of notaries reveal diverse approaches, encompassing civil, criminal, and administrative aspects. Research by Amirullah emphasizes civil liability based on unlawful acts, particularly in the context of transferring certificates without the owner's consent. Meanwhile, Putri (Putri 2019) developed a broader analysis by incorporating criminal and administrative dimensions, as reflected in the case study of Decision No. 53/Pid.B/2017/PN.Bkt. However, both studies remain descriptive in nature and have not yet developed normative parameters that can be used consistently to determine notary liability. Furthermore, there has been no attempt to link these various



forms of liability within a coherent theoretical framework. In this context, Hans Kelsen's theory of legal responsibility is relevant, explaining that liability arises from violations of applicable norms. However, the absence of a clear norm in Article 15 of the UUJN raises challenges in determining whether an action can be considered a violation. Thus, the existing literature has not fully explained the relationship between authority norms and the construction of notary legal liability.

In studies of legal protection, scholars generally distinguish between preventive and repressive protection as two primary instruments within the legal system. Preventive protection relates to the establishment of clear norms to prevent disputes, while repressive protection focuses on resolving disputes through judicial mechanisms. Previous research tends to only mention these two forms of protection without specifically linking them to the position of notaries. Amirullah emphasized protection for certificate holders, while Putri highlighted the risks faced by notaries within the framework of legal responsibility. However, no research has systematically linked legal protection with the authority and responsibility of notaries within a single analytical framework. This limitation indicates that legal protection is still understood in a partial manner. In fact, the incompleteness of the norms in Article 15 of the UUJN, as seen in previous cases, actually demonstrates the need for structured legal protection. Therefore, a conceptual approach is needed that can integrate preventive and repressive protection within the context of notary office.

## RESEARCH METHODS

This research is normative legal research that focuses on the study of legal norms within the positive legal system (Hydén 2021). Normative legal research aims to examine, analyze, and interpret legal provisions contained in statutory regulations as well as legal norms that develop in practice. As stated by Peter Mahmud Marzuki (Marzuki 2011), normative legal research views law as norms or rules that serve as guidelines for regulating societal behavior. The approaches used in this research include the statute approach, the conceptual approach, and the case approach. The statutory approach is carried out by examining various relevant legal regulations, such as the Criminal Code and Law Number 2 of 2014 concerning the Office of Notaries. The conceptual approach is used to understand legal concepts that develop in doctrine and expert opinions. Meanwhile, the case approach is carried out by analyzing relevant court decisions to identify the ratio decidendi and the application of legal norms by judges.

In conducting the analysis, this study explicitly utilizes several legal interpretation methods: grammatical, systematic, teleological, and conceptual interpretation. Grammatical interpretation is used to understand the meaning of language within statutory provisions; systematic interpretation is used to position norms within the overall legal system; teleological interpretation is used to examine the purpose of norm formation; and conceptual interpretation is used to construct meaning based on legal doctrine and principles (Stychin 2019). The selection of court decisions in this study was based on the relevance of the case substance to the legal issue under study, as well as the



consideration that the decision contains significant legal considerations (*ratio decidendi*) in interpreting the norms under study.

The legal materials used consist of primary, secondary, and tertiary legal materials. Primary legal materials include statutory regulations and court decisions. Secondary legal materials consist of doctrines or expert opinions obtained from books, scientific journals, and other academic works. Tertiary legal materials include legal dictionaries, the Big Indonesian Dictionary, and other references supporting the understanding of legal terms. The legal materials were collected through literature review and legal document searches. Furthermore, all legal materials were analyzed using prescriptive analysis methods. Through this method, analysis does not stop at describing or interpreting norms, but is directed toward formulating coherent legal arguments. The interpretations of laws and regulations, legal principles, and doctrines are then used as a basis for developing legal recommendations aimed at achieving legal certainty, justice, and benefit.

## RESULTS AND DISCUSSION

Legal protection for notaries who hold land title certificates during transfer processes must be analyzed within the framework of applicable positive legal norms, not simply as a developing practice (Khoirurrijal, Djumikasih, and Herlindah 2022). The Notary Law establishes the authority of notaries as public officials responsible for drafting authentic deeds and exercising certain administrative powers. This norm also affirms the notary's obligation to act honestly, independently, impartially, and safeguard the interests of the parties. However, there is no explicit provision granting notaries the authority to receive and store land title certificates. This absence of a norm indicates that the act of storage does not directly fall within the scope of the notary's assigned authority. Therefore, normatively, this act must be interpreted carefully to avoid exceeding the limits of authority stipulated by law (Faruq 2024). Grammatical interpretations of the authority norm cannot extend the meaning to include the function of custody. Meanwhile, systematic interpretations also do not indicate any implicit recognition of this authority within the overall structure of the law (Marlyna 2021).

From a civil law perspective, the notary's act of receiving a certificate can be qualified as a custody relationship as regulated by the Civil Code. Custody is an agreement in which the recipient is obligated to safeguard and return the item in its original condition (Aditya et al. 2022). Thus, a notary who receives a certificate is in the position of a recipient of a deposit, subject to general civil law provisions. This position differs from a notary's function as a public official exercising public authority. Consequently, the responsibility arising no longer stems solely from their position but also from their contractual relationship. This expands the notary's potential liability in the event of loss. Furthermore, in the event of negligence or error, provisions concerning unlawful acts become relevant. Therefore, the legal construction of this action is dual, falling within both the official and civil domains (Febriani 2023).



An analysis of relevant court decisions indicates that a notary's acceptance of a certificate is generally considered to be outside their official authority. The legal facts in a case typically indicate the transfer of a certificate within the context of a preliminary agreement, such as a Sales and Purchase Agreement (Maulana 2018). The parties hand over the certificate to the notary with the aim of maintaining a balance of interests during the transaction. The legal issue that arises is whether this action is part of the notary's authority or a personal act with its own legal consequences. In their deliberations, judges tend to deem this action outside the notary's attributional authority (Suryahartati 2019). Therefore, the resulting legal relationship is classified as an ordinary civil relationship. This reasoning positions notaries as private legal subjects in the context of custody. The implication is that legal protection based on position is limited in such situations.

The implication of this construction is the increased legal risk faced by notaries. Notaries cannot fully rely on professional norms when facing disputes regarding retained certificates. This indicates a mismatch between the needs of practice and the certainty of legal norms. In such circumstances, legal protection for notaries is suboptimal. The absence of explicit regulations creates uncertainty in determining the limits of responsibility (Anggreini 2025). Therefore, a teleological interpretation is required to understand the purpose of legal protection in this context. The primary goal of legal protection is to provide certainty, justice, and benefit. However, without clear norms, these goals are difficult to achieve consistently. Therefore, this situation indicates a normative vacuum that needs to be filled through appropriate legal construction (Anjasmara and Kawuryan 2019).

Legal protection for notaries can be analyzed in two forms: preventive and repressive. Preventive protection relates to efforts to prevent disputes through clear norms and limits of authority. In this context, preventive protection remains weak due to the lack of explicit regulations regarding certificate retention. As a result, notaries lack clear normative guidelines for action. Meanwhile, repressive protection relates to dispute resolution after a violation has occurred. Notaries retain the right to defend themselves in judicial proceedings and through administrative mechanisms. However, the legal position of notaries is weakened because their actions lack a clear basis for authority (Annisa, Dewantara, and Jauharoh 2024). This demonstrates that repressive protection cannot fully compensate for the weaknesses of preventive protection. Therefore, strengthening preventive protection is an urgent need in this context.

The legal liability that can arise from the act of storing certificates is multi-layered and multidimensional. Civil liability arises from the custodial relationship and the possibility of default or unlawful acts. Notaries can be required to compensate for losses if proven negligent in safeguarding certificates (Ramadhani 2022). Furthermore, administrative liability can be imposed if the action is deemed to violate the provisions of their position. Administrative sanctions can include warnings, temporary suspension, or permanent dismissal. Under certain circumstances, criminal liability can also arise if there is an element of intent or negligence that meets the definition of a crime. Thus,



notaries face potential liability under various legal regimes simultaneously. This emphasizes that the act of storing certificates is not free from legal risk (Setiawan 2020).

The lack of clear regulations also impacts the mechanism for imposing sanctions on notaries. The provisions for sanctions in the Notary Law are scattered across various articles and do not specifically regulate the act of storing certificates (Kusuma 2021). As a result, the application of sanctions depends on the interpretation of existing norms. If an action is not explicitly regulated, the basis for imposing sanctions is weak. This creates uncertainty in law enforcement against notaries. On the one hand, notaries can be held liable, but on the other hand, there are no norms expressly prohibiting such actions. This situation creates ambiguity in the legal system. Therefore, consistency is needed in formulating norms and sanctions to avoid multiple interpretations. This way, legal certainty can be more assured in notarial practice.

### **Legal Protection for Notaries in the Custody of Land Title Certificates During the Transfer of Title**

Legal protection for notaries in the custody of land title certificates must be analyzed, focusing on the incompleteness of the provisions in Article 15 of the Notary Law (Nasution 2024). This article regulates the authority of notaries to draw up authentic deeds and other authorities stipulated by statutory regulations. However, this formulation does not provide detailed limitations on additional actions a notary can perform beyond the function of deed-making. This incompleteness is evident in the absence of normative parameters regarding the scope of "other authorities." Grammatically, the phrase is open-ended but cannot be interpreted indefinitely. Systematically, there are no further regulations that integrate the custody function within the framework of notary authority. This creates ambiguity in determining whether the act of holding certificates falls within the function of the notary's office. Therefore, Article 15 of the UUJN does not provide adequate legal certainty regarding the limits of a notary's authority.

Within the civil law framework, the act of holding certificates is qualified as a custody agreement as stipulated in the Civil Code. Custody creates a legal obligation for the recipient of the deposit to safeguard and return the goods. In this position, a notary acts as a private legal subject, not a public official. Consequently, the resulting legal relationship is subject to provisions on breach of contract and unlawful acts. If these obligations are violated, the notary can be held liable. This demonstrates a shift in the legal regime from professional law to civil law. The incompleteness of the norms in the UUJN reinforces the use of this civil law construction. Thus, position-based protection is limited. This position places notaries in a legally deficient position.

An analysis of decision 128/Pid.Pra/2024/PN.Jkt.Sel shows that the case began with the determination of a notary as a suspect for alleged fraud or embezzlement. The legal facts indicate the notary's possession of a certificate in the context of a transaction. The legal issue being tested was the validity of the procedure for determining the suspect. The court deemed the process procedurally flawed. The judge's reasoning focused on the



formal aspects of criminal procedure law. Therefore, the notary is not positioned as a perpetrator of the crime in the decision. The implications of this decision indicate the existence of repressive protection through procedural corrections. However, this decision does not address the notary's authority to retain certificates. Therefore, the incompleteness of the norm remains unanswered.

In decision 788K/Pid/2020, the legal facts demonstrate the notary's possession of the certificate, leading to accusations of embezzlement. The legal issue analyzed was the fulfillment of the elements of the crime of embezzlement. The court stated that the elements of the offense were legally and convincingly fulfilled. The judge's reasoning was based on the unlawful possession of another person's property. In this context, the trust relationship does not eliminate criminal liability. The notary was deemed to have abused the trust placed in him by the parties. The implications of this decision indicate that the incompleteness of the norm in the UUJN weakens the notary's defense. Consequently, the risk of criminal liability remains inherent in this practice. This decision emphasizes the importance of clear boundaries of authority.

Decision 863/Pdt.G/2015/PN.DPS demonstrates an approach within the civil realm. The legal facts demonstrate a dispute regarding the notary's possession of the certificate. The legal issue that arose was whether this action constituted an unlawful act. The court declared that the notary had committed an unlawful act. The judge's reasoning was based on a breach of obligation within the trust relationship. Notaries are required to return certificates to the rightful parties. In this case, the civil relationship is the primary basis for liability. The implication is that notaries are deprived of protection under the legal regime of office. This ruling reinforces the dominance of civil liability.

In ruling 1138 K/PID/2017, the legal facts indicate an accusation of embezzlement against a notary. The legal issue analyzed was the fulfillment of the criminal elements in the act. The court declared the act proven, but did not fulfill the elements of a criminal offense. The judge's reasoning indicated that the element of unlawfulness was not fulfilled in criminal terms. Therefore, the notary was acquitted of all legal charges. The implication of this ruling demonstrates the boundary between criminal and civil liability. Even if not convicted, civil liability may still arise. This ruling demonstrates the room for interpretation in assessing notary actions. It also emphasizes the importance of clear norms.

Legal protection for notaries must be distinguished between preventive and repressive. Preventive protection relates to clear norms regarding authority and procedures for action. When norms are incomplete, preventive protection is less than optimal. Meanwhile, repressive protection is reflected in the judicial mechanism that assesses specific cases. Repressive protection is casuistic and does not provide general standards. Furthermore, the resulting responsibilities include civil, administrative, and criminal liability (Zhillan 2025). These three forms of liability can arise simultaneously depending on the actions. This demonstrates the complexity of the notary's legal position. Therefore, this distinction is crucial in determining legal consequences.



Based on the overall analysis, the incompleteness of the norms in Article 15 of the UUJN is a major source of legal uncertainty. The norm does not provide operational limits on actions beyond the preparation of deeds. Consequently, the practice of certificate retention is subject to varying interpretations. Normatively, this practice cannot be left without clear regulations (Basmala 2022). The appropriate approach is explicit regulations with clear limitations. These regulations should include requirements, procedures, and limits on the notary's responsibilities. In this way, legal protection can be strengthened preventively. Furthermore, certainty in law enforcement can also be increased through repressive measures. Without improved norms, notaries remain legally vulnerable.

### **Legal Liability and Risks Faced by Notaries**

The legal responsibility of notaries in the custody of land title certificates must be analyzed within a structured normative framework, emphasizing the classification of forms of responsibility. From a legal theory perspective, notary responsibility encompasses individual responsibility, fault-based responsibility, risk responsibility, and professional responsibility. Individual responsibility positions notaries as legal subjects responsible for every action they take (Hernoko 2019). Fault-based responsibility requires an element of intent or negligence in causing harm. Risk responsibility stems from the position of control over the object, so that obligations arise even in the absence of actual fault. Meanwhile, professional responsibility relates to the standard of care required in carrying out their duties. These four forms provide a conceptual framework for determining the basis for notary liability. Therefore, every act of certificate custody must be examined based on the nature of the inherent responsibility.

Within the framework of positive law, notary responsibility is divided into civil, administrative, and criminal liability. Civil liability arises when a loss occurs due to negligence in safeguarding or returning a certificate that has been deposited (Jonathan 2022). This construction is based on the principle of unlawful acts, which requires an act, fault, loss, and a causal relationship. Administrative liability relates to violations of official obligations stipulated in laws and regulations. Administrative sanctions can be imposed even if there is no material loss. Meanwhile, criminal liability arises if a notary's actions meet certain elements of a crime, such as unlawful possession. These three forms of liability can apply cumulatively depending on the nature of the violation. This demonstrates that notaries face a broad spectrum of legal risks. Therefore, clear normative boundaries are needed to avoid uncertainty (Malau and Sesung 2018).

In the context of certificate custody, the primary basis for civil liability lies in the custody relationship, which gives rise to an obligation to safeguard and return the object. The notary, as the recipient of the deposit, is obligated to act with a high degree of care. Failure to fulfill this obligation results in legal consequences in the form of compensation. This principle does not depend on the notary's status as a public official, but rather on the concrete actions taken. Thus, liability arises from the private legal relationship between the notary and the parties. This emphasizes that certificate custody falls outside



the primary function of deed preparation. Consequently, office-based protection does not automatically apply. This position demonstrates a shift from a public legal regime to a private legal regime. Therefore, clarity about the boundaries of authority is crucial.

The incompleteness of the provisions in Article 15 of the Notary Law is a major source of uncertainty in determining responsibility. The provision only provides a general formulation of authority without establishing clear operational boundaries. The phrase regarding other authorities is not supplemented with normatively testable criteria. As a result, the interpretation of authority is open and potentially broad. This incompleteness makes it difficult to distinguish between official and non-official actions. In the context of certificate deposition, this creates ambiguity regarding the legal basis for such actions. Consequently, the responsibility of a notary becomes uncertain. This situation indicates that the existing provisions do not meet the principle of legal certainty. Therefore, a reformulation of the provisions with more precision is needed.

The reconstruction of Article 15 of the Notary Law must be directed towards establishing norms that are both limitative and operational. The authority of a notary needs to be formulated in detail, including clear boundaries. In the case of certificate deposition, it is necessary to determine whether such actions fall within the authority or fall outside it. If recognized, they must be regulated as additional, limited authority. This regulation must include the requirement for written consent from the parties (Ramadhani 2022). Furthermore, the notary's obligation to create a clear deposit agreement must be established. Prudential standards also need to be formulated normatively as legal obligations. This way, notaries' actions have a clear basis for legitimacy. This reconstruction aims to reduce ambiguity and strengthen legal certainty.

Furthermore, the reconstruction of norms must include regulations regarding the limits of notary liability. These limits are necessary to ensure that responsibility does not exceed the authority granted. In the context of custody, a notary's responsibility should be limited to the obligation to safeguard and return the object as agreed. Norms should also emphasize that criminal liability only arises if there is an element of intent or a clear violation of the law. Thus, not every loss automatically results in criminal liability. This regulation is crucial to maintain proportionality between authority and responsibility. Furthermore, a clear evidentiary mechanism should be established in the event of a dispute. This will provide certainty in the law enforcement process. With clear boundaries, the notary's legal position is better protected.

Reconstruction should also strengthen the preventive dimension of legal protection through clear and measurable norms. Norms should provide operational guidelines regarding certificate storage procedures. This includes procedures for receiving, storing, and returning certificates. Furthermore, administrative recording requirements for each custody action should be established. With standardized procedures, the potential for disputes can be minimized. Norms should also regulate the obligation to be transparent to the parties. Thus, every notary's action has a justifiable basis. This preventive protection will reduce reliance on repressive mechanisms. Therefore, strengthening norms is a key step in providing legal protection.



Overall, the legal responsibility of notaries in maintaining certificates cannot be separated from the incomplete norms governing their authority. Without a clear reconstruction, notaries will continue to be vulnerable to various forms of liability. Therefore, the formulation of norms that systematically integrate authority, limitations, and responsibilities is necessary. The reconstruction of Article 15 of the UUJN must be able to provide legal certainty while maintaining proportionality of responsibility. With comprehensive norms, there will be no broad interpretations that are detrimental to notaries. Furthermore, the legal system will be more consistent in assessing notary actions. This will also improve the overall quality of legal protection. Therefore, norm reconstruction is a fundamental need in this context.

## CONCLUSION

Based on the above description, the author concludes as follows:

The main doctrinal findings indicate that legal protection for notaries in the custody of land title certificates is not supported by a comprehensive normative framework within the legislation. Provisions in the Notary Law, particularly Article 15, do not explicitly regulate the authority of notaries to receive and retain certificates. This incompleteness of the norm places the custody action outside the clearly defined boundaries of authority. Consequently, the legitimacy of notary actions depends on the interpretation of the general obligation to protect the interests of the parties. Legally, this action is more accurately classified as a custody relationship within the realm of civil law. This implies that notaries' responsibilities stem not only from their position but also from private legal relationships. Thus, legal protection based on their position is limited and does not provide adequate certainty. This situation emphasizes the need to clarify the boundaries of notaries' authority and the basis of their responsibilities in a normative manner.

The normative and practical implications of this situation directly impact the legal position of notaries, Land Deed Officials (PPAT), and the parties in land title transfer transactions. Notaries are in a vulnerable position because they potentially bear civil, administrative, and criminal liability simultaneously. Land Deed Officials (PPAT), as parties involved in the transfer of rights, require certainty regarding the status of the documents subject to the transaction. Parties to the agreement face uncertainty regarding the security of certificates held in trust. In the context of legal protection, preventive measures such as written agreements and the application of the precautionary principle do not yet have generally binding normative force. Meanwhile, repressive protection through judicial mechanisms is case-specific and does not provide uniform standards. This ambiguity has the potential to lead to differing assessments in legal practice. Therefore, clear norms are needed to create certainty and consistency in the



implementation of notarial functions. This implication indicates that the existing problem is not merely theoretical but has a direct impact on legal practice.

Recommendations for legal reform should be directed at establishing norms specifically governing the custody of certificates by notaries. First, explicit provisions are needed in the revision of Article 15 of the UUJN (National Land Law) to determine whether custody falls within the authority of a notary or is an additional, limited function. Second, standard procedures need to be established that include the obligation to create a custody agreement and a written receipt as legal evidence. Third, the limits of notary liability must be clearly defined, including a distinction between civil, administrative, and criminal liability. Fourth, a standardized certificate return mechanism is needed to prevent future disputes. Fifth, regulations must include prudential standards and administrative obligations that must be met by notaries. With comprehensive regulations, notarial actions gain clear legitimacy. This will strengthen preventative legal protection and reduce reliance on repressive mechanisms. Thus, normative reform is a strategic step towards achieving legal certainty and proportional protection.

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