



## The Validity of Credit Agreement Deeds Non-Compliant with the Law on the Office of Notaries: A Review from the Perspective of Legal Certainty and Accountability

Keabsahan Akta Perjanjian Kredit yang Tidak Sesuai Undang-Undang Jabatan Notaris: Tinjauan Perspektif Kepastian Hukum dan Akuntabilitas

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### Abstract

Credit agreement deeds executed before Notaries are intended to ensure legal certainty and strong evidentiary value in banking transactions. However, in practice, particularly within the banking sector, such deeds are frequently executed in violation of the formal requirements stipulated under the Law on the Office of Notaries (UUJN), including the absence of one party, non-simultaneous signing, and the failure to read the deed before all appearers. While previous studies have generally addressed formal obligations in notarial practice, limited attention has been given to the recurring practice of separate creditor signing and its legal implications. This study aims to examine the validity of credit agreement deeds that do not comply with the UUJN and to analyze the impact of such non-compliance on legal certainty and notarial accountability. Employing a normative juridical method, this research analyzes statutory regulations, legal doctrines, scholarly literature, and relevant judicial decisions concerning notarial law and the law of evidence. The findings demonstrate that non-compliance with mandatory formal requirements particularly the absence of simultaneous signing before the Notary results in the degradation of credit agreement deeds from authentic deeds to private deeds or, in certain cases, renders them legally invalid. Such degradation weakens evidentiary strength, undermines legal certainty for both creditors and debtors, and exposes Notaries to administrative, civil, and ethical liability. This study contributes to notarial law by clarifying the doctrinal boundaries of deed validity and reinforcing the essential relationship between legal certainty and notarial accountability.

**Keywords:** Credit agreement deed; notarial law; legal certainty; notarial accountability; banking transactions.

### Abstrak

Akta perjanjian kredit yang dibuat di hadapan Notaris bertujuan untuk menjamin kepastian hukum dan kekuatan pembuktian dalam transaksi perbankan. Namun, dalam praktik, khususnya di sektor perbankan, akta tersebut kerap dibuat tidak sesuai dengan ketentuan formal Undang-Undang tentang Jabatan Notaris (UUJN), seperti tidak hadirnya salah satu pihak, penandatanganan yang tidak dilakukan

secara bersamaan, serta tidak dilakukannya pembacaan akta di hadapan seluruh penghadap. Meskipun kajian sebelumnya telah membahas kewajiban formalisasi akta, penelitian yang secara khusus menyoroti praktik penandatanganan terpisah oleh kreditur dan implikasi hukumnya masih terbatas. Penelitian ini bertujuan untuk menganalisis keabsahan akta perjanjian kredit yang tidak memenuhi ketentuan UUJN serta dampaknya terhadap kepastian hukum dan akuntabilitas Notaris. Metode penelitian yang digunakan adalah yuridis normatif dengan menelaah peraturan perundang-undangan, doktrin hukum, literatur ilmiah, dan putusan pengadilan yang relevan. Hasil penelitian menunjukkan bahwa pelanggaran terhadap syarat formal yang bersifat imperatif, khususnya penandatanganan yang tidak dilakukan secara bersamaan di hadapan Notaris, menyebabkan degradasi akta dari akta autentik menjadi akta di bawah tangan atau bahkan tidak sah. Kondisi ini melemahkan kekuatan pembuktian, menimbulkan ketidakpastian hukum, serta membuka ruang pertanggungjawaban administratif, perdata, dan etik bagi Notaris.

**Kata Kunci:** Akta perjanjian kredit; hukum kenotariatan; kepastian hukum; akuntabilitas Notaris; transaksi perbankan.

## 1. INTRODUCTION

According to the Law on the Office of Notaries, a Notary is a public official authorized to draw up authentic deeds and to exercise other powers as stipulated by law. An authentic deed is a deed executed in a form prescribed by statutory regulations, made by or before a public official who is legally authorized to do so, at the place where the deed is drawn up (Budiono, 2007). The existence of Notaries constitutes a concrete manifestation of the implementation of the law of evidence. The Republic of Indonesia is a state based on the rule of law, as affirmed in Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia, which guarantees legal certainty, order, and legal protection grounded in the principles of truth and justice (Salim & Abdulah, 2007).

One type of authentic deed drawn up by a Notary is a Credit Agreement Deed. The procedure for the execution of an authentic deed refers to the provisions of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 on the Office of Notaries. In particular, the form and function of a notarial deed are expressly regulated under Article 38 (Undang-Undang Nomor 2 Tahun 2014 Tentang Jabatan Notaris, n.d.). In the execution of a credit agreement deed, the signing must be conducted simultaneously and in the presence of a Notary at the time specified in the deed. However, in practice, the creditor often does not sign the deed directly before the Notary at the same time as the debtor, thereby undermining legal certainty with respect to the credit agreement deed. Pursuant to Article 1 point 7 of the Law on the Office of Notaries, a notarial deed constitutes an authentic deed drawn up by or before a Notary in accordance with the form and procedures prescribed by law. Furthermore, Article 16 of the same law obliges the Notary to read out the deed and ensure that it is signed at that moment by the appearers, witnesses, and the Notary. Consequently, such practices may raise questions regarding the accountability of the Notary, as the deed executed does not comply with the applicable statutory provisions.

In the context of the evolving practice of notarial services in Indonesia, issues concerning the validity of credit agreement deeds that are not executed in accordance with the provisions of the Law on the Office of Notaries (UUJN) have increasingly emerged, in line with the growing public demand for fast and efficient legal services. On the one hand, the needs of the business sector, particularly the banking industry, require streamlined administrative processes that are not time-consuming. On the other hand, Notaries, as public officials, are obliged to uphold the formal requirements stipulated under statutory regulations. This intersection between demands for efficiency and legal obligations often gives rise to tension, which ultimately results in procedural violations in the execution of notarial deeds.

In the banking sector, for instance, the signing of credit agreement deeds is often carried out without the direct presence of the creditor before the Notary. This practice arises from claims by banks of having heavy workloads, which allegedly prevent their representatives from being physically present at every deed-signing process. As a result, the Notary frequently only deals with the debtor during the reading and signing of the deed, while the creditor signs the document internally at the bank's office without the presence of the Notary. From a practical perspective, this practice is considered efficient. However, from a juridical standpoint, it constitutes a violation of Article 16 of the Law on the Office of Notaries (UUJN), thereby negating the authentic character of the deed (Wiryawan, 2025).

This situation demonstrates that the primary challenges in notarial practice extend beyond technical issues and encompass ethical considerations as well as the professional obligations of Notaries. Notaries should not adjust legal procedures to accommodate the preferences of certain parties, even when such adjustments are justified in the name of convenience or efficiency. The authority of a Notary is conferred by law, not by those who require legal services. Therefore, Notaries are obliged to refuse any actions that contravene the formal requirements for the execution of deeds, even in the presence of pressure or entrenched practices within the banking sector.

Furthermore, procedural violations in the execution of deeds do not merely raise concerns regarding legal certainty but also have significant implications for legal protection for the parties involved. A credit agreement deed, which is intended to provide certainty regarding the rights and obligations of the parties, can no longer be relied upon as authentic evidence when it suffers from formal defects. Such circumstances may result in substantial losses for both parties, particularly in the event of disputes or default. For instance, creditors may encounter difficulties in enforcing collateral when the credit agreement deed loses its probative force as an authentic instrument. Similarly, for debtors, a formally defective deed may serve as grounds to challenge the validity or substance of the agreement, as it was not executed in accordance with lawful procedures.

Moreover, non-compliance of notarial deeds with the UUJN also reflects a lack of public awareness regarding the importance of formal procedures in the execution of authentic deeds. Many parties perceive notarial deeds merely as administrative documents that may be altered or adapted to practical needs. In fact, authentic deeds possess far greater legal force than ordinary documents, as they constitute perfect evidence of the matters stated therein. Accordingly, public understanding of the function and procedures for the execution of authentic deeds must be enhanced in order to prevent misconceptions regarding the role of Notaries and the legal value of the deeds they produce.

Nevertheless, existing studies predominantly discuss (i) the obligation to read out deeds and the "verlijden" principle in general, and/or (ii) the legal consequences of signing that is not performed before a Notary, without specifically focusing on the recurring pattern in banking credit transactions where the creditor signs separately outside the Notary's presence and time of execution (Wicaksono & Purnawan, 2021). Nevertheless, this practice becomes problematic when viewed against the notary's formal duty to ensure temporal certainty and comply with procedural requirements in executing authentic deeds, because backdating and related procedural deviations may facilitate further unlawful acts and undermine legal certainty. In addition, the notary is obligated to read and explain the deed to the appearing parties, and an intentional failure to do so may constitute fraud in civil proceedings (Afwija et al., 2025).

Therefore, the scientific importance of this research lies in clarifying how non-compliance with formal and material requirements in notarial practice such as the absence of parties, non-simultaneous signing, or failure to read the deed can cause an authentic deed to be downgraded into a private deed, or even result in the deed being void by law. This doctrinal boundary is crucial because degradation weakens evidentiary strength, creates legal

uncertainty, and may reduce public trust in the notarial institution, while also exposing the Notary to civil and ethical accountability (Mirfa & Rimadona, 2025).

This research is also significant in contributing to the development of legal scholarship, particularly in the fields of notarial law and the law of evidence. By employing a normative juridical research method, this study seeks to identify a solid legal basis concerning the validity of credit agreement deeds that do not comply with the provisions of the Law on the Office of Notaries (UUJN), as well as to examine the implications of such non-compliance for the evidentiary strength of those deeds. In addition, this research analyzes the liability of Notaries for deeds they execute whether civil, administrative, or ethical where violations are proven to have occurred. From a broader perspective, this study aims to highlight the importance of upholding the principle of legal certainty at every stage of the execution of authentic deeds. Legal certainty is not limited to the substance of statutory provisions but also encompasses consistency in the application of the law by authorized officials. Accordingly, Notaries, as an integral component of the legal system, must serve as exemplars in upholding legal rules and principles.

This research further seeks to reaffirm the strategic role of Notaries in supporting the establishment of an orderly and well-functioning legal system. As public officials, Notaries bear substantial responsibility in safeguarding the integrity of legal instruments and maintaining public trust in the legal system. When Notaries perform their duties inconsistently or in contravention of statutory provisions, the adverse effects are not confined to the contracting parties but may also undermine the legal system as a whole. Therefore, a comprehensive understanding of the duties and authorities of Notaries, as well as the legal requirements governing the execution of authentic deeds, is of paramount importance. In the context of credit agreement deeds, this research is expected to contribute to a clearer understanding of how the provisions of the UUJN are implemented in practice. Moreover, this study aims to provide practical recommendations for Notaries in carrying out their professional duties, particularly when confronted with situations in which efficiency considerations potentially conflict with legal obligations. Thus, this research is not only theoretically relevant but also offers practical implications for notarial practice and the broader legal profession.

Ultimately, this research affirms that authentic deeds constitute a fundamental pillar of the Indonesian legal system. The existence of authentic deeds not only provides legal certainty for parties engaged in legal transactions but also reinforces the principles of justice and order within society. Accordingly, the consistent application of the UUJN by Notaries is imperative to ensure that authentic deeds can effectively fulfill their function in safeguarding legal certainty and legal protection for the public.

## 2. METHOD

This study employs a normative juridical research method, focusing on the analysis of positive law, legal principles, and relevant doctrines in notarial practice. This method was chosen because the study aims to examine the validity of credit agreement deeds that do not comply with the Law on the Office of Notaries (UUJN) and their legal implications for legal certainty and notarial accountability. The first step of the research involved library research, in which the researcher reviewed various primary and secondary legal sources. Primary law includes Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 on the Office of Notaries, the Indonesian Civil Code (KUHPerdata), and other relevant statutory regulations. Secondary law consists of academic literature, legal textbooks, scientific journals, expert legal opinions, and case documents relevant to notarial practice and credit agreement deeds.

Subsequently, normative analysis was conducted to assess the Notary's compliance with the formal deed procedures as stipulated in the UUJN, including deed reading, the presence of the parties and witnesses, and the signing of the deed. This analysis also evaluates

the implications of non-compliance for legal certainty, particularly whether a deed that does not meet formal requirements still retains its legal force as an authentic evidentiary instrument, and examines the accountability of Notaries from legal, administrative, and professional ethical perspectives. The study further incorporates comparative analysis by juxtaposing actual practices in the execution of credit agreement deeds in the banking sector with applicable legal provisions, in order to assess the extent to which efficiency-driven practices conflict with legal principles and notarial professionalism. Additionally, a qualitative approach is employed, wherein the legal data obtained are analyzed descriptively, evaluated, and linked to theories of legal certainty and accountability in the notarial profession.

Through this approach, the research is expected to yield both normative and practical findings, providing a comprehensive understanding of the formal and material impacts of UUJN violations on deed validity, the Notary's duty to maintain deed integrity and legal protection for the parties, as well as strategies for enforcing legal certainty and accountability in notarial practice. The results are also anticipated to contribute to the development of notarial law in Indonesia and serve as a reference for Notaries and relevant stakeholders to enhance legal compliance, professional standards, and public legal protection.

### 3. RESULT AND DISCUSSION

#### a. The Validity of Credit Agreement Deeds That Do Not Comply With The Law on The Office of Notaries From The Perspective of Legal Certainty

The theory of legal certainty constitutes one of the fundamental objectives of law and may be regarded as an integral part of efforts to realize justice. Legal certainty manifests in concrete form through the implementation and enforcement of law in relation to actions, without regard to the identity of the individuals involved. Through legal certainty, individuals are able to anticipate the legal consequences that may arise from engaging in specific legal actions.

According to Maria S.W. Sumardjono, the concept of legal certainty entails that, normatively, legal certainty requires the availability of a coherent body of statutory regulations that are both operational in nature and supportive of their effective implementation. Empirically, the existence of such statutory regulations must be applied consistently and consequently by the human resources responsible for their enforcement (Manan, 1998). In this research, the human resources expected to support the implementation of the law are Notaries. Notaries are public officials vested with the authority to draw up authentic deeds concerning all acts, agreements, and stipulations that are required by statutory regulations and/or desired by the interested parties to be stated in an authentic deed (Dharmayanti et al., 2019).

As noted by Budiono, H. (2007), one of the violations of the Law on the Office of Notaries (UUJN) committed by Notaries occurs when a deed is not signed in the presence of the Notary, and the draft of the deed is instead taken by another person and signed at a location unknown to the Notary. Authentic deeds executed by or before a Notary are mandated not only by statutory law but also by the parties involved, who seek to ensure the rights and obligations of all parties. This is essential to uphold legal certainty, order, and legal protection for the interested parties as well as for society at large (Prayitno, 2015). According to Article 16 paragraph (8) of the Law on the Office of Notaries, "If any of the requirements referred to in paragraph (1) letter l and paragraph (7) are not fulfilled, the relevant deed shall only have evidentiary power as a private deed." In practice, however, simultaneous signing of the deed by all appearers in the presence of witnesses and the Notary frequently does not occur, particularly in the banking sector, as in the case of credit agreement deeds. Banks, acting as creditors, operate under the principle of providing services that are fast, accurate, and efficient in terms of both time and cost. For reasons of efficiency, it is often deemed acceptable that the Notary conducts the reading and signing of the deed without the presence of the bank's representatives.

This situation results in a lack of legal certainty regarding authentic deeds executed by Notaries, as it violates Article 16 paragraph (1) letter l, which stipulates that a deed drawn up by a Notary must be signed simultaneously by the appearers, witnesses, and the Notary. In the case under study, the Notarial deed was neither read nor signed simultaneously in the presence of the Notary, as one party



the bank was absent and only received a copy of the deed for subsequent signing. Such practices clearly contravene the provisions of the Law on the Office of Notaries (UUJN) and the Notary Code of Ethics, which may give rise to legal implications both for the deed itself and for the Notary involved (Wijaya, 2024). The failure to meet the legally prescribed requirements may render a Notarial deed null and void by operation of law, thereby depriving the parties to the agreement set forth in the deed of legal certainty.

A Notarial deed must provide assurance that the events and facts recorded therein are indeed carried out by the Notary or stated by the appearers at the time specified in the deed, in accordance with the procedures established for the execution of such deeds (Elvina, 2020). The formal aspects that must be ensured include certainty regarding the day, date, month, year, time of appearance, the identities of the appearers, as well as their initials and signatures. If a Notary fails to provide legal certainty with respect to any of these formal requirements such as the signature of one of the parties the deed cannot confer legal certainty as an authentic instrument.

Non-compliance with the formal requirements for the execution of deeds, as stipulated in the relevant provisions of the Law on the Office of Notaries (UUJN), ultimately undermines the primary function of an authentic deed as an instrument providing legal certainty. Legal certainty is not merely concerned with the existence of rules, but also with the assurance that such rules are applied consistently by the authorities entrusted with enforcement. In the context of notarial practice, regulations concerning the reading, signing, and presence of the parties are not merely technical procedures; rather, they serve as a legal safeguard to ensure that every deed produced by a Notary genuinely reflects the intentions of the parties and is processed with full responsibility. When a Notary disregards these procedures, the legal framework that should guarantee the authenticity of the deed becomes weakened (Zuhdiantito, 2025). In other words, legal certainty transforms into uncertainty when a deed, which should possess full evidentiary power, is instead rendered weak and susceptible to future disputes. This situation clearly contradicts the purpose of an authentic deed, which is to establish clarity, formal accuracy, and protection for the public who entrust their legal affairs to a Notary.

In practice, violations such as signing a deed outside the presence of the Notary or executing signatures at another location constitute a disregard for the principle of legal certainty. This principle requires that every action of a public official can be demonstrated clearly and measurably. When a deed is signed without the Notary's presence, it no longer accurately reflects the legal situation, as the Notary cannot guarantee that the signatory is the correct individual or that they fully understand and consent to the contents of the deed. The absence of verification and reading procedures increases the risk of misunderstandings, fraud, or forgery, ultimately resulting in legal uncertainty among the parties involved.

The principle of legal certainty also requires that the contents of a deed serve as a valid reference in the event of a future dispute (Prianto et al., 2024). However, if a deed is not executed in accordance with the prescribed procedures, its status is reduced to that of a private deed. Under such circumstances, the parties can no longer rely on the full evidentiary power inherent in an authentic deed. This poses a significant problem in credit agreements, as these deeds are often used to secure the fulfillment of the debtor's obligations and as a basis for enforcement in the event of default. With the diminished legal force of the deed, banks, as creditors, may lose a strong legal foundation to demand compliance with the debtor's obligations. This situation runs counter to the principle of prudence in the banking sector, which prioritizes legal security in all transactions.

When a credit agreement deed fails to meet the formal requirements, neither the debtor nor the creditor receives adequate legal protection. For instance, if a dispute arises concerning the loan amount, interest, term, or collateral, the deed cannot serve as a valid reference recognized by the court. Consequently, the dispute resolution process becomes more complex and time-consuming, as the judge must re-evaluate other evidence that lacks the probative strength of an authentic deed. This legal uncertainty is precisely what the Law on the Office of Notaries (UUJN) seeks to prevent through its strict regulation of deed formalization.

Legal certainty in a deed is also closely linked to the protection of the parties' free consent. The reading of the deed before a Notary is crucial, as this process ensures that the parties understand its contents prior to signing. If the reading is omitted or conducted without the presence of one of the parties, there is a potential violation of the principle of freedom of contract, since a party may not fully comprehend all binding clauses. Accordingly, formal violations do not merely concern administrative aspects but may also have material implications affecting the validity of the parties' consent.

The principle of legal certainty should also be regarded as an instrument for safeguarding the integrity of the notarial profession. Notaries are entrusted by the state to execute authentic deeds because they are deemed professional, neutral, and trustworthy public officials. When Notaries violate the provisions of the Law on the Office of Notaries (UUJN), particularly for reasons of time efficiency as frequently observed in banking practice, public trust in the notarial profession may diminish. If the public perceives that notarial deeds do not guarantee legal certainty, the role of Notaries as providers of public legal services becomes ineffective. Public trust, however, constitutes a fundamental asset for the delivery of high-quality legal services.

On the other hand, practical pressures from banks are indeed one of the factors contributing to violations of the formal requirements for deeds. Banks demand a fast and efficient process to meet the needs of their clients. However, such practical considerations cannot legitimize the disregard of the provisions of the Law on the Office of Notaries (UUJN). Notaries remain obligated to uphold the rules, as the principle of legal certainty cannot be compromised solely for the sake of efficiency. If efficiency comes at the expense of legality, legal certainty is threatened, and the parties may face significantly greater legal risks in the future. Another aspect underscoring the importance of legal certainty is the preventive nature of notarial deeds as formal evidence. That is, deeds are not merely created to resolve disputes but to prevent disputes from arising in the first place. By executing authentic deeds, the parties are provided with clear guidance regarding their rights and obligations. However, if a deed is executed with formal defects, its preventive function is lost, and disputes that could have been anticipated and avoided arise due to procedural inaccuracies in the deed's execution.

On a broader level, legal certainty in the execution of deeds also serves to support the stability of the national legal system. The state requires legal instruments that are reliable and applied consistently. When authentic deeds frequently contain formal defects, the quality of the legal administrative system comes into question. Moreover, inconsistent application of the Law on the Office of Notaries (UUJN) can create disparities among Notaries, where some exercise their authority in accordance with the rules while others do not. This may result in inequality and uncertainty in the application of the law, thereby diminishing overall legal certainty.

In the context of this study, the case of a credit agreement deed not being signed simultaneously by all parties indicates a violation that undermines the security and legal certainty for the parties involved. If any formal requirement is not fulfilled, the deed can no longer be classified as an authentic deed under Article 1868 of the Indonesian Civil Code (KUHPerdara). Once the status of the deed changes, its inherent legal force also diminishes. As a result, both the creditor and the debtor are placed in a vulnerable position: the creditor loses executorial guarantees, while the debtor may be bound by clauses that are materially valid but formally weak. This legal uncertainty ultimately gives rise to injustice.

Therefore, it can be affirmed that legal certainty in the execution of deeds is not a mere formality but a fundamental prerequisite for the validity of an authentic deed. Violations of the provisions of the Law on the Office of Notaries (UUJN) directly affect the evidentiary value of the deed, disrupt the rights of the parties, and weaken the role of the Notary as a guardian of legal certainty and order. Accordingly, Notaries must always adhere to the established procedures and must not compromise the principle of legal certainty for any reason, including time efficiency or the demands of particular parties.

### **b. The Validity of Credit Agreement Deeds Not Compliant With The Law on The Office of Notaries (UUJN) From The Perspective of Accountability**

The principle of accountability in the legal profession refers to the obligation of legal professionals to be responsible for every action, decision, and outcome of their work in accordance with applicable laws and professional ethics. According to Halim, accountability entails the duty to provide explanations and report on the performance and actions of an individual, legal entity, or organization to other parties who have the right and authority to request such accountability and clarification (A. Halim, 2012).

The principle of accountability in the legal profession refers to the obligation of legal professionals to be answerable for every action, decision, and outcome of their work in accordance with applicable laws and professional ethics. According to Halim, accountability is the duty to provide explanations and report on the performance and actions of an individual, legal entity, or organization to other parties who have the right and authority to request such accountability and clarification (Gosal et

al., 2021). This interpretation underscores that accountability is not merely a matter of ethics but also constitutes a legal mechanism inherent in every public profession, including Notaries as public officials authorized to execute authentic deeds.

In the context of notarial practice, the principle of accountability assumes a critical role because Notaries do not merely perform a private profession but also carry out a public service function that produces authentic instruments with full evidentiary power. This means that every deed executed by a Notary carries significant legal consequences for the parties involved, potentially giving rise to long-term legal effects. Accordingly, non-compliance with the provisions of the Law on the Office of Notaries (UUJN) can not only diminish the evidentiary value of the deed but also affect the legitimacy and validity of the actions of the public official concerned.

The Law on the Office of Notaries (UUJN) strictly regulates both the formal and material requirements for the execution of deeds, including the obligations to read the deed aloud, ensure the presence of the parties and witnesses, obtain signatures, record the deed in the minutes, and preserve the protocol (Pati & Primananda, 2025). Each of these provisions is established to ensure that deeds are executed honestly, transparently, and with full accountability. When a credit agreement deed is not prepared in accordance with these provisions, the principle of accountability serves as the basis for assessing the extent to which the Notary's errors or negligence affect the validity of the deed and the legal protection of the parties involved.

From the perspective of accountability, a deed that fails to meet the formal requirements of the Law on the Office of Notaries (UUJN) indicates that the Notary has not exercised their authority as a public official professionally. For instance, in the case of a credit agreement deed between a debtor and a bank, if the Notary fails to ensure the full presence of the parties or neglects to read the contents of the deed as required under Article 16 paragraph (1) letter m of UUJN, the deed loses its authentic character. Consequently, the deed may be regarded as a private deed or even void *ab initio* if substantive violations are identified. This situation is directly related to the principle of accountability, as Notaries are obligated to guarantee that the deeds they execute comply with the proper legal procedures and can be professionally and ethically justified.

Furthermore, the principle of accountability requires Notaries to act prudently in the execution of credit agreement deeds, particularly given that such deeds often serve as the basis for the enforcement of collateral rights, debt collection, or other legal proceedings. Non-compliance with legal provisions can result in significant losses for both debtors and creditors. For example, several court rulings have declared that credit deeds lack executorial power when they are executed without fulfilling formal requirements, such as the absence of the parties, identity errors, or missing signatures. In this context, the Notary bears personal responsibility for any errors arising from such negligence. Accountability demands that Notaries consciously understand these legal risks and ensure that all procedures are properly followed.

The principle of accountability is also closely linked to transparency. In the process of executing a deed, Notaries are obliged to provide clear and accurate explanations to the parties regarding the legal consequences of the document they are signing. This is particularly important because credit agreements often involve asymmetric legal relationships. Creditors (banks) typically possess greater understanding of the legal aspects and risks of the agreement compared to debtors. When a Notary fails to adequately explain the contents of the deed or shows partiality toward one party, the principle of accountability is violated, and the resulting deed is at risk of being legally defective.

Accountability is also reflected in the oversight mechanisms governing Notaries. The Law on the Office of Notaries (UUJN) provides avenues for the public to report alleged violations and establishes administrative sanctions for Notaries who fail to comply with the provisions of their office (Al Khalik et al., 2025). These sanctions range from admonitions, warnings, temporary suspension, to permanent dismissal. This regulation demonstrates that accountability is not only internal but also external, as the public has the right to legal protection against unprofessional actions by Notaries. In the case of defective credit agreement deeds, moral, professional, and legal sanctions may be imposed as forms of accountability.

In the context of validity, it is important to distinguish between formal defects and material defects. Formal violations typically relate to the procedural aspects of deed execution, whereas material violations concern the substantive content. Formal violations committed by a Notary can cause a deed to lose its authentic value. However, if the violation is substantive for instance, a deed executed without the presence of one of the parties or involving manipulation the deed may be annulled or even



considered void ab initio. In both situations, the principle of accountability requires the Notary to assume responsibility for the consequences arising from such errors or deviations.

In practice, there have been numerous cases where credit agreement deeds were declared invalid by the courts due to non-compliance with the Law on the Office of Notaries (UUJN). For instance, a deed may be deemed not to meet the requirements of an authentic deed because it was not fully read aloud in the presence of the parties, or because the Notary failed to ensure that the signatories had the legal capacity to execute the deed. In several cases, courts also found that Notaries did not properly verify the identities of the parties, leading to subsequent disputes. This situation demonstrates that accountability is not merely a normative concept but has tangible effects on the validity of a deed.

In addition to professional responsibility, the principle of accountability is also related to legal liability. Notaries may be held civilly liable for losses arising from legally defective deeds, as stipulated in Article 84 of the Law on the Office of Notaries (UUJN) (Azhar & Iriantoro, 2025). Moreover, in certain circumstances, if a violation is committed intentionally or involves criminal elements, the Notary may be subjected to criminal sanctions. Therefore, a thorough understanding of the principle of accountability is essential as both an ethical and legal guide for Notaries in exercising their authority.

From the perspective of legal protection for the parties, the principle of accountability ensures that credit agreement deeds provide legal security. Debtors must be confident that the deeds they sign are free from defects that could disadvantage them in the future. Likewise, creditors require assurance that the deed is valid and can be relied upon as a basis for collection or enforcement. If a deed is executed without accountability, both parties may face legal and economic losses. In other words, the accountability of Notaries functions as a key instrument in achieving justice and legal certainty in credit transactions.

More broadly, the principle of accountability also plays a role in maintaining public trust in the notarial profession. Notaries are positioned as neutral and impartial officials who perform their duties with integrity (Nurjanah, 2023). When a deed is executed in violation of the Law on the Office of Notaries (UUJN), not only are the parties disadvantaged, but the dignity and reputation of the notarial profession are also affected. The public may lose trust in authentic deeds, even though such deeds constitute a fundamental pillar of private legal administration. Therefore, accountability serves as a fundamental principle to safeguard the sustainability of the notarial institution in Indonesia.

From a theoretical perspective, accountability encompasses the elements of answerability and enforceability. Answerability implies that public officials are obligated to explain and justify their actions, whereas enforceability refers to the existence of legal mechanisms to ensure that such accountability can be effectively applied. Both elements are reflected in the Law on the Office of Notaries (UUJN), which provides regulations on the duties of Notaries as well as sanctions for violations. Thus, the application of the principle of accountability in assessing the validity of credit agreement deeds is comprehensive, covering ethical, administrative, and juridical aspects.

Ultimately, it can be asserted that the validity of credit agreement deeds heavily depends on the Notary's compliance with the UUJN and professional accountability principles. Deeds that do not adhere to legal provisions lack authentic evidentiary power and may even give rise to legal disputes detrimental to the parties involved. Therefore, the principle of accountability serves not only as a moral foundation but also as a legal benchmark for evaluating the professionalism and responsibility of Notaries. By consistently applying accountability, Notaries can ensure that every deed they execute is genuinely valid, reliable, and provides legal protection to the public.

#### 4. CONCLUSION

This study demonstrates that non-compliance with the formal requirements stipulated under the Law on the Office of Notaries (UUJN), particularly regarding the simultaneous presence of the parties, the reading of the deed, and contemporaneous signing before a Notary, has a direct and measurable impact on the legal status of credit agreement deeds. Such procedural deviations undermine the constitutive elements of authenticity as defined under Article 1868 of the Indonesian Civil Code, resulting in the degradation of the deed's evidentiary value or, in more serious cases, rendering the deed legally invalid. Consequently, the deed fails to function as an authentic legal instrument capable of providing full evidentiary force.

From the perspective of legal certainty, the recurrent practice of separate and non-simultaneous signing especially prevalent in banking credit transactions creates structural

uncertainty concerning the moment of legal consent, the identity and intention of the parties, and the temporal accuracy of the deed. This uncertainty weakens the preventive and evidentiary functions of notarial deeds, which are designed to minimize future disputes by providing definitive proof of legal acts. When formal requirements are disregarded, the deed no longer serves as a reliable reference in dispute resolution or enforcement proceedings, thereby exposing both creditors and debtors to heightened legal risk.

Furthermore, this research establishes that procedural violations in the execution of credit agreement deeds cannot be detached from the principle of notarial accountability. As public officials entrusted with state authority, Notaries bear responsibility not only for drafting deeds but also for ensuring their procedural integrity and legal legitimacy. Failure to comply with statutory obligations reflects a lapse in professional accountability and may give rise to administrative, civil, and ethical liability. Such failures also erode public confidence in the notarial institution, which relies fundamentally on trust, neutrality, and adherence to legal norms.

The findings of this study indicate that efficiency-driven practices in the banking sector, while administratively expedient, cannot justify departures from mandatory legal procedures governing authentic deeds. On the contrary, these practices generate long-term legal uncertainty that contradicts the core function of notarial services within the Indonesian legal system. Accordingly, the validity of credit agreement deeds is inseparably linked to strict compliance with the UUJN, and any deviation from its formal requirements compromises both legal certainty and the accountability framework that underpins the notarial profession.

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