



Legal Analysis of Protocol Holding Notaries Liability for Disputed Notarial Protocols

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Article	Abstract
Keywords: Legal Consequences; Legal Liability; Notary Holding The Protocol; Notary Protocol.	<i>A Notary as Protocol Holder is appointed to store and manage the protocol of another notary who has ceased performing their duties due to death, retirement, or other reasons under Law Number 2 of 2014 amending Law Number 30 of 2004 on the Notary Position (UUJN-P). However, Articles 62 to 65 of the UUJN-P do not clearly define the limits of the responsibilities of a Notary as Protocol Holder, particularly when the protocol becomes the object of a legal dispute. This lack of legal certainty creates a legal vacuum that may disadvantage both the Notary as Protocol Holder and the public. This study aims to analyze the legal regulation governing the limits of the responsibilities of a Notary as Protocol Holder and to examine the legal consequences and available legal remedies when the protocol under their custody becomes the object of a dispute. This research applies a normative legal research method using statute and conceptual approaches. The research focuses on the legal vacuum contained in Articles 62 to 65 of the UUJN-P, supported by several court decisions as legal facts. The analysis is based on the principle and theory of legal certainty through grammatical, systematic, and teleological interpretation. The findings indicate that the responsibilities of a Notary as Protocol Holder are limited to administrative and procedural obligations, including storing, maintaining, and issuing copies or grosse deeds, without extending to the substantive validity of deeds prepared by the previous notary. Furthermore, any legal consequences are conditional in nature, while preventive and repressive legal remedies are available to ensure legal protection for the Notary as Protocol Holder.</i>

INTRODUCTION

Article 1, paragraph (3) of the 1945 Constitution affirms that Indonesia is a state based on the rule of law, which obligates the state to guarantee legal certainty, order, and protection for its citizens. These three elements are complementary and must be in balance so that the legal system can deliver justice to the people. However, it is not uncommon for legal certainty to be difficult to achieve, as efforts to secure it often overlook the sense of justice that should be the primary objective of the law itself.¹

Every activity undertaken by the public often gives rise to legal relationships, which require clear evidence or a legal basis. Therefore, legal instruments in accordance with applicable laws and regulations are necessary to ensure legal certainty for the parties involved.²

Legal instruments serve to establish the identities of the parties, prove ownership, and serve as evidence of a legal act or event that occurs in society, thereby meeting the needs of the public and guaranteeing ownership of the results obtained. Legal certainty is achieved, among other things, through authentic deeds drawn up by notaries public officials authorized to create legal instruments whose validity can be enforced before the law. In carrying out their duties, notaries are also required to store and maintain the deeds they have drawn up in the form of *notarial archives*, which are a collection of legal documents categorized under the UUJN-P as a form of state archives.³ Pursuant to Article 1, paragraph (13) of the UUJN-P, a notary's protocol is a collection of documents that constitutes a state archive and must be stored and maintained by the notary in accordance with applicable laws and regulations. The notarial protocol consists of several components, namely a collection of deed minutes which is the most central component because it contains the identities and original signatures of the parties, witnesses, and the notary; a repertory, which is a list documenting the details of all deeds; a klapper, which is an index book listing the names of the parties; a list of private deeds; a list of wills; and a list of protests. Among all these components, the original deed carries the highest evidentiary weight and serves as the primary basis for creating copies of the deed at a later date.⁴

Since a notary cannot serve indefinitely, their authority will eventually cease due to death, retirement, incapacity, or dismissal. Consequently, the notary's protocol must

¹ Ariawan, P. B. 2018. *Kepastian Hukum Wilayah Jabatan Notaris sebagai Pemegang Protokol Notaris yang Berakhir Masa Jabatannya*. Doctoral dissertation, Udayana University, Denpasar, Indonesia.

² Mertokusumo, Sudikno. 2003. *Mengenal Hukum: Suatu Pengantar*. Yogyakarta: Liberty.

³ Nursya, A., and Harwitasari. 2026. "Protokol notaris untuk kepentingan pembuktian." *Nuansa Kenotariatan* 11(2):23–31.

⁴ Sitorus, B. F., H. Purba, and Suprayitno. 2024. "Tanggung jawab notaris menyimpan dan memelihara minuta akta sebagai protokol notaris sesuai UU Jabatan Notaris." *COMSERVA: Jurnal Penelitian dan Pengabdian Masyarakat* 4(6):1703–1713. <https://doi.org/10.59141/comserva.v4i6.2484>.

be transferred to another notary appointed by the Regional Supervisory Board (MPD), who acts as the custodian of the protocol a role known as the *protocol custodian notary*.⁵ This role differs from those of an *active notary* and a *retired notary*; the protocol custodian notary is solely responsible for safeguarding the protocol and, in principle, bears no responsibility for the content of the deeds listed therein.

Problems arise because Articles 62–65 of the UUJN-P only regulate the administrative mechanisms for the transfer and safekeeping of the protocol, without clearly defining the extent of the protocol-holding notary's liability if a stored deed becomes the subject of a dispute.

This issue becomes complicated when the protocol is transferred to the notary who holds it. This transfer is often accompanied by legal challenges regarding the validity of deeds drawn up by the previous notary. Although every notary is legally required to be responsible for their own errors⁶, in some cases the new notary holding the protocol is often implicated and held accountable for legal documents that are not actually their own work. Article 65 of the UUJN-P states that liability for a deed remains with the notary who drafted it, but it does not clarify whether this fully exempts the notary who holds the protocol, nor whether such exemption is absolute. The ambiguity of this provision can be observed and seen from a number of legal facts in practice through: (1) Supreme Court Decision No. 217 K/Pdt/2021, in which the notary in charge of the protocol was named as a co-defendant in a dispute regarding a company incorporation deed drafted by a notary who had passed away; (2) Decision No. 27/Pdt. G/2022/PN Yyk, an inheritance dispute in which the notary holding the protocol was named as a co-defendant regarding a will that he did not draft; and (3) a case involving a certificate of inheritance rights issued by a notary in Surabaya, in which the notary holding the protocol was drawn into litigation after it was revealed that the deed was not accompanied by an original copy from the notary.⁷

These three legal facts reflect the ambiguity of the provisions in the UUJN-P, which to date has not provided clear and definitive regulations regarding the extent of a notary's liability as the custodian of a protocol if the protocol they hold becomes the subject of a court dispute. This ambiguity not only creates legal uncertainty for notaries who hold protocols but also has the potential to harm members of the public who

⁵ Ibid

⁶ Sembiring, R. 2024. "Pertanggungjawaban Notaris Pemegang Protokol Terhadap Keabsahan Akta Notaris Terkait Dugaan Adanya Kesalahan Di Dalam Minuta Akta Yang Diterimanya (Studi Putusan Mahkamah Agung Republik Indonesia Nomor 1791 K/Pdt/2022)." *Ilmu Hukum Prima* 7(1):1–13.

⁷ Yollanda, P. 2022. "Pertanggungjawaban Pemegang Protokol Atas Pengeluaran Salinan Akta Perjanjian Berdasarkan Putusan Mahkamah Agung Nomor 1893 K/Pdt/2018 Juncto Putusan Pengadilan Negeri Bukittinggi Nomor 27/Pdt.G/2019/PN BKT." *Indonesian Notary* 4(2):33.

have an interest in the deeds stored within those protocols. If there is no clarity regarding the limits of liability and legal protection for notaries who manage these protocols, their position will remain legally vulnerable, which could ultimately hinder the functioning of a notarial system that is orderly, secure, and provides legal certainty for the public.⁸

Previous research has examined notarial liability from various perspectives. Abdul Halim (2022) discusses the notary's legal responsibility to preserve the integrity of the original deed (*deed minute*) as well as the legal consequences arising from the loss or damage of such a deed. Similarly, Ayu Zahara et al. (2024) examine the liability of notaries managing notarial protocols regarding incomplete deeds received during the handover process of the notarial protocol. Adnyana (2022) analyzes the legal status of notaries as co-defendants in civil lawsuits, while Putra (2022) focuses on the liability of notaries and Land Deed Officers regarding disputed land sale and purchase deeds. Collectively, these studies contribute to the development of legal discourse on notarial liability, the preservation of deeds, and civil liability. However, these studies primarily focus on the liability of notaries who draft deeds or on administrative issues related to notarial protocols, rather than on the legal position of notaries who hold the protocols when the submitted protocols become the subject of judicial disputes.

Against this backdrop, the legal liability of notaries who hold notarial protocols in disputes involving submitted notarial protocols has not been adequately explored. Specifically, previous research has paid only limited attention to the interpretation of Articles 62–65 of the UUJN-P in determining the scope of a notary's liability as the custodian of notarial protocols, the legal consequences arising from such disputes, and the available legal remedies when notarial protocols under the notary's control become the subject of litigation.⁹

This study aims to address these gaps by providing a normative legal analysis based on grammatical, systematic, and teleological interpretations of the UUJN-P, supported by judicial practice. Thus, this study contributes to clarifying the legal boundaries of a notary's liability as the custodian of notarial protocols and offers a normative framework for resolving disputes involving submitted notarial protocols

METHOD

⁸ Zamzuri, M. 2024. *Perlindungan Hukum terhadap Notaris Pemegang Protokol dari Notaris Pembuat Protokol yang Telah Meninggal Dunia di Kota Tegal*. Master's thesis, Universitas Islam Sultan Agung, Semarang, Indonesia.

⁹ Nugraha, L. 2020. "Pembuatan salinan akta berdasarkan protokol notaris werda yang telah diserahkan pada notaris pemegang protokol." *Lex Renaissance* 5(2):420–437.

This study employs a normative legal research approach, which focuses on the examination of legal norms, legal principles, and legal doctrines to address the legal issues at hand, as stated by Peter Mahmud Marzuki. A normative legal research approach was chosen because the issue under examination relates to ambiguities in legal norms within legislation, thus requiring an analysis of written law as the basis for resolving the legal issue¹⁰. The approach used is the statutory approach, which involves examining, understanding, and analyzing various laws and regulations related to the legal issue under study in this case, the UUJN-P as well as Articles 1365 and 1868 of the Civil Code. This approach is supplemented by a conceptual approach, which involves examining the views, doctrines, and thoughts of experts in the field of notarial law to understand the meanings, principles, and legal foundations relevant to the limits of liability of notaries who hold protocols.

The legal materials used in this study consist of primary and secondary legal sources. Primary legal sources include the 1945 Constitution of the Republic of Indonesia, the Civil Code, Law No. 30 of 2004 on the Office of the Notary, Law No. 2 of 2014 Amending Law No. 30 of 2004 on the Office of the Notary, and Law No. 43 of 2009 on Archiving. Secondary legal sources serve as supplementary materials to primary legal sources; in this study, they include theses, dissertations, and scientific journals relevant to the research topic; news reports related to cases involving notaries holding protocols; as well as books relevant to the themes of notarial liability and notarial protocols.

The method of collecting legal materials in this study was conducted through library research, namely by gathering and reviewing various legal sources relevant to the research problem, including books, scientific journals, court decisions, and laws and regulations related to the issue under discussion. Through this method, the author seeks to establish a strong theoretical and legal foundation to support the research analysis. The technique used for analyzing the legal materials is prescriptive analysis, meaning the author does not merely describe legal facts but also provides legal arguments and critical assessments of the legal events under study. The analysis is conducted by applying three hierarchical methods of legal interpretation, grammatical interpretation, systematic interpretation, and teleological interpretation focused on determining the scope of a notary's liability as the custodian of the protocol, formulating the legal consequences, and identifying potential defense strategies should the protocol become the subject of a dispute in the future.

RESULTS AND DISCUSSION

Regulations on the Scope of Liability of Notaries as Keepers of Notarial Records Under the UUJN-P

¹⁰ Marzuki, Peter Mahmud. 2019. *Penelitian Hukum*. Jakarta: Kencana.

Article 1, paragraph (13) of the UUJN-P defines notarial protocol, which must be properly safeguarded and maintained, as they constitute state archives. Article 54 of the UUJN-P requires notaries to provide, show, or disclose the contents of a deed to parties with a direct interest. Article 62 of the UUJN-P lists the conditions under which a notary's protocol must be surrendered: death, retirement, voluntary resignation, or physical or mental incapacity lasting more than three years, while Article 63 stipulates that such handover must be made to a notary appointed by the Minister upon the recommendation of the MPD, accompanied by a signed handover report. Article 65 states that the notary who drafted the deed, the substitute notary, or the acting official remains responsible for the deeds they have drafted even after the notarial protocol have been handed over.¹¹ However, none of these articles define whether this liability is personal or inherent to the office, nor do they specify whether such liability encompasses civil, criminal, or administrative liability when the transferred protocol becomes the subject of a dispute, thereby creating a normative gap that cannot be resolved through a literal reading of the text.¹²

These provisions do not provide a clear definition of the scope of liability for the notary holding the protocol, nor whether such liability is personal or inherent to the office. This situation aligns with Hans Kelsen's theory of legal liability, which asserts that legal liability can only be validly enforced if there are clear norms regarding prohibited acts and corresponding sanctions.¹³ Since the UUJN-P does not explicitly state whether the notary responsible for the protocol can be held indirectly liable for the actions of the notary who drafted the deed, imposing such liability as reflected in the three legal facts described above lacks a strong normative basis.

To address the ambiguity in this law, this study employs three hierarchical methods of legal interpretation. By applying grammatical interpretation, the phrase "*store and safeguard*" in Article 1, paragraph (13), together with Articles 63–64 of the UUJN-P, refers only to the administrative and physical obligations to prevent the loss, damage, or misuse of the protocol; the phrase does not address material liability regarding the substance of the disputed deed. Based on systematic interpretation, a reading of Article 65(1) in conjunction with Articles 62–64 indicates that a notary's obligation to preserve protocols is limited to procedural preservation, not to the substance of deeds drawn up by their predecessors.¹⁴ This is reinforced by Articles 1868 and 1365 of the Civil

¹¹ Republik Indonesia. 2014. *Undang-Undang Republik Indonesia Nomor 2 Tahun 2014 tentang Perubahan atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris*. Jakarta: Republik Indonesia.

¹² Rahman, Y. P. 2019. "Pengaturan penyerahan protokol notaris yang telah meninggal dunia dan prakteknya di Provinsi Sumatera Barat." *JCH (Jurnal Cendekia Hukum)* 5(1):1–17.

¹³ Kelsen, Hans. 1967. *Pure Theory of Law*. Translated by Max Knight. Berkeley: University of California Press.

¹⁴ Putra, E. P., Yuliandri, and A. Fendri. 2020. "Kedudukan dan tanggung jawab notaris penerima protokol notaris yang meninggal dunia." *Al-Hurriyah: Jurnal Hukum Islam* 5(1):57–68.

Code authenticity under Article 1868 is established once a deed is drawn up by an authorized official in the prescribed form (relating to the authority of the record-keeper under Article 64 of the Notary Law), whereas civil liability under Article 1365 arises only if negligence in storage is proven, not merely because the notary stores the document. Based on a teleological interpretation, the purpose of the protocol provisions in the UUJN-P is to ensure continued public access to authentic deeds after the original notary ceases to practice, not to shift substantive legal liability to whoever currently holds the records.¹⁵

Overall, these three interpretive approaches conclude that the liability of the notary holding the protocol is *limited and functional*: it is of an administrative-procedural nature (maintaining physical integrity, fulfilling requests for copies, reporting the condition of the protocol to the MPD when necessary), and do not include responsibility for the substance, validity, or legal consequences of a deed drawn up by another notary in accordance with Article 1(3) and Articles 54, 62, 63, and 64 of the UUJN-P, unless personal negligence or an unlawful act in managing the protocol is proven under Article 1365 of the Civil Code.¹⁶ However, these interpretive efforts themselves confirm that the UUJN-P contains a clear normative gap the law does not explicitly regulate a mechanism for liability if the stored protocol becomes the subject of a dispute, nor does it provide concrete legal protection procedures a situation reflected in a recurring pattern in the three cases above, in which the notary who filed the protocol was consistently dragged into the case as a co-defendant even though he had no role in the drafting of the disputed deed.¹⁷

Legal Consequences for the Notary Responsible for the Protocol

If a notary passes away, he or she can no longer be questioned or held accountable for deeds previously drawn up. This may have implications for the notary responsible for the protocol if the deed subsequently becomes the subject of a dispute, which could potentially lead to legal consequences, both civil and administrative.¹⁸ According to the theory of legal consequences, legal consequences can only be imposed on the notary responsible for the protocol if the elements of a legal event, legal subjects, and a clear legal relationship between the notary's actions and the resulting damages are met; without these elements, holding the notary liable lacks a valid basis.¹⁹

¹⁵ Oktavia, D. 2021. "Tanggung jawab pemegang protokol notaris terhadap akta yang batal demi hukum." *Recital Review* 3(1):150–157. <https://doi.org/10.22437/rr.v3i1.9044>.

¹⁶ Ibid

¹⁷ Miftahurrahmah, N., and S. Hs. 2021. "Perlindungan hukum terhadap notaris pengganti terkait kerusakan protokol notaris dalam pelaksanaan tugas jabatan." *Private Law* 1(3):490–501. <https://doi.org/10.29303/prlw.v1i3.424>.

¹⁸ Risnomurti, R. T. 2012. *Efektivitas Pelaksanaan Kewenangan Pengawasan terhadap Notaris sebagai Pemegang Protokol*. Doctoral dissertation, Universitas Hasanuddin, Makassar, Indonesia.

¹⁹ Damayanti, N. A. 2020. "Pertanggungjawaban notaris werda atas akta yang pernah dibuat dalam masa jabatannya." *Jurnal Lex Renaissance* 5(2):475–487. <https://doi.org/10.20885/jlr.vol5.iss2.art14>.

In civil cases, the notary who holds the protocol is often named as a co-defendant because they are deemed to possess the document that is the subject of the dispute. Pursuant to Article 1365 of the Civil Code, civil liability can only be imposed if four elements are met: the existence of an unlawful act, the presence of fault (whether intentional or due to negligence), the occurrence of damages, and a causal relationship between the act and the resulting damages.²⁰ In their capacity as custodians, notaries who hold the protocol are generally only required to present the deed, provide a copy of the deed, or testify in court regarding the existence of the protocol, while responsibility for the substance of the deed remains with the notary who drafted it. As reflected in Decision No. 217 K/Pdt/2021 and No. 27/Pdt.G/2022/PN Yyk, the dismissal of the lawsuit was not based on the liability of the Notary Public responsible for the deed, but rather on the principle of *ne bis in idem*. The Court held that the subject matter of the dispute had already been decided in a prior final and binding judgment, therefore, adding the notary responsible for the deed as an additional defendant did not alter either the legal relationship or the substance of the dispute. This reasoning indicates that the involvement of the notary in charge of the protocol in the legal proceedings does not automatically establish substantive liability for the deed, but merely reflects the existence of the protocol under his supervision. Consequently, the Court implicitly distinguished between the administrative function of maintaining the protocol and the legal responsibility for the content of the authentic deed, which remains with the notary who originally executed the deed.²¹ The District Court's legal reasoning further supports this interpretation. The Court emphasized that under Indonesian civil procedural law, the plaintiff has the procedural right to determine the parties to be sued, provided that a legal relationship is alleged. Therefore, the inclusion of the Notary Holding the Protocol as a co-defendant should be understood as a procedural consequence rather than proof of substantive liability. This consideration demonstrates that the status of a protocol holder in civil litigation does not automatically imply responsibility for the validity or contents of the disputed deed. Instead, liability must still be assessed based on evidence establishing fault, negligence, or an unlawful act committed by the protocol holder.²² The judicial reasoning in the above decisions consistently demonstrates that Indonesian courts distinguish between procedural custody of notarial protocols and substantive responsibility for authentic deeds. Nevertheless, none of these decisions explicitly formulate the legal limits of the liability of the Notary Holding the Protocol under Articles 62–65 of the UUJN-P. The absence of explicit statutory regulation has resulted in differing interpretations regarding the legal position of protocol holders when the stored protocol becomes the subject of litigation. Therefore, this study argues that the existing judicial reasoning

²⁰ Rahayu, Y. R., D. Rato, and Y. T. Ohoiwutun. 2023. "Tanggung jawab pemegang protokol notaris terhadap gugatan pemalsuan akta otentik." *UNES Law Review* 6(2):4918–4926. <https://doi.org/10.31933/unesrev.v6i2.1314>.

²¹ Agatha, M. 2026. "Penerapan prinsip kehati-hatian dalam pelaksanaan kewajiban penyimpanan minuta akta sebagai protokol notaris." *Jurnal Impresi Indonesia* 5(3):949–963. <https://doi.org/10.58344/jii.v5i3.7506>.

²² Yollanda, P. 2022. "Pertanggungjawaban pemegang protokol atas pengeluaran salinan akta perjanjian berdasarkan Putusan Mahkamah Agung Nomor 1893 K/Pdt/2018 juncto Putusan Pengadilan Negeri Bukittinggi Nomor 27/Pdt.G/2019/PN BKT." *Indonesian Notary* 4(2):33.

should be complemented by clearer statutory provisions to ensure legal certainty concerning the scope of liability of the Notary Holding the Protocol.²³

Administratively, when the protocol in their custody becomes the subject of a dispute, the notary holding the protocol is obligated to present and explain the contents of the protocol during the evidentiary proceedings in court. If, during this process, negligence in the storage or management of the protocol is found, the notary holding the protocol may be subject to administrative sanctions by the Notary Supervisory Board as stipulated in Article 85 of the UUJN-P, ranging from a verbal reprimand, a written reprimand, temporary suspension, to dismissal without honor for serious violations.²⁴ These administrative sanctions are independent and may be imposed regardless of whether civil sanctions apply; however, if no error or negligence is proven, the notary holding the protocol cannot be held liable for the validity of the deed, as they are not the drafter of that deed. Beyond these formal legal consequences, involvement in a dispute also has the potential to cause immaterial harm in the form of reputational damage and a decline in public trust in the professionalism of the notary who holds the protocol.²⁵ Their involvement in a dispute often leads to the mistaken assumption among the public that the notary is also responsible for the disputed deed, even though, legally speaking, he or she is not the party who drafted the deed. Consequently, this damage to reputation can lead to a loss of client trust and disrupt the notary's professional relationships and independence, as seen in the case of the Deed of Inheritance Rights in Surabaya, which resulted in a lengthy legal process for the notary in question.

Legal Remedies for Notaries Holding Protocols Who Are Named as Co-Defendants

To address the risk of becoming involved in a dispute, notaries holding protocols may pursue both preventive and repressive legal remedies as two complementary lines of defense. Two complementary avenues of protection. *As a preventive measure*, the notary must ensure that the handover of the protocol is conducted formally in the presence of the MPD with a detailed and signed handover report documenting the physical condition of each item received; this report serves as evidence that any defects or

²³ Arifa, Z. K. Z., and A. Sudiro. 2023. "Penerapan prinsip kehati-hatian sebagai perlindungan hukum preventif dalam pembuatan akta autentik notaris." *UNES Law Review* 6(2):4320–4325. <https://doi.org/10.31933/unesrev.v6i2.1176>.

²⁴ Republik Indonesia. 2004. *Undang-Undang Republik Indonesia Nomor 30 Tahun 2004 tentang Jabatan Notaris*. Jakarta: Republik Indonesia.

²⁵ Tommy, T. 2024. *Pertanggungjawaban Notaris Pemegang Protokol terhadap Keabsahan Akta Notaris Terkait Dugaan Adanya Kesalahan di Dalam Minuta Akta yang Diterimanya (Studi Putusan Mahkamah Agung Republik Indonesia Nomor 1791 K/Pdt/2022)*. Doctoral dissertation, Universitas Sumatera Utara, Medan, Indonesia.

incompleteness that arise later cannot be attributed to the fault of the receiving notary.²⁶

Reactive measures are taken when a dispute has entered the judicial process. The notary holding the protocol may file an exception as an initial step to clearly state that the lawsuit against them is inadmissible, as they have neither the authority nor the standing to be held responsible for the deed that is the subject of the dispute, given that responsibility for the substance of the deed remains with the notary who drafted it even though the protocol has been transferred.²⁷ Including the notary holding the protocol as a co-defendant solely on the basis of physical possession of the protocol thus lacks a sufficient legal basis. In addition to filing an exception, the notary holding the protocol must still comply with a court summons to appear as a witness or a party providing information regarding the deed's whereabouts, present the deed's minute, or provide copies of the deed required during the trial proceedings. Another step that can be taken is to consult in advance and seek legal guidance from a professional organization before taking a position in the judicial process.²⁸

Notaries remain obligated to comply with court summonses to testify regarding the existence of the protocol or to submit the *minuta* or a copy thereof, and may seek guidance from the Indonesian Notaries Association (INI) and the Notary Honorary Council (MKN) to ensure that the steps taken are in accordance with the UUJN-P.²⁹ Institutionally, Article 66(1) of the UUJN-P grants the MKN the authority to approve or reject requests by law enforcement officials to access *minuta* or to summon notaries for investigative or judicial purposes an important safeguard that helps notaries who hold protocol deeds maintain their independence during legal proceedings related to deeds they did not draft.³⁰

CONCLUSION

The regulation of a protocol-holding notary's responsibility under UUJN-P remains normatively vague. Articles 62–65 only govern the administrative mechanism of protocol transfer and safekeeping, without expressly regulating the extent of liability once a stored protocol becomes a dispute object. Grammatical, systematic, and teleological interpretation converge on the conclusion that this responsibility is limited

²⁶ Zahara, A., Suprayitno, F. S. Limbong, and T. K. D. Azwar. 2024. "Tanggung jawab notaris sebagai pemegang protokol atas ketidaklengkapan minuta akta yang diterimanya." *Jurnal Intelek Insan Cendikia* 1(8):5.

²⁷ Hasan, R. E. 2024. "Tanggung jawab pemegang protokol notaris dalam mengeluarkan salinan minuta akta yang terdegradasi." *Officium Notarium* 4(2):43.

²⁸ Nugraha, L. 2020. "Pembuatan salinan akta berdasarkan protokol notaris werda yang telah diserahkan pada notaris pemegang protokol." *Lex Renaissance* 5(2):420–437.

²⁹ Gustian, E. G. A. 2022. *Kepastian Hukum Penyimpanan Protokol Notaris Secara Digital (Suatu Urgensi Politik Hukum Kenotariatan)*. Master's thesis, Universitas Andalas, Padang, Indonesia.

³⁰ Zamzuri, M. 2024. *Perlindungan Hukum terhadap Notaris Pemegang Protokol dari Notaris Pembuat Protokol yang Telah Meninggal Dunia di Kota Tegal*. Master's thesis, Universitas Islam Sultan Agung, Semarang, Indonesia.

to administrative-procedural duties safekeeping, maintaining, and issuing copies or *grosse* of deeds while responsibility for a deed's substance and validity remains with the notary who drafted it, as affirmed in Article 65 UUJN-P. This normative gap produces real legal uncertainty in practice, reflected in the recurring pattern of protocol-holding notaries being joined as co-defendants despite having no role in creating the disputed deed.³¹

The legal consequences a protocol-holding notary may face are correspondingly limited and conditional: civil liability arises only upon proof of negligence or an unlawful act in managing the protocol³² under Article 1365 of the Civil Code, and administrative sanctions apply only where a breach of custodial duty under Article 85 UUJN-P is proven; beyond this, involvement in litigation may still cause immaterial harm through reputational damage.³³ To manage this exposure, protocol-holding notaries can rely on preventive measures (formal, detailed handover documentation) and repressive measures (raising an exception in court and seeking institutional protection from MKN and INI). This study recommends that legislators amend UUJN-P to explicitly define the scope of a protocol-holding notary's responsibility, distinguishing administrative custodial duty from substantive liability for a deed's content, and that MPD, MKN, and INI strengthen technical guidance and legal assistance for protocol-holding notaries facing disputes over deeds they did not draft.³⁴

SUGGESTION

The government and lawmakers need to promptly amend the UUJN-P, specifically by adding provisions that explicitly define the limits of liability for notaries who hold protocols if the protocols in their custody become the subject of a dispute. Such provisions should include a clear definition of the scope of the protocol custodian's liability, mechanisms for legal protection in judicial proceedings, and a clear distinction between the administrative responsibility for safekeeping and the substantive responsibility for the contents of the deed. The Notary Supervisory Board, the Notary Honorary Council, and the Indonesian Notary Association need to play a more active role in providing legal assistance and protection to notaries holding protocols who are involved in disputes related to deeds they did not draft. In addition,

³¹ Arifa, Z. K. Z., and A. Sudiro. 2023. "Penerapan prinsip kehati-hatian sebagai perlindungan hukum preventif dalam pembuatan akta autentik notaris." *UNES Law Review* 6(2):4320–4325. <https://doi.org/10.31933/unesrev.v6i2.1176>.

³² Adjie, Habib. 2014. *Hukum Notaris Indonesia*. Bandung: Refika Aditama

³³ Agatha, M. 2026. "Penerapan prinsip kehati-hatian dalam pelaksanaan kewajiban penyimpanan minuta akta sebagai protokol notaris." *Jurnal Impresi Indonesia* 5(3):949–963. <https://doi.org/10.58344/jii.v5i3.7506>.

³⁴ Damayanti, N. A. 2020. "Pertanggungjawaban notaris werda atas akta yang pernah dibuat dalam masa jabatannya." *Jurnal Lex Renaissance* 5(2):475–487. <https://doi.org/10.20885/jlr.vol5.iss2.art14>.

technical guidelines or standard operating procedures regarding proper protocol acceptance practices need to be developed, including the obligation to prepare a detailed handover report as a means of self-protection for notaries holding protocols.

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