

## ABSTRAK

### PERLINDUNGAN HUKUM BAGI PARA PIHAK DALAM PEMBUATAN AKTA NOTARIS YANG TIDAK DIBACAKAN OLEH NOTARIS (STUDI PUTUSAN PENGADILAN MAHKAMAH AGUNG NOMOR 126/PDT/2018/PT YYK)

OLEH

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Sistem hukum Indonesia, keberadaan notaris memegang peranan penting sebagai pejabat umum yang berwenang membuat akta otentik yang memiliki kekuatan pembuktian sempurna. Akta otentik berfungsi untuk menjamin kepastian hukum, melindungi hak-hak para pihak, serta menciptakan ketertiban dalam hubungan hukum masyarakat. Namun, dalam praktiknya sering muncul permasalahan yang menimbulkan sengketa hukum, baik yang merugikan klien maupun menimbulkan pertanggungjawaban hukum bagi notaris. Alasan pemilihan judul ini adalah karena pentingnya kajian mengenai perlindungan hukum terhadap para pihak dalam akta, sekaligus untuk melihat sejauh mana putusan pengadilan memberikan kepastian hukum bagi klien dan notaris. Rumusan Masalah dalam penelitian ini adalah pertama bagaimana bentuk perlindungan hukum bagi klien dan notaris dalam pembuatan akta notaris ?, kedua bagaimana tanggung jawab Notaris dalam perkara Nomor 126/PDT/2018/PT/YYK dan apa pertimbangan Hakim dalam putusan perkara Nomor 126/PDT/2018/PT/YYK.

Metode penelitian yang digunakan adalah pendekatan yuridis normatif dengan mengkaji peraturan perundang-undangan, doktrin hukum, serta literatur yang relevan, ditambah dengan pendekatan kasus (*case approach*) melalui analisis terhadap putusan pengadilan.

Hasil penelitian menunjukkan bahwa perlindungan hukum bagi klien dan notaris terbagi menjadi preventif dan represif. Bagi klien, perlindungan preventif meliputi asas kehendak bebas, kecakapan hukum, dan penjelasan isi akta. Sementara itu, notaris mendapat perlindungan selama melaksanakan kewenangannya sesuai UU Jabatan Notaris (UUJN). Pertimbangan hakim dalam Putusan Nomor 126/Pdt/2018/PT YYK merujuk pada Pasal 1320 dan 1321 KUH Perdata, di mana akta jual beli dinilai sah secara formil maupun materiil tanpa adanya paksaan, penipuan, atau kekhilafan. Akibat hukumnya, akta otentik tetap sah, gugatan perbuatan melawan hukum ditolak, dan notaris bebas dari pertanggungjawaban. Putusan ini menegaskan kedudukan akta otentik sebagai alat bukti sah serta menjadi preseden penting dalam praktik kenotariatan di Indonesia.

**Kata kunci:** Akta Otentik, Klien, Notaris

## ABSTRACT

### *LEGAL PROTECTION FOR THE PARTIES IN THE MAKING OF A NOTARIAL DEED THAT WAS NOT READ OUT BY THE NOTARY (A STUDY OF THE SUPREME COURT DECISION NUMBER 126/PDT/2018/PT YYK)*

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*In the Indonesian legal system, notaries play a crucial role as public officials authorized to draw up authentic deeds that possess perfect evidentiary power. Authentic deeds function to ensure legal certainty, protect the rights of the parties, and maintain order in legal relations within society. However, in practice, various issues often arise that lead to legal disputes, which may either harm clients or give rise to legal liability for notaries. The selection of this research topic is based on the importance of examining legal protection for the parties involved in notarial deeds, as well as assessing the extent to which court decisions provide legal certainty for both clients and notaries.*

*The research problems addressed in this study are: first, what forms of legal protection are available for clients and notaries in the drafting of notarial deeds; second, what is the notary's legal responsibility in Case Number 126/Pdt/2018/PT YYK; and third, what considerations were applied by the judges in deciding Case Number 126/Pdt/2018/PT YYK.*

*This research employs a normative juridical approach by examining statutory regulations, legal doctrines, and relevant literature, supplemented by a case approach through an analysis of court decisions.*

*The results of the study indicate that legal protection for clients and notaries is divided into preventive and repressive measures. For clients, preventive protection includes the principles of free consent, legal capacity, and clear explanation of the contents of the deed. Meanwhile, notaries receive legal protection insofar as they exercise their authority in accordance with the Notary Office Act (Undang-Undang Jabatan Notaris/UUJN). The judges' considerations in Decision Number 126/Pdt/2018/PT YYK refer to Articles 1320 and 1321 of the Indonesian Civil Code, under which the deed of sale and purchase was deemed formally and materially valid, with no evidence of coercion, fraud, or mistake. As a legal consequence, the authentic deed remained valid, the claim for unlawful acts was rejected, and the notary was released from liability. This decision affirms the position of authentic deeds as valid legal evidence and serves as an important precedent in notarial practice in Indonesia.*

**Keywords:** *Authentic Deed, Client, Notary*