PROVISIONS FOR WRITING NUMBERS IN NOTARY DEED

Sitti Putri Utami, Nurfaidah Said, Hasbir Paserangi, Muhammad Ilham Arisaputra
Faculty of Law, Universitas Hasanuddin Makassar
Email: sultanfarhan86@yahoo.co.id, ilhamarisaputra@gmail.com

Abstract

Purpose this research is to discuss about provisions for writing numbers in a notary deed. The result indicated that is in principle, the deed contains the statements and wishes of the parties before the Notary which are set forth in writing. Therefore, according to the author, the contents of a deed are basically writings which are the wishes of the parties. Decree of the Minister of Education and Culture of the Republic of Indonesia Number 054a /U/1987 stipulates that numbers do not need to be written with numbers and letters at the same time in the text, except in official documents such as deeds and receipts. Because deeds made by notaries are official documents which are state archives, the writing of numbers in the notary deeds follows the ministerial decree. Based on the provisions above, if there is a difference between the writing of numbers and the writing of letters (text or spelled out) in a deed, then what is followed is the one written completely in letters. Likewise, if the deed is used as evidence, the judge must follow what is written in full in letters.

Keywords**:** Notary, deed, numbers.

INTRODUCTION

The need for writings or documents that are legal and have binding legal force that provides protection and legal certainty for every legal subject necessitates the presence of a profession which is authorized to make it, this profession is known as a notary. The position of notary was born because the community needed it, not a position that was deliberately created and then socialized to the public.The existence of notary institutions in Indonesia at this time has contributed greatly to society, especially for those who in their daily activities use the services of a notary as a public official to carry out a legal act that is desired together based on the provisions of the applicable laws.

A notary is usually considered an official where someone can get reliable advice. Everything that he writes and determines (constituents) is true, he is a strong document maker in a legal process.[1]

Currently the position of a notary can be interpreted as a public official or an organreceived mandates from various duties and authorities of the state, namely in the form of duties, obligations, authorities in the framework of providing services to the

[1] Tan Thong Kie, 2011, *Studi Notariat dan Serba-Serbi Praktek Notaris*, Cetakan Kedua, PT. Ichtiar Baru van Hoeve, Jakarta, p. 444.

general public in the civil sector. The law gives the authority to the notary public to make evidence that has perfect proof, meaning that what is stated in the notary's deed must be considered true as long as it has not been proven otherwise.[2]

The position of a Notary is regulated in Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (furthermore UUJN). In Article 1 point 1 it is explained that "Notary is a public official who is authorized to make authentic deeds and has other powers as referred to in this law or based on other laws". Furthermore, in Article 1 point 7 it is explained that "Notary Deed is an authentic deed made by or before a Notary according to the form and procedure stipulated in this law".

According to Article 1868 of the Civil Code, an authentic deed is a deed made in the form determined by law, drawn up by or before a public official who has the authority to do so at the place where the deed was made. Making authentic deeds is required by statutory regulations in order to create legal certainty, order and protection. In addition, an authentic deed made by or before a notary is not only because it is required by laws and regulations, but also because it is desired by the parties concerned to ensure the rights and obligations of the parties for certainty, order and legal protection for the parties concerned. and society in general.[3]

Notary is a public official who has the authority to make authentic deeds so that authentic deeds are legal products from notaries. In Article 15 paragraph (1) UUJN states that:

The notary is authorized to make authentic Deeds regarding all deeds, agreements, and stipulations, which are required by the laws and regulations and / or that the interested party wants to be stated in the authentic Deed, guarantees the certainty of the date of making the Deed, keeps the Deed, provides grosse, copies and quotations Deeds, as long as the deed is drawn up, it is not assigned or excluded to other officials or other people as stipulated by law.

In notarial practice, it is often found the writing of certain numbers, for example writing the amount of money in a sale and purchase certificate or the like. The writing of the numbers in question sometimes raises separate problems, for example the difference

[2] Firman Floranta Adonara, 2016, *Implementasi Prinsip Negara Hukum Dalam Memberikan Perlindungan Hukum Terhadap Notaris*, Jurnal Perspektif Vol. 21 No. 1, Faculty of Law Universitas Wijaya Kusuma, Surabaya, p. 3.

[3] Deni K. Yusup, December 2015, *Peran Notaris Dalam Praktik Perjanjian Bisnis Di Perbankan Syariah (Tinjauan Dari Perpektif Hukum Ekonomi Syariah)*, Jurnal Al-'Adalah Vol. XII, No. 4, Faculty of Sharia IAIN Raden Intan Lampung, p. 702.

between the writing of numbers and letters. If this condition occurs, then of course it will confuse the parties concerned which one will be used as a reference, whether the numbers or letters. For that, it is necessary to discuss about provisions for writing numbers in a notary deed.

DISCUSSION

Authentic Deed

Sudikno Mertokusumo stated that according to Article 1869 of the Civil Code, a deed is a letter that must be signed in which contains the events that form the basis of a right or engagement. Requirement for a signature, aims to differentiate one deed from another. So the function of the signature here is to characterize or to individualize a deed.[4]

Furthermore, Sudikno Mertokusumo explained that a deed is a signed letter containing the events that constitute the basis of a right or engagement, which was drawn up since all intentionally for proof. Anything that contains reading signs that are meant to pour out one's heart or to convey someone's thoughts and are used as proof.[5]

Then Hari Sasangka stated that according to its form, the deed can be divided into 2 types, namely:

1. An authentic deed is a deed which, in the form prescribed by law, is made by or in front of public officials who are in power for that purpose at the place where the deed was made, as regulated in the provisions of Article 1868 of the Civil Code;
2. Underhanded deed, namely a deed made by the parties without the help of a public official with the aim of being used as evidence ".[6]

Furthermore, according to Hari Sasangka, authentic deeds can be classified into 2 types, namely:

1. *Acte Ambtelijk*, namely authentic deeds made by public officials. The making of this authentic deed is a deed made by the official concerning things he has seen and heard, for example the making of Minutes of Meeting;
2. *Acte Partij*, namely authentic deeds made by the parties before a public official. The making of this authentic deed is entirely based on the wishes of the parties with the help of a public official, so that the contents are information which is the will of the parties themselves, for example a credit agreement made before a notary.[7]

[4] Sudikno Mertokusumo, 2002 *Hukum Acara Perdata Indonesia*, 4th Edition, Liberty, Yogyakarta, p. 120

[5] *Ibid*, p. 125

[6] Hari Sasangka, 2005, *Hukum Pembuktian dalam Perkara Perdata,* Mandar Maju, Bandung, p. 56

[7] *Ibid*

Deed is writing that is deliberately made as evidence. The deed is said to be authentic if it is made in the presence of an authorized official. As explained that a Notary is a Public Official who has the authority to make deeds, then the deed made before the Notary is an authentic deed. Meanwhile, writing that is written by the parties themselves, not made before a notary is called an underhand deed.[8] Both underhanded deeds and authentic deeds, both must fulfill the formulation regarding the validity of an agreement based on Article 1320 of the Civil Code and materially bind the parties making it an agreement that must be kept by the parties.[9]

Philipus M. Hadjon argues that the conditions for an authentic deed are as follows:

1. In the form prescribed by law (standard form)
2. Made by and before public officials.[10]

Irawan Soerodjo stated that there are 3 (three) essential elements in order to fulfill the formal requirements of an authentic deed, namely:

1. In the form prescribed by law;
2. Made by and before public officials;
3. Deeds drawn up by or in front of a public official who has the authority to do so and at the place where the deeds were made.[11]

According to Soepomo, between authentic deeds and underhand deeds have several differences, namely:

1. Authentic deeds are made by or in front of public officials, while underhand deeds are not made by or in front of public officials, but only by the parties.
2. An authentic deed must be deemed true both regarding the signature and content of the deed, while a signed deed must be recognized or denied by the person concerned.
3. If the authenticity of the deed is denied, the party who denies it is obliged to prove it, while the deed is under the hand if the truth is denied by the person concerned, then the party who denies it is not obliged to prove it, which proves is the party who submitted the deed under the hand as evidence.
4. Authentic deeds do not require acknowledgment from the party concerned in order to have evidentiary power, while underhand deeds must

[8] A. Kohar, S.H., 1983, *Notaris Dalam Praktek Hukum*, Alumni, Bandung, p. 3.

[9] Habib Adjie, 2013, *Kebatalan dan Pembatalan Akta Notaris*, PT Refika Aditama, Bandung, 2013, p. 8.

[10] Philipus M. Hadjon, *Formulir Pendaftaran Tanah Bukan Akta Otentik,* Surabaya Post. 31 Januari 2001, hal. 3. Quoted from Andi Auliya Jusman, 2009, *Analisis Yuridis Putusan Pembatalan Akta Notaris Di Pengadilan Negeri Makassar*, Tesis, Faculty of Law, Universitas Gadjah Mada, Yogyakarta, p. 24.

[11] Irawan Soerodjo, 2003, *Kepastian Hukum Hak Atas Tanah Di Indonesia*, Arkola, Surabaya. p. 148.

require recognition from the concerned in order to have evidentiary power. [12]

Provisions for Writing Numbers in Notary Deed

In carrying out his position, notaries often make deeds in which certain numbers are written in the deed, for example writing the amount of money in the sale and purchase deed or the like. The writing of the numbers in question sometimes raises separate problems, for example the difference between the writing of numbers and letters. If this condition occurs, then of course it will confuse the related parties, which one will be used as a reference, whether the numbers or letters. For that, it is necessary to discuss about provisions for writing numbers in a notary deed.

In general, the difference between the writing of numbers and letters is the result of a typing error in a Notary deed that is substantive or non-substantive. A non-substantive typo means that the error does not cause a significant difference in meaning in the substance of the deed or if there is a difference in the meaning of the word, but in the context of the sentence it cannot be interpreted differently from what it really meant, including errors in spelling For example, the word "negligence" is written as "flies" and "articles of association" is written as "flat budget". Conversely, typographical errors that are substantive in nature result in significant differences in the meaning or differences of intent in the substance of the deed, so that the substance of the deed is not in accordance with what the parties actually want to express in the deed. These substantive typos include errors in writing numbers in the amount of money, time period, and the area of the object of sale, for example the object of buying and selling a building covering an area of "200 m2 (two hundred square meters)" is written as "20 m2 (twenty square meters)" .[13]

The authentic deed basically contains the formal truth in accordance with what the parties have notified to the Notary. The notary public has the obligation to include that what is contained in the notary deed has actually been understood and in accordance with the wishes of the parties, namely by reading it so that the contents of the notary deed become clear, as well as providing access to information, including access to relevant laws and regulations for the parties. the party signing the deed. Thus, the parties can freely determine and agree to the contents of the Notary deed to be signed.

[12] Supomo, 1958, *Hukum Acara Perdata Pengadilan Negeri,* Fasco, Jakarta, p. 112-113.

[13] Nelly Juwita, 2013, *Kesalahan Ketik Dalam Minuta Akta Notaris Yang Salinannya Telah Dikeluarkan*, Jurnal Calyptra Vol. 2 No. 2, Universitas Surabaya, p. 2-3

In the General Elucidation of the UUJN it is explained that "To guarantee certainty, order and protection of the law, it is necessary to have authentic written evidence regarding actions, agreements, stipulations, and legal events made before or by a notary public". This clarifies that the position of the deed made by the Notary is an authentic written evidence that guarantees legal certainty, order and protection. In the old General Explanation of the UUJN (Law Number 30 of 2004 concerning the Position of Notary Public) it even states that authentic deeds are the strongest and most fulfilling evidence that guarantees legal certainty for legal acts committed by the community.

The Notary Deed is part of the Notary Protocol, which is a collection of documents constituting state archives which must be kept and maintained by the Notary in accordance with the provisions of laws and regulations.[14] Considering that notarial deeds are documents that are state archives, the notarial deed in the form of a minimum deed may not be made in more than one or in other words it cannot be duplicated. Minuta deeds may only be held by the Notary who made them. Article 16 paragraph (1) letter b determines that one of the obligations of a Notary is to make deeds in the form of Minuta of Deed and keep them as part of the Notary Protocol. Therefore, the parties who appear before the Notary are only given a copy of the deed.

Thus, the formal requirements of an authentic deed are as follows:

1. Made in the form prescribed by law;
2. Drafted in the presence of public officials who are authorized by the State;
3. Made by or in front of the public official who is authorized for it and at the place where the deed was drawn up.

The contents of a deed that meet the formal requirements are:

1. The identity of the parties related to the notary deed.
2. There were two witnesses who witnessed the making of the Notary deed.
3. Include the signatures of the parties involved.
4. Include the place and date the notary deed was made.
5. Follow the applicable Notary deed drafting rules.

In addition to formal requirements, an authentic deed must also meet material requirements. The material requirements in question are:

1. There is an agreement between the two parties.
2. Have the ability to take legal actions. This principle means that both parties are adults and have sound minds.

[14] Article 1 Number 13 UUJN.

3. There is an object. An agreement must contain clear things / actions or items.
4. There is a lawful power. In Article 1335 Code Civil it is stipulated that an agreement may not conflict with applicable legal rules.[15]

The failure to fulfill the formal and/or material requirements of the authentic deed has its respective legal implications. The legal implication in question is that the deed made by the notary can be canceled or canceled by law. If it does not meet the formal requirements, the Notary deed can be requested for cancellation at the local district court. Meanwhile, if it does not meet the material requirements, then the notary deed is null and void, which means that from the start it is deemed that the deed never existed or was made.

A Notary Deed that is canceled because it contains legal flaws cannot be used as a means of proof because its existence cannot be accepted as evidence and can even cause harm to the parties because the deed which is made as a perfect tool of proof turns into a problem for the parties. This can affect the level of public confidence regarding the existence of a Notary / Substitute Notary as a public official who has the authority to make an authentic deed.

A deed is deliberately drawn up to prove a legal act committed by the community. In principle, the deed contains the statements and wishes of the parties before the Notary which are written in writing. Therefore, according to the author, the contents of a deed are basically writings which are the wishes of the parties. Usually in a deed there are numbers that must be stated by the parties, such as the nominal amount of money.

The nominal money referred to should be written in letter form. However, according to Indonesian spelling, the writing of rupiah nominal value can be written in numeric form. The writing of the rupiah nominal value in the deed prepared by the Notary must be accompanied by writing in letters or the numbers. Writing the rupiah nominal value in numeric form is only for the convenience of reading the deed. If there is a difference between the writing of the rupiah nominal and the writing of the letters or the spelling out, then what must be followed is the writing of the letters or their spelling.

If a notarial deed contains a number that wants to be written down, the writing of that number must be followed by writing in letters or in numbers. This especially applies to writing the nominal money in a notary

[15] Anonymous, *Syarat Prosedur Pembuatan Akta Notaris dan Pengertiannya*,, source: https://notariscimahi.co.id/akta-notaris/pengentuk-akta-notaris-sentuk-pros]-pembuatan-akta-notaris, accessed on 22 May 2018.

deed. However, the writing of numbers and letters or the spelling in question may be different due to typing negligence or errors. If there is a difference in the writing of numbers and the numbers in a deed, then what must be followed is the numbers, not the writing of the numbers, because writing numbers is only a way to make reading the deed easier, while writing in spelled out is an affirmation of the real desires of the parties.

The proper and correct use of Indonesian is explained in the Decree of the Minister of Education and Culture of the Republic of Indonesia Number 054a/U/1987 dated September 9, 1987 concerning the Improvement of the General Guidelines for Improved Indonesian Spelling. In Appendix III letter J regarding Numbers and Symbols, Number 1 explains that numbers are used to represent number symbols or numbers. In writing it is common to use Arabic numerals or Roman numerals. Furthermore, it is emphasized in Number 11 that numbers do not need to be written in numbers and letters at the same time in the text, except in official documents such as deeds and receipts.

The explanation above shows that in a deed made by a public official, in this case a notary public, the writing of numbers must also be followed by the writing of text or letters. This is based on the fact that the deed made by the notary is an official document which is a state archive[16]. Because the notary deed is a state archive, based on Article 31 paragraph (1) of Law Number 24 of 2009 concerning the Flag, Language and National Symbol and the National Anthem, the Indonesian language must be used in deeds made by a Notary.

It is necessary to pay close attention to the provisions of Article 105 of the Commercial Code which states that money orders are written in full in letters and in numbers, so if there is a difference, the amount of money written in letters applies if there is a difference. Notes, which are written repeatedly in full, both in letters and in numbers, if there is a difference, only the smallest amount applies. Then in the provisions of Article 186 of the Indonesian Commercial Code, it is stated that a check in which the amount of money is written in full in letters and also in numbers, if there is a difference, the full amount in letters applies. Check that the amount of money is written several times, either complete with letters or numbers, if there is a difference, only the smallest amount applies.

[16]The original deed made by a notary is a state archive which must be kept and maintained by the Notary Public. This is expressed by the meaning of the Notary protocol in Article 1 point 13 UUJN which is defined as a collection of documents which are state archives which must be kept and maintained by a Notary in accordance with the provisions of laws and regulations.

Furthermore, it is also necessary to pay close attention to the provisions of Article 1879 Code Civil which stipulates that If the amount stated in the deed differs from the amount stated in the agreement, then the agreement is deemed to have been made for the smallest amount, even though the deed and the agreement sign were written in the hand of the person who reminded himself / herself, unless it can be proven, in which part both of them have gone wrong.

Based on the provisions above, if there is a difference between the writing of numbers and the writing of letters (text or spelled out) in a deed, then what is followed is the one written completely in letters. Likewise, if the deed is used as evidence, the judge must follow what is written in full in letters.

Abstract laws are concretized through language so that they can be understood and understood. Language becomes a medium for conveying a law which will be obeyed by legal subjects (persons and legal entities) who can understand and understand and bind it. One of its implementations in the realm of private/civil law is the making of an agreement as outlined in the form of deeds, both authentic deeds and underhand deeds.

CLOSING

A deed is deliberately drawn up to prove a legal act committed by the community. In principle, the deed contains the statements and wishes of the parties before the Notary which are written in writing. Therefore, according to the author, the contents of a deed are basically writings which are the wishes of the parties. Usually in a deed there are numbers that must be stated by the parties, such as the nominal amount of money. The nominal money referred to should be written in letter form. However, according to Indonesian spelling, the writing of rupiah nominal value can be written in numeric form. The writing of the rupiah nominal value in the deed prepared by the Notary must be accompanied by writing in letters or the numbers. Writing the rupiah nominal value in numeric form is only for the convenience of reading the deed. If there is a difference between the writing of the rupiah nominal and the writing of the letters or the spelling out, then what must be followed is the writing of the letters or their spelling.

BIBLIOGRAPHY

Books:

A. Kohar, S.H., 1983, *Notaris Dalam Praktek Hukum*, Alumni, Bandung.

Habib Adjie, 2013, *Kebatalan dan Pembatalan Akta Notaris,* PT Refika Aditama, Bandung.

Hari Sasangka, 2005, *Hukum Pembuktian dalam Perkara Perdata*, Mandar Maju, Bandung.

Irawan Soerodjo, 2003, *Kepastian Hukum Hak Atas Tanah Di Indonesia*, Arkola, Surabaya.

Tan Thong Kie, 2011, *Studi Notariat dan Serba-Serbi Praktek Notaris, Cetakan Kedua*, PT. Ichtiar Baru van Hoeve, Jakarta.

Sudikno Mertokusumo, 2002, *Hukum Acara Perdata Indonesia*, 4th Edition, Liberty, Yogyakarta.

Supomo, 1958, *Hukum Acara Perdata Pengadilan Negeri*, Fasco, Jakarta.

Regulations

Civil Code

Law Number 2 of 2014 Concerning Amendments to Law Number 30 of 2004 Concerning the Position of Notary.

Decree of the Minister of Education and Culture of the Republic of Indonesia Number 054a /U/1987.

Journals

Deni K. Yusup, December 2015, *Peran Notaris Dalam Praktik Perjanjian Bisnis Di Perbankan Syariah (Tinjauan Dari Perpektif Hukum Ekonomi Syariah)*, Jurnal Al-'Adalah Vol. XII, No. 4, Faculty of Sharia IAIN Raden Intan Lampung, p. 702.

Firman Floranta Adonara, 2016, *Implementasi Prinsip Negara Hukum Dalam Memberikan Perlindungan Hukum Terhadap Notaris*, Jurnal Perspektif Volume 21 Nomor 1, Faculty of Law Universitas Wijaya Kusuma, Surabaya.

Nelly Juwita, 2013, *Kesalahan Ketik Dalam Minuta Akta Notaris Yang Salinannya Telah Dikeluarkan*, Jurnal Calyptra Vol. 2 No. 2, Universitas Surabaya

Research

Andi Auliya Jusman, 2009, *Analisis Yuridis Putusan Pembatalan Akta Notaris Di Pengadilan Negeri Makassar*, Tesis, Faculty of Law, Universitas Gadjah Mada, Yogyakarta.

Articles

Philipus M. Hadjon, 31 Januari 2001, *Formulir Pendaftaran Tanah Bukan Akta Otentik*, Surabaya Post.

Website

Anonymous, *Syarat Prosedur Pembuatan Akta Notaris dan Pengertiannya*, source: https://notariscimahi.co.id/akta-notaris/pengentuk-akta-notaris-sentuk-pros]-pembuatan-akta-notaris.