

The Impact of Partnership Agreements Between Notaries Andservice Bureau Companies as a Strategy for Acquiring Clients

Karlini¹, Suprayitno², Rosnidar Sembiring³, Dedi Harianto⁴.

¹ Magister of Notarial Law, Faculty of Law, University of North Sumatera.
E-mail: karlini6546@gmail.com (CA)

Abstract: This study examines the growing trend of notaries partnering with service bureau companies as a marketing strategy to expand client reach, a practice that raises significant legal and ethical concerns. Using a normative juridical method with a prescriptive approach, supported by statutory and conceptual analysis as well as library and field research, the study evaluates the validity of a partnership agreement between Notary X and PT Y, its impact on the notary's professional obligations, and the notary's legal responsibility for deeds produced through such intermediaries. The findings show that the partnership agreement is legally invalid because it violates Article 1320 of the Civil Code, Article 16(1) of the UUJN, and Article 4(4) of the Notary Code of Ethics. The collaboration results in ethical violations, abuse of authority, degradation of authentic deeds into private documents, and legal liability for the notary based on fault under Article 1365 of the Civil Code.

Keywords: Clients, Notary, Partnership, Service bureau.

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1. Introduction

Today, the rapid development of information technology, business, and industry demands that service providers possess strong competitive capabilities, prompting the adoption of various effective and innovative marketing strategies to attract clients. In professional service sectors such as the notarial profession, increasingly intense competition driven by the growing number of notaries has encouraged notaries to devise new methods to attract clients and maintain their competitive advantage. In this context, service bureau companies have emerged as entities that facilitate clients' access to various legal services, including those related to notarial work, by offering services that are more exclusive, professional, and efficient. As providers of legal services, notaries likewise require clients in order to sustain the continuity of their professional practice. (Heptasari, 2021)

Partnerships between notaries and service bureau companies, which have become increasingly prevalent, have drawn particular attention because the notarial profession is strictly regulated under the UUJN and the Notary Code of Ethics. The prohibition

governing notaries, as stipulated in Article 4 point 4 of the Notary Code of Ethics, states that "Notaries, as well as any other persons insofar as they act in the capacity of a notary, are prohibited from cooperating with service bureaus/individuals/legal entities that, in essence, act as intermediaries to seek or obtain clients."

This provision is consistent with the obligations of a notary as stipulated in Article 16 paragraph (1) of the UUJN, which requires a notary to read the deed before the parties in the presence of witnesses, and, once the reading is completed, the deed must be immediately signed by the parties, the witnesses, and the notary (Kusuma & SH, 2021). Thus, when a deed is made through a service bureau, the notary's mandatory reading of the deed is likely not carried out, because no direct meeting occurs between the notary and the appearers. The appearers merely submit the required documents to the service bureau, which then handles the deed-making process with the notary on their behalf.

Based on an interview with RA (2023), the director of PT. Y, a service bureau operating in the field of legal services "the scope of partnerships with notaries is very broad, but the most frequent involves the establishment of business entities such as Limited Liability Companies (PT), Limited Partnerships (CV), and Cooperatives, all of which require notarial deeds in their formation." This statement indicates that partnership agreements between notaries and service bureaus offer potential economic benefits for both parties. Furthermore, based on an interview with Notary X (2023) in the City of Medan, it was revealed that "there are three service bureau companies in partnership, one of which is PT. Y, and the partnership with these service bureaus is formalized in a written agreement, including the partnership with PT. Y."

Based on this information, the partnership between a Notary and a service bureau constitutes a form of agreement established under the legal principle of freedom of contract as provided in Article 1338 of the Indonesian Civil Code (KUHPerdota), as it is also driven by the practical need for legal services, particularly in the notarial field. Nevertheless, all forms of agreements whether written or unwritten must still comply with the requirements set forth in Article 1320 of the Civil Code. (Suyanto et al., 2024)

Regarding the four validity requirements of an agreement, Niru A. Sinaga explains that the first and second requirements are classified as subjective conditions because they relate to the parties entering into the agreement. Meanwhile, the third and fourth requirements are classified as objective conditions because they pertain to the object of the agreement. Accordingly, if the subjective conditions (the first and second validity requirements) in an agreement between a Notary and a service bureau are not fulfilled, the agreement may be annulled. However, if the objective conditions (the third and fourth validity requirements) are not fulfilled, the agreement is considered null and void *ipso jure*, meaning that it is deemed to have never existed. (Salim, 2021)

A partnership agreement is not specifically regulated in detail under the Indonesian Civil Code (KUHPerdota). However, Article 1319 of the Civil Code stipulates that "all agreements, whether they have a specific designation or are not known by any particular name, are subject to the general provisions contained in this chapter and the

preceding chapter.” Accordingly, a partnership agreement falls within the category of innominaat agreements, namely agreements that are unnamed but nonetheless governed by the general principles of contract law. (Salim, 2021)

A partnership agreement is one of the contractual forms widely employed in business activities, founded upon the legal principle of freedom of contract, which occupies a central and influential position in shaping the contractual relationship between the parties. The Indonesian Civil Code adopts an open-system approach, granting the parties the freedom to enter into agreements with any counterpart, to determine the object and form of the agreement, and to establish the mechanisms to be followed should issues arise in the future regarding the agreement they have concluded. (Hernoko, 2010)

Based on the foregoing explanation, in an effort to expand their reach and increase client acquisition, Notaries have increasingly considered entering into partnerships with service bureau companies as a promising marketing strategy. Through such collaborations, Notaries can leverage the networks and expertise of service bureau companies to enhance the accessibility of notarial services to a broader market. Conversely, service bureau companies benefit from these partnerships by strengthening their image and credibility in the eyes of clients.

However, the issue of partnerships between Notaries and service bureau companies as a strategy for attracting clients has become a matter of significant concern, as it intersects with legal regulations, the Code of Ethics, and the standards of notarial professionalism. On one hand, such agreements must comply with applicable legal provisions to avoid potential legal disputes that may disadvantage either party. On the other hand, it is essential to ensure that these partnerships do not conflict with the Notary Law (UUJN) or the Notary Code of Ethics, and do not compromise the independence of the notary or the integrity of the legal services provided to the public.

Violations or potential violations committed by Notaries are often driven by the tendency to place integrity, reputation, and professional dignity as secondary considerations, while viewing the notarial office primarily as a means to generate wealth or income. This mindset leads some Notaries to engage in various practices—including partnering with service bureau companies—to obtain or increase their client base, even at the expense of their integrity as public officials. As a result, many Notaries become entangled in legal disputes, and the authenticity of the deeds they produce is questioned and contested. Such conduct is also regarded as degrading the dignity of the notarial profession itself, as if the deeds they issue were mere commercial products that can be brokered by third parties and promoted extensively through various media platforms. (Kie et al., 2007)

Based on the foregoing discussion, this research is essential given the increasing proliferation of service bureau companies that offer clients various conveniences in accessing legal services, particularly in the field of notarial services. An examination of the impact of partnership agreements between Notaries and service bureau companies is relevant to understanding the legal consequences that may arise for parties involved

in such partnerships, as well as the potential implications for members of the public who rely on these intermediary services, especially concerning the validity or authenticity of notarial deeds they obtain. These legal issues provide a compelling foundation for conducting a study entitled "The Impact of Partnership Agreements Between Notaries and Service Bureau Companies as a Strategy for Acquiring Clients".

2. Method

The type of research employed in this study is normative juridical legal research. The nature of the research is prescriptive. The research approach consists of the statutory approach and the conceptual approach. The data used comprise primary and secondary data collected through literature study and field study, utilizing document analysis and interview guidelines as research instruments. Subsequently, all data were analyzed using a qualitative data analysis method, and conclusions were drawn deductively.

3. Result & Discussion

3.1. The Validity of the Partnership Agreement Between Notary X and Service Bureau Company PT Y in Notarial Service Activities Under the Notary Law and the Notary Code of Ethics

Notarial service arrangements constitute a partnership agreement, as they do not involve elements of wages but instead employ a profit-sharing system. The provisions contained in the partnership agreement between Notary X and the service bureau company PT. Y include: the scope of the partnership, rights and responsibilities, fee distribution, duration of the agreement, confidentiality, dispute resolution, miscellaneous provisions, and concluding provisions.

The partnership agreement between Notary X and the service bureau company PT. Y in the field of notarial services is characterized by an equal standing between the parties; neither party holds a superior position as is commonly found in standard cooperation agreements or employment contracts. The parties operate on an equal footing (*gecoördineerd*) and the agreement is designed to provide mutual benefit.

However, the validity of such a partnership agreement must be carefully considered to ensure that it does not conflict with Article 1320 of the Indonesian Civil Code (KUHPerdota). Article 1320 regulates the legal requirements for a valid agreement, which consist of subjective and objective elements. The subjective requirements include the mutual consent of the parties and the legal capacity of the parties entering into the agreement; failure to meet these requirements renders the agreement voidable and subject to annulment through judicial proceedings. The objective requirements concern a specific object and a lawful cause; failure to meet these requirements results in the agreement becoming null and void by operation of law, meaning it is deemed never to have existed. Accordingly, the parties involved in a partnership agreement must fully understand these validity requirements to ensure the agreement complies with the legal framework.

The first subjective requirement mutual consent means that the parties voluntarily and without coercion agree to bind themselves in an agreement. In this context, Notary X voluntarily entered into a partnership agreement with the service bureau company PT. Y. The second subjective requirement, legal capacity refers to the ability of the parties to perform legal acts, which requires that they be adults or individuals authorized to act in accordance with their professional capacity. Here, X acts both personally and in his official capacity as a Notary, while RA, as the director of PT. Y, possesses the authority to sign and act on behalf of the company pursuant to its articles of association.

The first objective requirement an object of the agreement means that the contract must contain and regulate a specific subject matter. In this case, the agreement clearly defines its object: legal services provided by the Second Party to clients referred by the First Party. The contract explicitly regulates the rights and obligations of each party: the First Party is responsible for sourcing and referring clients and providing accurate information, while the Second Party is obligated to deliver legal services and maintain client confidentiality. Article 3 further sets out the mechanism for fee distribution based on mutually agreed-upon percentages. These provisions demonstrate that the agreement has a clear and identifiable object legal services and accompanying notarial documents thereby fulfilling the objective requirement under the Civil Code.

The second objective requirement a lawful cause requires that the object of the contract must not violate norms, legal provisions, or public order. In the partnership agreement between Notary X and PT. Y, the arrangement involves the exercise of notarial duties by Notary X in his official capacity. Therefore, the agreement must comply with the provisions of the Notary Office Act (UUJN) and the Notary Code of Ethics. In this context, the lawful cause relates to whether the object of the partnership—namely, notarial products such as deeds of establishment of a Limited Liability Company (Perseroan Terbatas) is handled in accordance with the law. If a client uses PT. Y's services to establish a Perseroan Terbatas, the company gathers and submits the necessary documents to the Notary for the preparation of the deed.

Viewed from the perspective of the Notary Office Act (UUJN), Article 16 paragraph (1) stipulates that "a Notary is obligated to read the deed before the appearers in the presence of witnesses, and once the reading is completed, the deed must be immediately signed by the appearers, the witnesses, and the Notary." Thus, when a client executes a deed through a service bureau, the notary's obligation to read the deed is at significant risk of not being fulfilled, because no meeting takes place between the notary and the appearers. The appearers merely submit the necessary documents to the service bureau, which then processes the creation of the deed with the notary.

Furthermore, Article 4 point 4 of the Notary Code of Ethics stipulates that "a Notary, as well as any other person acting in the capacity of a Notary, is prohibited from cooperating with a service bureau/person/legal entity that essentially acts as an intermediary to seek or obtain clients." Based on this ethical provision, it is evident that the objective requirement of a "lawful cause" in the partnership agreement between Notary X and PT. Y is not fulfilled, because a Notary is expressly prohibited from collaborating with service bureaus that provide such benefits.

Contract must possess legitimacy and binding force. Because this partnership agreement violates the provisions of the Notary Law (UUJN) and the Notary Code of Ethics, it cannot be considered legally valid. The violated norms Notary Law and the Notary Code of Ethics are norms that regulate and confer legitimacy upon the professional acts of a Notary. Consequently, any breach of these norms results in the agreement losing its legal validity.

Based on the above analysis, it can be concluded that the partnership agreement between Notary X and PT. Y in the field of notarial services cannot be regarded as lawful or valid. The agreement fails to satisfy one of the objective requirements under Article 1320 of the Indonesian Civil Code, as it contravenes higher legal norms, namely UUJN and the Notary Code of Ethics. Therefore, the partnership agreement entered into by Notary X and the service bureau PT. Y is null and void by operation of law (*batal demi hukum*).

3.2. The Impact of Partnerships Between Notaries and Service Bureau Companies as a Strategy for Acquiring Clients

Notaries who establish partnerships or affiliations with service agencies customarily enter into an agreement either oral or written to bind themselves to remain as partners of the agency. Conversely, the service agency is also bound to remain partnered with the Notary in order to expand access to a wider market for notarial services.

Article 16 paragraph (1) letter a of the Notary Law (UUJN) stipulates that "In carrying out their duties, a Notary must act with integrity, honesty, thoroughness, independence, impartiality, and must protect the interests of the client concerning the legal acts performed." The existence of a partnership between a Notary and a service bureau indicates that the Notary has bound themselves to the bureau, which consequently undermines the Notary's independence. Furthermore, as explained in the previous chapter, the partnership agreement between the Notary and the service bureau cannot be deemed lawful and valid, as it violates one of the objective requirements under Article 1320 of the Indonesian Civil Code, namely the requirement of a lawful cause (*causa*), because it contravenes higher legal norms, specifically the UUJN and the Notary Code of Ethics.

Every profession, including that of a Notary as a public official, demands the fulfilment of moral values by its practitioners. Moral values constitute the guiding force that grounds and directs noble conduct. With regard to potential misuse of legal professions, such misconduct may arise from competition among legal professionals or from the absence of self-discipline. (Jurdi, 2022)

Factually, within the legal profession, two elements can often be observed in contradiction with one another: on the one hand, the ideals of professional ethics that are set exceedingly high, and on the other hand, the practical reality of legal practice that falls far below these lofty ideals, resulting in services that tend to prioritize self-interest. Many legal professionals utilize their professional status solely as a means to generate financial gain, as exemplified by notaries who enter into partnerships with

service bureaus as a strategy to expand market access and attract clients, thereby compromising their dignity and integrity as notaries. The misuse of the notarial profession may also occur due to pressure from service bureau companies that demand expedited and favorable completion of clients' requests. In some cases, they do not hesitate to offer higher compensation to the notary. (Heptasari, 2021)

The matters described above often give rise to serious negative impacts on the integrity and professionalism of notaries. Partnerships with service bureaus that are inconsistent with legal provisions and the notarial code of ethics may undermine public trust in the notarial profession. When a notary prioritizes personal financial gain derived from such partnerships over adherence to ethical and legal principles, more severe problems arise, including a decline in the quality of services. This situation not only harms clients but also damages the overall reputation of the legal profession. In the long term, the consequences of such practices may generate legal uncertainty, injustice, and a lack of legal protection for the public, and may even weaken the functioning of the legal system.

There is no written regulation or statutory provision prohibiting service bureau companies from cooperating with notaries to seek or secure clients for the latter. Rather, the prohibition applies solely to notaries, as regulated in the Notarial Code of Ethics. Nevertheless, such conduct may produce broad and significant implications for the public or clients who utilize notarial services through these intermediaries.

Based on the foregoing, when associated with the theory of authority, the powers exercised by a notary constitute attributive authority derived from statutory regulations. This means that all actions taken by a notary must comply with the applicable law in order to obtain valid legal force.

The authority of a notary to draw up authentic deeds, as provided under Article 15 of the Notary Law (UUJN), is closely connected to several essential principles. As noted by Abdulkadir Muhammad, cited in the work of Rio Hably, the notary is required to prepare deeds properly and correctly, meaning that every deed must conform to legal requirements and reflect the genuine intentions of the parties concerned. In exercising this authority, the notary is also expected to produce deeds of high quality, ensuring that each document complies with applicable legal norms and accurately represents the will of the parties in its true sense. This obligation includes the duty of the notary to explain to the parties the substance and procedures related to the deed being prepared, thereby ensuring clarity and legal certainty.

Furthermore, the deed produced must generate positive legal effects. In this regard, the notary is entrusted with the responsibility to ensure that the deed carries full evidentiary value as an authentic instrument recognized by law. Consequently, a notary must refrain from any intentional act that could diminish the legal standing of an authentic deed or reduce its probative force to that of a mere private document. Through adherence to these principles, the notary fulfills the core function of the office as a public official who guarantees the authenticity, validity, and legal certainty of legal acts conducted before them." (Hably & Djajaputra, 2019)

The authority of a notary to draw up authentic deeds is also affirmed in Law Number 40 of 2007 concerning Limited Liability Companies (UUPT). Article 7 paragraph (1) of the Law stipulates that "a company shall be established by two (2) or more persons by a notarial deed drawn up in the Indonesian language. The notarial deed referred to in this Law shall be in accordance with the provisions stipulated under the Notary Law." Accordingly, the preparation of notarial deeds whether for the establishment of a limited liability company or for legal acts involving private individuals must consistently adhere to the requirements set out in the Notary Law. This demonstrates that the notary's authority in creating authentic deeds operates under a unified legal framework, ensuring that all notarial acts maintain legal certainty, formal validity, and conformity with statutory provisions. (Almira, 2023)

The provisions governing the execution of notarial deeds, which must be signed simultaneously, are stipulated in Article 44 of the Notary Law. The article requires that immediately after a deed is read aloud, it must be signed by every appearer, the witnesses, and the notary, unless an appearer is unable to sign, in which case the reason must be expressly stated at the end of the deed. Deeds falling under Article 43 paragraph (3) must also be signed by the appearer, the notary, the witnesses, and, where applicable, an official translator. The acts of reading, translating or explaining, and signing the deed must be expressly recorded at the conclusion of the deed. Any violation of these provisions results in the deed possessing evidentiary value only as a private deed, and such violation may serve as grounds for an aggrieved party to claim compensation, damages, and interest from the notary.

In connection with these provisions, a statement made by RA (2023), the director of PT Y, reveals that the most common services requested through the bureau relate to the establishment of business entities such as limited liability companies (PT), commanditaire vennootschappen (CV), and cooperatives, all of which require the execution of a notarial deed. Thus, an authentic deed related to the establishment of a business entity when prepared through a service bureau and signed without the appearers being physically present before the notary inevitably becomes degraded into a private deed. This creates a significant legal implication, as deeds uploaded to the Ministry of Law and Human Rights' AHU Online system are presumed valid only when they constitute authentic deeds; the Ministry has no authority to verify the authenticity of the attached notarial deed beyond the formal requirements. Consequently, the entire responsibility for ensuring the authenticity of the deed lies exclusively with the notary as a public official.

The degradation of an authentic notarial deed has direct consequences for the appearers or clients if the notary is proven to have violated Articles 15, 16, and 44 of the Notary Law, the Notary Code of Ethics, or Article 7 of the Limited Liability Company Law concerning the establishment of a PT. Once an authentic deed is reduced to the status of a private deed, the establishment of the company is rendered invalid, requiring the appearers to repeat the entire process from the beginning. This may result in substantial financial and administrative losses for the clients, for which the notary may be held liable.

Based on the foregoing, it can be concluded that the partnership between a notary and a service bureau when conducted as a strategy to obtain clients—has adverse implications when viewed from the standpoint of a notary's obligation to uphold the dignity and integrity of the office. Such partnerships lead to violations of the notary's duty to act with integrity, honesty, accuracy, independence, impartiality, and to protect clients' legal interests, as mandated by Article 16 of the Notary Law. Collaboration with service bureaus compromises the independence of the notary and therefore constitutes a breach of professional ethics.

Furthermore, a notary's partnership with a service bureau may result in an abuse of authority that contradicts the notary's role as a public official. By entering into such partnerships, notaries may be inclined to prioritize personal financial gain or the interests of the service bureau over compliance with the Notary Law and the Code of Ethics. The degradation of an authentic deed into a private deed as a consequence of such partnerships harms clients and undermines the validity of business entity establishments conducted through these intermediaries, thereby weakening the evidentiary strength of the deeds produced.

The broader impact of such practices poses a serious threat to public trust in the notarial profession and contributes to a decline in the quality of legal services. These practices not only harm clients but also damage the reputation of the legal profession as a whole. In the long term, they have the potential to create legal uncertainty, inequity, and even weaken the legal system at large.

3.3. The Legal Responsibility of Notaries for Deeds Prepared Through Service Bureau Intermediaries

Article 84 of the Notary Law (UUJN) provides that there are two forms of civil sanctions that may arise when a notary violates certain statutory provisions. These two sanctions, which also appear across various other articles, consist of: (1) a notarial deed being reduced to having evidentiary value only as a private deed, and (2) a notarial deed becoming null and void by operation of law. The occurrence of either of these consequences provides grounds for any party suffering losses to claim reimbursement of costs and compensation from the notary, including in situations where the notarial deed was prepared through the involvement of a service bureau.

Notarial deed that possesses the evidentiary strength of a private deed and a notarial deed that becomes null and void by operation of law are conceptually distinct legal categories. However, Article 84 of the Notary Law does not expressly delineate which violations correspond to each type of sanction. The provision conflates the two sanctions and fails to establish clear boundaries by employing the disjunctive term "or" within the sentence "... resulting in the deed having evidentiary value only as a private deed or the deed becoming null and void by operation of law...". Because these two sanctions carry different meanings and legal consequences, it is essential to determine which statutory provisions should be categorized as violations that result in a notarial deed being downgraded to the status of a private deed, and which violations cause a deed to become null and void by operation of law. The absence of explicit statutory

guidance creates uncertainty and necessitates interpretative clarification to ensure legal certainty in the application of civil sanctions against notaries.

In light of the discussion presented in the preceding chapter, it has been established that notarial deeds prepared through intermediaries such as service bureaus violate the provisions contained in Articles 15, 16, and 44 of the Notary Law (UUJN). As a consequence, such deeds are reduced to having only the evidentiary value of a private deed. At the same time, the partnership agreement between the notary and the service bureau, which is entered into as a strategy to obtain or expand access to clients, also contravenes Article 1335 of the Indonesian Civil Code. This provision stipulates that “an agreement made without a cause, or on the basis of a false or unlawful cause, shall have no legal force.” This rule affirms that every agreement must possess a lawful *causa*.

Based on the foregoing, the sanction whereby a notarial deed attains only the evidentiary status of a private deed should fundamentally be understood as an external sanction namely, a sanction imposed on the notary for failing to perform the series of duties that must be carried out for and in the interest of the parties appearing before the notary. When these mandatory substantive and procedural requirements are not fulfilled, the rights and legal interests of the parties or appearers are left unprotected, thereby justifying the degradation of the deed’s legal force.

Based on the foregoing explanation, when examined through the lens of the theory of legal liability, a notary performing his or her official duties bears civil liability as a logical consequence inherent in the exercise of a legal profession. Such liability arises not only from moral obligations but also from legal obligations. This principle is founded on the idea that every action undertaken by an individual must be accountable in law. In this context, the consequences arising from a notarial deed—such as those previously described—may constitute grounds for the aggrieved party to claim reimbursement of expenses and compensation for damages from the notary. This claim is rooted in the principle of fault-based liability (*liability based on fault*), which is well established in civil law, particularly within Article 1365 of the Indonesian Civil Code. Article 1365, commonly known as the provision on unlawful acts, requires the fulfilment of four fundamental elements: the existence of an act, the presence of fault, the occurrence of damage, and a causal relationship between the fault and the resulting damage.

Civil liability for the material truth of a deed executed by a Notary may be examined through the framework of unlawful acts, which may take either an active or passive form. An active unlawful act occurs when an individual undertakes conduct that causes harm to another party, whereas a passive unlawful act arises when an individual fails to perform an obligation that ought to be fulfilled, thereby resulting in harm. In this context, the essential elements of an unlawful act include the existence of conduct that is unlawful, the presence of fault, and the occurrence of damage suffered by another party. The concept of an unlawful act is understood broadly, encompassing conduct that not only contravenes statutory provisions but also violates principles of propriety, morality, or the rights of others, thereby causing harm. An act is therefore categorized as unlawful when it infringes upon the rights of another person, contradicts legal norms, violates moral standards, or runs counter to the principles of propriety that require

individuals to uphold the interests and property of others within the dynamics of everyday social interaction.

If it is proven that a Notary has committed an unlawful act as described above, the Supervisory Council may impose administrative sanctions in the form of temporary suspension. This decision must be conveyed to the Minister within fourteen days from the date on which it is pronounced. Subsequently, the Minister is required to issue a decree regarding the imposition of such sanction within thirty days from the receipt of the recommendation. The decree is then communicated to the Appellant, the Respondent, the Central Supervisory Council, the Regional Supervisory Council, the Local Supervisory Council, and the Central Executive Board of the Indonesian Notary Association.

4. Conclusion

Based on the findings of this study, it can be concluded that the partnership agreement between Notary X and PT Y lacks legal validity, as it violates the objective requirements under Article 1320 of the Indonesian Civil Code, Article 16 paragraph (1) of the Notary Law (UUJN), and Article 4 paragraph (4) of the Notary Code of Ethics. Consequently, the agreement is null and void by operation of law. This partnership also generates adverse effects on the dignity and integrity of the notarial office, including breaches of professional duties, abuse of authority, ethical violations, degradation of authentic deeds into private deeds—thus weakening their evidentiary strength—and ultimately diminishing public trust in the notarial profession. Furthermore, the notary bears legal liability for deeds executed through the mediation of service bureaus under the principle of liability based on fault, as stipulated in Article 1365 of the Civil Code, given that such misconduct violates the provisions of the UUJN and the Code of Ethics and may cause both material and immaterial losses to clients, thereby justifying administrative sanctions, including temporary suspension.

In light of these conclusions, this study recommends that notaries strictly comply with all statutory regulations and ethical standards governing the profession to ensure the validity of all agreements and deeds they produce. Enhanced supervision and guidance are necessary as preventive and corrective measures, particularly concerning potential violations arising from collaborations with service bureaus. Additionally, an effective reporting mechanism should be developed, and the sanction system strengthened, to ensure firm and timely consequences for notaries who breach legal and ethical obligations, thereby safeguarding the integrity of the profession and protecting the interests of the public.

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