

The Legal Implications and Risks of Obstruction of Justice in Notarial Practice

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ABSTRACT

Corruption in Indonesia has been designated an extraordinary crime since the implementation of Law No. 30 of 2002 on the Corruption Eradication Commission, thereby requiring exceptional measures for its elimination. Under the Law on Notary Positions, notaries are granted the right to withdraw as a form of professional safeguard. This study seeks to examine the notary's right to withdraw within the framework of corruption law enforcement and assess how the Obstruction of Justice provision in the Corruption Eradication Law affects notaries. Using a normative legal approach, the research is based on literature review and analysis of statutory regulations to achieve its objectives. The results reveal that a notary's right to withdraw is limited by the provisions of Article 22 in conjunction with Article 36 of the Corruption Eradication Law. Furthermore, any party who hinders law enforcement in corruption cases may fulfill the criteria for Obstruction of Justice unless exemptions are clearly outlined in the law. Notaries who are found to have unlawfully interfered with the legal process in such cases may face criminal prosecution. This study highlights the need for more precise legal guidelines to reconcile notaries' professional duties with their responsibilities under anti-corruption legislation. The findings aim to inform policy development that strengthens legal certainty and bolsters the effectiveness of anti-corruption efforts in Indonesia.

Keywords: Refuse, Corruption, Notary, Obstructing, Justice.

INTRODUCTION

Corruption crimes are categorized as extraordinary crimes. This is also stated in the following statement, "Corruption is an extraordinary crime, and then the prevention must also be extraordinary, simultaneously (national) in the form of early warning that involves all elements; government, industry, and society" (Widhoyoko et al., 2017). "The massive practice of corruption is a serious threat to the welfare of a country, so the Indonesian government, through its regulations, stipulates corruption as one of the extraordinary crimes" (Hidayat et al., 2024). This is as stated in the explanation of the Law on the Corruption Eradication Commission, that:

"Corruption in Indonesia has spread in society. Its development continues to increase from year to year, both from the number of cases that occur and the number of state financial losses as well as in terms of the quality of the criminal acts committed more systematically and its scope that enters all aspects of people's lives."

Therefore, in Indonesia, the Crime of Corruption is categorized as an extraordinary Crime so that it requires extraordinary handling. So everyone who is asked for his statement in the investigation of corruption must be present to provide information to the investigator. Which Notary with his authority is one of the professions that has the possibility in terms of actions to obstruct the legal process in corruption cases. This is as stated by Saldi Isra in his writings that “The term obstruction of justice in corruption cases is considered an expanding crime in Indonesia and is specified in the Indonesian criminal law” (Isra et al., 2017). And “Although anyone is susceptible of committing an act of obstruction of justice, it is usually accomplished with the support of affluent people such as government and law enforcement officials, lawyers, and law makers.”

In Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Notary Position/UUJN Article 1 paragraph (1) states the definition "Notary is a public official who is authorized to make authentic deeds and has other authorities as referred to in this Law or based on other laws." Meanwhile, what is meant by “Public Officials are people who do work or duties to serve the interests of society as a whole” (HS & Sh, 2021). Consequently, the law appoints the Notary's power as an official who creates legitimate deeds. As stated in Article 1868 of the Civil Code which states that “an authentic deed is a deed made in the form prescribed by law by and/or in the presence of an authorized public official for that purpose, in the place where the deed is made.”

Thus, “the authentic deed made by the Notary includes:

- a. All deeds,
- b. Covenant
- c. Determination required by laws and regulations, and/or
- d. What is required by the interested party to be stated in the authentic deed.”

Therefore, an authentic deed is a legal act that confers rights and obligations on the parties involved, regardless of whether it takes the form of an act, agreement, or legally mandated determination. Naturally, the parties are obligated to fulfill their end of the bargain. Additionally, Article 15 of the Notary Position Law affirms the notary's authority in the following ways:

“(1) The Notary is authorized to make an authentic Deed regarding all acts, agreements, and determinations required by laws and regulations and/or required by the interested party to be stated in the authentic Deed, guaranteeing the certainty of the date of making the Deed, keeping the Deed, providing grosses, copies and extracts of the Deed, all of which are as long as the making of the Deed is not also assigned or exempted to other officials or other persons prescribed by law.

- (2) In addition to the authority as intended in paragraph (1), the Notary is also authorized to:
 - a. certify the signature and establish the certainty of the date of the letter under hand by registering it in a special book;
 - b. book letters under hand by registering in a special book;

- c. making a copy of the original letter under the hand in the form of a copy containing the description as written and described in the letter concerned;
- d. certify the photocopy of the match with the original letter;
- e. providing legal counseling in relation to the making of Deeds;
- f. making Acts related to land; or
- g. make an auction minutes deed.

(3) In addition to the authority as referred to in paragraph (1) and paragraph (2), the Notary has other authorities regulated in laws and regulations.”

As a result, notaries play a crucial part in the affairs of the state and country as public servants. Because notary deeds are classified as state archives by law, there must be rigorous security for both the deed's contents and its creation.

The authority of the Notary to make authentic deeds as specified in Article 15 of the UUJN and those listed in other laws, has a “Philosophical basis, namely to provide legal certainty for legal acts committed by the community or legal subjects against legal acts committed by the community or legal subjects.”

“The implementation of the authority of a Notary in his position includes 4 (four) things, namely:

- a. The Notary must be authorized as far as the deed is concerned;
- b. The Notary shall be authorized as far as the person(s) are concerned, for the benefit of whom the deed is made;
- c. The notary must be authorized as far as the place where the deed is made;
- d. The notary must be authorized as long as it is about the time of making the deed (Tobing, 1980).”

In order for the notary to execute his authority in his role, it must be done completely. “If one of the above requirements is not met, then the deed he makes is inauthentic and only has the same force as a deed made under his hands, if the deed is signed by the witnesses.” Likewise, In order for the notary to execute his authority in his role, it must be done completely. “If one of the above requirements is not met, then the deed he makes is inauthentic and only has the same force as a deed made under his hands, if the deed is signed by the witnesses” (Selenggang, 2008). This is determined in Article 41 of the UUJN. For example, the Notary makes a deed while on leave, because the Notary does not have the authority to make a deed that should be replaced by a replacement Notary and there is a need to fulfill the form and nature of the deed in Article 38 of the UUJN that is not fulfilled. Then regarding the competence of the witnesses and identification witnesses and deed witnesses with a minimum age of 18 years or married, which must be expressly stated in the deed as determined by Article 39 and Article 40 of the UUJN. Furthermore, regarding the Notary office area, it covers the entire provincial area where the Notary is located, namely in the district or city. Which in the case of making deeds outside the area of his position, the Notary is not authorized to regularly carry out his office. For example, a

Notary domiciled in the city of Depok where the deed is signed can be carried out in the city of Bandung or in Bogor but only incidental and must not be a routine, for example it is done every Friday. So for deeds that do not meet the requirements for authentic deeds determined by the UUJN, as a result, the deeds become deeds under hand or invalid.

It is impossible to divorce the Notary's obligation to fulfill his duties from the authority granted to him. Hence, "The Notary is responsible for carrying out his position, so that the products issued by the Notary are the responsibility that must be borne by him." Article 16 of the Notary Position Law (UUJN) outlines the duties of the notary as a whole. Article 16 paragraph (1) letter f of the UUJN regulates the confidentiality of the notary position, which is one of the rules pertaining to the duties of notaries, namely "in carrying out his position, the Notary is obliged to keep confidential everything about the Deed he makes and all information obtained for the preparation of the Deed in accordance with the oath/promise of office, unless the law specifies otherwise." Not only is the Notary a position of trust, so the public trusts the Notary to make a consistent deed based on the parties' information, but the law also limits the obligation to maintain a secret position. Therefore, the public's trust in the Notary will undoubtedly be impacted if he is unable to fulfill his duties in a proper manner and also violates the approved law.

Notaries have a duty to maintain the confidentiality of their positions while performing their duties. This is evident in:

1. Article 4 paragraph (2) of the 4th alenia of the UUJN concerning the oath of office which reads "That I will keep confidential the contents of the deed and information obtained in the exercise of his office."
2. Article 16 paragraph (1) letter f of the UUJN which reads "The Notary is obliged to keep confidential everything regarding the Deed he makes and all information obtained for the preparation of the Deed in accordance with the oath/promise of office, unless the law specifies otherwise."
3. Article 54 paragraph (1) of the UUJN which reads "The Notary may only give, show, or notify the contents of the Deed, Grosse Deed, Copy of Deed or Excerpt of Deed, to persons directly interested in the Deed, heirs, or persons who obtain rights, unless otherwise specified by laws and regulations."

Should a non-party to the deed wish to obtain a copy of the deed or any associated documents, the duty to maintain the position's confidentiality turns into a duty to default. According to Article 4 paragraph (2) of the fourth chapter of the UUJN, "since the oath of office to keep secret the contents of the deed and other information or information obtained from the witnesses related to the deed and the implementation of the duties of the Notary, from then on the obligation of default is attached to the Notary, even until the person concerned has retired as a Notary" (Adjie, 2017). Since maintaining workplace secrets is a legally mandated duty, the

Notary will undoubtedly face consequences from the Supervisory Council if he fails to fulfill it. The parties may, however, legally proceed through the courts if it causes them harm.

In addition to the obligation to default, the Notary also has the right to default as one of the officials who are given the obligation by law to keep their positions secret (Christian, 2020). This right of refusal is regulated in the Criminal Code which of course applies to all positions that are obliged by law to keep their positions confidential such as medical secrets, banking secrets, in terms of providing information in the criminal justice process. Thus, the definition of "The right of refusal (*verschoningsrecht*) is a right granted by the Law that, due to his work and/or position, requires keeping everything about his job/position secret in order to give testimony for the benefit of the Judiciary, Public Prosecutor, or Judge process" (Marjon, 2016). "The purpose of the right of denial (*verschoningsrecht*) is to protect the interests of individuals, society, and even the state" (Ardianta et al., 2023).

RESEARCH METHOD

This research employs a doctrinal approach. Doctrinal law research is defined as "research on law developed based on the doctrine embraced by its development" (Wignjosoebroto, 2002). In contrast, this work employs a normative writing approach, which is a legal research methodology that involves a review of the literature and is focused on written regulations. A literature study is a set of procedures used to gather secondary data by looking through, documenting, and citing from a variety of laws and regulations, books, journals, and other resources pertaining to the issue under investigation (Benuf & Azhar, 2020). So that "doctrinal research produces the author's view or paradigm towards the norm being researched" (Wibisana & Gunawan, 2022).

RESULT AND DISCUSSION

"Since 2002, with the enactment of Law No. 30 of 2002 concerning the Corruption Eradication Commission (KPK), corruption crimes have been classified as extra ordinary crimes, because corruption in Indonesia has been widespread and systematic that violates the economic rights of the community. For this reason, extraordinary ways of eradicating corruption are needed" (Alkostar, 2013). Furthermore, regarding the Obstruction of Justice Article in Article 21 of the Corruption Crime Law, which based on the *Memorie van Toelichting* is worried that there is a justifying reason and then causes it to be unpunishable, then by using extraordinary methods of eradicating corruption, any secrets must be disclosed so that there are no conflicts of interest. In this instance, corruption cases are exempt from the use of the *Lex Specialis Derogat Legi Generali* Principle found in Articles 50 and 170 of the Criminal Code. As stated in the Law on the Eradication of Corruption's Article 35, paragraph (1), and Article 36:

Article 35 paragraph (1): "Everyone is obliged to give testimony as a witness or expert, except for fathers, mothers, grandfathers, grandmothers, siblings, wives or husbands, children, and grandchildren of the defendant."

Article 36: "The obligation to give testimony as referred to in Article 35 also applies to those who, according to their job, dignity or position, are obliged to keep secrets, except for religious officials who, according to their beliefs, must keep secrets."

According to Article 36 of the Law on the Eradication of Corruption, everyone must divulge information during the judicial proceedings of corruption cases. This includes notaries, doctors, and other professionals who, due to their position, maintain secrets.

Keeping the contents of the deed confidential as mentioned in Article 16 paragraph (1) letter f of the Notary Position Law (UUJN) is the obligation of the Notary in his office. That "Deeds and letters made by a notary as an official document are authentic, so they require security both for the deed itself and for its contents to prevent irresponsible misuse", as well as to protect the interests of all parties related to the deed. When a Notary makes a deed, in addition to being based on the information of the parties, it is also based on formal evidence, such as: the identity of the parties/Identity Card, Birth Certificate, Family Card and so on. If these personal data are disseminated to the public, they can be misused by irresponsible parties (for example: of course, the data is also the same document used to create a Bank Account Number used for banking transactions). In addition, those who have the potential to disclose the confidentiality of the contents of the deed related to the agreement are the parties themselves, therefore, for example, in cooperation agreements in the field of business to achieve certain goals, it is not uncommon for them to include confidentiality clauses to maintain certain secrets written in the deed. In addition to the Notary and the parties themselves who are obliged to keep the contents of the deed confidential, it also applies to related parties who know the contents of the deed because of their work or position. In Law Number 14 of 2008 concerning Public Information Disclosure, which basically every information is open, it also regulates exempt information, namely as mentioned in Article 2 paragraph (4) of the Public Information Disclosure Law:

"Excluded Public Information is confidential in accordance with the Act, propriety, and public interest is based on testing of the consequences that arise if information is provided to the public and after careful consideration that closing Public Information can protect a greater interest than disclosing it or vice versa."

For example, those related to the deed, namely in Chapter V Article 17 letters g and j of the Public Information Disclosure Law, it is stated that:

"Each Public Agency is obliged to open access for each Public Information Applicant to obtain Public Information, except:

- (g) Public Information which, if opened, can reveal the contents of an authentic deed that is personal and the last will or will of a person.
- (j) Information that must not be disclosed under the Law."

This article is a provision that has criminal sanctions for anyone (every individual, group of people, legal entity, or Public Body) who violates it as specified in Article 54 of the Public Information Disclosure Law.

Not only does the Notary, as the official who creates the document, have an obligation to keep the contents of the authentic deed confidential, but so do associated parties, who are required to do so since the law is aware of the contents of the deed (Wijaya & Prajitno, 2018). As written above, a Notary as a public official is a position that has gained trust from the state to carry out some of the state's public functions, especially in the field of Civil Law. Because of the civil nature, the obligation to keep the secret of an absolute position can be relative because it has the consent of the parties to open it. This is as stated in Article 18 paragraph (2) letter a of the Public Information Disclosure Law: "Excluding excluded information as referred to in Article 17 letters g and h, among others if the party whose secrets are disclosed gives written consent."

A Notary is obligated to maintain the confidentiality of the contents of a deed and must refuse requests for the deed or related information from parties who are not directly involved. However, when a Notary is asked to provide information related to a deed in the context of a legal proceeding, this obligation shifts into a right of refusal, as supported by Article 50 and Article 170 of the Criminal Code. While this right and obligation to withhold information is considered absolute under general legal provisions (Criminal Code and Criminal Procedure Code), it becomes conditional in corruption cases, as specified in Article 22 in conjunction with Article 36 of the Corruption Eradication Law. Therefore, the absolute nature of a Notary's confidentiality duty can become relative in two situations: if the individual whose information is protected provides written consent for disclosure, or if the Notary is required to give testimony during investigations, prosecutions, or court proceedings related to corruption cases.

Regarding witness statements, "basically from the witness statements the events can be constructed precisely and correctly, and it is impossible for the events that occurred to be reconstructed precisely and correctly only based on the testimony of the suspect or defendant without information from witnesses" (Adami Chazawi, 2022). "Because the role of witnesses is so important, in the criminal law of corruption, there is a legal obligation for every person who is designated as a witness to provide information that is required to be true and must not be untrue." The obligation to provide witness testimony is affirmed in Article 22 of the Corruption Law:

"Every person as referred to in Article 28, Article 29, Article 35, or Article 36 who deliberately fails to give information or gives false information, shall be sentenced to imprisonment for a minimum of 3 (three) years and a maximum of 12 (twelve) years and/or a fine of at least Rp 150,000,000.00 (one hundred and fifty million rupiah) and a maximum of Rp 600,000,000.00 (six hundred million rupiah)."

According to Article 22 jo 36 of the Law on the Eradication of Corruption, anyone who is required to keep secrets due to their position, job, or dignity is required to provide accurate

information because of the criminally sanctioned provisions in Articles 28, 29, 35, or 36. This is because corruption is classified as an extraordinary crime.

“This criminal act is no different from the criminal act in Article 35, except for the different legal subjects. The legal subjects according to Article 22 jo 36 are people who, because of their work, dignity and position, are required to keep secrets. If these people are asked to give information, then they are obliged to give information correctly. These people, for example, notaries who, because of their position, have to keep secrets, for example about the contents of the will as long as the testator is alive.”

The obligation to default/the right of default in a case of corruption can be used at the investigation level not to provide information related to the deed he or she makes because it is bound by the UUJN with the secret of the Notary position that must be upheld in carrying out his position, which can be seen in Article 4 paragraph (2) of the 4th alenia, Article 16 paragraph (1) point f and Article 54 paragraph (1) of the UUJN. Therefore, it is the notary's personal responsibility to protect himself or herself with regard to the information provided to the investigator. According to Articles 4, 16, and 54 of the UUJN, all information obtained for the preparation of the Deed in accordance with the oath/promise of office must be kept separate from the Deed itself.

During the investigation stage, Notaries are obligated to provide accurate information in accordance with Article 36 of the Corruption Eradication Law. Meanwhile, Article 66 of the Law on Notary Positions outlines the authority of the Notary Honorary Council in matters related to accessing the Minuta Deed and summoning Notaries for judicial purposes—be it by investigators, prosecutors, or judges—with prior approval from the Council. This mechanism is intended to uphold the integrity and dignity of the Notary profession while offering protection concerning the deeds they have prepared. The decision to approve or deny such requests from investigators, prosecutors, or judges is made based on a review and determination by the plenary session of the Regional Notary Honorary Council, particularly in cases involving alleged criminal offenses committed by the Notary:

- a. “There are allegations of criminal acts related to the minuta deed and/or documents attached to the minuta deed or Notary Protocol in the storage of the Notary;
- b. has not lost the right to sue based on the provisions on expiration in laws and regulations in the field of criminal law;
- c. there is a denial of the validity of the signature of one or more parties;
- d. there is an alleged reduction or addition to the deed minuta; and/or
- e. there is an allegation that the Notary has postponed the date (antidatum).”

According to Habib Adjie, “Criminal acts related to the Notary profession in making deeds include the following:

1. Making a false/forged letter and using a false/forged letter (Article 263 paragraph (1), (2) of the Criminal Code.

2. Committing forgery (Article 264 of the Criminal Code).
3. Ordering the inclusion of false information in authentic deeds (Article 266 of the Criminal Code).
4. Doing, ordering to do, who participates in doing (Article 55 jo Article 263 paragraphs (1) and (2) or Articles 264 and 266 of the Criminal Code).
5. Assisting in making false/forged letters (Article 56 paragraphs (1) and (2) jo Article 263 paragraphs (1) and (2) or 266 of the Criminal Code" (Adjie, 2017).

According to Article 22 jo 36 of the Law on the Eradication of Corruption, the Notary is required to provide accurate information as a witness in the investigation of corruption cases, which are classified as extraordinary crimes. This is because the Notary is required to testify to those who are required to keep secrets due to their position, work, or dignity. "Obligatory" means must be practiced: certainly, must: must not be no (Indrawan, 2019). Therefore, giving testimony in a corruption case is a must for Notaries in an effort to participate in the eradication of corruption crimes in Indonesia. So, the phrase "mandatory" to give testimony in investigations and trials in corruption cases can be interpreted with two meanings, namely:

- 1) 1) With the Notary Honorary Assembly's consent, it must be for the good of the legal system, investigators, public prosecutors, or judges. Regardless of the outcome of the examination or the decision made at the Regional Notary Honorary Council plenary meeting, the Notary Honorary Council cannot in this instance refuse to provide approval. Consequently, the permit must be issued based on the examination, regardless of whether the Notary is found to have broken the UUJN's rules. Article 21 of the Law on the Eradication of Corruption (Obstruction of Justice) may be deemed violated if this Notary Honorary Assembly is broken.
- 2) Even in the absence of the Notary Honorary Council's consent, the notary has a duty to furnish information for the benefit of the legal system, investigators, public prosecutors, or judges. In this instance, the Notary, who is required by the UUJN due to his position, personally notified the Notary Honorary Council and requested authorization to testify in line with the relevant criminal procedure law after receiving a summons from the investigator.

If no application has been made to the Notary Honorary Council by the judge, public prosecutor, or investigator, the notary has an obligation to personally notify and request approval from the council regarding the fulfillment of the investigative summons in a corruption case. This is due to:

1. Regarding the obligation to be a witness to corruption crimes that are categorized as extraordinary crimes, so it requires extraordinary ways of eradicating corruption, one of which is contained in Article 36 of the Law on the Eradication of Non-Crimes of Corruption.
2. Regarding the obligation to uphold the confidentiality of the Notary position, this is a personal responsibility of the Notary attached to his position. Because if it is violated, the Notary will get the sanctions contained in Article 16 paragraphs (11) and (12) of the UUJN in the form of: written warning, temporary dismissal, honorable dismissal or disrespectful dismissal and can

also be a reason for the party who suffers losses to demand reimbursement of costs, compensation, and interest to the Notary. The sanction is not aimed at investigators, public prosecutors, or judges.

3. The provisions in Article 66 of the UUJN are not accompanied by criminal provisions for crimes that are categorized as extra ordinary crimes, so they are weak in their implementation. Meanwhile, Article 36 of the Law on the Eradication of Corruption is affirmed with criminal sanctions in Article 22, so that it binds everyone, except as otherwise stipulated in the Law on the Eradication of Corruption.

Therefore, the exercise of the right of repudiation in corruption cases related to the Obstruction of Justice Article must be interpreted as an obligation for everyone to give true testimony, including officials who are required to keep the secrets referred to by Article 50 of the Criminal Code and Article 170 of the Criminal Code, unless otherwise specified by the Law on the Eradication of Corruption Crimes. So that Article 21 of the Law on the Eradication of Corruption/Obstruction of Justice applies to Notaries if they are not willing to provide true information in the investigation process or trial in accordance with the provisions of the applicable criminal procedure law.

Based on the description above, legal protection for Notaries in criminal cases related to Notary deeds, can be concluded as follows:

- 1) The right to refuse to make a deed with a reason. In the provisions of Article 16 paragraph (1) letter e of the UUJN. For example: the formal evidence needed to make the deed is incomplete, the Notary must refuse to make the deed.
- 2) Notary default obligation, Article 4 paragraph (2) of the 4th alenia, Article 16 paragraph (1) point f and Article 54 paragraph (1) of the UUJN.
- 3) Notary's right to repudiate, based on Article 4 paragraph (2) of the 4th alenia, Article 16 paragraph (1) point f and Article 54 paragraph (1) of the Criminal Code jo Article 50 of the Criminal Code and Article 170 of the Criminal Code.
- 4) Supervision from the Supervisory Council which includes the behavior of Notaries and the implementation of the Notary position, so that it can minimize and even prevent the occurrence of criminal acts. Based on Article 67 of the UUJN.
- 5) Protection from the Notary Honorary Council regarding the taking of the Minuta Deed and the Summoning of a Notary in Criminal cases. Based on Article 66 of the UUJN.
- 6) Supreme Court Decision Number 702 K/Sip/1973 dated September 5, 1973, that the Notary makes a deed based on formal evidence. That is, the one who states: "... The notary only records and writes down what is desired and stated by the parties who face the Notary. There is no obligation for the Notary to materially investigate any (matters) raised by the person before the Notary".

Regarding refusing to make a deed, according to Habib Adjie,

"There are several reasons why notaries refuse to provide their services to make a deed, namely:

1. If the notary is sick and cannot provide his services, he is physically impeded.
2. If the notary is not there because of leave, it is due to a legitimate reason.
3. If a notary due to his busy work cannot serve others.
4. If the papers are needed to make a deed, they are not submitted to the notary.
5. If the witness or witness of the instrument submitted by the witness is not known by the notary or cannot be introduced to him.
6. If the interested party does not want to pay the required stamp duty.
7. If because of the provision of these services, the notary violates his oath or commits an unlawful act.
8. If the parties who want the notary make the deed in a language that he does not understand with unclear language, so that the notary does not understand what they want" (AR, 2021).

Furthermore, regarding the applicability of the Obstruction of Justice Article in cases of corruption against Notaries, based on the description above, that corruption cases are categorized as extra ordinary crimes so that the implementation of the right of denial at the investigation and trial level in corruption cases cannot be based on Article 50 of the Criminal Code and Article 170 of the Criminal Code, because of the principle of *Lex Specialis Derogat Legi Generali*, it must be interpreted as an obligation of everyone to give true testimony, including notaries, except for a person who is exempted by the Law on the Eradication of Corruption. If the Notary is proven to have committed an unlawful act to obstruct the law enforcement process in a corruption case, he or she can be held criminally liable. So that the implication of the obstruction of justice article in the case of corruption against the Notary profession is an obligation that is conceptualized as something that must be done and carried out to provide information correctly because it is a provision with criminal sanctions.

CONCLUSION

The conclusion of this research reveals that in the case of corruption which is categorized as an extraordinary crime, the right of a Notary to exercise the right to refuse (*recht van retentie*) in providing information, as stipulated in the Notary Position Law (UUJN), cannot be applied. This is due to the principle of *Lex Specialis Derogat Legi Generali*, where special regulations (Corruption Eradication Law) override general regulations (Criminal Code and UUJN). Thus, Notaries who are proven to have committed unlawful acts that hinder the law enforcement process in the criminal act of corruption can be held criminally liable. This emphasis is in accordance with the provisions of Article 22 jo Article 36 of the Corruption Eradication Law, which requires Notaries to provide information for the benefit of the judicial process, even without the approval of the Notary Honor Council under certain conditions.

The contribution of this research in the future is to provide a foundation for the development of clearer legal policies related to legal protection for the Notary profession in the context of corruption crimes. This research also opens up opportunities for further studies on the balance between the Notary's obligation to maintain the confidentiality of his/her position and the legal obligation to contribute to law enforcement. Thus, this research can serve as a foothold for policy makers to formulate firmer and more comprehensive regulations, as well as provide practice guidelines that can be applied by Notaries in the face of future lawsuits.

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