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THE POSITION OF THE DEED OF WILL ON COMMUNITY PROPERTY WHICH IS MADE BY A NOTARY.

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ABSTRACT

This study aims to analyze the validity of a deed of gift that will be executed by a notary without the consent of the married couple, based on Supreme Court Decision Number 2979 K/Pdt/2019. Additionally, it seeks to assess the inadequacy of the responses provided by the Notary Public regarding the deed of gift of will absent the consent of the married couple. The research methodology employed is normative legal research. The findings indicate that the validity of the deed of gift of will contravenes Chapter 36, Paragraph (1) of Law No. 1 of 1974 concerning Marriage, rendering the deed invalid. Furthermore, due to administrative responsibility, the Notary Public may incur liability for deeds executed negligently.

Key Word: ***deed of gift of will; joint property; notary.***

I. INTRODUCTION

The marriage will have legal consequences, one of which relates to property within the marriage, and this property is fundamental to family life. Property acquired by the husband and wife during the marriage is owned and controlled jointly by both parties as joint property. In contrast, property obtained and owned before the marriage is considered separate property. Property assets acquired from inheritance are controlled individually by each spouse, meaning that the party who controls the property can act freely without the other party's consent. However, joint property is under the shared control of both spouses, so if one spouse wishes to undertake legal action regarding their assets, such as selling or pawning, they must obtain approval from the other party.

If problems arise during the marriage or divorce, the assets will be returned to each spouse. In some cases of divorce that occur in society, it is often because the husband or wife does not know the legal rules that they come to court. Notary Public For a made deed of division of joint assets. In this context, the notary has an essential role in the deed distribution of joint property. Article 15, paragraph 1 of Law Number 2 of 2014 concerning the Position of Notary states:

"A notary has the authority to make authentic deeds regarding all acts, agreements, and

provisions required by regulations." Legislation and or Which wanted by those who have an interest in stating it in an authentic deed, guaranteeing the certainty of the date of doing the deed, keeping the deed, providing Grosse, copying and storing the deed, all this as long as the making of the deed is not assigned or excluded to official other or person other Which determined by law."

The presence of a notary fulfills the community's need for legal documents in civil law, and notaries are responsible for serving the wider community. Provision law to treasure together is different from the legal position regarding the property brought, which is the full right of each party (husband or wife) concerned, Good in management and its utilization.[1] In joint property, all property acquired after or during the marriage will become joint property. and is categorized as joint property, regardless of whether the property was produced individually or jointly by the husband or wife. It means treasure together No Can in master by one of the parties during the marriage, but each of them (husband or wife) will receive a share of the joint property if the bond marriage has Already disbanded or broken up. Thus, each of them will defend their rights to the joint property, so the joint property often becomes a serious problem and usually gives rise to debates between the two parties (husband and wife).[2]

One of the problems related to marriage is grants made by an elderly person to his son for the needs of the child who receives the transfer, such as the grant in Supreme Court Decision Number 2979 K/Pdt/2019 given by a father to his child in an East Asian family, specifically not Chinese and which follows Buddhist traditions. The inheritance in question comes from the couple Lay Tjin Ngo and Sumita Chandra. During the marriage of Lay Tjin Ngo with Sumita Chandra (deceased), joint assets (gono-gini) were acquired.

The problem arose when Sumita Chandar (deceased), without the knowledge and consent of Lay Tjin Ngo (Plaintiff), Sumita Chandra (deceased) had made a deed of Testament No. 24 dated 25-07- 2014 at Notary Kamelina, SH (Defendant). Based on the Testament of the Plaintiff's husband, Sumita Chandra (deceased) had given assets (testamentary gift), to the following: Mrs. Sunny Chandra (Co-Defendant I), Heinrich Chandra (Co-Defendant II), Charlie Chandra (Co-Defendant III), and NN. Kelly Tania (Co-Defendant IV).

Applicable law relating to joint property, in the case of a testament (will) made by a husband/wife when their partner is still alive, so the consent of the surviving spouse is required. That Defendant's actions in the making (making) the Deed of Testament No. 24 dated 07-25-2014, whereas No There is agreement from Plaintiff as the wife/partner of Sumita Chandra (deceased) was an act that was not careful and has caused losses for the Plaintiff as the wife of Sumita Chandra (deceased) who is entitled to a portion of

[1]Point Quarterly, 2006, *Introduction Law Civil Indonesia, Jakarta* : Performance Library, matter. 120

[2]Desi Ariandi, 2022, Role Notary Public In Making Act Agreement Division of Assets Together For Partner Divorce Without The existence of Agreement Marry, https://repository.unissula.ac.id/27122/2/21302000119_fullpdf.pdf , accessed on date September 25, 2024, 15.00 WITA.

from treasure Together Sumita Chandra (late) with The plaintiff also contravenes the provisions of Article 16 Paragraph (1) Letter an of Law no. 30 of 2004 concerning Notary Positions as amended by Law No.2 2014 (hereinafter read UUJN). Thus, it can be seen that some parties do not implement and contradict this regulation by ignoring all forms of efforts that law enforcement agencies and the Law want to achieve, so this is interesting to study.

Based on the background described previously, the main problem to be discussed in this writing is how the validity of a deed of gift will, made by a notary without the consent of the married couple, is affected according to Supreme Court Decision Number 2979 K/Pdt/2019. Additionally, what is the notary's responsibility regarding the deed of gift will be made without the married couple's consent based on Supreme Court Decision Number 2979 K/Pdt/2019?

II. RESEARCH METHODS

The research method employed is the normative research method. The normative legal study is based on the applicable laws and regulations concerning a specific problem. This approach looks at legislation and incorporates legal principles, theories, and court decisions relevant to the issue under investigation. This legal research uses secondary data to explore theoretical aspects related to legal principles, concepts, views, doctrines, regulations, and systems. This includes legal principles, norms, and rules found in laws, regulations, and other relevant documents by examining books, statutes, and related legal materials pertinent to the research.

The method approach used in this research includes several components. First, the legal approach involves reviewing all laws and regulations related to the legal issue. Second, the conceptual approach serves as a reference for researchers in constructing a legal argument to address the problems faced by studying the application of legal norms or rules in legal practice. Collecting legal materials is performed normatively, utilizing the document study technique. This research consists of a literature study conducted through the national library, both in person and online, including e-journals, laws and regulations, books, and expert opinions relevant to the problem being studied. Furthermore, the analysis of legal materials in this study was carried out using the interpretative method. Interpretation involves understanding the norms or rules and the content of each article in the provisions of statutory regulations.

III. DISCUSSION

3.1. Validity of a deed of gift or will made by a notary without consent partner marry based on Decision Supreme Court Number 2979 K/ Pdt/2019.

Grants are regulated in Chapter X of Book III of the Civil Code, or simply the Civil Code, which covers engagement from Chapter 1666 to Chapter 1693. According to Article 1666 of the Civil Code, a gift is explained as follows:

"A grant is an agreement by which the grantor, during his lifetime, freely gives and can not "retract to hand over an object for the needs of the gift recipient who accepts the handover."

Provisions of Article 1682 of the Civil Code state that a grant must be executed with a notarial deed; otherwise, it may be rendered void. Every deed of gift must be created by a notary, as indicated by the Notary Public's understanding in Chapter 1, Number 1 of The Notary Position Law:

"official general Which authorized For making deed authentic and has other authorities as referred to in this Law or based on other laws."

Grants are made in front of a notary public-shaped deed. Which is referred to as a Notarial Deed in Article 1 number 7 of the Notary Law or UUJN, namely:

"Notarial Deed, hereinafter referred to as Deed, is an authentic deed made by or in front Notary Public according to form And procedures set out in this Law."

Apart from a Notary, a deed of gift can be made by a Land Deed Making Officer (hereinafter referred to as PPAT); this PPAT focuses more on carrying out some land registration activities by making a deed as evidence. The release of legal acts. Grants are divided into 2 (two), namely:

1) Ordinary gift, meaning that the objects given have been handed over on time the heir Still life. Grant This is divided into two, namely:
   a) Formal grant: A grant in the form of a notarial deed regarding immovable property except land in the form of a deed from a Land Deed Making Officer (PPAT).
   b) Material Grants: all gifts based on generosity that benefit the grant recipient and are not tied to a particular form.
2) Grants due to wills are handed over to the grant object after the testator dies.

A gift from a will is a way for the owner of assets during his lifetime to express his final wishes regarding the distribution of his inheritance to new heirs. A will is valid after the heir dies. Granting can be done by the heir alone or in the presence of a Notary, based on the will. The Notary listens to the last words, witnessed by two witnesses; this way, the grant of will can be obtained in the form of a notarial deed and is called a will or testament. In this case, the Notary can advise the testator to ensure that the will deed complies with the established rules, preventing the deed from being legally invalid.

As outlined in the Civil Code, the inheritance law governs testamentary grants. This is outlined in Book II, Chapter XII, which covers the general provisions regarding

wills, the ability of individuals to create a will or benefit from one, the forms of wills, the appointment of heirs, testamentary gifts, revocation, and the termination of wills. Article 875 of the Civil Code emphasizes the definition of a will, stating:

"A will or testament is a deed that contains a person's statement about what he wants to happen after he dies. And can be revoked again."

The Grant will regulated in provision Chapter 957 Civil Code, that is:

"A testamentary gift is a special testamentary determination, by which the person bequeaths to one or more people several goods certain from treasure his inheritance or giving him goods of a certain type, such as, all his movable or immovable goods or giving him usufructuary rights over all or part of his inheritance."

Article 931 Civil Code says that in making a will or grant, a will can do with 3 (three) methods that is :

1) Testamen Confidential (good)
2) Testamen No confidential (good)
3) The written testament (holographic) is usually confidential or not confidential.

In these three testaments, the intervention of a notary is required. The Secret Testament (geheim) stipulates that the testator must write it himself or can also ask someone else to write the last will, which he must then sign. Granting a will involves specific formal and material legal conditions that must be met for it to be considered legitimate. The formal terms relate to the form and process of making a will, while the material conditions pertain to the content and purpose of the testamentary gift.

1) Condition Legitimate Formal Grant Will:
   a) Maker will must Healthy reason Budi:
      The testator must be able to think and make decisions for himself, not in a state of impaired memory or insanity.
   b) A will is made legitimately:
      A will must be made according to applicable legal provisions, for example, by means of a holographic deed (written by one's own hand), a public deed, or a secret deed.
   c) The will must be load grant:
      The will must clearly state the object to be donated and the identity of the recipient of the gift.
   d) The testator does not in condition in lower guardianship except in the event of bankruptcy.
2) Validity Requirements Material Grant Will:
   a) Grant must done free of charge:
      The granting of grants must be voluntary and without compensation or other conditions.

b) Grant object must clear:

The object of the grant must be identified so as not to cause confusion or dispute.

c) Grant recipients must There is And Still life:

The beneficiary must exist and be alive when the testamentary gift is made, although he or she may die before the will is executed.

d) The grantor may not cancel the grant:

Testamentary grants cannot be withdrawn by the grantor after the grant. will made, except with agreement grant recipient .

e) Expert approval inheritance:

The legal heirs need approval if a testamentary gift is given to someone not an heir.

In this case, the plaintiff (LAY TJIN NGO) has been married to SUMITA CHANDRA (ALM), as proven by marriage certificate No. 837/1970 dated September 10, 1970, which the Service Population and Civil Records of DKI Jakarta issued. From this marriage, they have three children. On July 25, 2014, SUMITA CHANDRA (ALM) came alone to create testament deed Number 24, in healthy condition, and faced the DEFENDANT (CAMELINA SH), as is customary, officially making a deed that shows the documents needed for creating the testament. The deed of testament made reflects the will of SUMITA CHANDRA (ALM) to distribute her assets. The assets Sumita Chandra (deceased) obtained as the testator were joint assets from her marriage to Lay Tjin Ngo (plaintiff).

Position joint property in the marriage setup. In the Marriage Law as positive law in Indonesia, husbands and wives have an obligation to protect property together. Joint assets can be used as collateral by one party with the other party's agreement, and no one is allowed to sell or transfer joint property without mutual consent. If a divorce occurs, then the joint property must be divided equally.

The spouse has the right to the assets in their possession. In this case, the husband has the right to create a Will that pertains to joint assets executed after his death, provided that making the Will does not violate the valid requirements of the agreement stipulated in Article 1320 of the Civil Code. This includes the existence of an agreement between the parties involved, the capacity of each party to enter into a contract, identifiable subject matter, and a lawful cause (causa).

The Plaintiff's husband, Sumita Chandra, died on October 20, 2015, at the Royal North Shore Hospital, Westbourne Street, St. Leonards, Sydney, Australia, and was cremated on October 23, 2015. After the Plaintiff's husband died, she discovered that during his life, her husband, Sumita Chandra (deceased), had, to the best of her knowledge and without her agreement, made a Deed of Testament No. 24 dated 07-25-2014 at Notary

KAMELINA, SH (Defendant). Based on this Testament, the Plaintiff's husband, Sumita Chandra (deceased), has bequeathed assets (testamentary gift).

Power Plaintiff's Law is in position and in the petition. The lawsuit requests matters not stated in the power of attorney, specifically regarding joint property (gono gini) between Plaintiff and Plaintiff's late husband, Sumita Chandra. Therefore, the Plaintiff's lawsuit is formally flawed and must be declared unacceptable. The main point of the Plaintiff's lawsuit is to request the revocation of Will Number 24, dated July 25, 2014, made by the Defendant as a notary, along with all legal consequences.

After examining the considerations of the Judex Facti based on the objections of the Applicant for Cassation in the cassation memorandum received on August 21, 2018, the response of the Respondent for Cassation in the counter-cassation memorandum received on August 21, 2018, and September 28, 2018, as well as the response from the Respondent in Cassation IV, which was received on October 29, 2018, it was determined that the Judex Facti's decision of the DKI Jakarta High Court in this case did not conflict with the law and/or Constitution. Therefore, the cassation application submitted by the Applicant for Cassation, Lay Tjin Ngo, must be rejected in this decision. The judge believed that Lay Tjin Ngo's cassation application should be dismissed.

In the author's opinion, by the applicable law concerning community property, a testament (will) made by a husband or wife while the spouse is still alive requires the surviving spouse's consent. This pertains to the regulations regarding community property as outlined in Chapter 36, Paragraph (1) of Act No. 1 of 1974 concerning Marriage, which states: "regarding joint property, husband and wife can act with the consent of both parties."

The treasure, which consists of riches given in whole or in part by the Plaintiff's husband, Sumita Chandra (deceased), to Co-Defendants I, II, III, and IV, as mentioned in number 5 above, is a joint property of Sumita Chandra and the Plaintiff. Therefore, according to the law, the legal act of the Plaintiff's husband, Sumita Chandra (deceased), is invalid because the Plaintiff has no consent as a spouse.

In testament number 24, dated July 25, 2014, there is the will of the late SUMITA CHANDRA, which includes, among other things, the following:

"After the contents of this testament are opened there are recipient parties testament Which other feel object For to give the Building Use Rights land plot Number 10643/Sunter Agung to my illegitimate child, Miss KELLY TANIA for the whole portion or 100 % (one hundred percent) on the grounds that the Building Use Rights land plot Number 10643/Sunter Agung is owned by Mr. SUMITA CHANDRA formerly named TJHAN PAK TJOEN for a portion of 1/2 (half) or 50 % (fifty percent) and the other 1/2 (half) portion or 50 % (fifty percent) is the right of my wife named Mrs. LAYTJIN NGO, born in Jakarta, on seven twelve June one thousand nine hundred four tens eight (17-06-1948), Indonesian citizen, housewife, residing in Jakarta, Danau Agung 111/EI/14, Neighborhood Association 001, Citizens Association 016, Sunter Agung Village, Tanjung Priok

District, North Jakarta, holder of the Republic of Indonesia Resident Identity Card of the Special Capital Region of Jakarta Province, North Jakarta dated February 6, two thousand and twelve (06-02-2012) Number 3172025706480004, so that the rights of Mr. SUMITA CHANDRA formerly named TJHAN PAK TJOEN amounting to 50 % (fifty percent) do not want to be given to my illegitimate child, Miss KELLY TANIA, then the portion for my illegitimate child, Miss KELLY TANIA which is 50 % (five percent) tens percent) earlier taken from right, Which I have Now amounted to 50 % (fifty percent) of the Building Use Rights land area Number 10643/Sunter Great the or as wide as 625 m2 (six hundred and twenty-five square meters) and added to 312.5 m2 (three hundred and twelve point five square meters) from the Building Use Rights land plot Number 10.404/ Sunter Agung and added Again with 312.5 m2 (three hundred two twelve 98 point five square meters) of Building Use Rights land area Number 10.405/Sunter Agung, so that the child out of wedlock, Miss KELLY TANIA will still receive a share of 625 m2 (six hundred two tens five meters rectangle) + 312.5 m2 (three one hundred and twelve point five square meters) + 312.5 m2 (three hundred and twelve point five meters square) or total all in all as wide as 1,250 m2 (one thousand two hundred and fifty square meters)".

According to the Law Book on Civil Law, illegitimate children do not automatically inherit from their biological father. However, they can still receive gifts or bequeaths from their parents, even though they lack legal inheritance rights from their biological father. Legal provisions for gifts and wills stipulate that if a grant is given to non-heirs, approval from the heirs is necessary. In the creation of this testament, SUMTA CHANDRA presents herself before DEFENDANT (CAMELINA SH) without the agreement of the married couple (Lay Tji Ngo), who is one of the legal heirs, rendering this testamentary deed formally defective and invalid.

However, if reviewed based on the provisions of Article 875 and Article 930 of the Civil Code, a deed of testament can only be made by one person. This is because the nature of the will is personal and confidential. The elements of the will that are personal and confidential are unique to each will, meaning there is no requirement or need for approval from other parties. The Defendant's actions in creating the will were in accordance with the provisions of Chapter 875 and Chapter 930 of the Civil Code. Specifically, the deed of testament made by the late SUMITA CHANDRA was executed in the presence of the Defendant, in line with her last wishes, and solely by the late SUMITA CHANDRA. Therefore, the Defendant prepared the deed of testament in accordance with the provisions of Article 875 and Article 930 of the Civil Code.

In the lawsuit, the Plaintiff (Lay Tji Ngo) confused the lawsuits Gono Gini with unlawful acts, which is evident in the description that includes treasure as a subject of the lawsuit. Additionally, the lawsuit addresses actions against the law regarding the cancellation of deed testament No. 24, dated July 25, 2014, made by the DEFENDANT. It clearly outlines the arrangement of treasure, which is governed by Article 35, paragraph 1 of the Marriage Law that states: "property acquired during marriage becomes joint property."

Additionally, regarding the decision about marriage in cases of death, Article 38 of the Marriage Law stipulates that a marriage can be terminated due to death, divorce, or by court decision. The legal regulation clarifies that claims for jointly held property can only be made after the dissolution of marriage resulting from a divorce lawsuit, as one party's claim holds permanent legal force.

Due to SUMITA CHANDRA's death, there is no need for a lawsuit or determination regarding joint assets as referenced by the PLAINTIFF in the previous lawsuit. However, it is within SUMITA CHANDRA's authority to leave treasure as inheritance or decide on the inheritance of expertise. "To fulfil the condition of a formal lawsuit, the argument lawsuit must be clear and clear or firm (dual) (Chapter 118 paragraph (1) HIR, Article 120 HIR, and Article 121 HIR in conjunction with Article 8 RV). So in this case there is a conflict of rules between Law No. 1 of 1974 concerning marriage which regulates joint property with the Civil Code, especially regarding Article 875 and Article 930 of the Civil Code."

3.2 Notary's responsibility for deeds of gift or will without consent partner marry based on decision supreme court number 2979 K/Pdt/2019.

Based on Article 1 number 1 of the Notary Law, a notary is a public official who is authorized to make authentic deeds and other powers as referred to in the law. Then according to Article 1 number 7 of the Notary Law, an authentic deed is a deed made by or before a notary according to the form and procedures stipulated in the laws and regulations. According to Sudiko Mertokusumo, the term authentic has three essential elements, namely:

a. A deed made in a form determined by law.
b. Act Which made in in front official Which authorized.
c. Act Which made by authority in where place the deed was made.

Based on Article 15 of the Notary Law, the authority of a Notary in carrying out his/her position as a public official is as follows (Notary Law Article 15):

> *"A notary has the authority to make authentic deeds regarding all acts, agreements and determinations required by regulations. legislation and/or Which wanted by those whose interests are stated in the authentic deed, guarantee the certainty of the date the deed was made, store the deed, provide grosses, copies and quotations of the deed, all of this as long as the making of the deed is not also assigned or excluded to official other or person other Which determined by law.*

Referring to Article 15 paragraph (1) of the UUJN, a notary is a public official who makes a deed authentic only record in a way written will from the heir who makes a testamentary deed (testament act).

However, by returning to look at Article 15 paragraph (2) letter e UUJN, a Notary should provide legal counseling related to making a will that violates the provisions of

statutory regulations. Given that the existence of a deed of gift of will is essential, it needs to be made in the form determined by the Constitution so that its strength law Is perfect. This letter information inheritance Is made in the form of an authentic deed. If A Notary Public neglects not quite enough the answer, If the making of a will is expressly stipulated in the Notary's position regulations, he is obliged to pay compensation, interest, and costs to interested parties if For There is reason. The authority of the law is attributively outlined or derived from the division of state power by the Constitution. Attributive Authority is an authority that comes from the Law. Notary Public's own role important as an independent party must not take sides, and must pay attention to the interests of all parties involved to provide legal certainty and guarantees.

A Notary is a representative country responsible for the government And a responsible answer to the profession of a Notary. Notary responsibilities include:

1) Not quite enough Answer Moral

In this case, a Notary must be obedient and loyal to the state and respect and obey all existing rules, respect all court officials and other officials, carry out his/her duties honestly, carefully and impartially, comply with all regulations for the notary office that are currently in effect or will exist, keep the contents of the deed strictly confidential by the provisions of the rules, to obtain a direct or indirect appointment with any name or excuse, never give or promise anything to anyone. So in this moral responsibility, a notary is responsible to the community.

2) Responsibility to Code Ethics

In the responsibility of the code of ethics, a notary must behave in a way professional own personality good and uphold the dignity of the notary's honor and are obliged to respect colleagues and mutually protect and defend the honor of the good name of the corps or organization. As a professional Notary Public, He is responsible for the profession he/she practices, in this case, the professional code of ethics.

It is further explained that a code of ethics is a guide, guidance, moral or ethical guideline for a particular profession or is a list of obligations in carrying out a job. A profession compiled by member the profession itself and binds them in practicing it. It can be concluded that the Code of Notary Ethics provides guidance, direction, and moral or ethical guidelines for Notaries, both as individuals and as public officials appointed by the government to provide services to the general public, especially in the field of doing deeds (Liliana Tedjosaputro, 1995).

3) Responsibility Law

Apart from being morally and ethically responsible, a Notary Public Also must answer in a way law. The responsibilities of a Notary in law include:

4) Criminal Responsibility

The largest part of employee criminal liability is regulated in Book Law—Invite Law Criminal (KUHP), namely in Book II Title XXVIII articles 413-437 concerning

crimes of office and Book III Title VIII articles 552-559 concerning violations of office. A violation of office does not mean a violation of the rules of office but rather a number of criminal acts stated in the Criminal Code.

5) Responsibility Civil

Civil liability is the employee's responsibility for losses that can be valued in money caused by him in carrying out his duties, whether the loss is to the government itself or to a third party.

6) Administrative Responsibilities

Administrative responsibility is the responsibility of employees who do not fulfill their obligations in the service. Officials placed in lower discipline positions. Violation of job discipline can result in job punishment, even termination from a position. Regulation discipline is a regulation that imposes musts, prohibitions, and sanctions if obligations are not followed or prohibitions are violated.

So, if a notary neglects his responsibilities in carrying out his official duties, he must be morally, ethically, and legally responsible to society. This is even stated in Chapter 65 UUJN, which states: "Notary, Notary Public Replacement, Notary Public Replacement Special, and the Temporary Notary Officer is responsible for every deed he makes even though the Notary Protocol has been submitted or transferred to the party keeping the Notary Protocol."

Due to the negligence of the Notary, he can be subject to sanctions by Articles 84 and 85 of the UUJN, which regulate that action violation done by a Notary or a deed becomes legally void and becomes a reason for the party who suffers a loss to demand costs, compensation and interest from the Notary or also based on Article 7 paragraph (2) of the UUJN, the Notary can be subject to sanctions in the form of:

a) Warning written;
b) Temporary suspension ;
c) Dismissal with respect; or
d) Dismissal with No respect.

When SUMITA CHANDRA made the deed of testament Number 24 dated 25-07-2014, she was in good health and came to meet the DEFENDANT as it was appropriate and formal to create a deed. She also showed the required documents. in making deed testament the. And as Notary Public, DEFENDANT based on the formal truth of the conditions that must be fulfilled by the person appearing, and this was fulfilled by SUMITA CHANDRA, where the person concerned did it himself and brought as well as showed all required documents in a state of awareness without coercion from any party.

As explained in As explained in deed Testament No. 24 dated 25- 07-2014 the, indeed, Defendant (as NOTARY) already knows exactly that the assets were allocated/ given (requested) by the Plaintiff's husband, Sumita Chandra (deceased) to Participate

Defendant I, Participate Defendant II, Participate Defendant III, And Participate Defendant IV as meant on number 5 in on is treasure together between Sumita Chandra (late) with the Plaintiff. However, Defendant still did a deed of Testament No. 24 dated 25-07-2014 without any approval (letter of acceptance) from Plaintiff. as the party Which owns interest law with assets allocated/given (bequeathed) by Plaintiff's husband, Sumitha Chandra (deceased). Article 16 Paragraph (1) Letter a Law no. 30 of 2004 concerning the Position of UNTU Notaries as amended by Law no. 2 of 2014 states that:

"In carrying out his/her duties, a Notary is obliged to act Honest, carefully, independently, impartial, And guard interest party Which related to legal acts."

Defendant's actions in continuing to make (create) Deed of Testament No. 24 dated 25-07-2014, even though there was no approval from Plaintiff as the wife/partner of Sumita Chandra (deceased) constituted an act that was unfair and caused losses for Plaintiff as the wife of Sumita Chandra (deceased) who was entitled to a portion of the from treasure together Sumita Chandra (aim) with the Plaintiff and is contrary to the provisions of Article 16 paragraph (1) Letter a of Law no. 30 of 2004 concerning Notary Positions as has changed with Act No. 2 Year 2014.

Because the making of the Deed of Testament No. 24 dated 25-07-2014 at Notary KAMELINA, SH (Defendant) did not fulfill the requirements stipulated in Article 36 paragraph (1) of Law No. 1 of 1974 concerning Marriage and Article 16 paragraph (1) Letter a of Law No. 30 of 2004 concerning Positions. Notary Public as has changed with Act No. 2 of 2014, it is clear and proven that the deed of testament No. 24, dated 07-25-2014 in Notary Public KAMELINA, SH (Defendant), contradictory with Constitution, Which therefore, according to law, results canceled for the sake of law and is considered to have never existed. Deed of Testament No. 24 dated 25-07-2014, which was made by Notary Public CAMELINA, SH (Defendant) contrary to the law, it is thus proven that Defendant has committed an unlawful act, namely in the form of doing a deed that is contrary to the law and has caused losses to the Plaintiff.

In carrying out his duties and positions for the creation deed, According to Constitution Position Notary Article 6, Notary is responsible for every deed he makes. If a Notary Public violates or is negligent can be subject to Administrative Sanctions; if there is a lawsuit from the parties, they can be held accountable in the form of civil, criminal, or administrative. Civil liability is carried out if there is a loss, and the Notary must compensate the parties. Criminal liability is because the notary is an official according to the Constitution, which, in his work, follows the parties' orders.

IV. CONCLUSION

The legal validity of a deed of grant created by a Notary Public can be viewed through the lens of joint property concerning a testament (will) made by a husband and wife while one partner is still alive. In the author's opinion, in line with applicable laws regarding joint property, the testament (will) made by the husband or wife while the partner is still alive should require the consent of the surviving partner. This refers to community property regulations, specifically Chapter 36 Paragraph (1) of Act No. 1 Year 1974 regarding Marriage. If the deed of testament violates several applicable provisions and breaches the formal conditions for testamentary grants, the deed is considered invalid. In creating the Deed of Testament No. 24 dated 25-07-2014, Notary KAMELINA, SH (Defendant) did not fulfill the specified requirements in Chapter 36 paragraph (1) Act No. 1 Year 1974 regarding Marriage and Article 16 paragraph (1) Letter a of Law No. 30 of 2004 concerning the Position of Notary Public, as amended by Act No. 2 of 2014. It is clear and proven that the Deed of Testament No. 24 dated 25-07-2014 at Notary KAMELINA, SH (Defendant) is contrary to the law; therefore, according to the law, it is canceled for the sake of legality (And considered No Once there is), resulting in losses for the plaintiff. Consequently, due to her actions, Notary KAMELINA SH (Defendant) must face administrative sanctions by compensating the plaintiff.

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