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Juridical Review of Cancellation of Notary Deed

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ABSTRACT

The purpose of this study is to determine the factors causing the cancellation of a notary deed and to know the responsibilities of a notary on the cancellation of the deed. The research method uses descriptive methods to explain, describe, and describe in accordance with the problems that are closely related to this research, and comparative methods to find similarities and differences of opinion by experts to be used as a comparison. The results of the factors that cause the notary deed to be canceled, namely when the notary is proven to have committed a violation such as an unlawful act, for example in the making of a deed there is an element of coercion from the notary for one party to sign the deed, not reading the deed before the parties and other deed-making formal requirements are violated. by a notary. If it is proven, the notary must provide compensation to interested parties or who feel aggrieved for the deed made by the notary and the notary's responsibility for the canceled deed if one of the parties has defaulted and the notary has fulfilled the formal requirements for making the deed, the notary is not responsible or cannot be charged for the cancellation of the deed. But if the deed is canceled by the judiciary due to the negligence of the notary, then there are two sanctions that can be imposed on the notary, namely criminal sanctions and civil sanctions. Criminal sanctions are not regulated in the Notary Position Act, so that if there is a criminal violation such as the parties providing false information and the notary because of his negligence in pouring the false information into the deed, the notary can be subject to criminal sanctions contained in the Criminal Code. While civil sanctions that can be imposed on a notary is to compensate the parties who feel aggrieved by the deed he made. Compensation that can be borne by a notary in the form of material compensation or real and immaterial compensation or no compensation.

Keywords: Notary, Deed, Civil, law, Constitution.

1. INTRODUCTION

Pancasila as the basis of the state makes Indonesia a state of law and the 1945 Constitution of the Republic of Indonesia has guaranteed certainty, order and legal protection for every Indonesian citizen. One form of providing certainty, order, and legal protection is the existence of authentic written evidence made by or before a Notary. Notaries are public officials authorized to make authentic deeds and other authorities (Article 1 (1) Law Number 2 of 2014 concerning Notary Positions) (Sasauw, 2015).

Notaries are not civil servants. Notary is a public official who is only authorized to make an authentic deed regarding all actions, agreements and stipulations required by a general regulation or by interested parties who are required to be stated in an authentic deed, guarantee the certainty of the date, keep the deed and provide grosse, copies and the quote, all of which are as long as the deed by a general regulation is not assigned or excluded to other officials or people (Handayani, 2019). Notary positions may not be concurrent with the positions of regional head

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governors, judges, heritage halls, pokrol advocates (Notary regulation article 10) (Chandranata, 2021).

As in general, an agreement creates an engagement. With regard to agreements made by interested parties, it is inseparable from the unique culture of the Indonesian nation (Pohan et al., 2021). The principle of mutual trust is firmly entrenched in the minds of the people. When they enter into an agreement, this is evidenced by the binding of an agreement verbally and witnessed by only a few witnesses. Over time, this culture can no longer be used as a guide in making agreements, because it has many weaknesses when there are disputes between parties (Irmawati, 2019).

To overcome this, it is necessary to have legal protection and certainty for the parties to the agreement. The role of the notary as a public official appointed by the minister or appointed official is getting bigger due to the increasing number of people making agreements or engagements. This happens because the notary has the authority to make an authentic deed that is able to provide protection to the parties making the agreement. The law states that a notary is a public official who is mandated to make an authentic deed, because the deed made by a notary has perfect evidentiary power, due to the authentic nature of the deeds he made (Yulianti & Anshari, 2021).

Notary is a public official authorized to make authentic deeds and other authorities. Notary is a profession that is motivated by special skills taken in a special education and training, this requires a notary to have extensive knowledge and responsibility to serve the public interest. Notaries in carrying out their duties must uphold and uphold the dignity of their profession. In serving the public interest, notaries are faced with various kinds of human characters and different desires from the parties who come to the notary to make an authentic deed or just legalize it as written evidence of an agreement he made.

2. RESEARCH METHOD

This type of research uses a qualitative type of research method, namely by using a problem approach through a statutory approach. The sources and data collection used in this study are normative. The analysis used in this study, researchers used descriptive analysis method. to explain, describe, and describe in accordance with the problems that are closely related to this research, and comparative methods to look for similarities and differences of opinion by experts to be used as a comparison.

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3. RESULTS AND DISCUSSION

Factors Caused Cancellation

The development of the involvement of the role of a notary in business activities and other activities in Indonesia is increasing from year to year in line with the progress and development of business activities in Indonesia (Soesilo & Pratama, 2022). This is due to the desire and awareness of the Indonesian people towards the importance of obtaining legal protection and certainty in order to prevent and anticipate disputes in the future. Notaries are faced with the fact that they are not only required to record and legalize, and make deeds for the benefit of the parties who want them, but also to provide fair legal advice, especially regarding the deeds they have made to the parties in connection with the legal actions they wish to record, legalize and make the deed before a notary.

Notaries are also faced with the problem of creating laws in resolving problems that may arise or already exist between the parties, so that a satisfactory solution is obtained for the parties. In carrying out such a task, professionalism is needed in formulating the wishes of the parties and while maintaining a position as neutral as possible from the possibility of taking sides with the interests of one of the parties. In carrying out these duties, notaries are regulated by a code of ethics for the position of a notary. However, a notary sometimes accidentally makes a fatal mistake in his deed, which in the end results in the defect of the deed made so that the deed can be canceled by the court. There are several factors that cause the deed to be canceled, for example because the notary does not read the deed in front of the parties, there is an element of coercion to sign a deed and there are other formal requirements that are not fulfilled.

Deed Not Read

In carrying out its duties, the notary is obliged to explain what is contained in the deed. The notary deed has truly been understood and understood and in accordance with the will of the parties, namely by reading out the deed so that the contents of the deed are clear to the parties. Thus, the parties can freely determine whether to agree or disagree with the contents of the deed to be signed. This action must be carried out by a notary in carrying out his authority in making authentic deeds, especially deeds involving the interests of rights and obligations reciprocally by providing personal benefits. For example, the deed of sale and purchase agreement, lease, acknowledgment of debt with exchange guarantees and the distribution of joint property (Maria, 2020). The obligation to read the deed may not be carried out as long as the appearers requesting the deed not to be read out because the parties have read it themselves, know and understand its contents as explained in Article 16 paragraph (7), that reading the deed is not mandatory if the appearer wants the deed not to be read because the appearer has read it himself, knows and

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understands the contents provided that it is stated in the closing of the deed and on each page of the minutes of the deed initialed by the appearers, witnesses and notaries (Soesilo & Pratama, 2022). Reading the deed to signing is an integral part of the inauguration of the deed where before the deed is signed, the deed is read before the parties concerned, then the deed is signed by presenting two witnesses. This is the obligation of a notary as described in Article 16 paragraph (1) letter I of Law Number 2 of 2014 concerning the Position of a Notary, that read the deed before the appearer in the presence of at least two witnesses and signed at the same time by the appearer, witnesses and notaries.

The consequence implemented by the Law on Notary Positions is the degradation of the deed into a private deed or the deed will lose its authenticity. This will have an impact on legal protection and certainty that is detrimental to the parties themselves, where the authentic deed is no longer a perfect evidence but only as evidence of an underhand deed, as explained in Article 16 paragraph (8) of the Law. Number 2 of 2014 concerning Notary Positions, namely if one of the requirements as referred to in paragraph (1) letter 1 and paragraph (7) is not fulfilled, the deed in question only has the power of proof as an underhand deed.

The affirmation of the provisions of Article 16 paragraph (1) of Law Number 2 of 2014 concerning Notary Positions has emphasized the process of inaugurating the deed from reading to signing the deed which must be done before a notary. In fact, when a notary cooperates with several banks and financial institutions, where the notary is domiciled to make a fiduciary guarantee, the binding often occurs on the same day and time.

There is an element of coercion to sign the deed

Substance of the notary deed is a formulation of the statement of the wishes of the parties presented before a notary. The notary cannot force his wishes or opinions to be followed by the appearers, but the notary is obliged to provide an explanation from a legal point of view. If the notary's suggestion is approved by the appearers and then poured in the form of a deed, then it is the wishes of the appearers themselves, not the wishes or statements of the notary (Andriany, 2016). Based on the substance of the deed, there is a declarative notarial deed and a constitutive notarial deed.

The signing of the deed is proof that the deed is binding on the parties so that signing is an absolute requirement for binding the deed. Affixing the signature is one of a series of inauguration of the deed (verlijden). The signature is done at the bottom of the deed, on the blank part of the paper. The signing of the deed must be stated expressly in the deed section as explained in Article 44 paragraph (1) of Law Number 2 of 2014 concerning the Position of a Notary which reads:

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Immediately after the deed is read, the deed is signed by each appearer, witness and notary, unless there is a appearer who is unable to affix his signature by stating the reasons.

The implementation of the provisions regarding the time of signing the deed by the appearers, witnesses and notaries if it is carried out at a time that is not at the same time between the appearers and witnesses and the notary is usually due to the busy work of the appearers where the appearers find it difficult to find the same time to be present before the notary. Another reason is that there is mutual trust between the appearer and the notary where the notary and the appearer have long cooperated in work related to the making of deeds, such as cooperation between a notary with a bank and a notary with other companies.

The signing of the deed that is not concurrently by the parties is indeed a dilemma and poses a risk for the notary. Therefore, the notary tries to bring the parties together at the time of signing the deed in various ways, such as delaying the execution of the signing of the deed where this delay is carried out until the parties have reached an agreement on the time for the signing. In this case, the notary does not limit how long the delay in the signing will be carried out by the appearers, and the signing of the deed that does not coincide with this time is possible as long as it is carried out on the same day and date, with the aim of not diluting the date and time of the deed where the time notary ranger affixes his/her signature as soon as the last appearer signs his/her signature.

In addition to considering the existing rights and obligations of each party in the agreement. Another thing that arises is the risk that occurs to the notary where the parties may deny the deed to the signing of the deed. In practice, a deed made before a notary is an authentic deed and does not need to be proven by a judge. The obligation of proof is left to the party who denies the deed. As long as the deed is presented before the court as evidence, then the deed remains as evidence that really has an authentic nature. The implementation of the signing of the deed not simultaneously between the parties is carried out by a notary on a casuistic basis. Cases in which one of the parties does not have a problem, such as the signing of the Power of Attorney for Imposing Mortgage Rights (SKMHT) and deeds where the parties have agreed and agreed that the deed was not signed simultaneously between them. If the appearers have not found the right time, then there are two actions taken by the notary. Pertamina, the notary who asked the appearers to make a letter of agreement that the appearers agreed and agreed to sign the deed not simultaneously in the presence of witnesses and a notary. Second, ask one of the presenters who is unable to attend to make a power of attorney for someone to attend and sign the agreed deed.

If the appearer is unable or unable to affix his signature on the deed, then the information regarding the reasons for being unable or unable to be stated is expressly stated by the notary in the deed.

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Meanwhile, if the appearer is unable to put his signature on the ranger because he cannot read or write, then the person in question can give his thumbprint. The thumbprint is not a signature but a sign. Giving the thumbprint must also be stated in the deed.

According to the author, the reason why the presenters could not be present at the time of the signing was understandable because the current situation required fast-paced thought and movement and precious time. It is difficult to bring together the same time between the appearers, which needs to be considered in the signing of the deed that is not simultaneously by the appearers before witnesses and a notary is the legal consequence of the action, where the deed made can be a deed under the hand or a deed canceled for the sake of law and can be a reason for parties who suffer losses to demand compensation for compensation costs and interest from a notary.

The agreement that exists between the parties in an agreement is one of the conditions for the validity of the agreement as stipulated in Article 1320 of the Civil Code, namely the existence of an agreement, the ability to make an engagement, the existence of a certain thing and the existence of a lawful cause. An agreement is considered to have been reached if the parties accept each other what they want. The statement of will as outlined in the deed is a written statement that an agreement has occurred. The time of signing the deed by the parties before a notary becomes one of the determinants of whether a deed is authentic or not. The signing of the deed determines whether or not the contents of the agreement are binding. If in the deed only one party signs, it cannot be said that there has been an agreement between the parties. Article 1338 of the Civil Code also states that the agreement that appears binds them as a law. With the signing of the deed made by the parties before a notary, the deed becomes binding on the parties to the agreement.

The existence of formal requirements that are not fulfilled

In a sale and purchase agreement, the parties can apply a promise by using a fine, the purpose is as a warning or supervision for the parties to fulfill their promise in accordance with what is stated in the deed. Although the law adheres to the principle of freedom of contract, as a notary, you must still be careful in making the deed requested by the parties, lest the contents of the deed violate general provisions, public order, morals and so on (Aribowo, 2020). A binding made by the parties in front of a notary is generally a binding sale and purchase of land and buildings on it, here the parties must fulfill the contents of the binding because they are bound by the promises they made themselves formally.

An engagement and an agreement have a relationship that cannot be separated, because there is an engagement as a result of the birth of an agreement. The agreement is the most important source that gives birth to an engagement, in addition to other sources that give birth to an engagement, namely the law. So the engagement was born because of two things, namely the

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engagement that was born because of the agreement and the engagement that was born because of the law. For the validity of an agreement, there are 4 legal requirements based on Article 1320 of the Civil Code, namely the existence of an agreement, the ability to make an agreement, the existence of a certain thing and the existence of permissible causes.

Cancellations regarding the issue of not fulfilling the legal requirements of an agreement as mentioned above are classified into two categories, namely subjective conditions and objective conditions. Subjective conditions include the agreement of those who bind themselves and the ability to make an agreement. While the objective conditions include the existence of a certain thing and permissible causes. Failure to fulfill subjective conditions causes an agreement to be canceled or a cancellation can be requested by one of the parties, while the non-fulfillment of objective conditions causes an agreement to be null and void immediately or the agreement is considered to have never existed. and the purpose of the parties entering into the agreement to create a legal engagement has failed. Thus, there is no basis for the parties to sue each other in front of a judge.

Canceled by law, apart from the non-fulfillment of objective elements, the law also formulates concretely every legal act, especially a formal agreement, which requires the formation of an agreement in the form determined by law, and if it is not fulfilled then the agreement is null and void by law or does not have the power of proof (Sasauw, 2015). In an agreement that is classified as a formal agreement, the non-fulfillment of legal provisions regarding the form or format of the agreement, how to make an agreement or how to ratify an agreement as required by laws and regulations results in the agreement being null and void. Legal experts provide the definition of a formal agreement as an agreement that is not only based on the agreement of the parties, but the law also requires certain formalities that must be fulfilled so that the agreement is valid by law.

The cancellation of the deed according to Article 1266 of the Civil Code can be concluded that there are three things that must be considered as a condition for the cancellation of an agreement, namely the agreement must be reciprocal, the cancellation must be done before a judge and there must be a default. An agreement can be requested for cancellation to the judge in two ways, namely in an active way, namely demanding the cancellation of the agreement in front of the judge and by division, namely waiting until it is sued before a judge to fulfill the agreement and then submitting reasons for the lack of the agreement (Tjukup et al. , 2016).

Thus contrary to the essence of the notary deed, if the notarial deed made at the will of the parties is canceled by a court decision, without any lawsuit from the parties mentioned in the deed to cancel the notary deed. Cancellation of a notarial deed can only be done by the parties

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themselves. The notary deed contains information, statements of the parties and is made at the will or request of the parties, and the notary makes it in a form that has been determined by law and also a notary who is not a party to the deed, the inclusion of the name of the notary in the deed because of the order of the law. Canceling a notarial deed means outwardly not acknowledging the deed, thus the deed is not a notarial deed. The outward assessment of the notary deed is not a notarial deed, it must be proven from the beginning to the end of the notary deed there are no requirements regarding the form of the notary deed. If it can be proven that the notarial deed does not meet the requirements as a notarial deed, then the deed will have evidentiary value as an underhand deed, whose proof assessment depends on the recognition of the parties and the judge.

Criminal and civil cases of notary deed are always disputed from the formal aspect, especially regarding:

a. The certainty of the day, date, month, year and time of day.
b. The party (who) appears before the notary.
c. Facing signature.
d. The copy of the deed does not match the minutes of the deed,
e. There is a copy of the deed, without the minutes of the deed being made.
f. The minutes of the deed are not signed in full, but the minutes of the deed are issued.

Criminal cases related to the formal aspects of a notary deed, investigators, public prosecutors and judges will include the notary having taken legal action:

1. Making a fake/falsified letter and using a fake/falsified letter (article 263 paragraph (1), (2) Criminal Code).
2. Doing counterfeiting (Article 264 of the Criminal Code).
3. Ordered to include false information in an authentic deed (Article 266 of the Criminal Code).
4. Doing, ordering to do, participating in doing (article 55 in conjunction with article 263 paragraphs (1) and (2) or 264 and 266 of the Criminal Code).
5. Assist in making fake/falsified documents and using fake/forged letters (article 56 paragraphs (1) and (2) in conjunction with article 263 paragraphs (1) and (2) or 264 and 266 of the Criminal Code).

The notary is obliged to guarantee the certainty of the day, date, month, year, and time of meeting listed or mentioned at the beginning of the notarial deed, as evidence that the parties appear and sign the deed on the day, date, month, year and time stated in the deed and all the manufacturing procedure has been carried out in accordance with the applicable legal rules in this case the Notary Position Act. If the parties in the deed feel that they appear before a notary and

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sign the deed before a notary at a time they believe to be true, but it turns out that the copies and minutes of the deed do not match the reality they believe in, then the party concerned shall take action to deny the certainty of the day, date, month, year. and hit the face stated in the deed (Zougira, 2017). In this regard, evidence is needed from the party who made the denial and the notary concerned. If such a crime is categorized as a crime, then the notary is qualified to commit a criminal offense under Articles 263, 264, 266 jo 55 or 56 of the Criminal Code. In proof, if the notary can prove that the parties who appear and sign the deed on the day, date, month, year and time are in accordance with the copy and minutes of the deed, then the notary can be released from prosecution. In addition, if in the evidence there are parties who deny the contents of the deed made by the notary, then the notary is not responsible for this because the deed made by the notary is based on information from the parties themselves.

If later it is proven that the person who appears before the notary is not the real person or the person who claims to be genuine, but the person who actually has never appeared before the notary, thus causing the actual loss of the person. Criminal liability in an incident like the one above cannot be charged to a notary, because the element of guilt does not exist, and the notary has carried out his duties according to the applicable legal rules, according to the principle of no law without errors, and no mistakes made by the notary concerned, then The notary must be free from prosecution.

In making the deed of parties or the deed of relaas, it must be in accordance with the procedures that have been determined. The notary deed only records, and makes a deed of the will, information or statement of the parties which is then signed by the parties, and in the relaas deed, contains the notary's own statement or statement on what is seen or heard virtual, while still based on the making of the deed There must also be a request from the parties.

Examination of a notary as a suspect or defendant must be based on the procedure for making a notary deed, namely:

1. Conducting an introduction to the appearers, based on their identity shown to the notary.
2. Asking, then listening and observing the wishes or wishes of the parties (question-and-answer).
3. Checking the documentary evidence relating to the wishes or wishes of the parties.
4. Provide advice and create a deed framework to fulfill the wishes or wishes of the parties.
5. Fulfill all administrative techniques for making a notarial deed, such as reading, signing, providing copies, and filing for minutes.
6. Perform other obligations related to the implementation of the duties of a notary public.

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In examining the deed made by a notary, his girlfriend must go to the procedure for making a notary deed, in this case the Notary Position Act. If all procedures have been carried out, the deed in question remains binding on those who made it before a notary. Criminalizing a notary with reasons on the formal aspect of the deed, the ranger will not cancel the notary deed which is the object of the criminal case, thus the deed in question remains binding on the parties. In civil cases, violations of the formal aspects are considered as an act of violating the law and this is done by filing a lawsuit against the notary concerned. Denial of this formal aspect must be done by the appearer himself, not by a notary or other parties.

Thus regarding the factors that can cause the cancellation of the notary deed by the court and a notary can be held accountable if the notary is proven to have committed a violation such as an unlawful act, for example in making a deed there is an element of coercion from the notary for one of the parties to sign, not reading the deed before the parties and the other formal requirements for making a deed are violated by a notary. If it is proven that the notary public must provide compensation to interested parties or those who feel aggrieved by the deed made by the notary

Notary's Responsibility for Cancellation of Deed

A notary can be held responsible if it can be proven that the notary is guilty. Accountability comes from the word responsibility. According to the Big Indonesian Dictionary, responsibility is a state of being obliged to bear everything and if something happens, it can be prosecuted or blamed.

Meanwhile, a notary is a public official who is authorized to make an authentic deed and other authorities. The responsibility of the notary in proving the deed if there is an error or mistake so that the deed he made loses its authenticity is the responsibility of the notary himself. Notaries should carry out their duties and obligations as well as possible so that the purpose of making this deed is achieved and acts as an authentic deed. Lumban Tobing stated that the notary is responsible for the deed he made, if there are reasons as follows:

a. In matters that are expressly determined by the Act, the position of a notary.
b. If a deed does not meet the requirements regarding its form (gobrek in de vorm), it is canceled before the court or is considered only valid as a private deed.
c. In all cases, where according to the provisions in Article 1365 to Article 1367 of the Civil Code, there is an obligation to pay compensation, meaning that these things must go through a balanced verification process.

A person's responsibility for what he does is of course the obligation of each individual because this is a mandate given to him for someone's protection. In this case the notary is given the authority to make an authentic deed in the sense of compiling, reading and signing and is given the

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authority to make a deed in the form determined by law according to the Civil Code and the Notary Position Act. Authentic deeds made by a notary are divided into three powers of proof, namely the power of external evidence, the power of formal evidence and the strength of material evidence.

A notary can be held accountable if a notary commits an unlawful act as stated by Moegni Djojodirdjo, namely that the term against is inherent in both nature and passive if he intentionally does an act that causes harm to other people so that he deliberately makes a movement, it is clear that the active nature of term against it. On the other hand, if he deliberately stays silent, while he already knows that he must do something so as not to harm others, or in other words, if he is passive, he has resisted without having to move his body. This is the nature of the term fight.

If the notary performs the deed at the orders and requests of the parties and the formal requirements stipulated by law in the making of the deed have been fulfilled by the notary, then the notary is not responsible. Accountability for a person's actions usually only has meaning if he commits an act that is not permitted by law. Most of them in the Civil Code are called unlawful acts (onrechtmatige daad). An unlawful act regulated in Article 1365 of the Civil Code is any unlawful act that causes harm to another person, obliges the wrong person to cause the loss, to compensate for the loss.

The notary in carrying out his profession has intentionally done an act that harms one or both parties who appear in the making of a deed and it can really be seen that something that is done by a notary is contrary to the law, then a notary can be requested liability based on article 1365 of the Civil Code (Roesli et al., 2017). As a notary whose duty is also to provide services to the community or people who need his services and ratification or making a deed, then in the deed there is a clause that is contrary to the law, causing harm to other people and the party facing does not know, then The notary's passive attitude can be subject to Article 1365 of the Civil Code.

The notary is obliged to pay compensation for the parties who feel aggrieved. The compensation given is the expected loss of profit (expectation loss). The Civil Code regulates this in article 1244, article 1245 and article 1246. Compensation consists of costs, losses and interest. The definition of cost is all expenses that have clearly been incurred by the creditor as a result of the debtor's default. Loss is the loss borne by the creditor due to default of the debtor. While interest is the loss of profits expected by the creditor against a legal relationship. Compensation that can be requested from a notary can be in the form of material compensation or real compensation and immaterial or intangible compensation.

a. Material Compensation Material

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Compensation is compensation that can be calculated with money, loss of property which is usually in the form of money, includes real losses suffered by the parties in the event of cancellation of the deed due to negligence of a notary.

b. Immaterial Compensation Immaterial

Compensation is compensation in the form of moral losses where the loss cannot be valued in money, for example fear, loss of pleasure or disability of limbs, humiliation and so on. For example, Arner bought a notebook but A didn't get the notebook even though HE had paid some money to get the notebook. If A gets the notebook, then the book can be used to write and from the results of writing A can write a novel so that it can be sold for money. Notaries who commit acts against the law do not always have to provide compensation for the immaterial losses, because the provision of immaterial compensation is very difficult to bear, and in the end it is the judge who determines the compensation suffered by the parties.

4. CONCLUSION

The notary's responsibility for the canceled deed if one of the parties has defaulted and the notary has fulfilled the formal requirements for making the deed, then the notary is not responsible or cannot be charged for the cancellation of the deed. The notary is not responsible for indemnifying the parties concerned. Notaries are also not charged with returning to their original position. However, if the deed is canceled by the judiciary due to the negligence of the notary, then there are two sanctions that can be imposed on the notary, namely criminal sanctions and civil sanctions. Criminal sanctions are not regulated in the Notary Position Act, so that if there is a criminal violation such as the parties providing false information and the notary because of his negligence in pouring the false information into the deed, the notary can be subject to criminal sanctions contained in the Criminal Code. While civil sanctions that can be imposed on a notary is to compensate the parties who feel aggrieved by the deed he made. Compensation that can be borne by a notary in the form of material compensation or real compensation and immaterial or non-material compensation

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