

Legal Certainty of Using Indonesian Language in Notarial Deeds

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Abstrak: Indonesian is the official language of the country used in various aspects of life, including in law and official documents. The use of Indonesian in notarial deeds is important because notarial deeds are legal products that have binding force. This research is entitled "Legal Certainty in the Use of Indonesian in Notarial Deeds", which aims to examine the extent to which legal certainty is guaranteed in the use of Indonesian in deeds made by notaries. Notaries have an important role in ensuring that the deeds made meet legal requirements, including the use of clear language that does not cause ambiguity. The use of Indonesian language in notarial deeds has been regulated in various laws and regulations. Law No. 24/2009 on the Flag, Language and State Emblem requires the use of Indonesian language in official state documents. Compliance with this provision aims to provide legal protection for the parties involved in the agreement or legal agreement. With this research, it is hoped that it can provide a deeper understanding of how legal certainty can be guaranteed through the use of Indonesian language in notarial deeds and its implications for legal protection for the community.

Keywords : Notary, Indonesian, Notarial Deed

INTRODUCTION

Indonesian is the official language of the country and is used as the official language in various fields of life. This is stated in Article 36 of the 1945 Constitution.¹ Therefore, products related to various aspects of life must use the Indonesian language. The use of Indonesian in daily life, especially in formal settings, needs attention from every language user. Issues such as spelling, word choice, or diction, and sentence structure are fundamental in the proper and correct use of Indonesian. Law is a field that is closely related to society.²

Law is used in society to regulate life and has been ratified by the government. It is also closely linked to language. The correct use of

Indonesian in legal products allows the public to understand and enforce the law.³ The law will not be followed by society if it leads to multiple interpretations and results in mistakes in its usage. Language in law must be understood as a means for individuals to obtain their legal rights, ensuring that justice can be achieved.⁴

Legal language is a form of language use specific to the legal field. The language used in law is a form of writing based on a convention that has been continuously employed by those involved in the legal profession, and the general public merely follows or seems to understand it. In fact, the language used in the legal field is general Indonesian. Indonesian legal language is Indonesian used in the legal field, and given

¹ Hoerudin, C. W. (2021). Implementasi Bahasa Indonesia sebagai identitas nasional dan sarana penguatan karakter masyarakat. *Kelola: Jurnal Ilmu Sosial*, 4(2), 24-31.

² Mahyudi, A. (2023). Efektivitas Penggunaan Teknologi Dalam Pembelajaran Bahasa Indonesia. *ARMADA: Jurnal Penelitian Multidisiplin*, 1(2), 122-127.

³ Joko, D. J. S., & SH, M. (2021). Pengantar Hukum Kekerasan Dalam Rumah Tangga.

⁴ Aziz, D. S., Respmuji, A., Solahudin, I., Asyifa, O. S., & Lutfiah, L. (2023). Peran Penerjemah Resmi Dalam Hukum Perdata Internasional (Studi Kasus Pt. Citra Abadi Kota Persada Melawan Mds Investment Holding Ltd). *Synergy: Jurnal Ilmiah Multidisiplin*, 1(03), 89-99.

its function, it has its own characteristics. Therefore, the principles of Indonesian legal language must comply with the rules and norms of the Indonesian language.⁵

One of the popular legal products in society is the Notarial Deed. A Notarial Deed is a proof of statement issued by a notary. Notaries are authorized by law to issue legal products required by the public. Therefore, the legal products issued by notaries are very much related to society. Public understanding of Notarial Deeds is essential for individuals to obtain their legal rights. However, attention to the use of Indonesian in the legal field, especially in Notarial Deeds, has not yet become a priority. Notaries sometimes still maintain their own distinctive style and characteristics in their expressions.⁶

International relations between countries, particularly Indonesia and other countries, are essential for making agreements, whether for state interests, state institutions, private institutions, or individuals. This has been regulated by the prevailing laws in Indonesia.⁷ The agreement deed created must comply with the laws in force in Indonesia. According to Law No. 02 of 2014 concerning Amendments to Law No. 30 on the Position of Notary (State Gazette of the Republic of Indonesia Year 2004/No.117, TLN No. 4432, LL SETNEG: 34 Pages), hereinafter referred to as UUJN, it mandates the use of the Indonesian language in the creation of notarial deeds. In Article 43 of the UUJN, it states:

- (1) The deed is made in the Indonesian language.
- (2) If the party appearing before the notary does not understand the language used in the deed, the notary is obligated to translate or explain the contents of the deed in a language understood by the party.
- (3) If the notary is unable to translate or explain, the deed must be translated or explained by an official translator.
- (4) The deed may be made in another language

understood by the notary and witnesses if the interested parties request it, as long as the law does not stipulate otherwise.

(5) If the deed is made as referred to in paragraph (4), the notary is required to translate it into the Indonesian language.

In the UUJN (Notary Public Law), deeds must be made in the Indonesian language. When a foreign national (WNA) and an Indonesian citizen (WNI) or an institution involving foreign parties, who are located within the territory of Indonesia, make an agreement, the agreement must be in Indonesian. The involvement of a notary is required in the creation of the agreement, as stated in Article 1, paragraph (1) of the UUJN, which reads:

"A notary is a public official authorized to make authentic deeds and has other powers as referred to in this Law or other applicable laws."

The Indonesian language mentioned in this article refers to the legal language of Indonesia, which in the context of notarial deeds, the author terms as "legal language." Article 43, paragraph (1) of the UUJN marks the connection between legal language and notarial deeds, stating that the notarial deed must be made using the Indonesian language, which is referred to here as "the language of notarial deeds."

The obligation to use Indonesian in deeds, agreements, or contracts is also regulated in Law No. 24 of 2009 concerning the National Flag, Language, Emblems, and Anthem (State Gazette of the Republic of Indonesia 2009 / No. 109, Supplement to the State Gazette of the Republic of Indonesia No. 5035), hereafter referred to as Law No. 24 of 2009. The requirement for the use of the Indonesian language in agreements or contracts is non-negotiable for making notarial deeds involving state institutions, government agencies, private institutions, or individuals when entering into

⁵ Khotijah, S., & Ismail, B. (2019). Kesalahan ejaan dalam penulisan artikel web IAIN Surakarta dan implikasinya pada pembelajaran bahasa Indonesia kurikulum 2013 di SMP. *Jurnal Kajian Bahasa dan Sastra. Hal*, 63-73.

⁶ Mahaputera, W. A. (2021). Perlindungan Hukum Dan Pertanggungjawaban Bagi Notaris Yang

Menjadi Turut Tergugat Terhadap Akta Yang Telah Dibuatnya. *Indonesian Notary*, 3(2), 36.

⁷ Hanifah, I. (2020). Peran dan tanggung jawab negara dalam perlindungan hukum tenaga kerja Indonesia yang bermasalah di luar negeri. *De Lega Lata: Jurnal Ilmu Hukum*, 5(1), 10-23.

agreements within the territory of Indonesia. This regulation is also established in Presidential Regulation No. 63 of 2019 concerning the Use of the Indonesian Language.⁸

Law in society functions to regulate all dimensions of societal life, which are constantly interconnected with social phenomena, including language. The role of language in the legal field is crucial, as emphasized by Mahdi, who stated: "In the legal field, language plays a very important role in the creation and enforcement of law in society. Only through language can humans understand, uphold, and enforce law within society."⁹

In line with the status of the Indonesian language as affirmed in the Youth Pledge and stated in the 1945 Constitution, and further emphasized in Law No. 24 of 2009, all legal products and legislation in Indonesia must use the Indonesian language. The same applies to agreements made by contracting parties through a Notary, also known as a notarial deed.¹⁰ However, the Indonesian language used in notarial deeds has its own distinctive characteristics, evident in the composition, terminology, and expression style. Despite its characteristics, the Indonesian language used in notarial deeds remains subject to the rules and guidelines that apply to the Indonesian language in general.

When entering into agreements or contracts involving foreign parties, Article 31, paragraph (2) of Law No. 24 of 2009 states that agreements involving foreign parties, as mentioned in paragraph (1) of the same law, must also be written in the national language of the foreign party or in a foreign language. Therefore, the use of the Indonesian language is mandatory in agreements involving Indonesian private institutions or Indonesian citizens, and agreements involving foreign parties must also

be written in the national language of the foreign party.

Herlien Budiono states, "In everyday understanding, language encompasses two fields: the sounds produced by speech organs and the meaning or significance implied in the stream of sounds."¹¹ According to Gorys Keraf, "The function of language in general is as a means of communication or a medium for interaction between members of society, a communication carried out using sounds produced by the human speech organs."¹²

The language of a notarial deed must accurately reflect the various activities of the parties involved. The notary must be able to clearly articulate that an agreement has been reached between the parties, as the agreement is one of the essential elements required for the validity of a contract, as stipulated in Article 1320 of the Civil Code (hereinafter referred to as the Civil Code). These elements include a specific legal action, named contracts, unnamed contracts, and so on.

When a notarial deed (contract or agreement) is complete, meaning that both formal and material aspects have been met, and it is carried out as expected by the parties, problems may sometimes arise concerning matters mentioned in the deed. In such cases, the deed is subject to interpretation. The issue of interpreting deeds (agreements/contracts) is one of the most crucial matters in every deed, both during its creation and when it is applied in the future.

In case No. 1572 K/Pdt/2015 (PT Bangun Karya vs. Nine AM Ltd), case No. 601 K/Pdt/2015 (PT Bangun Karya vs. Nine AM Ltd), and case No. 3395 K/Pdt/2019 (PT Jasa Angkasa Semesta vs. PT Gatari Air Service), all three consistently convey the same message. If one of the parties in the contract is an Indonesian private entity but the agreement is only made in a foreign language—without

⁸ Lembar Negara Tahun 2019/NO.180, JDIH.SETNEG.GO.ID : 28 HLM) yang selanjutnya disebut Perpes No. 63 Tahun 2019.

⁹ Mahadi dan Sabaruddin Ahmad. 1979. *Pembinaan Bahasa Hukum Indonesia*. Badan Pembinaan Hukum Nasional. Jakarta: Binacipta. H. 36

¹⁰ Nurhayati, N., Abdurahman, A., Jailani, M., Deni, I. P., & Riza, F. (2023). *Naskah Akademik 2023 FIS UIN SU Medan Bekerjasama DPRD Kabupaten*

Langkat Rancangan Peraturan Daerah Kabupaten Langkat Tentang Kabupaten Layak Pemuda.

¹¹ Mahadi dan Sabaruddin Ahmad. 1979. *Pembinaan Bahasa Hukum Indonesia*. Badan Pembinaan Hukum Nasional. Jakarta: Binacipta. H. 36

¹² Gorys Keraf. 1980. *Tatabahasa Indonesia*. Cetakan VIII. Nusa Indah. Flores: Percetakan Arnoldus. Anda. H. 16

accompanying Indonesian—then it is legally void. These rulings are considered landmark decisions because they are the first to rule on the invalidity of an agreement under Law No. 24 of 2009. This means that these decisions can serve as a reference for other judges when handling similar cases.

An agreement made in a foreign language must have the same meaning as one made in the Indonesian language. Both versions must be made simultaneously when the agreement is signed by the parties. If a contract is made solely in a foreign language without an official translation into Indonesian, the agreement is considered "void by law."

Thus, the background of this writing pertains to "legal certainty regarding the use of the Indonesian language in notarial deeds," because in this era of globalization, business and legal transactions often involve parties from various countries. Many agreements or contracts may initially be drafted in a foreign language and then need to be translated into Indonesian to comply with legal requirements in Indonesia.

The agreement to use foreign language writing is important for understanding how Circular Letter of the Supreme Court (SEMA) Number 3 of 2023 plays a role in aligning notarial practices with the provisions of Article 43 paragraph (1) of the Notary Law (UUJN), while still considering the practical and international needs that may involve foreign languages. This writing aims to elaborate on how this policy is applied and its impact on the daily practices of notaries in the context of international transactions and the use of foreign languages. Specifically: "Legal Certainty of the Use of Indonesian in Notarial Deeds."

METHODOLOGY

This legal research employs a normative juridical research type by analyzing the legal provisions regulated in the Notary Law (UUJN)

and Circular Letter of the Supreme Court (SEMA) Number 3 of 2023. Research on testing SEMA Number 3 of 2023 is part of the legal studies/jurisprudence cluster. As a normative legal research, the approach used includes conceptual, statutory, case, and comparative approaches.

In accordance with its research type, namely normative legal research, more than one approach may be used.¹³ In this study, a statutory approach and a conceptual approach will be used. The statutory approach is applied to examine the regulations governing legal language in Notarial Deeds and PPAT Deeds that do not comply with the Indonesian Language rules. The conceptual approach is used to identify and understand the various legal concepts found in doctrines and the views of scholars.

RESULT AND DISCUSSION

According to the Legal Dictionary, the term "principle" refers to the fundamental truths or foundations of thought.¹⁴ Legal certainty is one of the key objectives of law in achieving justice. In other words, it means that the law is applied and enforced consistently, regardless of the individual involved, allowing everyone to predict the consequences of their legal actions. Legal certainty also supports the principle of equality before the law, without discrimination.

Legal certainty consists of two words: "certainty" and "law." Certainty comes from the word "pasti," meaning something certain, fixed, or definite. According to Utrecht, law is a set of regulations that govern the order of society and must be obeyed by the public. Hans Kelsen defines law as a system of rules governing human behavior. Thus, law is not merely a single rule, but a set of rules that form a unified system.¹⁵

Language plays an essential role in societal life, including in the field of contract law. Language in a contract is crucial because with clear language, the essence of the contract becomes clear and provides legal certainty for

¹³ Soerjono Soekanto dan Sri Mamudji, *Penelitian Hukum Normatif Tinjauan Singkat*, (Jakarta : Rajawali Pers, 2006), hlm 23

¹⁴ M.Marwan & Jimmy P. 2009. *Kamus Hukum* (Dictionary of Law Complete Edition) Jakarta : Gama Press. H. 514

¹⁵ Jimly Asshidiqie dan Ali Safa'at, *Teori Hans Kelsen tentang Hukum*, (Jakarta: Sekjen dan Kepaniteraan MK-RI, 2006), hlm. 13.

the parties involved. The language used in a contract must be clear and precise to ensure all parties understand their rights and obligations in the same way. Ambiguity in language can lead to disputes and different interpretations. Furthermore, a contract drafted with language that complies with applicable laws will be easier to enforce.¹⁶

The use of the Indonesian language in deeds ensures clarity for the parties involved and makes the deed understandable to all parties. By using Indonesian, the mother tongue of the people, the risk of misinterpretation in the deed drafted by the Notary is reduced. When the deed can be fully understood, it positively influences the agreement between the parties.

The procedures for drafting a Notarial Deed are generally regulated by Law No. 2 of 2014 on Amendments to Law No. 30 of 2004 concerning the Notary Office. One aspect of this regulation concerns the use of language. The previous law provided guidelines for using the Indonesian language in Notarial deeds, but the provision did not include the word "mandatory," meaning the deed could be drafted in a language other than Indonesian.¹⁷ Article 43 of the UJUN-P stipulates the following:

1. "The deed must be made in the Indonesian language."
2. "If the person presenting the deed does not understand the language used in the deed, the Notary must translate or explain the content of the deed in a language understood by the person presenting the deed."
3. "If the parties desire, the deed may be made in a foreign language."
4. "If the deed is made as referred to in paragraph (3), the Notary must translate it into Indonesian."
5. "If the Notary cannot translate or explain it, the deed must be translated or explained by an official translator."

¹⁶ Badriyah, S. M. (2022). *Sistem penemuan hukum dalam masyarakat prismatic*. Sinar Grafika.

¹⁷ Pasal 43 ayat (1) Undang-undang Nomor 30 Tahun 2004 tentang Jabatan Notaris

6. "In the event of any differences in interpretation of the content of the deed as referred to above."

As previously outlined in the background, regulations concerning language in deeds have existed since the Dutch colonial era, as stated in Article 27 of the Notary Regulation Stl 1860 Number 3, which says: "Deeds may be made in the language desired by the parties, provided it is understood by the Notary." However, there was a limitation for the drafting of wills or documents related to a will, particularly if the testator was European, in which case the will had to be made in the language the testator used to express their wishes.

In 2004, when Law No. 30 concerning Notary Office was enacted, the regulation concerning language in Notarial Deeds became more explicit as outlined in Article 43, which was further clarified and reinforced with the amendment of Law No. 30 of 2004 in Law No. 2 of 2014 on Amendments to Law No. 30 of 2004 concerning the Notary Office.¹⁸

One of them is related to the use of language. The previous law provided regulations regarding the use of notarial deeds in Indonesian, but the article did not contain the word "mandatory" which means it can be made in a language other than Indonesian.

Article 43 of the UJUN-P stipulates the following:

1. "The deed must be made in the Indonesian language."
2. "If the person presenting the deed does not understand the language used in the deed, the Notary must translate or explain the contents of the deed in a language understood by the person presenting the deed."
3. "If the parties wish, the deed may be made in a foreign language."

¹⁸ Pasal 43 ayat (1) Undang-undang Nomor 30 Tahun 2004 tentang Jabatan Notaris

4. "If the deed is made as referred to in paragraph (3), the Notary must translate it into Indonesian."
5. "If the Notary cannot translate or explain it, the deed must be translated or explained by an official translator."
6. "In the event of differences in the interpretation of the contents of the deed as referred to above."

As previously explained in the background, the regulation on language in deeds has been in place since the Dutch colonial era, as stated in Article 27 of the Notary Regulation Stl 1860 Number 3, which stated: "A deed may be made in the language desired by the parties, as long as it is understood by the Notary." However, there was a restriction regarding the creation of a will or a document related to a will, particularly if the testator was European. In this case, the will had to be made in the language the testator used to express their wishes, request storage, or submit the will.

In 2004, when Law No. 30 on the Notary Office was enacted, the regulation regarding language in Notarial Deeds became more explicit, as outlined in Article 43, which was further clarified and reinforced with the amendment of Law No. 30 of 2004 in Law No. 2 of 2014 on Amendments to Law No. 30 of 2004 concerning the Notary Office.

The use of the Indonesian language in deeds was further emphasized in Law No. 2 of 2014 with the word "mandatory" (Article 43, paragraph 1). "Mandatory," according to the Indonesian Dictionary, means "must be done, cannot be avoided." Therefore, Article 43, paragraph 1, is coercive and must be followed by the Notary.

The latest regulation regarding the use of language in drafting Notarial Deeds can have legal consequences for the parties involved. It is often found that if the person presenting the deed is a foreign citizen, they may request that the deed be written in a foreign language, especially if both parties understand the foreign language and feel that an Indonesian-language deed is unnecessary. However, the obligation to use the Indonesian language in Notarial Deeds is also found in Article (4) of Presidential Regulation No. 63 of 2019 on the Use of the Indonesian Language (hereinafter referred to as

the Presidential Regulation on the Use of the Indonesian Language), which states:

1. "Indonesian must be used in official state documents."
2. "Official state documents referred to in paragraph (1) must include at least decisions, securities, diplomas, certificates, identification documents, sale-purchase deeds, agreements, and court decisions."

However, the obligation to draft deeds in the Indonesian language as stated in Article 43, paragraph 1 of Law No. 2 of 2014 is weakened by the following paragraphs (paragraphs 3 through 5), which permit the drafting of deeds in a foreign language if the parties desire it (Article 43, paragraph 3). If the deed is made in a foreign language, the Notary must translate it into Indonesian (Article 43, paragraph 4). If the Notary cannot translate or explain it, the deed must be translated or explained by an official translator (Article 43, paragraph 5). Moreover, there is no limitation for deeds made in foreign languages with the clause "unless otherwise provided by law," so any deed, as long as the parties desire it, can be made in a foreign language.

Additionally, neither Article 43 of Law No. 2 of 2014 nor its explanation clearly stipulates the form of the translation into Indonesian, whether it should be written or oral. If written, there are no provisions stating whether the translation must be attached to the deed's minutes or how it should be handled. Therefore, paragraphs 3 and 4 should not exist, as these two paragraphs contradict paragraphs 1 and 6 of Article 43 of Law No. 2 of 2014, which state that the deed must be made (drafted) in Indonesian, and in the event of differences in interpretation of the deed's contents, the Indonesian-language version of the deed must be used (not the version translated into Indonesian).

Language in deeds, besides being regulated in the special law on the Notary Office, is also addressed in other laws related to language, such as Law No. 24 of 2009 on the Flag, Language, National Emblem, and National Anthem, particularly in its Article 31, which states:

1. "Indonesian must be used in memoranda of understanding or agreements involving state institutions, government agencies of the Republic of Indonesia, private institutions in Indonesia, or Indonesian citizens."
2. "A memorandum of understanding or agreement referred to in paragraph (1), which involves foreign parties, must also be written in the national language of the foreign party and/or English."

The drafting of deeds by a Notary must refer to Chapter VII of the UUJN, Articles 38 to 53 of the UUJN. The provisions mentioned provide limitations and guidelines on how a Notary must properly fulfill their duties. However, there is a lack of clarity in the UUJN itself, particularly between the paragraphs within the same article, such as in Article 43 of the UUJN. In Article 43, paragraph (3) states, "If the parties wish, the deed may be made in a foreign language," while in paragraph (1), it is regulated that "the deed must be made in Indonesian."

As previously explained, aligning meanings in certain languages, especially foreign languages other than Indonesian, can create issues. This is particularly true for Notaries who are not fluent in foreign languages, which could lead to multiple interpretations of certain words. The responsibility of a Notary arises when they create an authentic deed without adhering to the UUJN guidelines.

Any agreement involving at least one Indonesian party, whether a state institution, legal entity, or individual, must use Indonesian. If the agreement involves a foreign party with a foreign language, to ensure legal certainty for all parties, the deed may be made in a foreign language, with a translation into Indonesian. This is the standard provision and a formal requirement for Notarial Deeds. Violating this regulation could result in the deed only having the evidentiary force of a private deed or even rendering the deed void by law. Therefore, a deed created with at least one Indonesian party must not be made solely in a foreign language without being translated into Indonesian.

The general approach to language use in agreements between Indonesian parties and

foreign parties (for convenience, it is assumed that the non-Indonesian party will use English) is: i) using only one language, either Indonesian or English; and ii) using both Indonesian and English simultaneously in one agreement (bilingual model). In some cases, agreements may also be written in Indonesian only, but with the inclusion of the discussions/negotiations conducted in English. The most effective approach for language use is an agreement written accurately in both Indonesian and English (bilingual model). The bilingual model ensures that the parties understand their rights and obligations, the mechanisms to be followed in the event of unforeseen circumstances, and the dispute resolution methods if the parties cannot resolve it independently. Understanding these three elements is the foundation for the successful implementation of an agreement.

Article 31, paragraph (1) of Law No. 24 of 2009 on the Flag, Language, and National Symbols, as well as the National Anthem (Law No. 24/2009), states that "Indonesian must be used in memoranda of understanding or agreements involving state institutions, Indonesian government agencies, private Indonesian institutions, or Indonesian citizens."

Furthermore, Article 31, paragraph (2) of Law No. 24/2009 mentions that "Memoranda of understanding or agreements as referred to in paragraph (1) involving foreign parties must also be written in the national language of the foreign party and/or English." In the explanation of Article 31, paragraph (2), it is stated, "In bilateral agreements, the text of the agreement is written in Indonesian, the national language of the other country, and/or English, and all of these texts are equally authentic."

Thus, in principle, Law No. 24/2009 does not regulate which version of the language can be used as the reference language and only states that both versions of the language used have equal authority. The philosophy behind Article 31 of Law No. 24/2009 is essentially to ensure that the parties to the agreement have the same perception and understanding of the terms of the agreement they have reached. When the parties involved in a project include foreign parties, based on the principle of freedom of contract in Article 1338 of the Civil Code, the parties may choose a common language that all parties understand as the reference language.

For projects involving parties from different countries, it is more logical to choose English as the reference language.

Ten years later, on September 30, 2019, the Government finally issued Presidential Regulation No. 63 of 2019 on the Use of Indonesian Language (Perpres Bahasa Indonesia) as a further provision of Law No. 24/2009. Article 26 of the Perpres Bahasa Indonesia explains that Indonesian must be used in agreements involving private Indonesian institutions or individual Indonesian citizens. Agreements involving foreign parties must also be written in the national language of the foreign party. The national language of the foreign party is used as a counterpart or translation of Indonesian to align understanding with the foreign party. In case of discrepancies in interpretation of the counterpart or translation, the language used is the one agreed upon in the agreement.

The formulation of Article 43, paragraph (3) of the Law on the Notary Profession (UUJN) clearly shows disharmony with the intention and purpose of constitutional norms, i.e., the 1945 Constitution. The principle of "lex superior derogat legi inferior" is indeed appropriate to be used as a basis for thinking in this issue, because this principle provides guidance that provisions in an act can override provisions of lower legal ranks.

When discussing the hierarchy of laws, it cannot be separated from Hans Kelsen's Stufenbau theory. He states that regulations within a legal system have a hierarchy, in which regulations of a lower degree must follow the rules of higher regulations and these regulations must also adhere to constitutional law (1945 Constitution). Constitutional rules must also be based on the basic norms/ground norms, in this case, Pancasila as the foundation of the state.

Looking from this theory, the provisions of Article 43, paragraph (3) of the UUJN cannot contradict the provisions of Article 36 of the 1945 Constitution. If this happens, it would lead to a disharmony in the objectives of the country's legal rules themselves, because the legal rules are not only made to regulate the

lives of the community but also to guide the ideals and goals of society. One of these goals is the use of Indonesian as the primary and official means of communication and for conducting legal relationships in Indonesia.

Essentially, the use of language in deeds is not an issue without a solution, as the UUJN itself has regulated this matter by stating that "if the person presenting the deed does not understand the language used in the deed, the Notary is obliged to translate or explain the contents of the deed in a language understood by the person presenting the deed." This provision can be used when the person presenting the deed to the Notary does not understand the Indonesian language, reducing the urgency of drafting a deed in a foreign language.

The legal consequence of an agreement that does not meet a lawful cause is that the agreement is void by law. At the court level, if the judge finds that the content of the agreement contradicts mandatory regulations (which are coercive in nature), the judge is obliged to cancel the agreement without being prompted by the parties.

Notaries must ensure that each deed is drafted in Indonesian in accordance with the provisions of the UUJN. Inconsistencies in the application of language could reflect inadequate practices or non-compliance with regulations. Notaries must follow the prescribed procedures to maintain integrity and legal compliance in the creation of deeds. Inconsistencies in language usage may have negative consequences for the parties involved in the deed.

The Land Deed Official (hereinafter referred to as PPAT) has been recognized since the enactment of Government Regulation No. 10/1961 as a position implemented in accordance with the Agrarian Law, as outlined in Article 19 of Government Regulation No. 10/1961,¹⁹ which states:

"Every agreement intending to transfer land rights, grant new rights over land, mortgage land, or borrow money with land rights as collateral, must be evidenced by a deed made

¹⁹ Indonesia (a), Peraturan Pemerintah Tentang Pendaftaran Tanah, PP No. 10, LN No. 28 Tahun 1961, TLN No. 2171, Pasal 19.

by and in the presence of the official appointed by the Minister of Agrarian Affairs (hereinafter referred to as the Official). The form of the deed is determined by the Minister of Agrarian Affairs."

Based on the above provision, the PPAT is recognized as the official authorized to create deeds related to the transfer of land rights, granting new rights over land, mortgaging land, and providing collateral in the form of land. In other words, according to Bachtiar Effendi,²⁰ the main task of officials at that time was to assist the Minister of Agrarian Affairs in creating deeds intended to transfer land rights, grant new rights over land, mortgage land, and loan money with land rights as collateral.

The parties involved may experience confusion or uncertainty regarding their rights and obligations, which could affect their decisions and trigger legal disputes. Another legal consequence for a notary could be that a notary who fails to comply with the obligation to use the Indonesian language may face administrative or legal sanctions. This non-compliance could create professional and reputational issues for the notary, and could potentially lead to other legal consequences for the parties involved.

The use of the Indonesian language in the legal field is still far from expectations. Indonesian used in legislation and various legal rulings often contains multiple interpretations and lacks clarity. This happens because rule-makers and law enforcers lack proficiency in the Indonesian language. In addition, the lack of Indonesian vocabulary equivalents means that many legal documents still use foreign languages, such as English and Dutch. Therefore, experts in the Indonesian language and stakeholders must sit together to formulate a standardized, clear, concise, modern, and easily understood legal language that is precise, firm, and accurate.

Ambiguous regulations are a reflection of the weakness in the use of the Indonesian language by rule-makers and law enforcers. One example is judicial decisions that often

create uncertainty for the parties involved in the case. Court rulings may even lead to debates. Judges, prosecutors, lawyers, and notaries should be able to formulate all claims, arguments, and defenses in proper Indonesian without creating multiple interpretations that could lead to misunderstandings. The inability to use Indonesian correctly is also apparent in the legislative process or the creation of legal products. If regulations are still ambiguous, it reflects a need to address proficiency in the language.

To address this issue, anticipatory measures should start with law students being required to take courses in Indonesian language and legal proficiency. Students should be taught the basics of proper academic writing, focusing on grammar, sentence structure, and understanding the meaning of key words. Although it is still considered insufficient, adding such courses will help graduates better understand legal language. Legal education should treat Indonesian language proficiency as equally important as foreign languages. This would ensure that each legal product embodies certainty and justice.

The variety of Indonesian used in the legal field is referred to as Indonesian legal language.²¹ Indonesian legal language is a form of Indonesian that has a distinct style of usage in the legal world. Attention to the use of Indonesian legal language began with the Second Indonesian Language Congress held from October 28 to November 2, 1954, in Medan. Twenty years later, in 1974, the National Legal Development Agency (BPHN) organized a symposium on language and law in the same city, Medan. The 1974 symposium resulted in the following four resolutions:²²

1. Indonesian legal language (BHI) is the form of Indonesian used in the legal field, and because of its function, it has its own characteristics. Therefore, Indonesian legal language must meet the requirements and rules of the Indonesian language.

²⁰ Bachtiar Effendie, *Kumpulan Tulisan Tentang Hukum Tanah*, Cet. 3, (Bandung : Alumni, 1993), halaman 78.

²¹ Mahadi dan Sabaruddin Ahmad. 1979. *Pembinaan Bahasa Hukum Indonesia*. Badan

Pembinaan Hukum Nasional Departemen Kehakiman, Jakarta : Binacipta.

²² Ibid

2. The characteristics of legal language lie in the specificity of its terms, composition, and style.
3. Indonesian legal language (BHI), as a form of Indonesian, is a modern language that must remain consistent, clear, monosemic, and meet aesthetic standards.
4. The symposium recognized the imperfections in the current use of legal language, particularly in terms of word semantics, form, and sentence composition.

However, in practice, as a means of communication, Indonesian in legal documents is difficult for the general public to understand. The use of Indonesian in the legal field still needs to be improved²³

CONCLUSION

The creation of deeds by a Notary must refer to Chapter VII of the Notary Law (UUJN), Articles 38 to 53. These provisions provide guidelines and limitations on how a Notary should properly carry out their obligations. However, there is a lack of clarity within the UUJN itself, especially between different paragraphs within the same article, as seen in Article 43 of the UUJN. Paragraph (3) of Article 43 states, "If the parties wish, the deed can be made in a foreign language," while Paragraph (1) states, "The deed must be made in Indonesian." Article 31 of Law No. 24/2009 is essentially meant to ensure that the parties involved in an agreement have the same understanding and perception of the contents of the agreement they have made. Many foreign terms (Dutch or English) are often misunderstood in terms of their meaning, and are not consistent, with imprecise diction, long and convoluted sentences.

In the legal field, it is common to (a) formulate or elaborate on something in long sentences with subordinate clauses; (b) use legal terminology without explanation; (c) use

ambiguous or double terms; (d) use foreign terms because it is difficult to find equivalents in Indonesian; (e) be reluctant to deviate from existing formats (for example, in notarial deeds). These factors place the legal world in a separate realm, seemingly detached from standard Indonesian language. It is no surprise that legal documents, such as laws and regulations, circulars from institutions, contracts, notarial deeds, court rulings, and examination minutes, are difficult for the general public to understand.

If legal language confuses the public, it will certainly disadvantage them, as they are the ones bound by and burdened with the obligation to comply with the legal documents produced.²⁴

In principle, the use of language in deeds is not an insurmountable problem, as it is already regulated in the UUJN. The legal consequence of an agreement that does not fulfill the valid cause (*kausa yang halal*) is that the agreement is void by law.

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²³ Mahadi dan Sabaruddin Ahmad. 1979. *Pembinaan Bahasa Hukum Indonesia*. Badan Pembinaan Hukum Nasional Departemen Kehakiman, Jakarta : Binacipta

²⁴Natabaya, H.A.S. 2000. Dalam Hasan Alwi, Dendy Sugono, Abdul Rozak Zaidan (Ed). *Bahasa Indonesia dalam Era Globalisasi : Pemantapan Peran Bahasa sebagai Sarana Pembangunan Bangsa*. Jakarta : Depdiknas

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