

Validity of a Notarial Deed Containing the Distribution of Inheritance when it Involves Elements of Fraud (*Bedrog*)

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Abstract

The distribution of inheritance frequently gives rise to civil disputes, particularly regarding the status of heirs, the proportion of shares, and the objects constituting the estate. To obtain legal certainty, the parties often formalize such agreements in a notarial deed as an authentic deed possessing perfect evidentiary value. However, legal issues arise when the deed is established based on elements of *bedrog* (fraud), such as the concealment of heirs, falsification of family data, or the provision of misleading information that affects the parties' consent. This study aims to analyze the legal regulation of *bedrog* under Indonesian civil law and to examine its legal consequences for the validity of a notarial deed containing the distribution of inheritance. This research is normative legal research with a prescriptive nature, employing statutory and conceptual approaches. Legal materials were obtained through library research and analyzed qualitatively using juridical reasoning. The results of the study indicate that *bedrog* is regulated under Article 1321 and Article 1328 of the Indonesian Civil Code as one form of defect of consent. Fraud does not render an agreement null and void by operation of law, but places it within the category of voidable agreements (*vernietigbaar*). In a notarial deed, *bedrog* does not automatically eliminate the formal authenticity of the deed as long as it is drawn up by an authorized public official and fulfills formal requirements. However, fraud impairs the parties' consent as the material basis of the deed, so that the aggrieved party may seek annulment through the court. Once annulled, the binding force of the inheritance distribution ceases, and the parties' rights must be restored proportionally. *Bedrog* affects the material validity of consent rather than directly negating the formal existence of the notarial deed. Therefore, dispute resolution must balance legal certainty and substantive justice. It is recommended that notaries strengthen the principle of prudence and verification of supporting documents in inheritance matters.

Keywords: Notarial Deed; *Bedrog*; Legal Validity; Inheritance Distribution; Voidable Agreement

Introduction

In practice, disputes concerning the distribution of inheritance frequently arise, particularly in situations where there is more than one heir asserting conflicting claims over the estate. Such disputes may emerge due to differences of opinion regarding the proportion of shares, the method of distribution, or the validity of the legal instruments serving as the basis for the transfer of inheritance rights. In certain cases, the process of inheritance distribution becomes increasingly complex due to the presence of elements of misrepresentation or fraud (*bedrog*), which may affect the validity of a notarial deed used as the legal basis for the distribution of inheritance (Safira et al., 2025). Normatively, inheritance law as a part of civil law aims to regulate the transfer of rights and obligations of a deceased person to their lawful heirs, while ensuring legal certainty, justice, and legal protection for all parties involved. Ideally, the distribution of inheritance should be carried out in good faith and in accordance with the applicable legal provisions (Febria et al., 2025).

However, the disparity between the conditions occurring in practice (*das sein*) and those that ought to exist according to the law (*das sollen*) gives rise to legal uncertainty, particularly when a notarial deed, which should possess perfect evidentiary power, contains elements that may diminish or even nullify its legal validity. This situation gives rise to significant legal issues concerning the validity of such deed as well as the legal protection afforded to the parties who suffer losses. To prevent disputes, heirs often formalize their agreement on inheritance distribution in an authentic deed executed before a notary. Through such deed, the parties expect to obtain legal certainty as well as strong evidentiary value should a dispute arise in the future. In this context, a notary plays an important role in formulating the intentions of the parties into the form of a deed in accordance with applicable legal provisions. As an authentic deed, a notarial deed possesses perfect evidentiary force as stipulated in Article 1870 of the Indonesian

Civil Code, as it is drawn up by an authorized public official (Rahmawati & Prasetyo, 2024). Such authority is reaffirmed in Article 1 paragraph 1 of the Law on the Office of Notary, which states that a notary is authorized to draw up authentic deeds.

Nevertheless, a notary essentially guarantees the formal aspects of the execution of a deed, rather than the material truth of all statements made by the parties. Therefore, a notary is required to act carefully, independently, impartially, and prudently so that the deed is made in accordance with statutory regulations and provides legal protection for the parties (Alexandros & Sudiro, 2023). Where a deed contains juridical defects, such circumstances may cause losses and create the possibility of annulment through a court decision (Yolanda et al., 2025). On the other hand, the evidentiary strength of a deed also depends on the truthfulness of the substance underlying it. An authentic deed may lose its legal force if it is made contrary to statutory provisions or if its formation is not based on the good faith of the parties (Lubis et al., 2025).

In practice, a notary may not always be able to detect concealed facts, false statements, or deceit that affects the consent of the parties. Therefore, disputes may still arise even though the deed has formally been executed in accordance with proper procedures. In reality, not every consent is given freely and honestly. There are circumstances in which consent is granted due to deception committed by another party. In civil law, such a circumstance is known as *bedrog*. In the context of inheritance distribution, elements of *bedrog* may take various forms, such as the omission of a lawful heir, the use of falsified genealogical documents, consent given by an heir due to coercion or deceit, or the concealment of the true value of estate assets.

Such circumstances may constitute a defect of consent and affect the validity of a deed executed before a notary (Anindita & Sitanggang, 2022). Fundamentally, *bedrog* relates to a series of misleading acts that induce another party to give consent which would not have been granted had the true circumstances been known (Isnandya, 2020). If such circumstances occur in the making of a deed containing the distribution of inheritance, the issue that arises concerns not only the relationship among heirs, but also the validity of the deed

itself. This is significant because inheritance distribution concerns the civil rights of heirs over the estate of the deceased (Parinussa et al., 2021). Therefore, a legal analysis is required to assess the extent to which elements of *bedrog* may affect the validity of such deed as well as its legal implications for the parties involved.

Several prior studies have examined the issue of fraud (*bedrog*) within the framework of civil law, particularly in relation to contractual validity and dispute resolution. Research by Hatimah (2025) discusses *bedrog* as a basis for the annulment of agreements, emphasizing its conceptual elements and judicial considerations in contract cases. Similarly, Arroqli et al. (2024) analyze defects of consent under Article 1320 of the Indonesian Civil Code, highlighting that fraud constitutes a violation of subjective requirements that may lead to annulment. In addition, Anindita and Sitanggang (2022) focus on dispute resolution involving *bedrog*, particularly examining whether such cases fall within civil or criminal law frameworks. Meanwhile, Surahman et al. (2025) explore civil legal protection in cases involving fraudulent elements in land sale and purchase deeds, emphasizing the legal consequences for injured parties. Furthermore, prior research has also examined the annulment of authentic deeds based on fraud, particularly in the context of sale and purchase transactions, demonstrating that fraudulent conduct may serve as grounds for annulment where there is a proven series of deceptive acts that induce consent (Isnandya, 2020).

However, these studies generally focus on contractual relationships, sale and purchase agreements, and general defects of consent, without specifically addressing the validity of notarial deeds in the context of inheritance distribution. Moreover, existing research tends to analyze *bedrog* either from a doctrinal perspective or within the scope of contractual disputes, without comprehensively linking it to the unique legal characteristics of inheritance law and the role of notarial deeds as authentic instruments. In particular, prior studies on the annulment of deeds due to *bedrog* remain limited to commercial transactions and have not explored their implications in inheritance-related legal relations. Accordingly, this study offers a distinct contribution by examining the validity of notarial deeds containing inheritance distribution in the presence of *bedrog*, while simultaneously analyzing the legal consequences and the legal

protection afforded to the affected parties. This integrated approach, which combines the perspectives of inheritance law, notarial law, and defects of consent, distinguishes the present study from prior research and highlights its novelty.

Based on the foregoing, this research is intended to analyze the validity of a notarial deed containing the distribution of inheritance where it involves elements of *bedrog*, and to examine the legal remedies available to the injured party. This study is conducted to provide a comprehensive understanding of how *bedrog* affects the validity of notarial deeds within the framework of Indonesian civil law. In addition, it seeks to clarify the legal position of the parties involved in such circumstances. The research questions addressed in this study are as follows: (1) How is *bedrog* regulated under Indonesian civil law? and (2) What are the legal consequences of *bedrog* for the validity of a notarial deed containing the distribution of inheritance? These questions are expected to guide the analysis and support the formulation of legal conclusions.

Research Method

The research method applied in this study is normative legal research. This research is prescriptive in nature, with the objective of providing legal arguments concerning the issues under examination. Such type of research places legal materials as the primary object of analysis by examining legal norms, legal principles, and various statutory regulations relevant to the subject matter of the study (Syahrudin, 2022). The focus of the study is directed toward assessing the validity of a notarial deed containing the distribution of inheritance where elements of *bedrog* are present in the process of its formation. The approaches employed are the statute approach and the conceptual approach. These approaches are used to analyze both the applicable legal norms and the underlying legal concepts related to *bedrog*, notarial deeds, and inheritance law.

The legal materials used in this study consist of primary, secondary, and tertiary legal materials (Muhaimin, 2020). Primary legal materials consist of statutory regulations relevant to the research object, particularly the Indonesian Civil Code (Burgerlijk Wetboek), especially Articles 1320, 1321, and 1328

concerning the validity of agreements and defects of consent, as well as Articles 1868 and 1870 concerning authentic deeds and their evidentiary value. In addition, this study also refers to the Law on the Office of Notary (Law Number 2 of 2014 concerning the Amendment to Law Number 30 of 2004), particularly Article 1 paragraph (1) and provisions governing the authority and obligations of notaries, along with other statutory regulations related to inheritance law. These primary legal materials serve as the main legal basis for analyzing the issues discussed in this study. Furthermore, they are used to identify the normative framework governing the validity of agreements and notarial deeds in the context of inheritance distribution. Secondary legal materials were obtained from academic literature, such as books, journal articles, research findings, and the opinions of legal scholars relevant to the issues of *bedrog*, validity of deeds, and legal protection. Tertiary legal materials consist of legal dictionaries, encyclopedias, and other supporting sources used to clarify specific terms or concepts (Muhaimin, 2020). These legal materials play an important role in supporting the analysis of legal issues discussed in this study. The collection of legal materials was conducted through library research by means of identifying, tracing, and reviewing various legal sources related to the main issues of this study. All collected legal materials were then analyzed qualitatively through juridical reasoning and legal interpretation in order to obtain answers to the research questions formulated in this study.

Results and Discussions

Legal Regulation of *Bedrog* under Indonesian Civil Law

In civil law, an agreement constitutes the primary means of creating a legal relationship between parties, since through an agreement the parties consciously establish rights and obligations that are binding upon one another (Hidayanto et al., 2024). Through the consensus reached, the parties are granted the freedom to determine whether they wish to enter into an agreement, to choose with whom they will be bound, and to formulate the contents and terms of the agreement in accordance with their interests, provided that such agreement does not

contravene statutory regulations, public order, or morality as stipulated in Article 1338 of the Indonesian Civil Code. This principle is known as the principle of freedom of contract, namely the principle that places the will of the parties as the primary basis for the creation of an obligation (Anggriani et al., 2024). The law requires that consent, as one of the validity requirements of an agreement, be given freely and consciously. Therefore, consent is not sufficiently proven merely through a formal declaration or the signing of a document but must reflect the genuine intention of the parties without mistake, coercion, or fraud (Syamsiah, 2021). Where consent is given in circumstances in which the will is not free, the validity of the agreement may be challenged. In civil law doctrine, such circumstances are referred to as a defect of consent, namely a condition in which the declared consent does not arise from a genuine will (Putra et al., 2026).

One important form of defect of consent that requires examination is *bedrog*, namely deceit or a series of falsehoods that induces another party to consent to an agreement (Hatimah & Wagian, 2025). On that basis, the discussion of *bedrog* becomes important in assessing whether the consensus underlying an agreement was lawfully formed, or whether it contains defects that open the possibility of annulment. To understand this concept more comprehensively, it is first necessary to explain the meaning and characteristics of *bedrog* in civil law. This general understanding of *bedrog* at the doctrinal level requires further specification within the framework of Indonesian civil law. In the context of Indonesian law, *bedrog* must be explicitly defined as a specific form of defect of consent under civil law, referring to intentional deceit that directly induces a party to give consent, as regulated in Articles 1321 and 1328 of the Indonesian Civil Code. It is conceptually distinct from general notions of civil fraud, which may include broader forms of misrepresentation or dishonesty that do not necessarily invalidate consent, and must also be clearly differentiated from criminal fraud, which constitutes a punishable offence under the Criminal Code and focuses on the imposition of criminal sanctions rather than the validity of consent. Accordingly, *bedrog* is specifically concerned with the validity of agreement formation, whereas civil fraud relates more broadly to unlawful

conduct in private relations, and criminal fraud concerns public law violations subject to penal consequences.

The term *bedrog* originates from Dutch law and means fraud, deceit, or trickery used to influence another party. Under Indonesian civil law, *bedrog* is understood as a misleading act that causes consent to be given without freedom, thereby affecting the validity of an agreement (Anindita & Sitanggang, 2022). From the perspective of civil law, *bedrog* is an act intentionally committed to mislead another party so that such party is willing to consent to an agreement. Such conduct may take the form of providing false information, concealing facts that ought to be disclosed, a series of lies, or other acts that create a false understanding in the other party (Putra et al., 2026). As a consequence of such conduct, the consent given does not arise from free consideration, but rather because the concerned party has been influenced by misleading circumstances. In such a situation, without the deceitful conduct, consent would most likely not have been given.

In its application, *bedrog* must be distinguished from breach of contract (*wanprestasi*) and fraud under criminal law (Suwarti & Imam, 2023). Breach of contract occurs when one party fails to perform obligations that were validly agreed upon after the agreement has been lawfully concluded, such as failure to make payment or failure to render the promised performance (Ridwan et al., 2025). Meanwhile, fraud under criminal law is understood as conduct fulfilling the elements of a criminal offence as regulated under the Criminal Code, for which the perpetrator may be subject to criminal sanctions in the form of imprisonment or fines (Paluaran et al., 2024). Unlike both concepts, *bedrog* in civil law focuses on the existence of a defect at the stage of formation of the parties' consent. This distinction is important because it determines the legal basis of the claim, the burden of proof, and the legal consequences that may be sought by the injured party. This concept is further affirmed in positive law provisions governing the validity requirements of agreements and the legal consequences of fraud.

The regulation of *bedrog* under Indonesian civil law has its normative foundation in the Indonesian Civil Code, particularly Article 1321 and Article

1328 (Hatimah & Wagian, 2025). These two provisions constitute the legal basis for assessing whether the parties' consent was validly formed or whether it contains elements of fraud that may give rise to annulment. Article 1321 of the Indonesian Civil Code essentially provides that consent shall not be considered valid if it is given as a result of mistake, coercion, or fraud (Putra et al., 2026). This provision emphasizes that the element of agreement must be formed on the basis of genuine intention, free from any influence that impairs the freedom of the contracting parties. Accordingly, Article 1321 may be understood as the general basis concerning defects of consent, namely a rule that places the quality of the parties' will as an essential requirement for the validity of an agreement (Hatimah & Wagian, 2025).

Furthermore, Article 1328 of the Indonesian Civil Code specifically regulates fraud as grounds for annulment of an agreement. The article affirms that fraud may serve as a basis for annulling an agreement where the deceit employed was so decisive that, without such conduct, the other party would not have given consent (Hatimah & Wagian, 2025). This demonstrates that the principal element of *bedrog* lies in the existence of deceit that directly influences the other party's decision to enter into the agreement. Therefore, not every dishonest act may be regarded as *bedrog*, but only conduct that directly induces the other party to give consent. Upon closer examination, the relationship between Article 1321 and Article 1328 of the Indonesian Civil Code demonstrates the connection between a general provision and a specific provision. Article 1321 provides the general framework concerning forms of defects of consent, while Article 1328 further elaborates fraud as one of those forms of defect of consent. Based on this relationship, Article 1321 functions as the general normative foundation, whereas Article 1328 serves as the more specific basis for determining whether the elements of *bedrog* in an agreement have been fulfilled.

Notwithstanding the clear normative relationship between Articles 1321 and 1328, legal scholars have expressed differing views regarding the scope and application of fraud (*bedrog*) as a defect of consent. Some scholars argue that the interpretation of Article 1328 should be applied restrictively, requiring strict

proof that the deceit was the decisive factor inducing consent, thereby ensuring legal certainty in contractual relations (Subekti, 2005). Conversely, other scholars adopt a broader interpretation, emphasizing the need to protect the injured party by recognizing various forms of misrepresentation, including partial disclosure and concealment of material facts, as constituting *bedrog* (Harahap, 2017). This divergence reflects an ongoing doctrinal debate between the principle of legal certainty and the principle of fairness in contract law. In practice, a rigid interpretation may risk limiting legal protection for parties who are misled, while an overly broad interpretation may create uncertainty in determining the validity of agreements. Therefore, a balanced approach is required, taking into account both the intention behind the deceit and its actual impact on the formation of consent.

Based on such normative foundations, the existence of *bedrog* in practice must not only be understood conceptually, but must also be assessed through the constituent elements forming it, so that it may be determined whether a particular act truly qualifies as a defect of consent in an agreement. To determine whether *bedrog* exists in an agreement, it is necessary to identify the elements that constitute it. The existence of *bedrog* cannot be concluded merely because one party feels aggrieved; rather, there must be proof of certain acts that actually influenced the process through which consent was formed. Therefore, the assessment of *bedrog* must be carried out carefully by examining the sequence of events that occurred before the agreement was concluded (Hatimah & Wagian, 2025). The first element is the existence of a deceptive act directed toward another party. Such conduct may take the form of providing false information, manipulating facts, concealing important circumstances that ought to be known, using forged documents, or other actions that create the impression that the information presented is true (Paluaran et al., 2024). In this context, fraud is not always committed actively through oral or written falsehoods, but may also occur where a person deliberately fails to disclose important facts that should have been known by the other party.

The second element is the existence of intention on the part of the perpetrator. This means that the deceptive conduct is carried out consciously and

deliberately in order to influence the decision of another party (Widia & Budiarta, 2022). Accordingly, *bedrog* does not include ordinary mistakes, negligence, or errors occurring without the intention to mislead. The intention to manipulate information is an essential element distinguishing *bedrog* from other legal events. The third element is the emergence of a state of misconception on the part of the injured party. As a result of the deceit, the other party does not understand the true facts at the time consent is given (Arrodli et al., 2024). This element emphasizes the disturbance of the process through which the concerned party's will is formed.

The fourth element, which is also highly significant, is the existence of a causal relationship between the fraud and the giving of consent. In other words, consent is given because of the deceit, and without such fraud the agreement would not have been approved. This element of causation determines whether a particular act may be qualified as *bedrog*, since not every falsehood automatically results in a defect of consent. Only fraud that directly induces the formation of consent may serve as grounds for challenging the validity of an agreement (Permatasari et al., 2025). In the theory of contract law, agreement requires conformity between a person's internal intention and the external declaration that is expressed. Where such conformity is impaired, the validity of the consent given may be challenged (Amin, 2023).

In circumstances involving *bedrog*, the relationship between internal intention and external declaration becomes disturbed. A party who gives consent may outwardly appear to agree, yet such consent is formed due to deceit that affects the decision-making process. This means that while consent may formally exist, the decision to grant it was not made freely. This condition demonstrates that the agreement reached is not founded upon genuine free will, but rather upon circumstances that have been manipulated by another party (Arrodli et al., 2024). On that basis, *bedrog* is classified as one form of defect of consent in civil law. The existence of fraud causes the parties' agreement not to be formed genuinely, so that the subjective requirement of mutual consent becomes impaired. Consequently, the law provides protection to the injured party through the right to seek annulment of the agreement.

The granting of such right constitutes a legal correction against consent that formally appears valid, but in substance did not arise from free will. As a form of defect of consent, the existence of *bedrog* not only affects the process through which consent is formed, but also gives rise to juridical consequences regarding the enforceability of the agreement made by the parties. Under civil law, the legal consequence of *bedrog* upon an agreement does not automatically render the agreement null and void by operation of law. An agreement concluded through fraud is still deemed to exist and remain binding so long as no legal action has been taken to annul it (Sukananda & Mudiparwanto, 2020). Accordingly, *bedrog* places the agreement within the category of voidable agreements (*vernietigbaar*), namely a condition in which the agreement continues to have binding force, yet remains open to annulment upon the request of an interested party (Putra et al., 2026).

The consequence of such voidable nature is that legal action by the injured party is required. A party whose consent was obtained through deceit must file a claim or petition for annulment in accordance with the applicable legal mechanism. In the absence of a claim for annulment, the agreement in principle remains valid and binding upon the parties in the same manner as agreements generally (Putra et al., 2026). This demonstrates that the law grants the injured party the option either to uphold or to challenge the enforceability of the agreement. In relation to procedural aspects, the annulment of an agreement based on *bedrog* requires the injured party to bear the burden of proof. The claimant must demonstrate that the elements of deceit, intention, and causal relationship are fulfilled, particularly that the consent would not have been given in the absence of such fraud, as fraud in civil law must be proven and cannot be presumed (Subekti, 2005).

Furthermore, the right to seek annulment is subject to a limitation period as regulated under Article 1454 of the Indonesian Civil Code, which stipulates that a claim for annulment must be brought within a period of five years calculated from the moment the defect of consent is discovered (Burgerlijk Wetboek, Article 1454). In terms of legal mechanism, the annulment of an agreement due to *bedrog* is pursued through a civil lawsuit filed before the

district court, in which the claimant may request both the annulment of the agreement and compensation for losses suffered (Subekti, 2005). These procedural requirements demonstrate that the enforcement of rights arising from *bedrog* is not automatic, but depends on active legal action by the injured party within the applicable legal framework (Setiawan, 2017).

In addition to annulment, the existence of *bedrog* may also give rise to other consequences in the form of a claim for damages where the fraud has caused loss to the injured party. Such loss may consist of material damages or other consequences directly arising from the agreement concluded through deceit. Therefore, the resolution of an agreement containing *bedrog* does not necessarily end with annulment alone, but may also include the restoration of rights through a claim for compensation (Meng et al., 2026).

The distinction between a voidable agreement and an agreement that is null and void by operation of law is important to emphasize, as each carries different legal consequences. An agreement that is null and void is deemed never to have existed from the outset, whereas a voidable agreement remains effective until it is annulled. In the context of *bedrog*, its legal position falls within the latter category; therefore, it is inaccurate to automatically equate fraud in the formation of an agreement with nullity by operation of law (Sitompul et al., 2025). These juridical consequences demonstrate that *bedrog* is not merely a normative concept, but a real issue encountered in various legal relationships and one that gives rise to disputes within society. The concept of *bedrog* in civil law is not only relevant at the theoretical level, but is also frequently found in various legal relationships occurring in practice. Fraud as a defect of consent may arise in many forms of agreements, so long as there is deceit that influences the consent of one of the parties (Hatimah & Wagian, 2025).

Therefore, an understanding of *bedrog* should be positioned not merely as a normative construction, but also as an analytical instrument for disputes that actually arise in society. In sale and purchase transactions, *bedrog* may occur, for example, through the use of false information regarding the status of the object, ownership, condition of goods, or the legal status of the property being sold (Ginting, 2025). A buyer who gives consent based on such information does not,

in substance, make a free decision, because such consent is formed on the basis of misleading statements. Similar circumstances may also be found in loan agreements, for instance where one party uses a false identity, conceals the true financial condition, or provides invalid collateral in order to obtain loan facilities. In business relationships, *bedrog* may arise through the provision of misleading information regarding business prospects, asset values, the condition of a company, or transaction risks that are deliberately concealed. Where another party agrees to cooperate or enters into an agreement on the basis of such information, the resulting consent may properly be challenged because it was not formed on the basis of the true circumstances. This demonstrates that *bedrog* has a broad scope and may occur in various forms of legal obligations.

The application of *bedrog* in practice is also reflected in judicial decisions in Indonesia. In Supreme Court Decision Number 2828 K/Pdt/2017, the Court annulled a notarial deed on the grounds that the agreement was formed through deceit and misrepresentation, which constituted a defect of consent affecting the validity of the agreement (Supreme Court of the Republic of Indonesia, 2017). The Court emphasized that the existence of misleading information and unequal bargaining positions may invalidate the consent of a party. This decision demonstrates that Indonesian courts consistently recognize *bedrog* as a valid ground for annulment where it is proven that the consent was not given freely. Accordingly, the concept of *bedrog* is not merely theoretical, but has concrete application in resolving disputes involving the validity of agreements and notarial deeds.

One important form of application that is relevant to this study arises in the distribution of inheritance, particularly where a party deliberately conceals the existence of another heir, provides false information regarding estate assets, or manipulates certain circumstances so that the distribution of property is carried out in accordance with that party's interests. In practice, such agreements are not infrequently embodied in deeds executed before a notary. Therefore, discussion of the application of *bedrog* in the context of inheritance distribution is relevant as an important basis for examining how elements of *bedrog* affect the validity of a notarial deed containing the distribution of inheritance and its legal

consequences. Based on the foregoing explanation, the legal regulation of *bedrog* under Indonesian civil law rests upon the Indonesian Civil Code, particularly Article 1321 and Article 1328, which classify fraud as a defect of consent in the formation of agreements. Where deceit is proven to be the factor causing consent to be given, the injured party is entitled to seek annulment of the agreement and to claim restoration of rights in accordance with applicable legal provisions. Ultimately, the provisions concerning *bedrog* function as an instrument of legal protection to safeguard honesty and the freedom of parties in entering into agreements.

Accordingly, *bedrog* has a broad scope and may occur in various forms of legal obligations, including the distribution of inheritance. Such practices may take the form of concealing heirs, providing false information regarding estate assets, or manipulating certain circumstances in order to benefit a particular party. Consent arising from such circumstances is often embodied in a notarial deed. Therefore, after examining the concept and regulation of *bedrog*, the next discussion is directed toward its legal consequences for the validity of a notarial deed containing the distribution of inheritance.

Legal Consequences of *Bedrog* on The Validity of a Notarial Deed Containing the Distribution of Inheritance

An assessment of the legal consequences of *bedrog* requires, first and foremost, the determination of the juridical position of the notarial deed as the object of dispute. The focus of this section is to evaluate the validity status of the deed where the parties' consent is proven to have arisen through deceit. Legally, a deed drawn up by or before a notary in the form prescribed by statutory regulations qualifies as an authentic deed as referred to in Article 1868 of the Indonesian Civil Code. Such status gives rise to the consequence that the deed possesses stronger evidentiary standing and is recognized as an official document that may serve as a basis of proof in civil disputes (Ramadhan, 2024). In this context, a deed of inheritance distribution cannot be equated with an ordinary

private agreement, as it is executed in a formal form and carries its own distinct legal consequences. This provision must be understood in conjunction with Articles 1321 and 1328 of the Indonesian Civil Code, which establish that defects of consent, including fraud (*bedrog*), may affect the material validity of an agreement without necessarily affecting the formal authenticity of the notarial deed. According to the author, the most important point to emphasize is not merely that a notarial deed possesses strong evidentiary force, but rather that the authentic status of the deed arises from the fulfillment of the formal requirements governing its formation. As long as the authority of the public official, the prescribed form of the deed, and the procedural requirements for its execution are satisfied, the deed retains its status as an authentic deed, even if disputes later arise regarding its contents or the underlying circumstances of the parties' consent (Indarto & Octarina, 2024).

a. Effect of *Bedrog* on the Material Validity of Agreements

The normative implication is that an allegation of *bedrog* does not automatically extinguish the formal status of a notarial deed. As long as the deed is executed by an authorized public official, in the form prescribed by law, and in compliance with procedural requirements, it retains its status as an authentic deed (Iqbal, 2020). However, the existence of *bedrog* may affect the material validity of the agreement embodied in the deed, particularly where the consent of the parties is not given freely due to deceit. In this respect, *bedrog* does not directly invalidate the formal authenticity of the deed, but instead attacks the juridical basis underlying its contents. However, the affirmation that an allegation of *bedrog* does not automatically eliminate the formal status of the deed does not fully resolve the legal issues that arise in practice. Once the deed is positioned as an authentic deed, further analysis must be directed toward identifying the party who may be held liable when a dispute arises due to deceit in the process of inheritance distribution. This is important because disputes arising from a deed do not always originate from defects in the deed itself, but may also stem from the conduct of the parties who use the deed as a means of expressing their intentions (Sulaiman et al., 2026).

b. Notarial Liability in Deeds Containing *Bedrog*

At the next stage, the discussion focuses on the limits of notarial liability, particularly in distinguishing between the notary's duty to ensure the formal validity of the execution of the deed and the material truth of the facts and statements presented by the appearing parties. This distinction is relevant so that the element of *bedrog* is not automatically qualified as the notary's fault, but is instead assessed proportionally based on the actual source of the dispute. In disputes concerning inheritance distribution embodied in a notarial deed, the existence of *bedrog* cannot automatically be attributed as the responsibility of the notary. This is because a notary fundamentally functions as a public official who records the intentions of the appearing parties in the form of an authentic deed, rather than as a party having an interest in the substance of the agreed inheritance distribution (Dewantoro, 2021). In such circumstances, where the deceit originates from one of the heirs or another party, the source of the problem must first be identified before determining who bears responsibility.

In the context of this study, it is important to distinguish between defects arising from the process of making the deed and defects arising from the will of the parties. If the deed is made without fulfilling procedural requirements, such as the absence of a party who should have been present, violations of the reading procedure, or non-compliance with the prescribed form of the deed, then the issue falls within the realm of the deed's formal validity (Husain, 2026). Conversely, where the dispute arises because an heir was concealed, false statements were made regarding family relations, or the value of estate assets was manipulated, the principal issue lies in the material truth originating from the parties themselves (Husain, 2026). According to the author, a notary cannot be held liable merely because it is later proven that fraud occurred between the parties, provided that the notary has performed the duties of office carefully and in accordance with legal provisions. However, the situation is different where the notary is aware of inaccurate data, disregards documents that ought reasonably to be doubted, or proceeds to draw up the deed without applying the principle of prudence. In such circumstances, notarial liability may arise because the

problem no longer originates solely from the parties, but also from the negligence of the public official who executed the deed (Anand & Hernoko, 2016).

The normative implication is that not every deed of inheritance distribution disputed on the basis of *bedrog* is identical with a defect in the notary's official conduct. Assessment must be carried out casuistically by distinguishing between abuse of trust by the parties and a breach of the notary's professional duties (Sulaiman et al., 2026). This distinction is important so that legal protection is granted proportionally, both to the injured party and to the notary who has performed the office in accordance with the law (Randomis, 2025). The affirmation of the limits of notarial liability directly affects the manner in which the legal position of a disputed deed of inheritance distribution should be assessed. The element of *bedrog*, which is not always synonymous with fault in the notary's official conduct, indicates that the legal issue may lie in the parties' consent underlying the contents of the deed (Amalia & Soroinda, 2024). In such circumstances, the assessment of the deed must be properly directed toward distinguishing between the formal validity of its formation and the material enforceability of the contents embodied therein.

The distinction between defects in the notary's official conduct and defects of consent on the part of the parties has consequences for the manner in which the legal effects upon a deed of inheritance distribution are assessed. Where deceit originates from the process through which consent was formed, the principal issue does not lie in the form of the deed, but rather in the juridical basis underlying its contents. Therefore, the determination of its legal consequences must be properly situated between the deed's formal validity and the material enforceability of the parties' agreement (Sari et al., 2025).

c. Legal Consequences and Annulment of the Deed

On that basis, a deed of inheritance distribution containing elements of *bedrog* is more appropriately placed within the category of voidable instruments (*vernietigbaar*), rather than instruments that are null and void by operation of law. This means that the deed continues to produce legal effects unless and until there is a court judgment declaring its annulment (Zackia, 2021). This

mechanism further demonstrates that the law provides room for defense, evidentiary examination, and judicial assessment before a deed loses its enforceability. Where there has been a final and binding court judgment declaring the existence of *bedrog*, the subsequent legal consequences extend to the material enforceability of the contents of the deed. This is reflected in judicial practice, as seen in Putusan Mahkamah Agung Nomor 2828 K/Pdt/2017, where the Court did not merely recognize the existence of deceit as a defect of consent, but further annulled the notarial deed on that basis. The decision demonstrates that once *bedrog* is proven, the legal consequence extends to the loss of the binding force of the agreement embodied in the deed, particularly with respect to the distribution of rights among the parties. This confirms that, in practice, *bedrog* operates not only at the level of consent formation, but also as a ground for the annulment of agreements contained in notarial deeds.

The binding force of the agreed inheritance distribution is extinguished, the provisions concerning the respective shares of the heirs no longer bind interested parties, and the deed loses its legal function to the extent of the annulled portions (Lubis et al., 2025). In this regard, what is removed is not merely the physical form of the deed, but the binding force of the civil law norms embodied therein. The legal consequence in the form of annulment does not, in principle, end with the assessment of the deed's status alone. Once the deed is declared ineffective or no longer binding, further consequences arise affecting the legal relationships among the heirs, the status of the estate assets, and various legal acts that have been undertaken on the basis of that deed. Accordingly, annulment must be understood not as the end of the dispute, but as the starting point for the proportional reordering of the rights and obligations of the parties.

From a juridical perspective, an inheritance distribution that was originally based on an annulled deed loses the foundation of its enforceability. Agreements concerning the determination of shares, the transfer of specific assets, or other arrangements deriving from the deed can no longer be maintained against interested parties (Santosa & Franciska, 2025). As a result, the legal position of the heirs must be restored to the condition that ought to have existed as though the distribution had never been lawfully completed. The next consequence is the

necessity of conducting a redistribution in accordance with applicable legal provisions. Such redistribution may be achieved through deliberation among all heirs, the making of a new agreement, or by way of a court judgment where the parties fail to reach consensus (Santosa & Franciska, 2025). According to the author, this stage is important because the annulment of the deed does not automatically resolve the dispute, but merely opens the path for the fair and proportional reorganization of the parties' rights.

For heirs who were previously excluded, concealed, or deprived of their share as a result of deceit, the annulment of the deed provides a legal basis to claim restoration of their rights. Such rights may include recognition of their status as heirs, determination of the inheritance share that ought to be received, or claims for damages arising from the unlawful distribution (Santosa & Franciska, 2025). The normative implication is that annulment functions as a corrective instrument to restore the balance of rights among the heirs. The issue becomes more complex where estate assets have been transferred to third parties on the basis of a deed that is subsequently annulled. In such circumstances, resolution cannot be carried out automatically, but must instead be assessed casuistically based on the nature of the transferred asset, the form and manner of transfer, the legal position of the recipient, and whether good faith existed at the time the asset was acquired. Such assessment is important because the legal consequences may differ between movable and immovable property, between recipients who were aware of the dispute and recipients acting in good faith, and between gratuitous transfers and transfers involving economic consideration.

In addition, there remains the possibility of restitution or recovery of inheritance shares that were unlawfully received. Such recovery may take the form of the return of estate assets, adjustment of economic value, or other forms of restoration deemed equitable under the law. Such restoration ultimately demonstrates that the legal consequences of *bedrog* in a deed of inheritance distribution cannot be viewed narrowly as merely a matter of whether a deed is annulled or remains effective. More than that, a broader perspective is required—one that treats inheritance disputes as matters involving the protection of civil rights, the balance among heirs, and substantive justice for all affected parties. On

that basis, the author's analysis becomes relevant in emphasizing the direction of legal development in addressing disputes of this kind.

A third party who acquires estate assets in good faith deserves legal protection so that the annulment of the deed does not impose the entirety of the loss upon that party. However, such protection depends on the quality of the party's good faith, including whether the party was aware of defects in title or participated in the fraudulent scheme. Accordingly, parties acting in bad faith are not entitled to the same degree of legal protection and may be required to restore the transferred assets or provide compensation (Faisal, 2015; Karjoko et al., 2024). The determination of good faith in this context must be assessed through both subjective and objective standards. Subjectively, good faith refers to the absence of knowledge on the part of the third party regarding the existence of defects in consent or fraudulent conduct in the underlying transaction, while objectively it is measured based on propriety and reasonableness, including whether the party has exercised sufficient caution and due diligence in acquiring the assets (Pulungan, 2025; Yudhistira & Nasution, 2025).

In the context of inheritance disputes, this assessment becomes crucial in determining whether the recipient of transferred assets is entitled to legal protection. Third parties who acquire assets without knowledge of fraud and in accordance with reasonable standards of conduct may be granted legal protection, whereas those who are aware of fraudulent circumstances or deliberately ignore suspicious conditions may be considered to be acting in bad faith and therefore not entitled to legal protection (Yudhistira & Nasution, 2025). Furthermore, parties involved in transactions that are later declared defective or invalid may be subject to legal consequences, particularly where the agreement is found to violate the principle of good faith or cause harm to other parties. In such circumstances, the law may impose obligations including restitution of assets or compensation for losses arising from the defective agreement (Prayuda et al., 2025). In addition, there remains the possibility of restitution or recovery of inheritance shares that were unlawfully received. Such recovery may take the form of the return of estate assets, adjustment of economic value, or other forms of relief considered equitable under the law (Karjoko et al.,

2024). Accordingly, the annulment of a deed of inheritance distribution ultimately concerns not only the cancellation of the document, but also the reconstruction of rights, the restoration of the legal position of the heirs, and, where estate assets have been transferred, the protection of good-faith third parties and the practical resolution of consequences that have arisen.

Beyond the legal consequences for the status of the deed and the distribution of rights among the parties, such circumstances also open the possibility of pursuing further legal measures as a means of recovery. Such remedies may include the reorganization of inheritance distribution, claims for damages, or settlement through deliberation or judicial proceedings depending on the concrete circumstances involved (Santosa & Franciska, 2025). Therefore, the annulment of the deed functions not only to correct defects that occurred in the past, but also as a basis for realizing justice and legal certainty for affected parties. Within this framework, the theory of legal protection, together with the values of responsibility and justice, serves as the principal foundation for upholding the principle of restoration to the original condition (*status quo*). Restoration should not be understood merely as the annulment of the deed, but must be directed toward returning the injured parties' rights to the position they would have occupied had the deceit never occurred (Halipah et al., 2023). Therefore, parties who have suffered loss deserve proportional restitution, whether through the return of inheritance shares, adjustment of economic value, compensation for damages, or other forms of relief appropriate to the specific circumstances of the case. Through such an approach, the resolution of disputes concerning deeds of inheritance distribution containing elements of *bedrog* does not stop at a formal assessment of the document, but truly realizes substantive justice for all interested parties.

These considerations demonstrate that the resolution of disputes concerning deeds of inheritance distribution containing elements of *bedrog* cannot rely solely upon the mechanical application of legal norms. A more reflective perspective is also required in order to assess whether the existing legal framework is truly capable of meeting the demands of justice in inheritance matters. Accordingly, this issue must be viewed through a more substantive

approach oriented toward the protection of the parties' rights. According to the author, disputes over deeds of inheritance distribution involving *bedrog* possess characteristics that differ from ordinary civil contractual disputes. The subject matter in such cases concerns not merely property, but also family relationships, the legal status of heirs, and civil rights arising from the death of a person. Therefore, the applicable legal approach is insufficient if the matter is treated solely as an ordinary contractual dispute.

In practice, the assessment of notarial deeds is often overly focused on whether the formal requirements for the making of the deed have been fulfilled. Yet in cases involving allegations of *bedrog*, the principal issue may instead lie in the process through which the parties' consent was formed. The presence of all appearing parties, the completeness of signatures, or compliance with the formal structure of the deed does not necessarily reflect that the agreement was reached freely and honestly (Amalia & Sorinda, 2024). According to the author, in the context of inheritance disputes, the judge should not merely assess the deed's formalities, but must also examine the sequence of events preceding the formation of consent, including the possibility that certain parties were concealed, information was falsified, or other circumstances misled the heirs. Furthermore, the mechanism of annulling a deed is fundamentally a form of correction against defects that have already occurred, yet it is not always sufficient to remedy all resulting consequences. In inheritance disputes, annulment may terminate the enforceability of the deed, but it does not necessarily and automatically restore the balance of rights among heirs that has been disturbed (Santosa & Franciska, 2025). Therefore, ideal legal protection should not stop at a declaration that the deed is annulled or non-binding, but should also ensure proportional restoration for every injured party according to their respective legal status and rights.

The normative implication of this view is the need for a more substantive approach in adjudicating disputes concerning deeds of inheritance distribution. Law enforcement should not be oriented solely toward formal certainty, but must also place material justice as its primary objective (Halipah et al., 2023). In

this way, an authentic deed remains respected as an instrument of legal certainty, yet it is not used to protect the outcome of consent obtained through deceit.

Conclusion

The findings of this study demonstrate that *bedrog* in Indonesian civil law constitutes a form of defect of consent that directly affects the validity of the parties' agreement, as regulated under Articles 1321 and 1328 of the Indonesian Civil Code. The existence of *bedrog* does not eliminate the formal status of a notarial deed as an authentic deed, provided that the formal requirements for its execution have been fulfilled. However, *bedrog* affects the material validity of the agreement embodied in the deed, as the consent given does not arise from a free and genuine will. Consequently, a deed containing elements of *bedrog* is classified as a voidable agreement (*vernietigbaar*), meaning that it remains legally binding unless and until it is annulled by a court decision. The implications of these findings underline that the resolution of disputes concerning notarial deeds of inheritance distribution involving *bedrog* must not be limited to the formal aspects of the deed, but must also focus on the process through which the parties' consent was formed. The annulment of such a deed not only results in the loss of its binding force, but also necessitates the restoration of the heirs' rights in a proportional manner, including the possibility of redistribution of inheritance assets, restitution, and compensation. Furthermore, legal protection must also be afforded to third parties acting in good faith, assessed through both subjective and objective standards of good faith. Accordingly, a more substantive and justice-oriented legal approach is required to ensure that dispute resolution not only provides legal certainty but also effectively restores the balance of rights among the affected parties.

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Declaration of Generative AI Use

During the preparation of this manuscript, the author(s) used ChatGPT (OpenAI) to assist in improving the clarity, structure, and readability of the text. After using this tool, the author(s) thoroughly reviewed, edited, and verified the entire content to ensure it accurately represents their own ideas and interpretations. The author(s) take full responsibility for the integrity and originality of the published work.

Competing Interest

The author declares that there are no financial, professional, or personal conflicts of interest that could have influenced the preparation, content, or publication of this manuscript.