

## Accountability and Legal Protection for Notaries in the Case of Deed of Change of Shareholding Company

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### ABSTRACT

*This research examines the accountability and legal protection of notaries in cases involving Deeds of Change of Shareholding in companies, focusing on the potential legal risks and protections for notaries when disputes arise. The background highlights the critical role of notaries in ensuring legal certainty and authenticity in corporate transactions, particularly in share transfers, while addressing challenges such as negligence, fraud, or unauthorized changes. The study aims to analyze the extent of notaries' legal liability—civil, criminal, and administrative—and the protections available under Indonesian law, specifically Law Number 2 of 2014. Using a normative juridical approach, the research analyzes primary legal materials (e.g., Civil Code, Notary Law) and secondary sources (journals, expert opinions) to evaluate cases like PT Asia Pacific Mining Resources (APMR), where unauthorized share transfers occurred. Findings reveal that notaries face liability if negligence or involvement in fraud is proven, but are protected when adhering to legal procedures. The study underscores the need for notaries to verify documents meticulously and follow ethical standards to avoid legal repercussions. Implications include recommendations for enhancing notarial practices and legal frameworks to balance accountability and protection, ensuring integrity in corporate transactions.*

### KEYWORDS

*Deed of Company Chane, Notary Liability, Legal Protection*



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## INTRODUCTION

Notaries are public officials who are authorized by law to make authentic deeds and have an important role in ensuring certainty, order, and legal protection in every legal act made before them (Pangaribuan, 2018). One of the important roles of notaries in corporate law practice is the making of deeds to amend the articles of association and recording changes in the share ownership structure of a limited liability company. In practice, a change in share ownership is a fairly complex legal act because it concerns the interests of shareholders, creditors, and other third parties (Adjie, 2011). Therefore, notaries are expected to carry out their roles professionally, carefully, and responsibly. However, it is not uncommon for legal disputes involving notaries to occur, especially if the deed they make becomes the object of dispute because it is considered invalid, contains incorrect data, or there is falsification of documents by the parties.

Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Notary Position (UUJN) has regulated the roles, obligations, and rights of notaries in carrying out their profession. However, challenges remain, especially if the notary is considered negligent or a party to the occurrence of a violation of the law (Arizona, 2020). Therefore, it is important to examine the duality of the position of the notary as a legally responsible party and as a profession that is also protected by law. Legal problems like this raise questions about the extent of the legal liability of the notary for the deed he made, as well as what legal protection is available to the notary if he has worked in accordance with the applicable legal procedures and provisions (Sidharta, 2009). On the other hand, the Law on the Position of Notary and the Institution of the Notary Honorary Council (MKN) has regulated a mechanism for the protection of notaries in carrying out their professional duties so that they are not easily criminalized.

By looking at the importance of the position and responsibilities of the notary in the process of changing share ownership, as well as the potential legal risks faced, it is important to examine the form of notary liability in the event of a dispute related to the deed of change of shares, as well as how legal protection is provided to the notary in order to maintain professional integrity and legal certainty (Sumardjono, 2016). It is not uncommon for notaries to be accused of committing unlawful acts or even reported to the police on suspicion of participating in the crime of forgery. This becomes problematic, especially when the notary has carried out his duties according to the provisions, but remains a victim due to dishonest acts of the parties involved in the transaction. In such conditions, a fundamental question arises about what form of legal accountability can be imposed on notaries as well as what kind of legal protection is guaranteed by the national legal system to protect the professionalism and integrity of the notary office. In terms of legal responsibility, notaries can be held accountable in three aspects, namely: civil, criminal, and administrative/ethical. Civil liability refers to the general principle in Article 1365 of the Civil Code (KUHPerdata) regarding unlawful acts, where a notary can be sued for damages if the deed he made causes damages. In the criminal aspect, Articles 263 and 264 of the Criminal Code (KUHP) are the basis for entrapment if it is proven that there is a forgery of letters or data carried out by or with the knowledge of a notary. Meanwhile, administrative responsibilities can arise from violations of the code of ethics and procedures of the position, which can be examined by the Notary Supervisory Council (MPN).

On the other hand, the protection of notaries is also regulated by law, especially through the provisions of Article 66 of the Law on the Position of Notaries (UUJN) which requires permission from the Notary Honorary Council (MKN) before notaries can be summoned by investigators, prosecutors, or judges to be questioned in connection with the deed they made. This provision is intended to prevent criminalization or legal pressure on notaries who have acted in accordance with procedures. However, the implementation of this article still leaves debate in practice. Some law enforcement officials often ignore the mechanism of the Notary Honorary Council (MKN) on the grounds of the urgency of law enforcement, while notaries feel that they are not protected in real terms when facing legal proceedings.

One of the most common and significant forms of legal action in corporate practice is a change in shareholding. In a limited liability company (PT) legal entity, the transfer of ownership rights to shares marks a change in the control structure of the company and is often related to changes in business strategy, allocation of power in the General Meeting of Shareholders (GMS), and financial restructuring. This deed of change of shares is not just an administrative formality, but an important legal instrument that contains valid juridical evidence of the transfer of ownership. Changes in share ownership are common in the dynamics of companies with limited liability companies (PT). This change process must be legally recorded through an authentic deed made by the notary as a public official. The role of the notary is not only as a registrar, but also as a guardian of legal formalities so that transactions have certainty and evidentiary power before the law. However, in practice, legal problems often arise when the deed of change of share ownership is disputed, either due to invalid supporting documents, the existence of false signatures, or the incompatibility of the will of the parties (Gunawan Widjaja, 20020). This has legal consequences for notaries, especially regarding the

extent of the responsibility that must be beared, and the extent of legal protection that can be obtained.

In this writing, we take the case of the legitimate shareholders of PT Asia Pacific Mining Resources (APMR) who reported the transfer of their share ownership in PT Citra Lampia Mandiri (CLM) to irresponsible parties, and the inflating of shares in PT Aserra Mineralindo Investama (AMI) to 5 (five) times the amount. The transfer of shares without legal approval can fall into the category of unlawful acts, both civil and criminal. The notary or the party who made the deed of transfer of shares can be held legally liable if proven negligent or involved. Stock inflation without a legal basis can be qualified as a form of financial engineering that violates the principle of openness in the capital market and the Limited Liability Company Law.

This research uses a normative juridical approach, which is an approach that examines primary and secondary legal materials through literature study (Mamudji, 2010). Primary legal materials include laws and regulations such as the Civil Code (KUHPer), and Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Notary Position (UUJN). Secondary legal materials include literature, journals, and expert opinions. The analysis was carried out qualitatively with a descriptive-analytical approach. So that the problems of this research can be studied so that conclusions can be drawn on what is obtained.

The role of notaries in corporate transactions, particularly in the preparation of share transfer deeds, has been extensively studied in legal scholarship. Previous research by Nurhayati (2020) examined notarial accountability in amending company articles of association, highlighting the importance of due diligence in authentic deed preparation. Similarly, Arizona (2020) analyzed legal protections for notaries under Indonesia's Notary Position Law, emphasizing the balance between professional accountability and safeguards against unjust criminalization. Internationally, studies by De Groot & Leeuw (2017) in *The International Journal of Notarial Practice* compared notarial liability frameworks across civil law jurisdictions, noting that stricter verification requirements reduce fraud but increase litigation risks. These studies collectively underscore notaries' pivotal role in ensuring transactional legitimacy while facing significant legal exposure.

Despite existing literature, a critical research gap persists regarding the intersection of notarial liability and shareholder protection in contested share transfers. Most studies focus either on general notarial duties (Pranata, 2018) or corporate governance mechanisms (Sutedi, 2014), neglecting how notaries navigate conflicts between procedural compliance and material truth in disputed transactions. For instance, the PT Asia Pacific Mining Resources (APMR) case revealed ambiguities in notaries' obligations when shareholders allege unauthorized transfers—a scenario inadequately addressed in current legal frameworks. This gap necessitates a focused examination of notarial accountability in share transfer disputes, particularly where corporate governance failures and notarial oversight intersect.

The urgency of this research is underscored by rising legal disputes involving notarized share transfers in Indonesia, such as the APMR case, where alleged forged deeds disrupted corporate ownership structures. Law enforcement often targets notaries as accomplices, yet the Notary Honorary Council (MKN) frequently absolves them, revealing systemic tensions between legal accountability and professional protection (Baihaqi, 2023). Such conflicts

undermine trust in notarial deeds and corporate legal certainty, demanding urgent scholarly intervention to reconcile these competing interests. Additionally, the 2014 Notary Position Law's procedural safeguards (e.g., Article 66) require empirical evaluation to assess their efficacy in real-world disputes.

This study introduces novelty by integrating corporate law and notarial practice perspectives to analyze liability in share transfer disputes. Unlike prior works, it examines not only legal doctrines but also procedural missteps in high-profile cases (e.g., APMR's inflated shares), proposing a framework for notaries to mitigate risks. It also evaluates the MKN's role as an independent arbiter—a dimension overlooked in existing studies (Sumardjono, 2016). By linking notarial accountability to shareholder protection, the research offers fresh insights into how legal reforms could enhance transactional integrity without overburdening notaries.

The purpose of this research is twofold: (1) to analyze the scope of notarial liability in disputed share transfers under civil, criminal, and administrative law, and (2) to assess the adequacy of legal protections for notaries acting in good faith. Its benefits include guiding notarial best practices, informing policy reforms to balance accountability and protection, and strengthening legal certainty for corporations and investors. By addressing these issues, the study aims to reduce frivolous litigation against notaries while safeguarding shareholder rights—a contribution critical to Indonesia's business legal environment.

## RESEARCH METHOD

This study employed a normative juridical research type, focusing on analyzing legal norms, principles, and regulations related to notary accountability and legal protection in cases of share transfer deeds. The research utilized primary legal materials, including Law Number 2 of 2014 concerning Notary Position, the *Civil Code*, and relevant court decisions, as well as secondary legal materials such as academic journals, books, and expert opinions. The data population consisted of legal documents, case studies (e.g., *PT Asia Pacific Mining Resources*), and scholarly literature on notary practices and corporate law. The data sample was selected through purposive sampling, targeting specific cases, laws, and scholarly works that directly addressed notary liability and legal protection in share transfer disputes. Findings were contextualized within corporate law principles, with an emphasis on notarial due diligence and ethical compliance. The analysis resulted in recommendations for legal reforms and best practices to enhance notary accountability while safeguarding professional integrity in share transfer transactions.

## RESEARCH RESULTS

### ***Legal Liability for Notaries for Making Deeds of Change of Shareholding Company That Causes Losses to Other Parties***

Notaries have an important role in the creation of authentic deeds, especially in changes in the company's share ownership. Based on Law Number 2 of 2014 concerning the Notary Position, notaries are responsible for the formal correctness in making the deeds they make. Deeds made by a notary are considered authentic, which means they have a higher evidentiary force than ordinary documents. However, the notary is not responsible for the material (substantive) correctness of the information contained in the deed, as long as he has followed

the correct procedures and has not been involved in errors or fraud. In this case, the legal liability of the notary can be seen from two sides (Djumhana, 2006):

- 1) Formal liability: Responsibility for the formal validity of the document, whether the deed is made in accordance with the provisions of applicable law.
- 2) Material liability: Liability for negligence or material errors that may affect the validity of the deed, in the event of fraud or manipulation.

As an official appointed by the state, notaries have a great responsibility in terms of making valid and authentic deeds. One type of deed that is often made by a notary is a deed to amend the company's articles of association, including a change in share ownership in a limited liability company (Pranata, 2018). This process often involves transferring or changing the ownership structure of shares, which can be risky for the other party if done without proper procedures or with unauthorized data. Notaries are obliged to ensure that the deed he makes complies with the applicable legal provisions, both in company law (Law Number 40 of 2007 concerning Limited Liability Companies), criminal law (related to document forgery), and capital market regulations if related to public companies (Tbk). In this case, the legal responsibility of the notary arises mainly in the aspects of document verification, the legitimacy of the parties involved, and the material truth that must be carefully ascertained. If there is an allegation of document forgery or embezzlement of shares listed in the notary deed, then the notary can be subject to criminal liability based on the Criminal Code (KUHP), especially in Article 263 of the Criminal Code concerning forgery of letters and Article 264 of the Criminal Code concerning forgery of authentic deeds. From a civil law perspective, if a deed made by a notary causes harm to another party for example, a legal shareholder in a company whose shares are transferred without consent, then the aggrieved party can file a civil lawsuit to obtain compensation for losses incurred as a result of the deed made by the notary. The notary's liability can be in the form of damages (material and immaterial) to the aggrieved party and the cancellation of the deed that causes losses if it is proven that the deed is invalid (Fajar, 2022).

If it is proven that the notary is involved in falsification or manipulation of documents that cause losses to other parties (for example, in the case of an unauthorized transfer of shares), then the notary may be threatened with imprisonment or a fine in accordance with the applicable law. Negligence or notary errors that can give rise to legal liability can occur if the transaction party does not carry out adequate verification of the identity of the transaction, for example in the change of shares or changes in the articles of association involving a third party, does not comply with applicable legal procedures, such as not recording changes in shareholding in the register of shareholders or not notifying the changes to the authorities, and abuse of authority: for example, notaries knowingly engage in the creation of false deeds or deeds that are contrary to the law. Although notaries have a great responsibility in making deeds, they are also protected by law if they carry out their duties correctly. Legal protections for notaries include (Nurhayati, 2020):

- 1) Protection from unfounded claims: As long as the notary acts in accordance with his obligations and does not engage in adverse actions, they cannot be held liable for the substance of the deed.



- 2) Supervision by the Regional Supervisory Council (MPD): If there are allegations of ethical or procedural violations, the notary will be examined by the Notary Honorary Council (MKN).

In order to avoid potential mistakes or omissions that can harm other parties, notaries must follow several standard and careful procedures, including (Junaidi, 2010):

1. **Verifying the Identity and Authority of Related Parties:** The Notary must ensure that all parties involved in the deed of change of share ownership are the legal parties and have the authority to carry out the transaction. This includes verification of the list of shareholders, permission from the General Meeting of Shareholders (GMS), and valid identity documents.
2. **Ensure Compliance with the Company's Articles of Association:** Any change in share ownership must be in accordance with the provisions contained in the company's Articles of Association, including regulations governing the transfer of shares or the transfer of shares between shareholders.
3. **Correct Documentation:** The Notary must ensure that all supporting documents required for the change in share ownership are available and valid, such as a statement from the shareholders, the resolution of the GMS, and the relevant proof of payment.
4. **Proper Reporting:** Notaries are also obliged to ensure that changes that occur are recorded in the register of shareholders and reports to the competent authorities, such as the Ministry of Law and Human Rights or OJK, in accordance with applicable legal procedures.

However, if it is proven that the notary has engaged in an unlawful practice, such as abuse of authority or forgery, the legal protection against the notary may be revoked, and they will face legal proceedings in accordance with the applicable provisions. If the notary does not carry out these obligations correctly, then the negligence can cause losses to other parties, be it legal shareholders or investors. This omission can be in the form of a lack of adequate verification. If the notary fails to verify whether the party transferring the shares has the right to do so, or whether the change in share ownership is in accordance with the lawful approval in the GMS, then the deed made may be invalid and detrimental to the party who does not know about the change (Dharma, 2012). In some cases, there are parties who can take advantage of the weaknesses of the system to unilaterally forge or alter the deed, which can cause losses to other legitimate parties. If the notary does not report the change in shares to the authorities such as the Ministry of Law and Human Rights, or does not check the conformity between the changes in the deed and the applicable regulations, then the change in shares can be considered illegal and detrimental to those who are not aware of the action (Subekti, 2010).

For example, in a case involving PT Asia Pacific Mining Resources (APMR), if there is a transfer of shares without the knowledge of the legal shareholders, the notary may be considered negligent if he does not examine or investigate more deeply the validity of the transaction recorded in the deed he made. In the case of PT APMR and PT CLM, if the notary is involved in the making of a deed that transfers shares without the legal consent of the shareholders, then the notary can be held liable, both civil (compensation) and criminal (document forgery). Likewise in the case of PT Aserra Mineralindo Investama (AMI), where

the inflating of shares recorded in the deed can be the basis for filing a lawsuit against the notary if it is proven that there is negligence or violation of the law.

Regarding the announcement of the Ownership and Management of PT Citra Lampia Mandiri (the "Company") and PT. Asia Pacific Mining Resources (the "Company") in one of the local newspapers in South Sulawesi dated September 16, 2022, the legal attorney of PT. Asia Pacific Mining Resources (APMR) and PT Citra Lampia Mandiri (CLM), Rusdianto Matulatuwa, denied the transfer of shares and the change of name of shareholders in PT. Asia Pacific Mining Resources. For information, as of September 16, 2022, PT. Asia Pacific Mining Resources announces the change of data regarding the transfer of shares and the change of the name of shareholders and management of the Company to the General Legal Administration System (AHU) of the Ministry of Law and Human Rights (Kemenkumham) based on the deed of Notary Oktaviana Kusuma Anggraini with deed No.06 dated August 24, 2022. All shareholders of APMR, namely Thomas Azali and Ruskin and the Company's legal management, have never held a General Meeting of Shareholders (GMS). Meanwhile, confirmed in Jakarta, Thomas Azali as the company's shareholder stated that he had never held a GMS on August 24, 2022. PT. Asia Pacific Mining Resources has also denied the information about the transfer of shares and changes in the organizational structure announced in a local media in South Sulawesi by announcing the actual chronology through one local media in South Sulawesi and two national media. Thomas stated that until this rebuttal was made, PT. Asia Pacific Mining Resources has never sold or transferred in any way all of its shares to PT. Aserra Mineralindo Investama, so that the transfer of shares and the change of the name of the Company's shareholders based on deed Number 06 dated August 24, 2022 made by Notary Oktaviana Kusuma Anggraini, is invalid according to the law.

As the legal representative of PT Asia Pacific Mining Resources, Rusdianto Matulatuwa expressed his concern over the action of amending this irresponsible company deed which directly involves the General Legal Administration (AHU) system of the Ministry of Law and Human Rights (Kemenkumham). The company is conducting an investigation and will immediately take legal steps so that this does not drag on.

Based on the results of the examination, in accordance with the authority of the Notary Examining Council (MPN) in Law Number 2 of 2014, on November 17, 2022, the Regional Supervisory Council of Notaries of the South Jakarta Administrative City stated that Notary Oktaviana had violated the code of ethics of the position of Notary (Notary, 2014b). Violations occur in article 3 number 4, namely in terms of behaving honestly, independently, impartially, trustworthily, thoroughly, full of responsibility, based on laws and regulations and the content of the notary oath of office. For the violation of the code of ethics, the Regional Supervisory Council of Notaries of the South Jakarta Administrative City recommended that notary Oktaviana needs to receive guidance. Furthermore, the Regional Supervisory Council submitted the decision to the Regional Supervisory Council (MPW) of the Special Capital Region of Jakarta to examine and decide.

***Legal Protection for Notaries and the Company with the existence of a Company Change Deed in the case of shareholders in Pt Asia Pacific Mining Resources***

Changes in share ownership in a limited liability company (PT) are a common occurrence in the business world. However, such changes must be based on legitimate legal

procedures so as not to cause legal disputes or losses in the future. One of the important aspects of the process is the role of the notary as a public official who is authorized to make authentic deeds. Notaries have the obligation to ensure that all documents and legal actions outlined in the deed are carried out legally by the competent parties and with valid consent. The case of PT Asia Pacific Mining Resources (APMR) is in the spotlight because of the allegation of a unilateral transfer of shares from APMR in its subsidiary, PT Citra Lampia Mandiri (CLM), to another party without the consent of legitimate shareholders. In addition, there were also allegations of inflating share ownership by PT Aserra Mineralindo Investama (AMI) up to five times, which led to ownership conflicts and alleged document forgery. The case of PT Asia Pacific Mining Resources (APMR) which emerged due to the unilateral transfer of shareholding in its subsidiary, PT Citra Lampia Mandiri (CLM), raises serious concerns in corporate law practice. The shareholders of PT Asia Pacific Mining Resources (APMR) admitted that they had never agreed to the transfer of shares to other parties, while the deed of change of company was still issued and legally recorded at the Ministry of Law and Human Rights. In corporate law practice, notaries have a central role as public officials who make authentic deeds of legal acts, including changes to articles of association and changes in the company's share ownership structure. The notary deed is the basis for recording changes at the Ministry of Law and Human Rights (Kemenkumham) through the Online General Legal Administration (AHU) system.

There are legal principles that are not specifically mentioned in the UUJN, but if you analyze the philosophical foundations listed in the considerations, two legal principles can be found, which include (Salim, 2018):

- 1) The principle of legal certainty;
- 2) Principles of legal protection.

Legal certainty (*rechtszekerheid*) is a rule or legal clause that can guarantee the rights and obligations of each citizen or party. This certainty is contained in every deed made by the parties. Legal protection for every citizen means that a deed drawn up by or in front of a notary must provide a sense of security to all parties involved. In addition, legal protection is also important for the notary himself when carrying out his duties to maintain the integrity and professionalism of his position. In the case, the Notary became the Defendant, because the Notary was considered to have committed an unlawful act because of the deed he made related to the transfer of share ownership and the change of the company's board of directors and commissioners. Even though basically the Notary only carries out his position in making deeds. Judging from the process of making the deed, there are no provisions that are violated by the Notary. Notaries have made deeds in accordance with the provisions of the law and have complied with the Code of Ethics of their position. In making a deed, the Notary only acts to pour or affirm what is said or what is desired by the parties present.

Notaries can be held accountable for the deed they make when a dispute occurs in the future. The notary's responsibility is only on the deed he makes whether it is in accordance with the provisions for making an authentic deed according to the Civil Code and according to the Law on the Notary Position. The Notary cannot be held accountable when the elements of the unlawful act and the mistake are committed by the witnesses, because the Notary only records what is conveyed by the parties to be poured into the deed. In addition, the Notary also only



has the authority to check the formal correctness of the documents or minutes brought by the witness. On the other hand, the notary does not have the authority to check the material correctness of the document submitted by the witness, namely to check the correctness of the signatures by the parties in the given document. Regarding the material truth of the document, it is the responsibility of the parties who bring the document before the Notary. In making the Deed, the Notary only copies the contents of the circular decision of the shareholders, nothing is added or subtracted, and based on the information from the parties present as the person who is authorized by the meeting to appear before the Notary by explaining the results of the circular decision to be asked to make a Deed. Without a request from the audience, no deed will be made.

The Notary does not guarantee that what is conveyed by the parties is true, but the Notary guarantees that it is true that it is conveyed by the parties. The Notary has the authority to contemplate the wishes and agreements of the parties in a deed, besides that the Notary must also read the contents of the deed to the parties to ask for approval of the content of the deed read. The responsibility of the Notary is only limited to his obligation in carrying out his position in making deeds in accordance with the provisions of the UUJN. In the event of a forgery of signatures committed by the witness, the Notary cannot be held accountable because the Notary is also a victim of forgery committed by the witness, even the Notary can also report the forgery to the authorities. The Law on the Position of Notary provides legal protection for Notaries as stipulated in Article 66 paragraph (1) and paragraph (2) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, namely:

- 1) For the purposes of the judicial process, the investigator, public prosecutor, or judge with the approval of the Honorary Council of Notaries is authorized to:
  - a) Taking photocopies of the minutes of the deed and/or letters attached to the minutes of the deed or the Notary Protocol in the custody of the Notary; and
  - b) Summoning the Notary to attend an examination related to the deed he made or the Notary Protocol that is in the Notary's custody.
- 2) Photocopies of the minutes of the deed or papers as intended in paragraph (1) letter a, are made of the minutes of submission (Notary, 2014a).

Based on Article 1 number 1 of the Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number 17 of 2021 concerning Duties and Functions, Terms and Procedures for Appointment and Dismissal, Organizational Structure, Work Procedures, and Budget of the Notary Honorary Council, the Notary Honorary Council is: "The Notary Honorary Council is a body that has the authority to carry out Notary coaching and the obligation to give approval or rejection for the purpose of investigation and judicial process, upon taking a photocopy of the minutes of the deed and summoning the Notary to attend the examination related to the deed or Notary Protocol in the Notary's custody (Indonesia, 2021)." In the need of judicial proceedings, in the event that the Notary is suspected of committing a violation due to the deed he made, there is a process before the Notary can attend the trial. Legal protection is needed for Notaries so that law enforcers cannot directly summon Notaries to attend the trial, this is to maintain the dignity and dignity of the Notary position and maintain the confidentiality of the deed which is the obligation of the Notary as stipulated in the UUJN.

Law enforcement is not authorized to directly request information from the Notary and/or request a copy of the deed at the Notary's office, but must first obtain approval from the Notary Honorary Council (MKN). MKN is an institution that provides legal protection for Notaries, so that MKN based on its examination can first decide to allow or reject requests from law enforcement regarding the summons of Notaries or related to requests for photocopies of deeds made by/in the presence of Notaries that are being investigated by law enforcement. Muhammad Irfan Ramadhan said that the MKN is not part of the government that appointed it, the MKN functions as an independent institution that provides legal protection related to the notary's civil liability for the deed it makes. The MKN is not influenced by other parties or institutions when exercising its authority to issue decisions; Therefore, the decision made by the MKN cannot be contested. Based on the things mentioned above, it can be known that legal protection for Notaries is found in the UUJN and also from an independent institution, namely MKN.

### CONCLUSION

The discussion concludes that notaries bear legal responsibility civil, criminal, and administrative—for deeds of company changes, including share transfers, and must ensure all documents and data are valid and authorized. Negligence in verifying the legality of documents, or knowingly proceeding with flawed deeds, exposes notaries to legal liability, as illustrated by the *PT Asia Pacific Mining Resources (APMR)* case involving unauthorized share transfers and document irregularities. Legal remedies for aggrieved parties include civil lawsuits, administrative cancellations, and criminal reports, while notaries who adhere to proper procedures are entitled to legal protection from the state and professional bodies. The *APMR* case underscores the need for notaries to act with diligence and transparency to prevent misuse of their authority. For future research, it is suggested to examine the effectiveness of current legal protections for notaries in Indonesia and explore comparative frameworks from other jurisdictions to further strengthen notarial accountability and protection.

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