

Analysis of Notarial Debt Agreement Deeds And Their Relation To Unlawful Acts In Decision No. 211/PDT.G/2021/PN.SKT

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Abstract.

This study examines the legal characteristics of unlawful acts arising from debt agreement deeds prepared before a notary, with particular reference to the Surakarta District Court Decision No. 211/Pdt.G/2021/PN.Skt. It also explores the legal considerations adopted by the panel of judges in resolving the dispute. The issue addressed in this study stems from a debt agreement dispute that was not limited to breach of contract but also involved elements of unlawful conduct, particularly because the disputed acts were considered inconsistent with good faith, propriety, and the proper use of authentic deeds. This research adopts a normative legal method using statutory and case approaches. The legal materials analyzed consist of primary, secondary, and tertiary legal sources, which were examined qualitatively. The findings reveal that the dispute fulfilled the elements of an unlawful act as stipulated under Article 1365 of the Indonesian Civil Code, namely the existence of an unlawful act, fault, loss, and a causal relationship between the act and the damage suffered. The case demonstrates that a contractual relationship may evolve into an unlawful act when one party suffers harm due to the misuse of a notarial deed that is not based on good faith. The judges' reasoning was primarily grounded in the proof of material loss and the conduct of the parties, which was deemed contrary to law, fairness, and propriety. This study offers a legal contribution by emphasizing that a notarial deed should not be understood solely as an authentic evidentiary instrument, but also as a legal instrument that may give rise to liability when it is used unlawfully.

Keywords: *Unlawful act, debt agreement, notary, authentic deed and breach of contract.*

I. INTRODUCTION

A debt agreement is a contractual relationship between two or more parties in which the object of the agreement generally involves money. In such a relationship, the party providing the loan acts as the creditor, while the party receiving the loan acts as the debtor. The debtor is required to repay the borrowed amount within a specific period as agreed by the parties.

As a form of contract, a debt agreement gives rise to reciprocal rights and obligations. The creditor has the right to receive repayment, while the debtor bears the obligation to return the loan, usually together with interest, within the agreed timeframe. In practice, repayment is commonly made in installments according to the terms determined by the parties.

The provision of a loan is not without legal and financial risk. One of the most common risks faced by creditors is the debtor's failure to repay the debt, either partially or in full. This risk becomes more significant when repayment is not made immediately but is deferred through periodic installments. Therefore, creditors must carefully assess the debtor's capacity and willingness to fulfill their repayment obligations.

To reduce potential risks, creditors often require collateral as a form of security. Collateral functions as a legal safeguard to ensure that the creditor has protection if the debtor fails to perform their contractual obligations. In this context, legal certainty and protection are important elements in debt agreements, particularly when the agreement involves substantial financial value.

In principle, a debt agreement should operate properly when the parties act in good faith. However, disputes may arise when one party fails to perform its obligations or acts in a manner that violates the principles of fairness and propriety. This situation can be seen in Case No. 211/Pdt.G/2021/PN.Skt, in which the plaintiff filed a civil lawsuit against several defendants and co-defendants, including notaries, in relation to a debt and capital loan arrangement.

The plaintiff argued that the legal relationship originally concerned a debt obligation. However, the dispute later developed because several parties claimed that the plaintiff had additional obligations to other defendants. The plaintiff denied these claims and asserted that he had never received capital loans from those parties. This dispute became more complex because it involved authentic deeds made before notaries, which were later questioned in terms of their substance and legal consequences.

II. RESEARCH METHOD

This study uses normative legal research with a descriptive-analytical approach. The analysis is conducted through statutory and case approaches in order to examine the legal norms and judicial reasoning relevant to the dispute. The legal materials used in this research consist of primary and secondary legal materials obtained through library research. These materials are then analyzed qualitatively to formulate legal arguments and conclusions.

III. RESULT AND DISCUSSION

The dispute in Surakarta District Court Decision No. 211/Pdt.G/2021/PN.Skt is a civil case arising from a debt relationship formalized in a notarial deed. At first, the dispute appeared to be contractual in nature because it originated from a debt agreement between the parties. However, the case later developed into a claim of unlawful act because the plaintiff alleged that the defendants' conduct had caused loss and violated legal principles.

The legal relationship between the parties began when the plaintiff required funds and entered into a debt arrangement with the creditor. To provide legal certainty and secure repayment, the parties formalized the agreement before a notary in the form of an authentic deed. In general, such a deed is intended to serve as strong evidence and to provide legal protection for the parties involved.

Nevertheless, the plaintiff argued that the implementation of the agreement did not reflect a balanced legal relationship. The plaintiff claimed that there had been an abuse of circumstances and an imbalance of bargaining power during the formation and execution of the agreement. The dispute intensified when the collateral object connected to the debt relationship was allegedly controlled or transferred in a manner inconsistent with the initial agreement.

According to the plaintiff, the defendants used their stronger position to obtain an improper advantage through the notarial deed. Although the substance of the legal relationship was a debt agreement, the arrangement was allegedly constructed in a form that provided greater benefit to the creditor. As a result, the plaintiff claimed to have lost rights over the collateral object and suffered both material and immaterial losses.

The plaintiff further argued that the defendants' conduct satisfied the legal elements of an unlawful act under Article 1365 of the Indonesian Civil Code. These elements include an unlawful act, fault, loss, and a causal connection between the act and the loss suffered. The existence of these elements indicates that the dispute was not merely a matter of contractual non-performance but also involved conduct that harmed another party unlawfully.

An important issue in this case concerns the legal position of authentic deeds made before a notary. Although an authentic deed has strong evidentiary value under Indonesian civil law, its validity and legal effect may still be questioned when its substance or implementation contradicts good faith, propriety, and justice. Therefore, formal compliance alone is not always sufficient to ensure substantive fairness.

This case illustrates that notarial deeds do not provide absolute legal protection when they are used in a manner that creates injustice or facilitates the abuse of rights. It also reflects a shift in Indonesian civil adjudication, where courts increasingly consider substantive justice rather than relying solely on the formal validity of legal instruments.

The judges' considerations in this decision show that the court examined not only the existence of the notarial deed but also the conduct of the parties and the consequences arising from the agreement. The court's assessment of material loss and the violation of legal principles became central to determining whether the defendants' actions constituted an unlawful act.

IV. CONCLUSION

Based on the analysis of Surakarta District Court Decision No. 211/Pdt.G/2021/PN.Skt, a debt agreement made before a notary is legally recognized as an authentic deed with strong evidentiary value under Indonesian civil law. However, such a deed may still become the subject of legal dispute when its formation or implementation violates the principles of good faith, propriety, and applicable legal norms.

The actions of the parties in this case fulfilled the elements of an unlawful act as regulated under Article 1365 of the Indonesian Civil Code. These elements include unlawful conduct, fault, loss, and a causal relationship between the act and the damage suffered. The dispute, which initially arose from a contractual debt relationship, developed into an unlawful act because the conduct involved was no longer limited to breach of contract but also infringed upon the rights of another party.

This study concludes that notarial deeds should not be viewed merely as formal legal instruments with evidentiary strength. They must also be assessed in terms of their substance, purpose, and implementation. When a notarial deed is used in bad faith or in a manner that causes legal harm, it may give rise to civil liability.

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REFERENCES

- [1] Azwardi, & Arum, M. (2022). Prinsip Kehati-Hatian dalam Pembuatan Akta Otentik oleh Pejabat Pembuat Akta Tanah (PPAT). *Jurnal Kewarganegaraan*.
- [2] Gatot Supramono. (2013). Perjanjian Utang Piutang, Jakarta: Kencana Prenadamedia Group.
- [3] Martha Noviaditya. (2010). *Perlindungan Hukum Bagi Kreditur Dalam Perjanjian Kredit Dengan Jaminan Hak Tanggungan*. Universitas Sebelas Maret, Surakarta.
- [4] Marzuki, P. M. (2019). *Penelitian Hukum*. Jakarta: Kencana Prenada Media Group.
- [5] Mgs. Edy Putra Tje'Aman. (1989). Kredit Perbankan: Suatu Tinjauan Yuridis. Yogyakarta: Liberty.
- [6] Hariri, A. H., & Babussalam, B. (2026). Reconstruction of the Legal Governance of Customary Tourism Villages: Addressing Institutional Fragmentation in Indigenous-Based Tourism Development. *International Journal of Educational Research & Social Sciences*, 7(2), 107–115. <https://doi.org/10.51601/ijersc.v7i2.1036>.