

## **THE AUTHORITY OF A NOTARIAL DEED COPY THAT UNDERTAKES CORRECTIONS DUE TO WRITING AND/OR TYPING ERRORS**

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### **Abstract**

*The ambiguity of the norms in Article 51 of the Law raises issues regarding the validity of copies of corrected deeds and the liability of Notaries towards the parties involved. This study aims to analyze the legal status of the corrected deed copies and the forms of Notaries' responsibility for errors that occur. The research method used is normative juridical legal research with legislative and conceptual approaches, through descriptive qualitative analysis of primary and secondary legal materials. Research findings indicate that corrections to copies of deeds remain valid and equivalent to the deed minutes as long as the errors are administrative in nature and the corrections are made in accordance with regulations, so they do not alter the substance of the deed. However, if corrections are made not in accordance with the UUJN procedures or result in substantial differences with the minutes, then the copy of the deed may be downgraded to a private deed and categorized as a legally defective deed. Notaries are liable in civil, administrative, criminal, and ethical terms, because such negligence constitutes an unlawful act under the concept of liability. In conclusion, corrections to deed copies remain valid as long as they do not change the substance and are carried out according to procedure, while Notaries are obliged to bear legal responsibility for any typing or writing errors arising from their negligence.*

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### **Abstrak**

*Ketidakjelasan norma dalam Pasal 51 Undang-Undang menimbulkan permasalahan terkait validitas salinan akta yang telah diperbaiki dan tanggung jawab Notaris terhadap pihak-pihak yang terlibat. Penelitian ini bertujuan untuk menganalisis status hukum salinan akta yang telah diperbaiki serta bentuk-bentuk tanggung jawab Notaris atas kesalahan yang terjadi. Metode penelitian yang digunakan adalah penelitian hukum normatif dengan pendekatan legislatif dan konseptual, melalui analisis kualitatif deskriptif terhadap bahan hukum primer dan sekunder. Hasil penelitian menunjukkan bahwa koreksi pada salinan akta tetap sah dan setara dengan akta asli selama kesalahan bersifat administratif dan koreksi dilakukan sesuai dengan peraturan, sehingga tidak mengubah substansi akta. Namun, jika koreksi dilakukan tidak sesuai dengan prosedur UUJN atau mengakibatkan perbedaan substansial dengan akta asli, maka salinan akta dapat diturunkan statusnya menjadi akta pribadi dan dikategorikan sebagai akta yang cacat hukum. Notaris bertanggung jawab secara perdata, administratif, pidana, dan etika, karena kelalaian semacam itu merupakan tindakan melanggar hukum berdasarkan konsep pertanggungjawaban. Kesimpulannya, koreksi pada salinan akta tetap sah selama tidak mengubah substansi dan dilakukan sesuai prosedur, sementara Notaris wajib menanggung tanggung jawab hukum atas kesalahan ketik atau penulisan yang timbul akibat kelalaian mereka.*

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## **INTRODUCTION**

Notaries in society's legal interactions are known as public officials who have the duty and authority to create deeds related to legal acts in the civil field, such as drafting deeds of establishment of legal entities, sales agreements, and even creating debt obligation deeds between banks and their debtors (Fatriansyah, 2023). Normatively, a notary is a position granted by the State that has the duty to carry out public service functions in the field of law (Satya Wibowo et al., 2022).

In Article 1 Paragraph (1) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 on the Position of Notaries, State Gazette of the Republic of Indonesia Year 2014 Number 3, Supplement to the State Gazette of the Republic of Indonesia Number 5491 (hereinafter referred to as UUJN-P) it is stated that a Notary is a public official authorized to make authentic deeds and has other authorities as referred to in this Law or based on other laws.

Tan Tong Kie believes that the task of a Notary is to formalize the legal relationships between the parties in a written and specific format, thereby creating an authentic deed. He is the creator of a document that holds strong weight in a legal process (Kie, 2000) and a Notary is a Public Official who is specifically granted authority by law to create a legal instrument that is authentic (having full evidential power) (Darus, 2017).

In carrying out their duties, a notary has the authority and main responsibilities as stipulated in Article 15 paragraph 1 of the UUJN-P, which states that a notary is authorized to make authentic deeds concerning all acts, agreements, and stipulations required by statutory regulations and/or desired by the parties concerned to be stated in authentic deeds, to ensure the certainty of the deed's date of creation, to store the deed, and to provide grosses, copies, and excerpts of the deed, all as long as the making of the deed is not also assigned or excluded to another official or person designated by law (Ardianta et al., 2023). This authority places the responsibility on the notary to ensure the certainty of the date of the deed's creation and obligates them to store the deed, whether the original or the minutes of the deed, and to provide the grosse, copies, and excerpts of the deed. (Repinta et al., 2025).

Thus, in the execution of the duties and authorities of a notary, creating a notarial deed begins with the creation of the original deed, called the minuta deed, and then it is made into copies

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or a grosse deed as well as excerpts of the deed. All forms of these notarial legal products are qualified as authentic deeds and are subject to the provisions of the Civil Code (hereinafter referred to as the Civil Code). Doctrinally, a notarial deed as an authentic deed is categorized as a perfect means of evidence (Taliwongso, 2022). Thus, a notarial deed, as an authentic deed, has full evidentiary power, which means that the mere existence of the notarial deed alone, without the need for any other evidence, is sufficient to prove the truth of a legal act or event (Yustika Barito, 2023). A notarized deed alone, without the need for other evidence, has become valid proof and demonstrates the truth of an act or legal event contained therein. Its status as perfect evidence or its evidentiary power is inherent, or as long as the deed is made in accordance with the provisions of the UUJN/UUJN-P.

The existence of a notarial deed as described above also has consequences for its legal force. This is because when a notary acts carelessly and even neglects the procedures for making a deed as stipulated in the UUJN/UUJN-P, it can render the deed legally defective, directly affecting its evidentiary power as an authentic deed. The legal consequence can manifest as a reduction in the deed's authenticity, commonly referred to as degraded authenticity, or a complete loss of authenticity, making the deed invalid as an authentic deed. Other legal consequences due to errors, negligence, or intentional acts by the notary when drafting the deed can result in the deed being null and void by law (*van rechtwege nietig*) and cancellable (*vernietigbaar*), thereby reducing its legal force to that of a private deed (*underhands acte*).

For example, in cases of mistakes or negligence due to lack of carefulness in typing letters in a word, sentence, or number in a deed, resulting in typographical errors in the form of missing or extra letters or numbers that cause the word or sentence to change its meaning from the original, which can occur in the draft deed as well as in copies, extracts, or the engrossed deed.

Typographical errors are distinguished between non-substantive errors, which are mistakes that do not cause a difference in meaning in the content of the deed created, or even if there is a difference in word meaning, the sentence context cannot be interpreted differently from what was actually intended, including spelling errors. Next are substantive typographical errors, which are mistakes that result in a difference in meaning or intent in the content of the deed, making the substance of the deed not in accordance with what the parties appearing actually wanted to be expressed in the deed.

Regarding the issues of mistakes or negligence as described above as the cause of editorial errors in the minutes or copies of deeds, corrections can be made by making amendments, either by

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mere striking out, striking out without replacement, or striking out with replacement of incorrect letters or numbers, which in notarial practice is known as 'renvoi.' In the UUJN/UUJN-P, corrections of errors in the minutes or copies of notarial deeds are regulated in Articles 48 to 50 of UUJN-P. Based on these provisions, corrections to the minutes of deeds can be made with the limitation that such corrections are conducted in the presence of the parties appearing and witnesses, and the signatures or initials of the parties appearing are affixed as a form of their approval. These corrections, based on the above provisions, are made by providing additions, changes, or insertions on the left side of the original deed or minutes of the deed.

In relation to this research, the matter to be studied is the correction of deed copies, due to the provision of Article 51 of the Notary Law which grants notaries the authority to make changes to deeds that have already been signed, following the procedures and processes for corrections or amendments, which must be made in the form of an official report. Article 51, paragraph 1, does not explicitly define the notary's authority to make corrections to deeds; what is meant here is the correction of deed copies. In other words, the error referred to in this study is the mistake or negligence of the notary that results in a typo in the deed copy, not in the original deed (minuta). In such cases, the question arises whether the notary has the authority to make corrections as regulated in Article 51, paragraph 1, and whether it is also mandatory to create an official report as stipulated in Article 51, paragraph 2 above.

The matters described above constitute vague norms contained in Article 51 paragraph 1 of the UUJNP because it does not clearly stipulate whether a notary is authorized or not authorized to make corrections to a copy of a deed resulting from an error, negligence, or typo that did not occur in the original minutes. Therefore, when a notary makes a correction to the copy without correcting the original minutes, the question arises whether this has legal consequences for the authenticity or validity of the deed itself.

Although Article 51 of the UUJN regulates the authority of notaries to correct writing errors and/or typographical errors, it does not stipulate whether they are authorized to make corrections to a copy of the deed without making corrections to the deed's minute due to such writing and typographical errors. The lack of clear regulation on this matter can lead to varying interpretations, especially regarding the extent to which corrections, as referred to in Article 51 of the UUJN, can be carried out.

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## **METHOD**

In this study, the researcher uses a type of research called normative juridical research or research focusing on normative juridical studies or doctrinal legal research. The approach that will be used in this study is the Legislative Approach (Marzuki, 2015) and Conceptual Approach (Diantha, 2019). The sources of legal materials used are primary legal materials consisting of legislation, official records or minutes in the making of legislation, and court decisions; secondary legal materials in the form of scientific writings. The technique for collecting legal materials in this research is Library Research, which is then analyzed using qualitative descriptive analysis.

## **RESULTS AND DISCUSSION**

Corrections of copies that are carried out in violation of the law can result in several legal consequences, including in the evidentiary value of the deed, responsibility, and sanctions for the notary. In terms of evidentiary power, a corrected copy of a deed that is not in accordance with the law only has the evidentiary value of a private document. This can be a reason for the party suffering a loss to claim liability from the notary for reimbursement of costs, compensation, and interest from the notary. A notary who makes corrections that are not in accordance with the law can be subject to administrative sanctions. These sanctions may include temporary suspension or honorable dismissal from the position of notary. In the case of corrections to a deed that do not comply with the provisions of the Law on Notary Position, the legal consequence may be that the deed has no validity or truth.

A copy of the deed will be valid once its minutes are corrected, provided that the correction is made according to the applicable procedure and does not alter the substance or content of the actual agreement. The correction is carried out to ensure that the issued deed accurately reflects the intended agreement and information, and complies with all relevant legal and administrative provisions. Thus, a copy of a deed that does not have the same wording as the deed's minutes can be declared null and void by a judge after a lawsuit is filed by parties who suffer losses from the deed, because not only is it not explicitly stated in the relevant article about the consequences of a deed copy that differs in wording from the minutes, but also the required legal conditions are not met, namely that the deed copy is not made based on the deed minutes and the deed copy is made with different wording. This has violated Article 1 number 9 and Article 16 paragraph (1) letter d of the UUJN. Therefore, both the deed copy and its minutes can be classified as a legally defective deed.

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The task of law is to achieve legal certainty (for the sake of order) and justice in society, so legal certainty is one of the conditions that must be met in law enforcement. This is in line with what Sudikno Mertokusumo stated, defining that "Legal certainty is judicial protection against arbitrary actions, which means that a person will be able to obtain what is expected under certain circumstances" (Mertokusumo, 1986). Meanwhile, according to Soerjono Soekanto: 'legal certainty requires the creation of general regulations, in order to create a safe and peaceful atmosphere in society' (Soekanto, 1976). Similarly, as van Kan stated, as quoted by E. Utrecht, law serves to ensure legal certainty in human interactions, and according to Gustav Radbruch, justice and legal certainty are permanent components of the law.

Based on these theories in relation to the validity of copies of deeds that have been corrected due to typographical errors or writing mistakes caused by the notary's oversight or negligence in making the copy of the deed, the validity of the correction of the deed's copy aims to ensure that justice and legal certainty can be achieved for the parties who created the deed along with all heirs who will later obtain rights from those parties and third parties who acquire rights from the legal actions contained in the deed.

Thus, a copy of the deed that has been corrected is an effort to obtain legal certainty. The copy of the deed can ensure certainty between one party and another, meaning it reflects the consistency of law enforcement for everyone without discrimination.

Notaries have significant responsibilities in the making of deeds, both in terms of legality and ethics. These responsibilities cover various aspects, ranging from ensuring compliance with the law to maintaining the integrity and validity of documents. In creating deeds, notaries only record the wishes and intentions of the parties involved, which are then formalized into authentic deeds according to the form specified by the UUJN. Notarial deeds are made according to the wishes of the interested parties in order to ensure or guarantee the rights and obligations of the parties, certainty, order, and legal protection of the parties. Essentially, notarial deeds contain formal truth in accordance with what has been conveyed by the parties to the public official (Notary) as explained in Article 15 of the UUJN-P.

A notary has a very important responsibility to the parties regarding copies of deeds that do not match the deed draft. The deed draft is the original manuscript written or typed by the notary and kept in their archives, while the deed copy is a duplicate of the draft provided to the relevant parties. If the deed copy does not match the draft, the notary must take appropriate and responsible steps to handle the situation. Here are some responsibilities of a notary to the parties:

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1. Error Correction

If it is found that the copy of the deed does not match the minutes, the notary must immediately correct the error and provide the correct copy to the involved parties, and the notary must explain to the parties the differences that occurred and the reasons for the correction made.

2. Legal Accountability

A notary is responsible for ensuring that the deeds issued, whether minutes or copies, have legal validity. If there are differences that could affect the validity of the deed, the notary must ensure that they are resolved in accordance with applicable legal regulations. The notary must take the necessary legal actions to correct the differences between the minutes and the copy. This may include drafting an amendment or additional deed if required.

3. Communication and Transparency

A notary must communicate any errors to all parties involved clearly and transparently. They must inform those parties about the steps being taken to correct the issue. The notary must document the correction process and ensure that all changes are properly recorded in their archives.

4. Preventing Future Mistakes

The notary must ensure that there are strict procedures to check the consistency between the draft and the copy of the deed to prevent similar mistakes in the future.

5. Compliance with Regulations and Rules

A notary must comply with the applicable regulations regarding the creation, issuance, and management of deeds, including provisions on how to handle errors or inaccuracies in deeds. A notary must be prepared to face audits or supervision from the relevant institutions that oversee compliance with notary regulations.

6. Professional Responsibility

**Ethical Responsibility:** Notaries must act with integrity and professionalism in handling this matter. They must ensure that their actions do not harm the interests of the parties and that the trust placed in them is not misused. If necessary, notaries may consult legal experts or advisors to ensure that corrections are made in the proper and lawful manner.

7. Legal Impact

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The notary must ensure that the corrections made do not change the rights or obligations that have been agreed upon by the parties in the deed. Errors in the deed copy that are not corrected can affect the legal rights granted through the deed.

By carrying out these responsibilities, a Notary can ensure that issues related to discrepancies between the draft and the copy of the deed are properly addressed and that the rights of the parties are protected. Proper handling also helps maintain public trust in the integrity of the Notary profession.

By using the theory of responsibility as a theory that analyzes the responsibility of legal subjects or actors who have committed unlawful acts or criminal acts to bear costs or damages or to carry out punishment for their mistakes or negligence, the theory of responsibility can provide answers regarding the responsibility of notaries towards the parties involved in making deeds in cases where the copy of the deed is corrected due to typographical errors or mistakes caused by the notary's negligence or oversight.

The above is in line with the meaning of the word responsibility, which means the state of being obliged to bear everything (if something happens, one can be sued, blamed, prosecuted, and so on). Bearing is understood as being willing to bear costs (manage, maintain), guarantee, or express a state of readiness to fulfill obligations. In relation to the position of a notary, which is closely related to authority, a legal act arises due to an act carried out by a legal subject based on the authority granted. From the existence of a legal act grounded in the authority held, a certain responsibility emerges. This aligns with the basic concept that there is no power without accountability (Azheri, 2012).

Meanwhile, responsibility in the legal dictionary can be referred to as liability and responsibility; the term liability refers to legal accountability, which is being liable for claims due to mistakes made by a legal subject, whereas the term responsibility refers to political accountability (Ridwan, 2016). The theory of responsibility emphasizes the meaning of responsibility arising from the provisions of the legislation, so that the theory of responsibility is understood in the sense of liability. As a concept related to a person's legal obligation who is legally responsible for certain actions, he can be subjected to a sanction if his actions are contrary to the law.

According to Hans Kelsen, who elaborates on the theory of responsibility in law as a concept related to the notion of legal duty (responsibility) and the concept of legal liability (liability), a person is said to be legally responsible for a certain act if they can be subjected to a sanction in the case of an opposing act.

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By using the theories mentioned above as analytical tools to dissect the issues of a notary's responsibility towards the parties who create deeds in relation to their responsibility for copies that are corrected due to negligence, resulting in typographical errors or writing mistakes in those copies, the notary's responsibility towards the deed copies and the parties involved arises from unlawful acts committed due to negligence (negligence tort liability). Based on the concept of fault that relates to both moral and legal aspects, which have become intermingled, the notary's responsibility in this context is the responsibility stipulated in Article 16 Paragraph (1) letter a of the Laws on Notary Position (UUJN-P), which dictates: acting honestly, prudently, independently, impartially, and safeguarding the interests of the parties involved in the legal act.

Thus, a notary must be meticulous in this matter; a notary is obliged to apply the principle of prudence in carrying out their duties, including being careful in the drafting of deeds. A notary who has been sanctioned for a violation must serve the imposed punishment, where this legal responsibility includes civil, criminal, administrative, and ethical responsibilities regarding the material accuracy of the deed created (Dyani, 2017).

## **CONCLUSION**

The validity of a copy of a deed that has been corrected by the notary who made it due to typos or writing errors holds the same legal standing as the original deed. Its validity is legally recognized under the law and there is no doubt about what is stated in it. Since the correction of a deed copy resulting from typos or writing errors is due to the notary's negligence, oversight, or mistakes in making the copy, the correction is not carried out on the original deed or its minutes.

A notary's legal responsibility for copies that are corrected due to negligence, resulting in typographical or writing errors in the copy of the deed, towards the copy of the deed and the parties who created it, is a liability arising from unlawful acts committed due to negligence (negligence tort liability). And based on the concept of fault related to both moral and legal aspects that have become intermingled, the responsibility of a notary in this regard is the responsibility regulated under Article 16 Paragraph (1) letter a, so the notary must act diligently, which means being obliged to apply the principle of caution in performing their duties, including being careful in the drafting of deeds. In the case of a notary who has been sanctioned for violations due to negligence, they must undergo the imposed punishment, where this legal responsibility includes civil, criminal, administrative, and ethical code responsibilities regarding the material accuracy of the deed created.

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