



Legal protection for notary employees as instrumental witnesses in maintaining the confidentiality of notary deeds

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Abstract

The principle of the rule of law guarantees certainty, order, and protection of the law which is based on truth and justice. Legal protection is certainly very important for notary employees who have an important role as instrument witnesses in maintaining the confidentiality of the notary deed. This paper aims to examine and explain legal protection for notary employees as instrumental witnesses in maintaining the confidentiality of the notary deed, examine and explain the position of instrument witnesses in the notary deed, as well as examine and explain the legal consequences for instrumental witnesses related to the confidentiality of the contents of the notary deed. This paper was developed using formative research methods. So that the results obtained in the form of legal consequences for instrumental witnesses related to the confidentiality of the contents of the notary deed: The obligation to keep the contents of the deed confidential and all matters relating to the making of the deed is attached for life to the witness of the deed even though he is no longer an employee of the notary.

Keywords: legal protection, notary, instrumente witness

Introduction

Article 1 point 3 of the 1945 Constitution of the Republic of Indonesia states that Indonesia is a state of law, the law here has the highest position in government and law is the protection of human interests. Law regulates all legal relationships between individuals and individuals, individuals with society, and individuals with the government.

The principle of the rule of law guarantees certainty, order, and protection of the law which is based on truth and justice. Certainty, order, and legal protection in legal traffic generally require evidence that determines the legal rights and obligations of legal subjects in society, one of which is carried out by a notary.

In Article 4 concerning the oath and promise of a Notary and Article 16 paragraph (1) letter (f) of the Law on the Position of a Notary, a Notary must maintain the confidentiality of everything regarding the deed he has made and all information obtained for the making of the deed by the oath of office except the law. The law determines otherwise. This means that the notary is obliged to keep the contents of the deed confidential, not only what is included in his deeds, but also everything that is notified or submitted to him in his position as a notary, even if it is not included in the deeds. As one of the legal instruments, a notary has the right to disobey as a professional public official, by having to hold his oath of office not to reveal the contents of the deed, on the other hand, a notary must stand in the interests of the state which refers to the public interest to complete the legal process in the judiciary, to produce a decision that is fair, useful and guarantees legal certainty.

The use of the right to keep things confidentially related to positions is also regulated in criminal procedural law, civil law, and the Criminal Code. Article 170 paragraph (1) of the Criminal Procedure Code states that because of his job, dignity, or position, he is obliged to keep it confidential, he

can be asked to be released from the use of the right to give testimony as a witness. namely about the things entrusted to them. Furthermore, in Article 1909 paragraph (2) of the Civil Code, it is stated that whoever because of his position, job, or position according to the law is obliged to keep something secret, but only regarding matters whose knowledge is entrusted to him as such.

The legal basis for a Notary to exercise authority related to authentic deeds is contained in the provisions of Article 15 of the UUJN. Notaries in carrying out their duties are assisted by Notary employees. An instrument witness must comply with the provisions of Article 40 paragraph (2) of the Amendment UUJN. The obligation to have witnessed in making an authentic deed is required in Article 16 paragraph (1) letter m in conjunction with Article 40 of the Amendment UUJN.

Notary Deed Witnesses are witnesses who participated in the making of the deed (instrument), therefore they are called Instrumentair Witnesses (Instrumentaire Getuigen). Every legal event is included in the making of a deed by a Notary, the presence of witnesses is required. These witnesses witnessed and saw for themselves a legal event. The witness who witnesses whether the making of a deed made by or before a Notary has been carried out by the legal requirements of an authentic deed is an instrument witness, namely a witness whose names are included in the Notary deed. It is this instrument witness who witnesses the inauguration of a deed by a Notary whether it has been prepared and read by a Notary and signed immediately by the appearers.

The witness who was present to witness the inauguration of the notary deed was called the instrument witness. Instrumental witnesses are witnesses in a notarial deed who are witnesses who participated in the making of the deed. Instrumental witnesses are required by law to be present at the making of a Notary deed. The task of this instrument

witness is to put a signature, testify about the truth of the contents of the deed and fulfill the formalities required by law. Usually, the witnesses for this instrument are the Notary's employees themselves. The identifying witness is the witness who introduces the appeared to the Notary. The identifying witnesses consist of two persons who are at least 18 years old or married and capable of carrying out legal actions.

Based on the above background, the identification of problems in this study are:

1. What is the legal protection for notary employees as instrument witnesses in maintaining the confidentiality of the notary deed?
2. What is the position of the Instrumental Witness in the Notary deed?
3. What are the legal consequences for instrument witnesses regarding the confidentiality of the contents of the notary deed?

Method

Research has been started, when someone tries to solve a problem, systematically with certain methods and techniques, namely scientific ones. Research is the main means in the development of science to reveal the truth in a systematic, methodological and consistent manner.

In addition, research is a search effort and not just observing an object. The purpose of research is to gain knowledge that can answer various questions or can solve a problem. What is sought is nothing but true knowledge or more precisely, where this correct knowledge can later be used to answer certain questions or ignorance.

Therefore, to obtain data, in writing this thesis the author uses the following methods:

Research Type

The type of research in this thesis is normative research. Normative juridical research examines the applicable laws and regulations in analyzing certain cases, which are related to legal protection for notary employees as instrument witnesses in maintaining the confidentiality of the notary deed. normative juridical, so-called because this research is library research or document study conducted or aimed only at written regulations or other legal materials.

The type of research in writing this thesis is descriptive analysis research, namely analyzing secondary data, including the content and structure of positive law which will be determined by the author to determine the content or meaning of the legal rules that are used as references in solving legal problems that are the object of study. Descriptive analytical research is research that aims to describe systematically and factually to get suggestions on what should be done to solve problems that occur.

Research Approach

The research approach used in writing this thesis is to use a statutory approach. A statutory approach is an approach taken by reviewing all laws and regulations related to the legal issues being handled.

Source of Legal materials

Sources of legal material data used in normative juridical research are primary legal materials, secondary legal materials.

1. Primary legal materials are legal materials that are

authoritative or have the authority or have binding power.

2. Secondary legal materials, namely legal materials that explain primary legal materials, which include books, literature, papers, and other written legal materials related to research problems.
3. Tertiary legal materials, namely supporting materials outside the field of law such as encyclopedia dictionaries or magazines related to research problems.

Data Collection Techniques

The data collection technique used in this study is a secondary data collection technique, namely secondary data obtained from the literature selected and collected systematically so that it can be used as a reference in conducting analysis. From the results of the research data carried out in a descriptive-analytical way the problems that exist in the background of the research proposal.

Analysis of Legal Materials

The method of analyzing legal materials is used qualitatively and concluding inductively, namely by systematically implementing the applicable laws and regulations regarding legal protection for Notary employees as instrument witnesses in maintaining the confidentiality of the Notary deed.

After all, data is collected completely, the data is analyzed using qualitative data analysis techniques, namely data collection using laws, theories, and legal principles. The use of qualitative data analysis is intended to measure and test data, concepts, theories, doctrines, by not using mathematical formulas or statistical formulas but by using logical reasoning.^[1]

With this data analysis method, it is hoped that a clear picture will be obtained so that it can answer the existing problems so it then produces a descriptive-analytical research result.

Discussion

Legal Protection for Notary Employees as Instrumental Witnesses in Maintaining the Confidentiality of Notary Deeds

The notary deed as an authentic deed comes from Article 1 of Law Number 30 of 2004 concerning the Position of a Notary, where the notary becomes a public official so that the deed made by the notary in his position acquires the nature of an authentic deed as contained in Article 1868 of the Civil Code. If a deed wishes to obtain a certificate of authenticity, then according to Article 1868 of the Civil Code, the deed in question must meet the following requirements:

1. The deed must be drawn up by or before a public official and therefore about notarial deeds regarding the acts of agreements and stipulations.
2. The deed must be in a form that has been determined by law, in which case it is threatened to lose its authenticity.

Hal This means that any negligence results in the invalidity of a deed. Whether or not a deed is authentic is also not enough if the deed is made by or before a public employee, but also the method of making it must be according to the provisions contained in the laws and regulations. A deed made by an official who is not authorized and without the

ability to make it or does not meet certain conditions is not considered an authentic deed but has the power as an underhand deed, as well as a notary deed as an authentic deed if it is made according to or meets the cumulative requirements. as required in Article 1868 of the Civil Code. However, if one of them is not fulfilled, the notarial deed is relegated to a private deed. Litigation is important for the security of the notary, so to maintain the continuity of the notary as well as the dignity of the notary itself, a notary must always pay attention to the code of ethics and always carry out his work by UUJN, so that the dignity of a notary cannot be seen from the number of clients or the amount of honorarium. , but rather the workings of the notary itself. Instrumental witnesses are attached to the position of a notary so that the protection is the same as that of a notary including his obligation to keep the contents of the deed secret. The notary has a body that protects him from all kinds of legal threats so that if the notary is treated unfairly or even criminalized by the party concerned with the deed he made, the notary still has its fortress, but it is different from the instrument witness who, although attached to the position of a notary, is not there are clear rules regarding legal protection if a witness is caught in a case, for that the notary himself plays a full role in protecting the witness.

One of the things that Notaries can do to the prevention of various legal problems in the future is to work according to the rules, one of which is by always reading the deed in front of the parties and presenting witnesses so that they can find out their wishes. the parties and the truth of the contents. deed. By always reading out the contents of the deed clearly and always perpetuating it with a picture when the notary reads the deed and when the parties affix signatures, it can minimize all future legal risks, for that, all notary actions here are very important. and influence in the future. Notaries in carrying out their professions are not infrequently entangled in legal cases reported by parties or third parties in connection with authentic deeds, even though the making of authentic deeds must be witnessed by witnesses who play a role. It is not uncommon for people who have interests to always find fault with a notary deed, for that in addition to having to carry out their duties by statutory regulations, a notary must also understand in legal settlements, especially in court, because various legal cases related to notarial deeds are not will only have an impact on the good name of the notary itself but also the witnesses who incidentally are notary employees. Regarding the law on the protection of instrumental witnesses, see also the blog that has been written by Habib Adjie. He said the presence of the Regional Supervisory Council (MPD) which has now changed to the Notary Territory Honorary Council (MKWN) as regulated in Article 66 of the UUJN has given hope for notary assessments and notarial deeds by institutions. that the understanding and understanding of a Notary, of course, in conducting a Notary examination at the request of investigators, public prosecutors or judges for the benefit of the judicial process, MKWN will carry out and evaluate the actions of the Notary and the related deed based on UUJN and Indonesian Notary Law.

A deed witness or a tool witness, when summoned in court for questioning, is no longer a witness in a deed who only sees the formalities of deed confirmation, but has become a public witness who can be questioned regarding cases or disputes involving the deed. made by a notary. The witnesses who were presented at the trial related to the

disputed notarial deed were deed witnesses who were employees or notary employees. The witnesses who came from notary employees who were presented at the trial provided information on the extent of their responsibilities in carrying out their obligations, namely in carrying out orders or tasks given by the notary.

the nature of their position as witnesses, the witnesses also listened to the reading of the deed, also witnessed the action or fact that was confirmed and the signing of the deed. The existence of instrumental witnesses is not only intended as evidence but also can help a notary's position be secure if a deed made by a notary is issued by one of the parties in the deed or a third party. However, in reality, notaries can still be prosecuted both criminally and civilly even though the authentic deed has been witnessed by instrumental witnesses.

Notaries have the right to deny which is legal protection for notaries so that notaries themselves have the right and obligation to take legal action, in contrast to instrumental witnesses who, although they must keep the deed secret, must provide correct information during the investigation process or at trial. As Hans Kelsen argues, a person can be held collectively responsible means an individual is responsible for an offense committed by another person. So if the instrument witness is not competent in the law, then it can easily be caught by the law and must be responsible for mistakes even though it is not for his negligence, for that the role of a notary here is also very important for the protection of instrumental witnesses.

In dispute resolution, in addition to having to master the settlement process in court, the notary must first try to resolve the problem or conflict amicably so that no one will feel disadvantaged, but if the deliberation does not find a common ground, the notary must be ready with all the evidence to prove it. settlement of disputes in court, so if from the start the notary has worked according to the correct procedure, it is unlikely that the notary will be harmed by disputes in the future, as well as this will have an impact on instrumental witnesses.

Position of Instrumental Witness in Notary Deed

Instrumental witnesses must be able to act in law, understand the language of the deed, there must be no close family relationship in the sense of an unlimited upward and downward line and a side line up to the third degree, either with the Notary or with the appearers. The notary must present 2 (two) witnesses, the identification of the identity and authority of the witness is stated explicitly in the deed. In addition, Article 40 of the UUJN has determined the requirements to be able to become an instrument witness and an instrument witness must be known by a notary. If the obligation to present 2 (two) witnesses cannot be fulfilled, Article 41 explains that the deed becomes a private deed. A notary has the task of making an authentic deed product that has the power of perfect evidence so that to produce an authentic deed, a notary must meet the requirements by the law, namely the need for someone's testimony.

The task of this instrument witness is to put a signature, testify about the truth of the contents of the deed and fulfill the formalities required by law. In current practice, the instrument witnesses are notary employees themselves. ^[2]

The role of the instrument witness is one of the absolute elements in making a notarial deed, so the notary must be careful in every deed preparation because it will have a

major impact on the notary himself and the parties in the deed, one of which is the presence of the instrumental witness. Instrumental witnesses must put their signature and thumbprint on the execution of the deed. So a notary must work properly from the start by the law.

The existence of instrumental witnesses is to fulfill orders from the law, to strengthen the material made, and to strengthen the authenticity of the notary deed so that it must be in its manufacture, while witnesses who are brought from outside only have a role to strengthen the material in an agreement. But both of them still have to know the contents of the deed. So if the notary does not fulfill the instrumental witness in making the deed, the authenticity is damaged and degraded into a private deed.

The consequences of instrumental witnesses in carrying out their roles are participating in researching the identities of the appearers, examining documents or data that form the basis for making the deed attached to the minutes of the deed, examining the substance of the deed, and witnessing the reading of the deed made by the notary in front of the witnesses. Furthermore, the position of the instrumental witness: 1. It is the implementation of the UUJN order. 2. The instrumental witness witnesses or knows what is behind it, thereby strengthening the validity and authenticity of the deed. Instrumental witnesses have the responsibility that the formalities stipulated by law are fulfilled, namely, that the appearers or parties have indeed been present before a notary and the identity of the appearers is by the description read by the notary, that the deed was signed before it was signed by the parties. first read out by a notary to the appearers and if there are no errors in the contents of the deed that was read out then signed by the parties concerned also attached a thumbprint by the parties, all of which was done by the notary and the parties in front of the witnesses. Instrumenter witnesses have a very important role for the notary, especially in making a notary deed, as the explanation of the witness is the one who sees, hears, and feels, so that in every making of the deed, the instrument witness must play a real role, especially when the notary reads the deed in front of the parties, the presence of an instrument witness be an absolute requirement.

Instrumental witnesses who participate in the making, reading, and signing of the authentic deed made by the notary will automatically be permanently involved in the deed. Consequently, if a deed that has been made and has been ratified by a notary has then been signed by witnesses at a time when a criminal charge or an unlawful act has brought it to court, the witness will automatically participate in the process of resolving the case starting from the initial investigation. carried out by the police until the time of giving testimony in court. This is done to provide evidence because instrumental witnesses, in this case, can be included in the category of evidence. The Criminal Procedure Code imposes a fairly heavy obligation on witnesses, some of which are even accompanied by criminal threats,

1. Obligation to fulfill summons for investigators and summons for trial. If the witness refuses to comply with the summons, the witness may be brought before by force. (Article 112 Paragraph (1)).
2. The obligation to swear or promise before giving information. This obligation is accompanied by the threat of being held hostage in a state detention center for a maximum of fourteen days if the witness refuses. (Article 160 Paragraph (3)).

3. The witness's obligation to remain present at the trial after giving testimony (Article 167).

Seeing the role and position of the instrument witness is very important in making a notarial deed because it is a formal requirement of the deed, but so far it has never received adequate attention from law enforcement even though the witness has played a major role in disclosing a criminal or civil action. Furthermore, in its application, the notary also needs to provide understanding to the appointed instrument witnesses regarding the roles and responsibilities carried out, so that the instrument witnesses have an overview of the legal impacts or risks in the future.

Legal Consequences for Instrumental Witnesses Relating to Confidentiality of Contents of Notary Deeds

A. Legal Protection for Notary Employees as Instrumental Witnesses in Maintaining the Confidentiality of Notary Deeds

In general, witnesses are evidence that has been recognized in the legislation. A witness is a person who gives testimony either orally or in writing or in the form of a signature that explains what was witnessed, both in the form of actions and actions of other people.

The witness in question is the one written in the UUJN-P as an instrument. The task of this instrument witness is to sign and provide testimony regarding the truth of the contents of the deed. The UUJN-P does not stipulate the obligation of instrumental witnesses to keep the contents of the deed confidential, even though the instrumental witness knows a lot about the information contained in the deed. The UUJN-P also does not provide legal protection for witnesses in the inauguration of the deed, even though the instrumental witness in the making of the deed has entered legal proceedings which have legal consequences. Instrumental witnesses about the obligation of a notary to keep everything related to the deed secret are arranged in Article 16 paragraph (1) letter f of the UUJN-P, which states that the law does not explicitly oblige witnesses to keep the contents of the deed secret. The legal consequences for the actions taken by the instrument witnesses are related to the confidentiality of the contents of the deed, the Notary can apply an unlawful act so that the instrument witness cannot be subject to the provisions of Article 322 paragraph (1) of the Criminal Code, there are no rules that require instrument witnesses to keep secret the contents of the deed, make it a weakness for a notary so that it is necessary to hold legal clarity on the obligations of instrumental witnesses in keeping the contents of the deed secret. In addition, if there is a case against the deed he signed as a witness, he must also receive legal protection and his safety must be guaranteed. In UUJN-P it has not been explained how the legal protection for instrumental witnesses is, so legal protection for witnesses can only be found in provisions outside the notary position regulations, namely Law Number 31 of 2014 concerning Amendments to Law Number 13 of 2006 concerning Protection of Witnesses and Victims.

UUJN and UUJN-P regulate the confidentiality of the contents of the deed in the oath of office of a notary (Article 4 paragraph 92) of the UUJN and the obligations of a notary in Article 16 paragraph (1) letter f of the UUJN-P. The most important element that must be kept secret is the contents of the deed and everything obtained in the process of making

the deed. The contents of the deed contain the wishes and desires of the parties interested in the deed, whereas the deed body contains the information provided by the parties interested in the deed. So this needs to be kept secret. Article 54 of the UUJN-P explains that a notary is only entitled to provide or notify the contents of an authentic deed to parties who have a direct interest, heirs, or other people who have the right to view the contents of the deed. It is clearly stated in UUJN-P that notaries must keep the contents of the deed and all information obtained in the process of making the deed confidential. The oath of office of a notary also regulates the confidentiality of the contents of the deed and all information obtained in the process of making the deed. Based on this, the notary must carry out the obligation to keep these matters confidential.

Meanwhile, instrumental witnesses are seen from their position and nature as witnesses who are required to be present in making a notarial deed, who also listens, witnesses the making of the deed and signs the deed, do not have to understand what is read and there is no obligation to keep the contents of the deed in memory. The involvement of instrumental witnesses in making authentic deeds makes instrumental witnesses part of the legal process. Instrumenter witnesses as an important part of the process of making authentic deeds should have an obligation to keep the contents of the deed they signed a secret, but the UUJN-P has not regulated the obligations of instrumental witnesses to keep the contents of the deed secret. There is no obligation to keep the contents of the deed secret and all information obtained in the process of making the deed by the instrumental witness, causing the instrument witness to be easily asked for information related to the deed signed by a third party or authorized party. The summons of the instrumental witness by a third party or by the authorities may result in the disclosure of the contents of the deed because there is no legal protection and certainty for the instrument witness to keep the contents of the deed confidential.

Instrumenter witnesses are part of the notary who should be obliged to keep the contents of the deed confidential to protect the interests of the parties in the deed. According to the protection theory presented by Satijipto Raharjo, that coordinating various interests in the community against certain interests can only be done by limiting the interests of the other party, so to protect the interests of the parties contained in the authentic deed, the notary and instrumental witnesses are obliged to keep the contents confidential. deed. By explaining the obligations of the instrument witness to the confidentiality of the authentic deed in UUJNP, it will provide legal protection for the instrument witness which is an important part of making the authentic deed. The law provides regulation and protection for notaries in carrying out their positions specifically in article 66 paragraph (1) of the UUJN with the approval of the Notary Honorary Council, namely by providing a letter of application. If the notary is negligent in carrying out his duties as a public official who makes an authentic deed, the notary can be sued by the parties or his clients who feel aggrieved as a result of the authentic deed made by the notary, in this case, the notary can be sued civilly or civilly criminal.

The case is different if this instrument witness no longer works at the notary's office or has become a former employee. This will result in former Notary employees

feeling that they no longer have responsibility for all work that has been done at the Notary's office, especially for the confidentiality of the deed which was known at the time of witnessing the deed. Not only the confidentiality of the deed, but everything related to the Notary's office will be vulnerable to being open to the general public which should be a secret because as long as the former Notary employee works in the Notary's office, it will automatically learn good practice regarding the making of the deed. as well as regarding the management of the office, so there is a need for clear regulations regarding more detailed arrangements for any actions or actions that regulate employees or former employees of a Notary in maintaining the confidentiality of the deed.

The deed witness's obligation to keep the contents of the deed secret or the information needed in making this authentic deed is attached for life to the deed witness as the obligation is attached to the Notary, because the presence of deed witnesses in the authentic deed is a requirement that has been determined by law. Thus, even though the deed witness is no longer working in the Notary's office, the obligation as a former deed witness to maintain the confidentiality of the deed still binds him when he has become a former Notary employee.

B. Position of Instrumental Witness in Notary Deed

A witness is a person who knows and sees an event or the occurrence of a person who is present at an event who is considered to know the incident in a necessary condition, can assist in providing information stating that the event occurred. The witness can also be said that the person who gives information to the judge for the common interest or the defendant, the person who gives information for investigation, investigation, and certain courts of criminal cases that he has seen or experienced himself.

The position of a witness in a notary deed is certainly different from the position of a witness in general, who is a witness who has heard or seen an event that has occurred.

The position of the instrument witness as one of the formal requirements of a Notary deed is stated in Article 38 paragraph (4) letter c of the UUJN, that at the end or closing the deed must contain the full name, place, and date of birth, occupation, position, position, and residence of each person. witness. When these formal requirements are not met, the deed is relegated to the power of proof as an underhand deed. Instrumental witnesses must be present at the making, namely the reading and signing of the deed. Only by being present at the making of the deed can they testify that it is true that the formalities stipulated by law have been fulfilled, namely that the deed was read before the parties were signed by the Notary to the parties and then signed by the parties. the parties concerned, all of which are carried out by the Notary and the parties in the presence of witnesses. The role of instrumental witnesses in every notary deed is still needed. Because the presence of instrumental witnesses, apart from functioning as evidence, can also help a Notary's position be secure if the deed made by the Notary is issued by one of the parties in the deed or a third party. Judging from their nature and position as witnesses, the witnesses also listened to the reading of the deed, also witnessed the action or fact that was confirmed and hoped for from the deed. The witnesses do not need to understand what was read and there is no obligation for them to keep the contents of the deed in their memory.

However, witnesses are obliged to know what constitutes a legal act in it. Therefore, if there is a dispute on the deed, the investigator can ask for information about legal actions in the deed, or other matters concerning the reading of the deed before a notary. The presence or absence of the parties when reading, Legal Protection against the Witness the identity of the parties when given to a Notary. The parties are not responsible for the contents of the deed.

Instrumental witnesses when called in a trial for questioning are no longer in their status as witnesses in the deed who only see the formalities of the inauguration of the deed, but their status changes to being a witness in general who can be asked for information about cases or disputes involving deeds that have been made by a notary. The notary deed remains the attention of the notary if it is disputed in the trial relating to the notary deed because basically, the notary communicates directly to the appearers. Notary employees cannot be held accountable if they are used as witnesses in a trial if there is a problem with the deed, caused by the unlimited limits in preparing the deed and files intended for the notary. However, it will be different if there is a notary employee who proves in the trial and his position will be as an instrumental witness so that the notary employee will be personally responsible for his testimony related to the formality of the official deed as ordered by the Notary Position Act. A deed witness is a witness where if the buyers have handed over the money to the seller, the evidence can only be proven by proof of interbank transfer before a notary. So that witnesses of a notary deed will be different from witnesses in general. Instrumental witnesses are required to understand the law, understand the deed, and not be involved in family relationships either with a notary or with the owner of the deed.

C. Legal Consequences for Instrumental Witnesses Relating to Confidentiality of the Contents of the Notary Deed

Legal consequences are all consequences that occur from all legal actions carried out by legal subjects against legal objects or other consequences caused by certain events by the law in question that have been determined or considered as legal consequences. 125 Provisions of the Criminal Procedure Code also states as follows: Article 170 paragraph (1) states that "those who because of their work, dignity or position are required to keep secrets, may request to be released from the obligation to give testimony as witnesses, namely regarding matters entrusted to them." Then Article 170 paragraph (2), states "the judge determines whether or not all the reasons for the request are valid." Elucidation of Article 170 paragraph (1) of the job or position that determines the existence of an obligation to keep secrets is determined by laws and regulations. Elucidation of Article 170 paragraph (2) if there is no provision of laws and regulations governing the position or work in question, then as determined by this paragraph, the judge will determine whether or not the reasons put forward to obtain such freedom are valid. The obligation for the instrumental witness to keep the contents of the deed secret is not explicitly regulated in the Notary Position Act or the provisions in the Notary Code of Ethics, in the Notary Position Act or the provisions in the Notary Code of Ethics, only regulates the Notary's obligation to keep the contents of the deed confidential, so that if instrumental witnesses disclose the confidentiality of the contents of the deed, then

there are no legally binding sanctions, only in the provisions of Article 322 paragraph (1) of the Criminal Code, which states: "Whoever deliberately discloses a secret that must be kept because of his position or work, both now and in the past, are threatened with a maximum imprisonment of nine months or a maximum fine of nine thousand rupiahs." That is, the act of an instrument witness who leaked the contents of the deed cannot be criminally prosecuted, the act of an instrument witness is an act against the law (*onrechtmatig daad*). Disobedience or violation of an obligation listed in the rule of law results in an irregularity that is not desired by the relevant legal rule. This is by the legal function used for law enforcement against provisions that usually contain prohibitions or are mandatory.

The existence of sanctions given to anyone who violates the existing rules and norms will certainly be a control against the possibility of conflicts of interest between communities so that a country can run more regularly and harmoniously. The actions of former notary employees as witnesses of the deed who leaked the secret of the deed can be said to be against the law. This is defined as any act that is contrary to the rights of others arising out of the law. The nature of being against the law materially means violating or endangering the public interest which is entitled to be protected by lawmakers in the formulation of certain offenses. Formally, the nature of being against the law means that all the written parts of the formulation of the offense have been fulfilled. leaking or disclosing the secret contents of the deed carried out by the witness of the deed can be categorized as an unlawful act as stated in Article 1365 of the Civil Code because it is contrary to the principles of propriety, thoroughness, and caution that a person should have. The existence of legal obligations is solely the certainty of a legal norm that makes sanctions dependent on actions contrary to legal obligations.

Conclusion

1. Legal protection for notary employees as instrument witnesses in maintaining the confidentiality of notarial deed: Obtain protection for personal, family, and property security, and be free from threats related to the testimony that will be, is being, or has been given, Participate in the process of selecting and determine the form of security protection and support, Provide information without pressure, Get an interpreter, Free from entangling questions, Get information about the progress of the case, Get information about court decisions, Know when the convict is released, Get a new identity, Get a new place of residence, Get advice law and Obtain temporary living expenses assistance until the protection period expires.
2. The position of the Instrumental Witness in the notary deed only has the power of responsibility as a formality in the inauguration of the deed, but the contents of the deed are entirely the responsibility of the notary.
3. Legal consequences for instrumental witnesses related to the confidentiality of the contents of the notary deed: The obligation to keep the contents of the deed confidential and all matters relating to the making of the deed is attached for life to the witness of the deed even though he is no longer an employee of the notary.

References

1. Jhonny Ibrahim. Teori dan Metodologi Penelitian

- Hukum Normatif, Malang: Bayumedia Publishing, 2006, 393.
2. Khairulnas. "Nilai keberadaan saksi dalam Akti Notaris", *Majalah Renvoi*, 2014, 89
 3. Bambang Sunggono. *Metode Penelitian Hukum*, Jakarta: Rajawala Pers, 2013.
 4. Bambang Waluyo, *Penelitian Hukum Dalam Praktek*, Jakarta: Sinar Grafika, 2001, hlm 2.
 5. Lumbun Tobing GHS. *Peraturan Jabatan Notaris*, Jakarta: Erlangga, 1992.
 6. Habib Adjie. *Hukum Notaris Indonesia Tafsir Tematik Terhadap UU No. 30 Tahun 2004 Tentang Jabatan Notaris*, Bandung: Refika Aditama, 2008.
 7. Johnny Ibrahim. *Teori dan Metodologi Penelitian Hukum Normatif, Cetakan Kedua*, Jawa Timur: Bayu Media Publishing, 2006.
 8. Khairulnas. "Nilai keberadaan saksi dalam Akti Notaris", *Majalah Renvoi*, 2014, hlm 89
 9. M. Luthfan Hadi Darus, *Hukum Notariat dan Tanggung Jawab Jabatan Notaris*, UII Press, Yogyakarta, 2017, hlm 2.
 10. Peter Mahmud Marzuki. *Penelitian Hukum, Cetakan ke-IV*, Jakarta: Kencana, 2008.
 11. Sjaifurrachman, Habib Adjie, *Aspek Pertanggungjawaban Notaris dalam Pembuatan Akta*, Bandung: Mandar Maju, 2011.
 12. Soerjono Soekanto. *Pengantar Penelitian Hukum*, Jakarta: Universitas Indonesia, 2008.
 13. Soerjono Soekanto dan Sri Mamudji, *Penelitian Hukum Normatif: Suatu Tinjauan Singkat*, Jakarta: Raja Grafindo Persada, 2009.
 14. Sudikno Mertokusumo. *Mengenal Hukum, Sebuah Pengantar*, Liberty, Yogyakarta, 2007, hlm. 71
 15. Sutrisno, *Komentar Undang-Undang Jabatan Notaris Buku II*, Medan, 2007.
 16. Zainuddin Ali. *Metode Penelitian Hukum*, Jakarta: Sinar Grafika, 2011.
 17. Grace Novika Rasta. "Perlindungan Hukum Bagi Notaris Untuk Menjaga Kerahasiaan Isi Akta Yang Diperbuatnya Dalam Perkara Pidana (Studi Di Pematangsiantar)," *Tesis*, Program Studi Magister Kenotariatan Fakultas Hukum Universitas Sumatera Utara, Medan, 2014.
 18. Hutapea HNR. "Fungsi Saksi Instrumentair Kaitannya dengan Akta Notaris menurut Hukum Nasional," *Premise Law Journal*, 2016.
 19. Liza Dwi Nanda. "Perlindungan Hukum Terhadap Saksi Instrumenter Dalam Akta Notaris Yang Aktanya Menjadi Objek Perkara Pidana Di Pengadilan," *Jurnal*, Universitas Sumatera Utara.
 20. Pramadita Anggara Putra. "Efektivitas Perjanjian Kerja Antara Karyawan Dengan Notaris," *Jurnal Hukum dan Kenotariatan*, Magister Kenotariatan Program Pascasarjana Universitas Islam Malang, 2019, 3(1)
 21. Prasetya Agung Laksana. "Batas-Batas Kewajiban Menjaga Kerahasiaan Notaris dalam Kaitannya Hak Ingkar Notaris berdasarkan Undang-undang tentang Jabatan Notaris," *Jurnal Akta*, Magister Kenotariatan UNISSULA, 2016, 3(4).