



THE RESPONSIBILITY OF NOTARIES AS PUBLIC SERVANTS REGARDING DESIRED AGREEMENT DEEDS USING BRAILLE SCRIPT

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ABSTRACT

This research examines the aspects of the notary's responsibility as a public servant, specifically regarding individuals with disabilities, in relation to Law Number 25 of 2009 on Public Services. The notary is involved and has the responsibility to provide services to the public. In this study, the researcher addresses two topics: the duties and responsibilities of the notary as a public servant, and the use of Braille script in desired deeds. To answer these two discussions, the author adopts a normative juridical approach through the study of legal materials and literature sources related to the chosen theme. The research findings indicate that the notary has a workload of tasks and responsibilities as a public servant in the private realm, and copies as well as minutes of deeds can be made using Braille script. The International Organization's Notarial Guide of Good Practices for People With Disabilities has recommended the establishment of specific regulations for individuals with disabilities, essentially allowing the use of Braille script in deeds as a way to maximize services.

Keywords: *Responsibility of Service, Notaries, Disabilities, Braille*

1. INTRODUCTION

The law has a goal to be achieved, which is to produce orderly rules in society, to generate discipline, balance, and justice. Mochtar Kusumaatmadja said, "With the achievement of order in society, it is hoped that human interests will be protected." (Mochtar Kusumaatmadja, 2012). According to Sudikno Mertokusumo, besides protecting human interests from potential dangers, legal principles also regulate relationships among humans. By regulating these relationships, it is expected to create order or stability and prevent or address conflicts or disruptions of those interests. (Sudikno Mertokusumo, 2019). Satjipto Rahardjo further clarifies that the presence of law serves functions such as integrating and coordinating conflicting interests between different parties (Satjipto Rahardjo, 1991). The doctrine of the presence of a political community (the state) is continuously assigned to provide protection, comfort, and social justice for its citizens. Meanwhile, in the context of a rule of law state, the state is synonymous with the recognition of fundamental human rights, as the recognition of human rights is an important element in the implementation of a rule of law state and democracy, particularly in Indonesia, explicitly mentioned in the 1945 ("*Negara Indonesia Adalah Negara Hukum*", 1945), Constitution of the Republic of Indonesia. Moreover, Indonesia has seriously aimed to promote the respect, protection, and fulfillment of human rights by the state for its citizens, which is a strategic step in shaping Indonesia as a democratic rule of law state (Jimly Asshiddiqie, 2008). Article 26, paragraph (1) of the 1945 Constitution of the Republic of Indonesia states that citizens, as a whole, include persons with disabilities. (*Undang-Undang Nomor Tentang Penyandang Disabilitas*, 2016). This affirmation is crucial considering that historically, persons with disabilities have often been treated differently. This is evident in the shift from a charity-based perspective to a human rights-based approach. (Soedjito Suparman, 2014). The international community also urges every country to prioritize a rights-based perspective and actively build and facilitate equality in both legal frameworks and practical implementation in the field. (Kementerian Sosial, 2022).

The equality mentioned is not exempted for individuals with visual impairments (tuna Netra) when entering into contracts with anyone they desire, as long as they are not prohibited by law from entering into contracts. In entering into contracts, the parties involved can act in their own interest and on their own behalf, meaning that if the person is interested in entering into a contract and is legally competent to do so. However, they can also act on behalf of someone else as a guardian or representative, entering into a contract for the benefit of a child under their guardianship. A person acts on behalf of and in the name of another if they are an authorized representative empowered by that person to enter into contracts (Ahmad Miru, 2008). This means that the explanation of representation occurs when there are exceptions for the interests of guardianship or delegation of authority, and these exceptions are conditional. Agreements are prepared in writing and can be made through a private deed (*akta di bawah tangan*) or an authentic deed (*akta autentik*) created by a land deed official (PPAT), notary, or other authorized officials. The main difference between a private deed and an authentic deed is that if the opposing party disputes the deed, a private deed is always considered false unless its authenticity is proven, while an authentic deed is always presumed genuine unless its falsity is proven. Defects in will or agreement, as stated in the Indonesian Civil Code (KUHPerdata), only include mistake (Article 1321), coercion (Article 1449), fraud, and abuse of circumstances. Therefore, disability is not a factor causing a defect in an agreement. Similarly, the interpretation of the principle of freedom of contract in Article 1338 paragraph (1) of the Indonesian Civil Code states that all legally binding agreements are considered as law for those who make them. This principle grants freedom to the parties to make or not make an agreement or contract, enter into agreements with anyone, determine the contents of the agreement, and choose whether the agreement is made in writing or orally. This principle is also inspired by the concept of individualism, which means that every person is free to obtain whatever they desire. (Salim H.S, 2008).

The concepts of comprehension and legal capacity regulated in Article 39 (*Jabatan Notaris (Untuk Selanjutnya Disebut UU JN)*, 2004) The concepts of comprehension and legal capacity regulated in Article 39 of Law Number 30 of 2004, as amended by Law Number 2 of 2014 on Notary Position (hereinafter referred to as the Notary Law) and Article 1320 of the Indonesian Civil Code (KUHPerdata) serve as the gateway to allow persons with visual impairments (Tuna Netra) to become parties interested in entering into contracts. The concept of legal capacity, as reiterated in Article 1330 of the Indonesian Civil Code (KUHPerdata, n.d.), defines legal capacity as an individual's ability to exercise rights and obligations and to perform legal acts with legal consequences as determined by legislation. Generally, legal capacity to perform legal acts is measured based on a person's personal capacity, which is assessed based on the standard of adulthood (reached a certain age of majority), and legal entities' capacity, which is measured based on the aspect of authority (Hernoko, 2021). An issue arises when individuals with visual impairments who require assistive devices to support their vision enter into written contracts. In this context, individuals with visual impairments are those with a combination of visual acuity almost less than 0.3 (60/200) or those with abnormal visual function requiring special aids to improve their vision (Djadja Rahardha, n.d.). The Braille system is one of the assistive devices recognized for its effectiveness and accepted as a form of writing, not only as a means of communication for individuals with visual impairments but also as a representation of competence, independence, and equality (Juang Sunanto, 2005).

The role of a Notary Public, both in the Notary Law (UUJN) and the Notary Public Code of Ethics (UUJNP), is not explicitly stated as the "role" of a Notary in serving the public. However, the role of a Notary in providing services to the public can be inferred from the authorities granted to Notaries as regulated in the UUJN and UUJNP. One form of public service provided by Notaries in carrying out their duties is the authentication of authentic deeds in accordance with the provisions of Article 1 in relation to Article 15 of the UUJNP. An authentic deed, according to R.



Subekti, is a written document intentionally created as evidence of a particular event and signed. Meanwhile, R. Tresna opines that an authentic deed is a deed made by or in the presence of a public official, who records the statements of the party who requested the deed to be made. The absence of specific mechanisms and rules regarding the use of Braille in contract drafting has become a pressing issue in the development of protection for individuals with disabilities, especially those with visual impairments (tuna Netra) in Indonesia. Regarding the implementation of the Braille alphabet as a means of equal access for citizens, it began with the launch of the Constitution (UUD NRI 1945) in Braille by the Constitutional Court. (*UUD Berhuruf Braille Diluncurkan*, 2006). Legal responsiveness is needed to provide protection, certainty, and justice for individuals with visual impairments, as the contractual dimension of reaching agreements and the validity of contracts do not exclude the existence of specific provisions on the use of Braille. Only Article 43 of the Notary Law (UU JN) obliges that deeds be written in the Indonesian language, with exceptions for foreign languages if both parties agree. Therefore, the absence of other specific technical regulations governing the use of Braille in contractual agreements or authentic deeds results in a legal vacuum and leads to legal problems, including the following:

Firstly, the absence of regulations on the use of Braille in contractual agreements and authentic deeds creates a legal vacuum that results in the loss of opportunities, justice, and legal certainty for individuals with visual impairments (tuna Netra) in establishing cooperative relationships. Secondly, although the Notary Law requires the contents of authentic deeds to be read aloud by the Notary as a form of reflection on the agreed-upon contract, this practice does not necessarily guarantee legal certainty. The reading by the Notary is corrective in nature and is not mandatory if the party involved can read independently (*PERUBAHAN ATAS UNDANG-UNDANG NOMOR 30 TAHUN 2004 TENTANG JABATAN NOTARIS*, 2014), demikian pula Pasal 43 ayat (4) UU JN yang hanya membenarkan penggunaan Bahasa bukan huruf khusus untuk menunjang penglihatan. The third issue relates to individuals who are unable to read or write, while individuals with visual impairments (tuna Netra) can typically read using special assistive devices. Therefore, these three legal problems are the focus of research with the title "The Responsibility of Notaries as Public Servants for Acts Demanding the Use of Braille."

1.1. PROBLEM STATEMENT

Based on the background of the above issues, the problems can be summarized as follows:

1. What are the duties and responsibilities of a notary as a public servant?
2. Can the minutes or copies of authentic deeds be made using Braille?

2. RESEARCH METHODS

The type of legal research conducted is normative juridical research, where law is conceptualized as what is written in legislation (law in books) or law is conceptualized as rules or norms that serve as guidelines for human behavior that are considered appropriate (Amiruddin & Zainal Asikin, 2012). In normative studies, the law referred to is not limited to legislation, but also encompasses theories, philosophies, comparative studies of other countries, structures, and the composition of explanations for each article of the law. Thus, normative legal research is no longer solely identified with legislation. It encompasses various aspects related to the system of norms as its object of study, such as ideal legal values, legal theories, legal principles, legal doctrines, court decisions, and legal policies. (Irwansyah, 2021). The author's research will focus on the study of the duties and responsibilities of a notary as a public servant. From the results, it will be reflected on how notaries and notarial organizations should act towards individuals with disabilities.

3.RESULTS AND DISCUSSIONS

3.1.The Burden of Duties and Responsibilities of Notaries as Public Servant

Although not explicitly mentioned with the term "role," the role of Notaries in providing services to the public can be seen through the authorities defined in the Notary Law (UUJN) and the First Notary Law (UUJNP). However, the responsibilities referred to are related to serving the public, including creating deeds for the private interests of each party that appears before them. Regarding Ateng Syafrudin's statement about the concept of authority, he states that "there is a difference between the understanding of 'kewenangan' (authority, power) and 'wewenang' (competence, jurisdiction). We must distinguish between 'kewenangan' as formal power derived from what is granted by the law, while 'wewenang' only concerns a specific 'onderdeel' (part) of the authority. Within the 'kewenangan', there are various 'wewenang' (rights, competencies) (Ateng Syafrudin, 2000), Government authority not only encompasses the authority to make government decisions ('bestuur'), but also includes authority in carrying out tasks and delegating authority, primarily determined by legislation".

In the Staatsblad (Official Gazette) of 1860 Number 3 concerning the Regulation of the Notary Profession in Indonesia, it is explained that a Notary is a public official who has exclusive authority to create authentic deeds regarding all acts, agreements, and determinations required by general regulations or requested by interested parties to be documented in the form of authentic deeds. The Notary is also responsible for ensuring the accuracy of the deed's date, keeping the deed documents, and providing copies, extracts, and excerpts of the deed to the parties concerned. These tasks cannot be delegated or assigned to other officials or individuals. Furthermore, in Article 1 paragraph (1) of the Notary Position Act (UUJN), it is explained that a Notary is a public official who has the authority to create authentic deeds and also has other powers as regulated in the UUJN and other laws. Therefore, a Notary plays a crucial role in the Indonesian legal system as a public official responsible for creating authentic deeds and carrying out other powers established by law.

Based on that definition, public service involves providing services to the general public or a large number of people according to applicable rules and procedures. In the context of a Notary, the public services provided can include the creation of authentic deeds related to acts, agreements, and determinations required by general regulations or requested by interested parties. The Notary acts as the facilitator of public services in this regard, ensuring that the legal service needs of the public are met and that the process of creating deeds complies with applicable regulations. In carrying out their duties, a Notary provides public services by certifying authentic deeds in accordance with the provisions stipulated in Article 1 and Article 15 of the First Notary Office Law (UUJNP). An authentic deed, as defined by R. Subekti, is a deliberately created writing intended to serve as evidence of a particular event and is signed. This means that an authentic deed is a written document created with the purpose of obtaining valid evidence of a specific event or agreement.

R. Tresna states that an authentic deed is a deed made by or in the presence of a public official, where the deed records the statement of the party requesting its creation. In the context of a Notary, an authentic deed is created by the Notary as a public official who has the authority to officially and legally create deeds (Tresna, 1993). Thus, the public service provided by a Notary in carrying out their duties is to certify authentic deeds in accordance with the requirements stipulated by UUJNP. The Notary is responsible for preparing an authentic deed that records the statement of the party requesting its creation, with the aim of providing valid and binding evidence for the parties involved in the event or agreement recorded in the deed.

3.2.Predictability of Norms in the Implementation of Copies and Minutes of Deeds using Braille

Individuals with visual impairments are recognized legal subjects, and their position is equal to other legally recognized subjects. Subsidiary regulations under the disability law should follow and adapt to the fact that individuals with disabilities are already recognized as legal subjects by the law, and no discriminatory treatment should be given. Definitely, Jan Michael Otto has made



efforts to define legal certainty as the possibility in certain situations (Soeroso, 2011), emphasizing three main elements of legal certainty, namely:

- 1) Principle of Legality: The law must be upheld in a fair and transparent manner, and it must not be discriminatory towards anyone. Everyone, including the government, should be subject to the same law.
- 2) Predictability of the Law: The law should be predictable and understandable to the public. This allows people to understand the consequences of their actions and make informed decisions.
- 3) Rule of Law: The law should be supreme over governmental powers. The government should not disregard or violate the law without appropriate consequences.

Predictability of the law, in this case, the written law in the form of legislation, necessitates accommodating a language that is systematic, clear, and concise. Even the discovery of law in the realm of the judiciary becomes the main activity of judges in implementing the law when concrete events occur. Specifically, within the existing norms of the Notary Law (UU JN), there is no explicit mention of the possibility of using Braille for copies or drafts of deeds. However, at least some clarification can be derived from Article 43, paragraph (1) and paragraph (2), as follows: *“The deed is made in the Indonesian language. In the event that the party involved does not understand the language used in the deed, the notary is obliged to translate or explain the contents of the deed in a language understood by the parties”*. This is important because it allows the public and involved parties to anticipate the legal consequences of their actions or decisions. In this context, the law should be clear, understandable, and consistent, so that it can be predicted by everyone. This means that the law should be written in a language that is easily understood and free from ambiguity, and it should be consistently enforced by the competent authorities. With legal predictability, society can plan and conduct their activities in a more organized and secure manner, while avoiding actions that may violate the law and incur unwanted sanctions.

Lack of effectiveness in law can be attributed to various juridical and non-juridical factors. In developing countries, legal practitioners often face difficulties in finding and accessing the appropriate legal sources for the specific situations they encounter. Additionally, they may struggle with interpreting and comprehending the available legal rules. This is related to the incompleteness of legal sources and the unclear interpretation of legal rules, making decision-making challenging and confusing. All these factors can result in ineffective law in resolving issues and ensuring justice for all parties involved (Otto & J.M, 2012). In short, there is uncertainty about what should be considered law, and there is a lack of formal-legal certainty. Even if such legal certainty exists, it often remains theoretical or juridical in nature. In practice, both government institutions and individuals may not necessarily abide by or comply with the law. In fact, it can be said that there is rarely or even no proper organization of the law, resulting in a significant gap between legislation and reality. In other words, there is only a small amount of real legal certainty (Otto & J.M, 2012).

Such a condition indicates a gray area or lack of clarity, especially regarding the production of copies of deeds or minutes using Braille script. Moreover, this issue needs to be addressed as it is crucial in achieving equality for individuals with visual impairments. As discussed in the previous section, it has been proven that a notary is part of public service providers, meaning that the provision of service is carried out by the organizer of public services as an effort to fulfill the needs and requirements of service recipients or the community, in accordance with the fundamental rules and procedures established. The needs in this context are not individual needs, but rather the various needs that are genuinely expected by the community, in line with the fundamental rules and procedures established by relevant laws and regulations. (Cipto Soenartyo, 2018).

Article 433 of the Indonesian Civil Code states:

“Every adult who is consistently in a state of idiocy, mental illness, or blindness must be placed under guardianship, even if they are occasionally capable of using their intellect”. The above article affirms that "mata gelap" refers to total blindness or the inability to see at all. Characteristics of total blindness include physical signs such as crossed or misaligned eyes, frequent blinking, squinting, redness of the eyelids, eye infections, irregular and rapid eye movements, constant tearing, and swelling around the area where eyelashes grow. Behaviorally, individuals with total blindness may excessively rub their eyes, cover or protect one eye, tilt or lean their head forward, have difficulty reading or performing tasks that require the use of their eyes, blink more frequently, bring books closer to their eyes, be unable to see objects at a distance, squint their eyes, or furrow their forehead (Aqila Smart, 2014). Partial visual impairment refers to a condition where individuals have some level of vision but may require special aids or devices to read or perform visual tasks. In this research, the focus is on promoting the independence of individuals with partial visual impairment. These individuals are able to read to some extent but may rely on specific tools or assistive devices to enhance their reading abilities and accomplish tasks that require visual perception.

In the context of providing services to the public, particularly in legal matters related to all legal actions associated with authentic deeds as described above, the Notary, who is appointed and dismissed based on the Notary Law (in this case, by the state through the government), acts as a public official. The Notary fulfills a state position and carries out state duties to serve the public with the authority granted and responsibilities entrusted to them. Therefore, the Notary exercises state power and authority, which distinguishes them from other officials. (Aqila Smart, 2014). Due to the lack of adequate rules and mechanisms regarding the creation of minutes of deeds or copies, it becomes necessary to employ tools or approaches in legal reasoning. One of these approaches is the construction of norms through the concept of legal construction. Such a condition indicates the presence of a legal stagnation gap when interpreted purely textually. Moreover, it is not easy to give meaning to a provision of legislation. Harmonizing the understanding and purpose of the law is also a complex process that requires aids in order to provide legal certainty.

The discovery of law encompasses various streams, and at least two major groups can be identified: (1) *The textualist approach (Focus on text)* dan (2) *the purposive approach (focus on purpose)* (Elias E. savelos & Richard F. Galvin, 2001), If we relate it to the philosophy of law, this approach forms various patterns of legal reasoning, such as legal positivism, utilitarianism, Historical School, Legal Realism, and others. Specifically, regarding the discovery of law using the Construction method, Paul Scholten described the Construction method as follows: (Paul Scholten, 1934)

Table 3. 1 Table Explanation of Legal Construction

N umber	Name Construction	Explanation
1	Analogy	Construction by expanding the application: This involves abstracting the principle of a provision and then applying it by "as if" extending its applicability to a concrete event that has no specific regulation. This approach aims to fill gaps in the law and provide a fair and just outcome.
2	Refinement of Law (Narrowing of Law)	Construction by narrowing the application: In this approach, the principle of a provision is abstracted and then applied by "as if" narrowing its applicability to a concrete event that has no specific regulation. However, if fully applied, it may



		result in injustice
3	A Contrario	Construction by applying in an opposite manner: This approach involves abstracting the principle of a provision and then applying it in an opposite sense or purpose to a concrete event that has no specific regulation

A contrario refers to a method of legal interpretation where the focus is on the dissimilarity or absence of specific regulations for a particular event. Instead, the applicable regulations are those specifically provided for a different event that shares similarities with the event in question. In "a contrario," the regulations meant for the similar event are applied, but in an opposite or contrary manner. (Sudikno Mertokusumo, 2009). Analogi and a contrario are indeed categorized as methods of interpretation, and they involve reasoning and argumentation. Both analogi and a contrario are used to fill gaps or address deficiencies in the law. They are not arguments to justify a specific rule formulation, but rather they are used to ensure fairness. Analogi maintains that similar events should be treated similarly, while a contrario suggests that different events should be treated differently. (Sudikno Mertokusumo, 2009).

Here is the translation of Article 43, paragraphs (1) and (2):

"(1) Deeds must be made in the Indonesian language. (2) In the event that the party involved does not understand the language used in the Deed, the Notary must translate or explain the contents of the Deed in a language understood by the party involved." In essence, the use of a contrario involves constructing by abstracting the principle of a provision and then applying it in the opposite manner. It is clear that Article 43, paragraph (1) of the Notary Law asserts the requirement of using the Indonesian language specifically in the drafting of deeds. This means that the formulation must adhere to the rules of the Indonesian language, maintaining the organized structure with consistent grammatical rules, vocabulary, and communication conventions used specifically for Indonesian language. Using Braille as a substitute for the alphabet to compose Indonesian sentences is possible without violating the provisions of the legislation.

Based on a systematic interpretation, it is found that Article 43, paragraph (6) indicates the following:

"In the event of a difference in interpretation of the content of the Deed as referred to in paragraph (2), the Deed made in the Indonesian language shall prevail." The aforementioned article, both through systematic interpretation and a contrario, indicates that even in the case of foreign language deeds, if there is a difference in meaning, the Indonesian language shall prevail. This demonstrates that the most important aspect is the meaning rather than the form of letters/alphabet. Therefore, the use of Braille is legally justified.

Regarding the substance of Article 43 of the Notary Law, it can be interpreted as follows:

- a. the draft of the deed is made in Indonesian or any other language. During the reading, if desired by the parties present, the notary may directly translate it at that moment or by an official translator in the language desired and understood by the parties.
- b. The copy of the deed is made in Indonesian and may also be made in another language understood by the notary or an official translator.

With the provisions mentioned above, it can be concluded that the Notary Law (UUJN) focuses only on the phrase "language." Therefore, both the draft and the copy of the deed can be made in Indonesian or any other language that is understood by the notary and the parties involved.

The law also regulates the use of written language, where one language is translated into another (Muhammad Alvin Nugraha, 2022). Tuna Netra individuals, as Indonesian citizens, have constitutional rights guaranteed by the 1945 Constitution of the Republic of Indonesia. Tuna Netra individuals have the right to legal protection in performing legal actions on their own behalf without representation. Tuna Netra individuals are often perceived as unable to act independently in legal matters, such as entering into agreements before a notary. Their limitations restrict their freedom of movement and action. The implementation and fulfillment of the rights of individuals with disabilities, based on equality, are regulated in Article 2 letter g of Law Number 8 of 2016 concerning Persons with Disabilities.

This principle of equality can be related to the fifth principle of Pancasila, which is social justice for all Indonesian people. Therefore, the equality provided to individuals with disabilities and normal individuals is equal and without discrimination. Equality for individuals with disabilities is not just about providing them with the same things that are given to normal individuals, but also about respecting and acknowledging that not all individuals with disabilities are incapable of doing everything on their own (Nahlisa et al., 2015). Many individuals with disabilities are capable of acting independently despite physical limitations. In this discussion, the focus will be on individuals with visual impairments who act autonomously. An authentic deed refers to a deed that has full probative force and binds anyone involved, as long as evidence to the contrary cannot be proven based on a legally binding court decision (Habib Adjie, 2008). To be considered authentic, a deed must meet the requirements stated in Article 1868 of the Indonesian Civil Code (KUHPperdata).

An authentic deed itself can be divided into two types, namely:

- 1) Authentic deeds made in the presence of a public official or deeds of the parties involved (parties' deed)
- 2) Authentic deeds made by a public official or official deeds (official deed or official record)

The previous discussion further emphasizes the existence of equal opportunities for people with disabilities to handle their affairs with notaries. There is no reason to exclude people with disabilities as clients, as the international notary organization has already outlined mechanisms and guidelines as service instructions. This should be followed up by the Indonesian government and national notary organizations through comprehensive or partial adoption of the guidebook. Another difference is seen in the case of Bandung City Government issuing Braille deeds for infants with visual impairments. Through discretionary policies, this is considered an appropriate instrument. However, for notaries as public officials, their professional status has a rational juridical claim based on the CRPD convention ratified by the Indonesian government through Law Number 8 of 2016 on the Ratification of the Convention on the Rights of Persons with Disabilities. Additionally, based on research and special mechanisms for clients with disabilities, particularly those with visual impairments, the researcher argues that notaries, as public servants with responsibilities and obligations, should maximize their services by facilitating Braille copies and authentic deed minutes. The formal and material legal provisions will be discussed as follows:

3.3. Material Juridical Provisions

Generally, the formal juridical provisions mentioned above pertain to legal procedural requirements, meaning they have not yet entered the realm of substance. The formal juridical provisions also establish the procedures and steps to be followed in drafting agreements before a notary. One of the sources referred to in this context is the Civil Code (KUHPperdata) and the Notary Law (UU JN). It is important to understand the applicable formal juridical provisions within the relevant legal system, as non-compliance with legal procedures can result in invalidity or nullity under the law. In order to be considered valid, an agreement must be made in the



presence of a notary and fulfill the following requirements, based on Article 1320 of the Civil Code (KUHPerdata)

1. Subjective Validity Requirements

Agreement of the parties (Consensus): The parties involved in the agreement must voluntarily reach an agreement regarding the matters to be regulated in the agreement.

Legal capacity to act (capacity): The parties intending to enter into the contract must be individuals recognized by law as being competent to make contracts. This is stipulated in Article 1330 of the Civil Code, which states that every person is deemed capable of entering into an agreement unless otherwise provided by law. The provisions regarding individuals considered incapable of entering into agreements can be found in Article 1330 of the Civil Code. In this context, the parties intending to enter into a contract must meet the following legal requirements:

- 1) **Legal Capacity:** Every individual deemed to have legal capacity has the ability to enter into an agreement. They are generally granted authority unless the law specifically determines that they lack legal capacity.
- 2) **Absence of Legal Restrictions:** The parties must ensure that they do not have any legal restrictions that hinder their ability to enter into a contract. For example, they should not be in certain legal circumstances that prohibit them from making a contract, such as being a resident of a mental institution or being underage.

2. Objective Validity Requirement

The object of the agreement must meet certain criteria to be considered valid in a contract. Some common objective validity requirements found in contracts are as follows:

1) Specific Subject Matter

This is stated in Article 1332 of the Civil Code, which determines that "Only tradable goods can be the subject matter of an agreement." Additionally, Article 1338 of the Civil Code stipulates that "An agreement must have as its subject matter a good that is at least determined in its kind; it is not an obstacle that the quantity of the good is uncertain, as long as that quantity can be afterward determined or calculated." In other words, the object of the agreement must be clear, well-defined, and capable of being identified with certainty. This allows the parties involved in the contract to clearly know what they have agreed upon and must be executed.

2) Lawful Cause

The object of the agreement must be legally valid and not contrary to applicable laws. For example, the object must not be involved in illegal activities, violate public orders, or go against morality or ethics. A lawful cause in contract law is based on the principles of fairness, freedom to contract, and compliance with the law. It is important to ensure that the causes in the agreement meet the legal requirements for the contract to be considered valid and binding.

In other words, as long as it does not violate the above-mentioned provisions, an agreement can be made even if the party involved is a person with visual impairment. This also reaffirms that a person's capacity is not related to physical ability but rather, "A child who has not reached 18 (eighteen) years of age or has not been married is under the control of their parents as long as their authority is not revoked."

Article 433 of the Civil Code states the following:

"Every adult who is consistently in a state of insanity, mental illness, or blindness must be placed under guardianship, even if they are occasionally capable of using their intellect. An adult may also be placed under guardianship due to their prodigality." In this case, it is stated that "The legislators consider that the person in question is unable to realize their responsibilities and therefore is not capable of entering into an agreement... The Civil Code also states that a married woman is not capable of entering into an agreement. Since 1963, with the Circular Letter of the Supreme Court Number /1963... the position of a married woman has been elevated to the same level as men." (Mariam Darus Badruzaman, 2006). Every individual and legal entity is a legal subject, but the Civil Code restricts the legal subjects who can be parties to an agreement. Therefore, we need to know who, according to the law, is considered legally incapable or lacks legal standing to enter into an agreement. The parties who are legally incapable of entering into an agreement are as follows:

1. Minors: Individuals who have not reached the age of majority
2. Persons placed under guardianship, for example, children of individuals with unsound mind or mental disorders:
3. All parties who, according to applicable laws, are legally incapable or have limited capacity to enter into an agreement, such as a wife who, in certain transactions, requires the consent of her husband.

3.4. Formal legal provisions

Formal legal provisions emphasize the aspects of drafting from the beginning of the deed to the end of the deed, in accordance with Regulation No. 2 of 2014, as follows :

1. Every deed consists of:
 - a) The beginning of the deed or the title of the deed
 - b) The body of the deed: and
 - c) The end or closing of the deed
2. The beginning of the deed or the title of the deed includes;
 - a) The Title of deed
 - b) Number of deed
 - c) The time, day, date, month, and year; and
 - d) The full name and location of the notary
3. The body of the deed includes
 - a) The full name, place and date of birth, nationality, occupation, position, status, and residence of the parties involved and/or the persons they represent;
 - b) Information regarding the capacity of the parties involved;
 - c) The content of the deed, which represents the will and wishes of the interested parties; and
 - d) The full name, place and date of birth, occupation, position, and residence of each identifying witness.
4. The end or closing of the deed includes:
 - a) Description of the reading of the deed
 - b) Description of the signing and place of the signature
 - c) Description of the reading of the deed
 - d) Description of the signing and place of signing or translation of the deed, if applicable
 - e) The full name, place and date of birth, occupation, position and residence of each witness to the deed; and
 - f) Description of the absence of any changes that occurred during the preparation of the deed or description of any changes, which may include additions, deletions, or replacements, along with the extent of the changes.



3.5. The implementation of Braille letters in copies and deeds for individuals with visual

Impairments can be beneficial and inclusive. Individuals with visual impairments who act as parties involved in the deed and are not represented may face difficulties in signing the deed due to their visual limitations. Another challenge faced by individuals with visual impairments when appearing before a notary without representation is related to presenting transaction evidence alongside the deed. (Swandewi & Swardhana, 2016). As a public official with a responsibility to maximize services, a notary affirms that, morally and ethically, they are not allowed to outright refuse to accommodate the request for the use of Braille letters in authentic deeds. Furthermore, Indonesia has ratified the Convention on the Rights of Persons with Disabilities (CRPD) through Law Number 8 of 2016 concerning the Ratification of the Convention on the Rights of Persons with Disabilities, which has been followed up with the publication of a guidebook by the International Union of Notaries (UINL) on improving specialized services for persons with disabilities. Therefore, Indonesia, as a member of the UINL, can refer to these provisions as a reference for accommodating individuals with disabilities. Regarding the substantive and formal requirements, individuals with disabilities need to adapt to these provisions, which are considered absolute conditions. In the case of implementing Braille in copies and deeds, the following analysis supports its feasibility:

- 1) Copies of deeds can be made using Braille without violating Article 43 of the Notary Law (UUJN). Braille can be arranged based on the rules of the Indonesian language, without altering the structured organization with consistent language rules, vocabulary, and communication conventions used specifically for the Indonesian language.
- 2) The use of Braille in the draft of the deed is also feasible on a case-by-case basis. Both parties involved in the transaction have visual impairments, and the notary is proficient in creating and reading Braille. The essence of Article 43 of the UUJN allows the use of Braille to be implemented simultaneously with translation using regular alphabet/letters. This does not diminish its authenticity, as the assessment of authenticity only needs to fulfill Article 1868 of the Civil Code (KUHPerdata), which requires the deed to be made in the presence of a public official and in the form prescribed by the law. Furthermore, the deed will only be binding on the parties involved (*Pacta Sunt Servanda*), and the notary's role is primarily as a facilitator and public servant.

4. CONCLUSION

Based on the research and discussion presented in the previous chapter, the author reaches the following conclusions:

- 1) Notaries, as public officials, bear the duty and responsibility to serve the public in the realm of private affairs. As their focus is on service, they should uphold the responsibility as an obligation to enhance their services, particularly for individuals with disabilities. Currently, there is a lack of specific technical regulations regarding disabled individuals. Therefore, it is ethically and morally important for notaries to improve their services for this group.
- 2) The implementation of Braille in copies and authentic deeds can be realized through the establishment of technical regulations by the Indonesian Notary Association (Ikatan Notaris Indonesia). These regulations should at least address the rights of persons with disabilities, the procedures for preparing deeds using Braille, associated costs, training, and assistance. Such rules are necessary to promote equality and independence for individuals with disabilities.

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