

JUDUL : URGENSI PENCANTUMAN KLAUSUL EKSONERASI PADA AKTA PIHAK (*PARTIJ ACTE*)

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ABSTRAK

Notaris dalam rangka menjalankan tugas jabatannya harus berpedoman pada undang-undang jabatan notaris dan peraturan perundang-undangan lainnya, terutama dalam hal pembuatan akta autentik. Seringkali dalam praktek, Notaris dalam menjalankan tugas jabatan digugat dan/atau diajukan laporan pidana oleh para pihak dalam akta, sehingga timbul kekhawatiran serta upaya berhati-hati Notaris dengan mencantumkan klausul eksonerasi dalam akta yang ia buat. Penelitian ini menguraikan keabsahan pencantuman klausul eksonerasi beserta daya mengikat klausul eksonerasi terhadap pertanggungjawaban notaris. Metode penelitian ini bersifat normatif dengan menggunakan pendekatan perundang-undangan (*statute approach*) dan pendekatan konseptual (*conseptual approach*). Hasil penelitian ini menyimpulkan bahwa klausul eksonerasi sah dicantumkan dalam akta dengan syarat harus memperoleh persetujuan dari para pihak dalam akta, sedangkan daya mengikat klausul eksonerasi hanya mengikat para pihak dan tidak mengikat pihak ketiga seperti polisi, penyidik, dan juga hakim. Klausul eksonerasi hanya menegaskan kedudukan dan tanggung jawab Notaris serta tidak memberikan hak imunitas hukum bagi Notaris, sehingga apabila Notaris dapat dibuktikan telah melakukan kesalahan atau pelanggaran, maka Notaris tetap bertanggung jawab sesuai kadar pelanggaran yang Notaris lakukan.

Kata Kunci : Klausul Eksonerasi, Keabsahan, Daya Mengikat

**TITLE: URGENCY OF INCLUSION OF EXONATION CLAUSE ON PARTY
DEED (PARTIJ ACTE)**

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ABSTRACT

Notaries in order to carry out their duties must be guided by the laws of notary positions and other laws and regulations, especially in the case of making authentic deeds. Often in practice, the Notary in carrying out the duties of the office is sued and/or filed a criminal report by the parties to the deed, so that concerns arise and efforts to be careful Notary by including the exoneration clause in the deed he made. This research outlines the validity of the inclusion of the exoneration clause along with the binding power of the exoneration clause to notary liability. This research method is normative by using a statute approach and a conceptual approach. The results of this study concluded that the exoneration clause is validly included in the deed with the condition that it must obtain approval from the parties to the deed, while the binding power of the exoneration clause is only binding on the parties and does not bind third parties such as police, investigators, and judges. The exoneration clause only affirms the position and responsibility of the Notary and does not grant legal immunity rights to notaries, so that if the Notary can be proven to have committed a mistake or violation, then the Notary remains responsible according to the level of violation that the Notary committed.

Keywords: Exonation Clause, Validity, Binding Power