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LEGAL PROTECTION FOR HEIRS AND THE VALIDITY OF A DEED OF MEETING RESOLUTIONS FOUNDED UPON A FORGED HEIRSHIP STATEMENT

(A CRITICAL STUDY OF KARAWANG DISTRICT COURT DECISION NUMBER 143/PID.B/2024/PN KWG)

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The doctrine of saisine, expressed in the maxim holds that an estate devolves upon the heirs automatically and instantaneously at the moment of the decedent's death, dispensing with any formal act of acceptance or registration. Ownership of the estate is thereby cloaked with legal protection from the outset. That protective cloak is torn whenever a document underpinning a notarial deed is forged, a hazard vividly realised in the Deed of Meeting Resolutions produced in Karawang District Court Decision Number 143/Pid.B/2024/PN Kwg. This article examines the legal consequences attaching to a Deed of Meeting Resolutions grounded upon a Heirship Statement Letter bearing a forged signature, and appraises the liability a notary bears for having failed to shield the excluded heir. Conducted as doctrinal legal research supported by literature review and semi-structured interviews with notarial law academics, the study analyses its materials qualitatively against the statutory and jurisprudential architecture of Indonesian inheritance law. The deed proves voidable or null and void depending upon which limb of Article 1320 of the Civil Code is breached: violation of the objective requirements renders the deed null and void from inception, whereas violation of the subjective requirements leaves the deed voidable, valid until successfully impugned before a competent court. Notarial liability for the ensuing harm may be pursued administratively under the Notary Law and the Notary Code of Ethics, civilly under Article 1365 of the Civil Code, and criminally under Article 392(1) read together with Article 21(1) of the Criminal Code. Legal protection for heirs is accordingly bifurcated into a preventive dimension, secured through rigorous notarial due diligence, and a repressive dimension, secured through the legal remedies available to the aggrieved heir once harm has crystallised.

Keywords: *legal protection; heirship statement; forgery; notarial liability; deed of meeting resolutions.*

1. Introduction

1.1 Background of the Study

Inheritance law within the Indonesian civil tradition rests upon a deceptively simple premise: the rights and obligations of the deceased pass to the heirs at the precise instant of

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death, without any intervening act of will, registration or judicial confirmation. Article 833(1) of the Civil Code enshrines this proposition through the doctrine of *saisine*, a transplant from French customary law captured in the adage [1]. The doctrine confers upon heirs an ownership interest that is instantaneous, automatic and independent of their own knowledge of the death, a construction designed to prevent any hiatus in ownership between the decedent and the successor. Legal certainty is thereby said to attach to the heir from the very first moment, a certainty that the architecture of Indonesian private law treats as foundational rather than incidental. The promise embedded in Article 833(1), for all its elegance, is a promise that can be broken long before any court is asked to enforce it, and it is precisely that fracture which animates the present inquiry.

The fracture materialises when a document forming the evidentiary foundation of a notarial deed is forged, a phenomenon starkly illustrated by the Deed of Meeting Resolutions examined in Karawang District Court Decision Number 143/Pid.B/2024/PN Kwg. In that case a widow, having lost her husband and wishing to restructure the shareholding of a family company, procured a Heirship Statement Letter ratified by a sub-district head and district head that bore a forged signature purportedly belonging to one of the four legitimate heirs. That falsified instrument was subsequently tendered to a notary as the evidentiary basis for a Deed of Meeting Resolutions altering the composition of shareholders in the company, an alteration from which the defrauded heir derived no benefit whatsoever. The case is instructive precisely because it exposes the porousness of an evidentiary chain that inheritance practice treats as largely self-verifying: a sub-district ratification feeding a notarial deed, a notarial deed feeding a corporate restructuring, each link assumed sound because the preceding link bore an official stamp. Criminal proceedings eventually vindicated the excluded heir, yet the vindication arrived only after the shares had been redistributed, dividends had accrued to the wrong parties, and eight years had elapsed between the forgery and its discovery.

A structural tension is thereby disclosed between the theoretical inviolability of the saisine principle and its practical vulnerability once inheritance is filtered through documentary intermediaries such as heirship statements, meeting minutes and notarial deeds. Indonesian

[1] le mort saisit le vif, le mort saisit le vif nul n'a besoin de lettres de mise en possession — see Nadia Boyoh, Engeline R Palandeng and Jemmy Sondakh, 'Kekuatan Hukum Surat Wasiat Sebagai Bukti Kepemilikan Tanah Warisan Yang Sah Menurut Kitab Undang-Undang Hukum Perdata' (2021) 9(4) Lex Privatum 98, 99–100.

civil law does not distinguish the inheritance rights of sons from those of daughters, nor the rights of husbands from those of wives, an egalitarian premise resting upon the individual-bilateral character of the civil law of succession under which each heir may claim a share drawn from the estates of both parents[2]. Article 834 of the Civil Code translates that egalitarian premise into the actionable right of hereditatis petitio, entitling every heir to reclaim estate property from any person, including a co-heir, who withholds it without lawful title[3]. Where the estate includes shares in a family company, however, the exercise of that right is mediated by a chain of corporate and notarial formalities that the forging party can manipulate long before any co-heir has cause to suspect wrongdoing, a manipulation that the present study interrogates in granular detail.

A further complication arises from the doctrine of the legitimate portion, the legitieme portie preserved in Article 913 of the Civil Code, which shields heirs in the direct line from being disinherited through lifetime gifts or testamentary dispositions that exhaust the estate in favour of strangers[4]. The protective architecture surrounding the legitieme portie presupposes that the identity of the heirs entitled to it can be established with confidence, an assumption that a forged Heirship Statement Letter directly subverts. Proof of heirship in Indonesian administrative and notarial practice may take several forms: a statement made by the heirs themselves before two witnesses and acknowledged by the village head and sub-district head; a notarial certificate of heirship; or a declaration issued by the Estate Affairs Agency, each pathway carrying a distinct evidentiary weight and a distinct susceptibility to abuse[5]. The Karawang case selects the weakest of the three pathways, the sub-district ratified statement, as the fulcrum of the fraud, a choice of instrument that this article treats as neither accidental nor immaterial to the ultimate allocation of liability.

Notarial involvement compounds rather than dissolves the difficulty, because the notary occupies a position of atributive authority under Article 15(1) of Law Number 30 of

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[2]Djaja S Meliala, Hukum Waris Menurut Kitab Undang-Undang Hukum Perdata (Nuansa Aulia 2019) 2.
[3]Alwesius, Keterangan Hak Mewaris Serta Pemisahan Dan Pembagian Harta Warisan Dalam Praktik Pembuatan Akta (INP Jakarta 2025) 4.
[4]Supriyadi, 'Pilihan Hukum Kewarisan Dalam Masyarakat Pluralistik (Studi Komparisi Hukum Islam dan Hukum Perdata)' (2015) 12(3) Al-'Adalah 553, 563.
[5]Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency Regulation Number 16 of 2021 on the Third Amendment to Regulation Number 3 of 1997 on the Implementation of Government Regulation Number 24 of 1997 on Land Registration, art 111(1)(c).

2004 on the Position of Notary Public, as amended by Law Number 2 of 2014[6], an authority that carries with it the statutory duty to act with amanah, honesty, thoroughness, independence and impartiality under Article 16(1)(a) of that same law. The notary who receives a Heirship Statement Letter is neither a passive scrivener nor a guarantor of absolute truth; the notary occupies an intermediate position, obliged to interrogate the documents presented, yet not expected to conduct the forensic scrutiny of a criminal investigator. Where the notary in Karawang proceeded to base a Deed of Meeting Resolutions upon a document the notary itself regarded as procedurally deficient, having advised the client that the sub-district ratified statement could not properly found the deed and that a notarial certificate of heirship was required instead, the tension between statutory duty and operational shortcut becomes acute. That tension, rather than the criminal conviction of the forging widow alone, supplies the central juridical puzzle this article sets out to unravel.

1.2 Problem Formulation

Two questions organise the analysis that follows. The first concerns the legal consequence attaching to a Deed of Meeting Resolutions founded upon a Heirship Statement Letter bearing a forged signature: does such a deed collapse into *nullity ab initio*, or does it persist as a voidable instrument capable of ratification by the passage of time and the silence of the aggrieved party? The second concerns the form of responsibility that ought properly to attach to the notary who receives such a document, and the measures through which legal protection, whether preventive or repressive, can be rendered meaningful for the excluded heir rather than merely rhetorical. Both questions are examined through the lens of Karawang District Court Decision Number 143/Pid.B/2024/PN Kwg, a criminal decision whose civil implications the criminal court itself declined to resolve, thereby leaving open precisely the doctrinal terrain this article proposes to map.

1.3 Purpose and Significance of the Study

[6]Law Number 30 of 2004 on the Position of Notary Public, as amended by Law Number 2 of 2014 on the Amendment to Law Number 30 of 2004 on the Position of Notary Public [2014] LN 3, TLN 5491 ('UUJN') art 15(1).

The study pursues a twofold purpose. Analytically, it seeks to determine, with reference to Article 1320 of the Civil Code and the tripartite evidentiary force of authentic deeds, whether the impugned Deed of Meeting Resolutions ought to be classified as null and void or merely voidable, a classification carrying markedly different consequences for third parties who dealt with the company in reliance upon the falsified shareholding structure. Normatively, it seeks to articulate the standard of care a notary owes to heirs who are not physically present before the notary, translating the abstract statutory command of thoroughness into a checklist of verifiable conduct capable of guiding future notarial practice. The significance of the inquiry extends beyond the four corners of the Karawang dispute: family companies proliferate across the Indonesian economy, shareholding is frequently inherited rather than purchased, and the temptation to falsify a single signature in order to expedite a corporate restructuring recurs with a regularity that the reported jurisprudence, sparse as it is, only partially reflects. A rigorous doctrinal treatment of this single case therefore carries interpretive value for a considerably larger population of family-owned enterprises in which succession and shareholding intersect.

2. Literature Review and Theoretical Framework

2.1 The Doctrine of Saisine and the Fragility of Inherited Shareholding

The devolution of an estate under Indonesian civil law is customarily analysed through three cumulative elements: a decedent who has died, an estate capable of being left behind, and heirs entitled to receive it[7]. Vollmar describes inheritance law as the transfer of an entire patrimony, comprising both assets and liabilities, from the deceased to the successors[8], while Zainuddin Ali frames the same phenomenon as a body of rules governing the consequences that death produces both among co-heirs and *vis-à-vis* third parties[9], and J Satrio situates inheritance law squarely within the law of consequences flowing from death rather than within the law of contract[10]. Each formulation converges upon the same structural insight: the estate is treated as a unified patrimonial mass that passes to the heirs as a whole, a treatment that

[7]Alwesius, Hukum Waris Perdata dan Teknik Pembuatan Akta Terkait (Badan Penerbit Fakultas Hukum Universitas Indonesia 2020) 1.
[8]HFA Vollmar, Pengantar Studi Hukum Perdata (Rajawali Pers 1992) 373.
[9]Zainuddin Ali, Pelaksanaan Hukum Waris Di Indonesia (Sinar Grafika 2010) 81.
[10]J Satrio, Hukum Waris (Alumni 1992) 8.

becomes doctrinally strained the moment a single asset within that mass, such as a block of shares, must be individually re-registered in the name of a successor before it can be voted, transferred or pledged.

Shares constitute movable property capable of conferring rights upon their holder under Articles 60(1) and 52 of Law Number 40 of 2007 on Limited Liability Companies, and the death of a shareholder is accordingly one of the legal events, alongside sale and pledge, through which such shares may change hands[11]. The saisine principle secures the substantive transfer of ownership at death, yet Article 52 of the Companies Law withholds from the heirs the operational exercise of shareholder rights, such as attendance and voting at a general meeting, until the administrative transfer has been completed and recorded in the register of shareholders. A temporal and evidentiary gap therefore opens between substantive ownership, which the Civil Code treats as instantaneous, and operational entitlement, which company law treats as conditional upon documentary proof. It is precisely within that gap that the Karawang forgery was engineered: the widow required a document, any document, capable of persuading a notary and, through the notary, a company registry, that the deceased shareholder's heirs had authorised the transfer of his shares, and the sub-district ratified statement was cheaper and faster to obtain than the notarial alternative that ought properly to have been sought.

2.2 The Notary as Guardian of Authentic Instruments

An authentic deed is defined by Article 1868 of the Civil Code as an instrument drawn in the form prescribed by law, executed by or before a public official vested with authority at the place where the deed is made, a definition that Selenggang decomposes into a discipline of competence spanning subject matter, persons, place and time[12]. Article 1(1) of the Notary Law confirms the notary as the sole public official authorised to draw authentic deeds concerning all acts, agreements and stipulations that legislation requires, or interested parties wish, to be recorded in authentic form, an authority the doctrine consistently characterises as atributive

[11] Nadhila Rianda Karissa and David Maruhum Lumbang Tobing, 'Status dan Peralihan Hak atas Saham Perseroan Terbatas Milik Pemegang Saham yang Meninggal Dunia' (2022) 6(4) Jurnal Ilmu Sosial dan Pendidikan 2019, 2022.

[12] Chairunnisa Said Selenggang, Notaris Sebagai Pejabat Umum (PT Rajawali Buana Pusaka 2023) 62–63.

rather than delegated, flowing directly from statute[13]. An authentic deed drawn within that competence enjoys, by virtue of Article 1870 of the Civil Code, perfect evidentiary force superior to any private writing, a superiority that habib Adjie attributes to a threefold evidentiary architecture comprising external, formal and material evidentiary force[14]. External evidentiary force protects the outward appearance of the deed as an authentic instrument satisfying statutory formalities; formal evidentiary force protects the veracity of the date, the identity of the parties, the place of execution and the signatures affixed; material evidentiary force protects the substantive truth of what the parties are recorded as having declared[15].

That threefold architecture is buttressed by the principle of presumptio iustae causa, under which an authentic deed is presumed lawful until a court, seised by an aggrieved party, declares otherwise[16]. The presumption operates as a shield for the notary and for parties relying upon the deed in good faith, yet the shield is only as strong as the diligence exercised at the moment of execution: a deed drawn upon a forged foundation may retain its outward appearance of authenticity for years, precisely because presumptio iustae causa discourages third parties from interrogating a document that carries a notarial seal. Herein lies the doctrinal crux this article returns to repeatedly: the presumption of lawfulness that protects the innocent third party is the very same presumption that shielded the Karawang forgery from scrutiny between 2013 and 2021, a paradox inherent to any evidentiary system that trades verification cost for transactional speed.

2.3 Legal Protection Theory: Preventive and Repressive Dimensions

Philipus M Hadjon's bifurcation of legal protection into preventive and repressive dimensions supplies the organising theory of this article[17]. Preventive protection anticipates harm before it materialises, embedding safeguards within the very process of decision-making so that a dispute never arises in the first instance; repressive protection responds to harm that

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[13]Nawaaf Abdullah and Munsyarif Abdul Chalim, 'Kedudukan dan Kewenangan Notaris Dalam Membuat Akta Otentik' (2017) 4(4) Jurnal Akta 660.
[14]Habib Adjie, Sanksi Perdata dan Administratif Terhadap Notaris Sebagai Pejabat Publik (Refika Aditama 2017) 80.
[15]Selenggang (n above) 104–105.
[16]Adjie, Sanksi Perdata dan Administratif (n above) 80.
[17]cited in Zanuba Arifa Khafsof ZM and Amad Sudiro, 'Penerapan Prinsip Kehati-Hatian Sebagai Perlindungan Hukum Preventif dalam Pembuatan Akta Autentik Notaris' (2021) 6(2) Unes Law Review 4319, 4324.

has already crystallised, furnishing the aggrieved party with avenues of redress before administrative, civil and criminal fora. For a notary drawing deeds concerning inheritance, preventive protection is realised through the statutory command of thoroughness codified in Article 16(1)(a) of the Notary Law, a command that the doctrine glosses as requiring identity verification, documentary scrutiny and attentive listening to every party appearing before the notary[18]. Repressive protection, by contrast, is realised through the administrative, civil and criminal liability regimes examined in detail in Part 4 of this article, regimes activated only once the heir has already suffered the deprivation the preventive regime was designed to forestall.

Legal protection theory, however elegant in its bifurcation, confronts an uncomfortable empirical reality once tested against notarial practice: however scrupulously a notary applies the principle of thoroughness, identity documents, meeting minutes and sub-district statements remain vulnerable to fabrication by parties acting outside the notary's field of vision[19]. Ronaldo Putrokoesoemo, Mardi Candra and Felicitas Sri Marniati accordingly locate preventive protection not in the elimination of forgery risk, an impossible standard, but in the meticulous documentation of the verification steps a notary did take, so that liability can be calibrated according to the gap between the standard of care owed and the standard of care actually exercised[20]. This recalibration of preventive protection as a matter of documented process rather than guaranteed outcome informs the standard proposed in Part 4.8 below, under which a notary's liability turns not upon the mere fact that a forged document slipped through, but upon whether the notary's own file discloses a coherent trail of verification proportionate to the transaction's stakes.

2.4 Prior Research and the Contribution of this Study

Three strands of prior research bear directly upon the present inquiry, each illuminating one facet of the Karawang dispute while leaving the interaction between the facets

[18]Habib Adjie, Hukum Notaris Indonesia: Tafsir Tematik Terhadap UU No 30 Tahun 2004 Tentang Jabatan Notaris (PT Refika Aditama 2008) 87.
[19]Khafsof ZM and Sudiro (n above) 4323.
[20]Ronaldo Putrokoesoemo, Mardi Candra and Felicitas Sri Marniati, 'Perlindungan Hukum Bagi Ahli Waris Yang Tidak Tercantum Dalam Akta Keterangan Hak Waris Yang Dibuat Oleh Notaris' (2026) 5(11) Journal of Innovation Research and Knowledge 11799, 11799.

comparatively unexplored. Fikricinta, Pulungan and Wiryomartani examined a notarial certificate of heirship drawn upon a forged birth certificate, concluding that a notary who follows the applicable procedure faithfully cannot be held liable for a falsity introduced by the appearing party, since the notary is not obliged to verify the substantive truth of documents that appear regular on their face[21]. Febriyantoro examined a certificate of heirship that omitted an heir altogether, concluding that deeds concerning the omitted estate become null and void for breach of the objective requirement of a lawful object under Article 1320 of the Civil Code[22]. Tanumiharja examined a dispute in which one heir monopolised estate property to the exclusion of others, concluding that hereditatis petitio furnishes an adequate remedy wherever the identity of the heirs is undisputed and only the distribution of assets is contested[23].

None of these three studies, singly or in combination, addresses the configuration that distinguishes the Karawang dispute: a signature forged not upon a birth certificate or a certificate of heirship itself, but upon an intermediate, sub-district ratified statement subsequently laundered through a corporate resolution before a certificate of heirship was ever drawn. The Karawang configuration accordingly presents a compound vulnerability unaddressed by the existing literature, an unwitting notary relying upon a document the notary itself distrusted, a corporate restructuring completed before the underlying inheritance had been properly documented, and an excluded heir who remained ignorant of the fraud for eight years because none of the intervening instruments were ever shown to him. The present study contributes to the literature precisely by tracing that compound vulnerability across its full evidentiary chain, from the sub-district office through the notarial file to the company register, and by asking, at each link, what a differently calibrated standard of diligence would have required.

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[21]Nikita Fikricinta, Muhammad Sofyan Pulungan and Winanto Wiryomartani, 'Keabsahan Surat Keterangan Waris Yang Pembuatannya Menggunakan Dokumen Palsu' (2021) 3(2) Indonesian Notary 617, 633.

[22]Aditya Wahyu Febriyantoro, 'Implikasi Terhadap Pembuatan Surat Keterangan Waris Yang Cacat Hukum Tanpa Mencantumkan Ahli Waris dan Akta-Akta Yang Berkaitan Dengan Harta Warisan (Studi Kasus Putusan Mahkamah Agung Republik Indonesia Nomor 1026 K/PDT/2018)' (Master’s thesis, Universitas Indonesia 2020) 83.

[23]Donna Tanumiharja, 'Hak Menuntut Ahli Waris Atas Harta Warisan Yang Dikuasai Oleh Salah Satu Ahli Waris (Studi Kasus: Putusan Mahkamah Agung Republik Indonesia Nomor 789/PK/PDT/2010)' (Master’s thesis, Universitas Indonesia 2017) 103.

3. Research Methods

The study is conducted as doctrinal legal research, understood in Soetandyo Wignjosoebroto's formulation as research developed and conceptualised upon a doctrine constructed by its own author or by a prior legal scholar[24], a formulation Paul Chynoweth complements by describing doctrinal research as inquiry directed at the formulation of legal doctrines through the analysis of legal rules[25]. The typology adopted is explanatory, in the sense articulated by Soerjono Soekanto and Sri Mamudji, namely research directed at testing a hypothesis or theory in order to strengthen or displace the conclusions of antecedent research[26], an orientation reflected in the deliberate juxtaposition, throughout Part 4 below, of the propositions advanced in the three prior studies canvassed in Part 2.4 against the compound configuration disclosed by the Karawang decision.

The primary legal materials examined comprise the Civil Code, the Companies Law and its 2022 amendment through the Job Creation omnibus legislation, the Notary Law and its 2014 amendment, the Agrarian Ministerial Regulation Number 16 of 2021, the two 2025 Ministerial Regulations on the reporting of wills and on the establishment, amendment and dissolution of limited liability companies, and Karawang District Court Decision Number 143/Pid.B/2024/PN Kwg together with its appellate and cassation history. Secondary legal materials comprise Indonesian monographs, doctoral and master's theses, and peer-reviewed journal articles addressing notarial liability, the law of succession and the doctrine of legal protection, several of which are indexed with a digital object identifier and are cited accordingly throughout this article. The materials were gathered through documentary study conducted at the library of Universitas Indonesia and its Faculty of Law, supplemented by semi-structured interviews with two academics teaching notarial law at that Faculty, interviews designed to test the doctrinal conclusions drawn from the documentary sources against the accumulated experience of practitioners who train notaries for a living.

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[24] Soetandyo Wignjosoebroto, 'Ragam-Ragam Penelitian Hukum' in Sulistyowati Irianto and Shidarta (eds), Metode Penelitian Hukum: Konstelasi dan Refleksi (2nd edn, Yayasan Pustaka Obor 2013) 121.

[25] Paul Chynoweth, 'Legal Research' in Andrew Knight and Les Ruddock (eds), Advanced Research Methods in the Built Environment (University of Salford, Wiley-Blackwell 2008) 28, 28–38.

[26] Soerjono Soekanto and Sri Mamudji, Penelitian Hukum Normatif: Suatu Tinjauan Singkat (6th edn, Raja Grafindo Persada 2003) 5–6.

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Data collected through documentary study and interview were analysed qualitatively, following Sugiyono's sequence of data reduction, data display and conclusion drawing conducted inductively so as to surface patterns and relationships among the legal concepts under examination[27]. Materials irrelevant to the two research questions were set aside at an early stage; the remaining materials were categorised according to whether they bore upon the classification of the impugned deed as void or voidable, or upon the calibration of notarial liability, before being synthesised into the discussion presented in Part 4. Interview transcripts were treated as a corroborative rather than a primary source, deployed principally to illuminate the operational meaning of statutory standards, such as thoroughness and due diligence, that the legislation itself leaves undefined, and to test whether the doctrinal classification proposed in this article accords with the practical judgment of those who train the notarial profession.

4. Results and Discussion

4.1 Chronology and Legal Anatomy of the Karawang Case

The decedent, referred to in the judgment by the initial S, died on 6 December 2012, survived by his wife K and four children, one of whom had predeceased him, leaving three surviving heirs alongside the widow, among them the heir referred to as SS whose signature would later be forged[28]. The estate included a forty per cent shareholding in a limited liability company, a stake substantial enough to confer effective influence over corporate governance and therefore substantial enough to attract the temptation that produced the forgery. On 27 February 2013, less than three months after the decedent's death, K, assisted by an employee, procured a Heirship Statement Letter ratified the following day by the village head and sub-district head of the decedent's last residence, a document that named SS as an heir yet bore a signature purportedly his own that he had never in fact affixed. The company convened an extraordinary general meeting on 1 July 2013 to restructure its shareholding in consequence of the decedent's death, producing minutes executed under hand rather than before a notary, a choice of form that would later compound rather than cure the underlying defect.

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[27]Sugiyono, Metode Penelitian Kuantitatif, Kualitatif, dan R&D (Alfabeta 2019) 246–253.
[28]Karawang District Court Decision Number 143/Pid.B/2024/PN Kwg.

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K approached the notary, identified in the judgment by the initials KN, requesting that the corporate restructuring be formalised through a Deed of Meeting Resolutions. The notary observed that, because K was an Indonesian citizen of Chinese descent, the sub-district ratified statement could not properly serve as the evidentiary basis for the deed, and advised that a notarial certificate of heirship ought instead to be procured, an observation revealing that the notary was alert to the evidentiary hierarchy separating a sub-district statement from a notarial certificate[29]. Notwithstanding that observation, the notary proceeded to draw Deed of Meeting Resolutions Number 5 dated 4 September 2013 upon the very sub-district statement the notary had just identified as insufficient, an inversion of the notary's own stated position that supplies the single most damaging fact in the entire chronology. Only afterwards, between September and October 2013, did the notary draw the Statement Deed and the Certificate of Heirship Deed Number 002 dated 30 October 2013, a sequencing that placed the corporate restructuring chronologically ahead of the very inheritance documentation that was supposed to underpin it.

The Statement Deed, when it finally materialised, was itself procedurally compromised: K informed the notary that SS was preoccupied in Jakarta and unable to attend in person, whereupon the notary permitted the minuta of the Statement Deed to be carried away by K for signature outside the notary's presence, in flagrant departure from the requirement that signature occur immediately after the deed has been read aloud before the notary. The minuta returned bearing a signature attributed to SS that SS would later disclaim entirely, a second forgery layered atop the first. A draft Mutual Agreement of Heirs, intended to record the heirs' consent to the reallocation of shares, was drawn by the notary yet never returned, leaving the notary to assume consent that was never actually secured, an assumption the notary nonetheless allowed to migrate into the operative text of Deed of Meeting Resolutions Number 5, which recorded that the heirs had agreed and consented to transfer their shares to one of their number. SS discovered the fraud only in 2021, having twice, in 2012 and 2015, enquired of a sibling whether a certificate of heirship had been issued and having twice been told that none had. Criminal proceedings against K commenced in 2023, culminating in a conviction under Article 266(1) of the old Criminal Code for procuring the insertion of false information into an

[29]ibid.

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authentic deed, a conviction upheld on appeal with a reduced sentence and upheld again on cassation.

4.2 The Evidentiary Architecture of Authentic Deeds and Its Collapse

An authentic deed is conventionally analysed as carrying three cumulative layers of evidentiary force, and each layer collapsed independently and cumulatively in the course of drawing Deed of Meeting Resolutions Number 5[30]. External evidentiary force, which protects the outward regularity of a deed as a document satisfying the formalities the law prescribes, was compromised because the extraordinary general meeting underlying the deed was documented through minutes executed under hand rather than before the notary, meaning the deed rested upon a procedural foundation the notary had not personally witnessed. Formal evidentiary force, which protects the veracity of the signatures, the identity of the parties and the place and date of execution, was compromised more egregiously still, because the Statement Deed forming part of the same transactional cluster was signed outside the notary's territorial jurisdiction and outside the notary's physical presence, depriving the notary of any capacity to attest, from personal knowledge, that SS had genuinely consented to what the deed recorded. Material evidentiary force, which protects the substantive truth of the parties' declarations, was compromised most fundamentally of all, because the deed recorded unanimous heir consent to the share transfer when one heir had neither consented nor even been informed, rendering the deed's central factual assertion false from the moment of its execution.

A notary's statutory competence, however atributive in origin, is not unconditional, and the doctrine consistently teaches that the notary exercises that competence lawfully only where the notary is free from defect as to person, form and substance in the course of drawing the deed[31]. Where a notary abandons the foundational verification the notary's own professional judgment has identified as necessary, as occurred when the notary in Karawang proceeded upon the very sub-district statement the notary had just characterised as inadequate, the atributive authority the notary otherwise enjoys is not merely exercised carelessly but is exercised outside the very conditions upon which the statute confers it. The consequence is a

[30] Selenggang (n 8) 104.
[31] Nawaaf Abdullah and Munsyarif Abdul Chalim (n 12) 660.

form of authority that persists in outward appearance, cloaked in the notary's seal and signature, while lacking the substantive foundation the doctrine treats as the precondition of authenticity itself, a gap between form and substance that the remainder of this Part treats as the analytical key to the deed's ultimate classification.

4.3 Legal Consequences: Voidable Deeds versus Deeds Null and Void ab initio

Article 1869 of the Civil Code provides that an authentic deed degrades into a mere private writing where the executing official lacked authority or competence, or where a defect infects the deed's form, a degradation that strips the instrument of its perfect evidentiary force without necessarily extinguishing the underlying legal relationship it records[32]. Because the substantive content of Deed of Meeting Resolutions Number 5 remains, notwithstanding its procedural defects, an instrument purporting to record a contractual arrangement among the heirs, its ultimate validity must be assessed against the four cumulative requirements of a valid agreement codified in Article 1320 of the Civil Code: consent freely given, capacity to contract, a determinate object, and a lawful cause. The first two requirements are conventionally described as subjective, attaching to the persons contracting, while the latter two are described as objective, attaching to the content of the agreement itself, a distinction that carries decisive consequences because breach of a subjective requirement renders an agreement merely voidable, whereas breach of an objective requirement renders it null and void from the outset[33].

Viewed through the lens of consent, Deed of Meeting Resolutions Number 5 discloses an unmistakable defect of the will: SS never in fact agreed to transfer his shares, and the signature attributed to him on the antecedent Statement Deed was procured through deception, a fraud within the meaning of Article 1328 of the Civil Code, which requires that consent be given freely, without duress, fraud or mistake[34]. That defect supplies grounds for the deed to be avoided at the instance of SS, yet avoidance under the subjective limb of Article 1320 does not operate automatically: the deed remains valid and binding upon the parties, including third parties who may have relied upon the recorded shareholding structure, until a court, seised of

[32]Soegeng Ari Soebagyo and Gunarto, 'Akibat Hukum Akta Autentik Yang Terdegredasi Menjadi Akta Dibawah Tangan' (2017) 4(3) Jurnal Akta 323, 326.
[33]Djaja Meliala, Perkembangan Hukum Perdata Tentang Benda dan Hukum Perikatan (Nuansa Aulia 2019) 71.
[34]Djaja Meliala (n above) 70.

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a claim brought by the aggrieved heir, pronounces the avoidance[35]. This feature of Indonesian contract doctrine, often underappreciated in commentary that treats fraud as automatically nullifying an instrument, explains why the shares in PT EMKLBM continued to be voted, and dividends continued to be distributed, in accordance with the fraudulent restructuring for a full decade before SS obtained a judicial pronouncement in his favour.

Viewed through the lens of lawful cause, the deed discloses a still graver defect, because the entire transactional purpose it records, namely the heirs' collective and voluntary consent to a particular allocation of shares, was from its inception a purpose that never in truth existed. Article 1334 of the Civil Code requires that the cause underlying an agreement not contravene statute, morality or public order, and an agreement whose recorded cause is a fabricated consensus, procured through forgery, offends that requirement at the most elementary level, because the cause recorded on the face of the deed and the cause that actually obtained in fact never coincided[36]. Breach of the objective requirement of lawful cause renders the deed null and void ab initio, meaning the deed is treated in law as though it had never been executed at all, restoring the parties, insofar as restitution remains practicable, to the position they occupied immediately before its execution[37]. Because the falsified consent infects the very cause of the transaction rather than merely the manner in which one party's individual consent was procured, the graver classification, nullity ab initio rather than mere voidability, represents the more doctrinally coherent characterisation of Deed of Meeting Resolutions Number 5, notwithstanding that the point remains, as the following paragraph explains, genuinely contested.

The competing classifications are not merely of academic interest, because a deed that is voidable preserves, until judicially avoided, the security of third parties who dealt with the company on the strength of the recorded shareholding, whereas a deed that is null and void ab initio unravels every subsequent transaction traceable to it, a consequence with potentially destabilising effects upon a company that may, in the interim, have entered into contracts, secured financing or paid dividends in reliance upon the impugned shareholding structure. Eva

[35]Verawati Br Sitompul, Buku Belajar Hukum Perdata (Pustaka Mandiri 2017) 67.
[36]ibid 71.
[37]Marsudi Utoyo, 'Pertanggungjawaban Notaris dalam Akta yang Dinyatakan Batal Demi Hukum' (2024) 30(3) Disiplin Jurnal Ilmu Hukum 109, 115.

Riska Isnandya, Rosa Agustina and Arsin Lukman observe that judicial annulment for fraud restores the parties to their pre-transactional position, a restitutionary logic that sits uneasily with a decade of intervening corporate conduct[38]. The present article accordingly resists a categorical pronouncement in favour of either classification in the abstract, and instead proposes, as the more useful doctrinal contribution, that a court seised of a civil claim following the Karawang conviction ought to weigh the objective defect of fabricated cause against the practical consequences of unwinding a decade of corporate activity, reaching for nullity ab initio only where restitution remains genuinely practicable and for voidability, coupled with an accounting remedy in damages, wherever it does not.

4.4 The Notary's Breach of the Duty of Care

A careful reconstruction of the notarial file discloses five discrete failures, each traceable to a specific statutory or ethical provision, and each capable of independent proof without reference to whether the notary possessed actual knowledge of the underlying forgery. The first failure lies in the absence of any joint representative appointed among the heirs before the shares were treated as transferable, contrary to Article 52(5) of the Companies Law, which requires that where shares are held collectively pending partition of an estate, the heirs designate one among their number to exercise shareholder rights on their collective behalf. The second failure lies in the notary's own sequencing of documents, drawing the Deed of Meeting Resolutions upon the sub-district statement before drawing the Certificate of Heirship the notary itself regarded as the properly authoritative instrument, an inversion that placed corporate consequence ahead of inheritance proof. The third failure lies in the absence of any verification of the procedural regularity of the extraordinary general meeting itself, an omission that left unexamined the summons requirements of Article 82(1), the attendance quorum of Article 86 and the resolution quorum of Article 87(2) of the Companies Law, together with the question whether the meeting had validly authorised any person to convert its minutes into notarial form.

The fourth failure lies in the notary's decision to release the minuta of the Statement Deed into K's custody for signature outside the notary's presence, a plain contravention of

[38]Eva Riska Isnandya, Rosa Agustina and Arsin Lukman, 'Pembatalan oleh Hakim terhadap Akta Jual Beli yang Dibuat Berdasarkan Penipuan (Bedrog)' (2020) 2(10) Indonesian Notary 211, 211.

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Article 44(1) of the Notary Law, which requires signature immediately upon the deed being read, and of Article 4(6) of the Notary Code of Ethics, which prohibits a notary from despatching a minuta for execution away from the notary's office. The fifth failure lies in the notary's uncritical acceptance of K's bare assertion that SS was too occupied in Jakarta to attend, an assertion the notary never sought to verify through any independent contact with SS, notwithstanding that SS's presence was, on any view, essential to the very fact the deed was designed to record, namely his personal and voluntary consent. These five failures, considered cumulatively, describe a notary who possessed every opportunity to detect irregularity and declined each one, not through active complicity with the forgery, a matter the criminal court did not find proved against the notary, but through a pattern of procedural shortcuts that made the underlying forgery immaterial to the outcome the widow was seeking.

The doctrine of formal and material truth in notarial deeds supplies the conceptual vocabulary for locating precisely where responsibility for these five failures ought to rest. Formal truth concerns the structure prescribed by Articles 16, 38 and 44 of the Notary Law, the tripartite division of a deed into head, body and closing, the requirement of reading aloud, and the requirement of contemporaneous signature[39], whereas material truth concerns the substantive content of what the parties declared, an area in which the doctrine has long debated whether a notary who merely records what an appearing party states can ever be held to guarantee the truth of that statement[40]. The Karawang facts permit a resolution of that longstanding debate that need not condemn the notary for failing to detect a forgery invisible to the naked eye, while nonetheless condemning the notary for the formal failures, sequencing, remote signature, unverified absence, that lay entirely within the notary's own control and required no forensic expertise whatsoever to avoid.

4.5 Administrative Liability

Article 16(11) of the Notary Law exposes a notary who breaches the duties enumerated in Article 16(1)(a) through (i) to a graduated scale of administrative sanction, commencing with a written warning, escalating through temporary suspension, and culminating in

[39]Fitria Putri Deslin and Tiurma Mangihut Pitta Allagan, 'Tanggung Jawab Notaris Terhadap Formalitas Akta Yang Dibuat Tanpa Kehadiran Penghadap (Studi Putusan Pengadilan Tinggi Denpasar Nomor 144/PDT/2021/PT DPS)' (2024) 5(3) Indonesian Notary 20, 26.
[40]Fransiska, Erni and Latumenten (n above) 345.

honourable or dishonourable discharge from office, a scale administered by a hierarchy of Supervisory Councils operating at regional, provincial and central levels[41]. The Regional Supervisory Council is empowered to impose oral and written warnings and to recommend temporary suspension to the Provincial Council; the Provincial Council may impose the same lesser sanctions and recommend suspension of three to six months, or dishonourable discharge, to the Central Council; the Central Council may impose suspension itself and recommend dishonourable discharge to the Minister of Law, who alone possesses the power to discharge a notary honourably or dishonourably from office[42]. Because the failure to secure contemporaneous signature under Article 44(1) is expressly sanctioned under Article 44(5) with degradation of the deed to a private writing and exposure to a claim for costs, compensation and interest, the notary in Karawang faces exposure at the very least to the written warning and temporary suspension tiers of this scale, quite apart from any parallel sanction the Notary Code of Ethics might impose through its own Honour Council structure for the breach of Article 4(6) discussed above.

4.6 Civil Liability under Article 1365 of the Civil Code

Civil liability against the notary is properly analysed through the five cumulative elements of an unlawful act codified in Article 1365 of the Civil Code as construed by Rosa Agustina, namely an act, its unlawfulness, fault, loss and a causal link between the act and the loss[43]. The requisite act is readily identified in the notary's execution of Deed of Meeting Resolutions Number 5 upon a foundation the notary's own professional judgment had already flagged as inadequate. Unlawfulness may be established on at least three of Rosa Agustina's four recognised bases, namely breach of applicable legislation, being Articles 44(1) and 16(1)(a) of the Notary Law; infringement of another's subjective right, being SS's right as a legitimate heir to participate in and benefit from the disposition of his father's shares; and conduct offending the standards of propriety a public official owes the community that relies upon notarial deeds for certainty in commercial affairs[44]. Fault is amply demonstrated by the

[41]UUJN (n 15) art 68.
[42]Chaterine Felicia Sihite, 'Akibat Hukum Bagi Notaris Yang Dijatuhi Sanksi Administratif oleh Majelis Pengawas Notaris' (2023) 2(1) Jurnal Notarius 54, 56.
[43]Rosa Agustina, Perbuatan Melawan Hukum (Universitas Indonesia Fakultas Hukum Pascasarjana 2003) 8.
[44]ibid 8–9.

notary's own contemporaneous recognition, recorded in the judgment itself, that the sub-district statement was an inadequate foundation for the deed, a recognition the notary then proceeded to disregard, converting what might otherwise have been mere inadvertence into a form of conscious departure from the notary's own professional assessment.

Loss suffered by SS divides naturally into a material and an immaterial component, the former comprising the economic value of the voting rights and dividend entitlements SS was denied between 2013 and the eventual judicial vindication, together with the costs necessarily incurred in mounting criminal and prospective civil proceedings to recover his inheritance, the latter comprising the psychological toll of discovering, after nearly a decade, that his own mother had forged his signature not once but twice, on the sub-district statement and again on the Statement Deed, in order to divert his father's legacy to his siblings. Causation, the fifth element, is established by an unbroken evidentiary chain running from the notary's decision to found the deed upon a document the notary had already characterised as unreliable, through the corporate restructuring that decision enabled, to the deprivation SS ultimately suffered, a chain in which no intervening act by an independent third party severs the link between the notary's conduct and the harm that followed. Where all five elements are established, SS is entitled under Article 1243 of the Civil Code to claim costs, compensation and interest from the notary, a claim that may be pursued concurrently with, rather than in substitution for, the criminal remedy already secured against K.

4.7 Criminal Liability under the Criminal Code

Criminal liability under Indonesian law follows the adage geen straf zonder schuld, no punishment without fault, a principle requiring proof of either intent, dolus, or negligence, culpa, before any sanction may be imposed[45]. K's liability under Article 266(1) of the old Criminal Code, for procuring the insertion of false information into an authentic instrument, presented no difficulty on this score, because the forgery was deliberate, premeditated and repeated across two separate documents, a paradigm case of dolus that the Karawang District Court, the Bandung High Court and the Supreme Court each found proved without dissent. The

[45] Muhammad Fadhil Aditya, 'Tanggung Jawab Pidana Notaris Terhadap Pembuatan Akta Palsu Yang Merugikan Para Penghadap (Studi Kasus Notaris Agus Satoto, Wilayah Kedudukan Jabatan Daerah Denpasar)' (2021) 3(2) Indonesian Notary 752, 752.

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notary's exposure to criminal liability is considerably more contested, precisely because the judgment records no finding that the notary possessed actual knowledge that SS's signature had been forged, a factual finding that would, if it existed, readily support liability as an accessory under Article 21(1) of the new Criminal Code or under the cognate provisions of the old Criminal Code addressing complicity in the fabrication of authentic instruments.

The doctrine draws a sharp line between a notary who is deceived by a forging party and a notary who colludes with one, the former ordinarily escaping criminal liability because the notary has merely recorded, faithfully and without independent means of detection, information a party has falsely supplied[46]. Chandra and Ridwan caution against a wholesale criminalisation of notaries for information supplied by deceptive appearing parties, an outcome that would deter notaries from the very facilitative function the profession exists to perform[47]. The present article accepts that caution as sound in the ordinary case, yet observes that the Karawang facts sit uneasily within the paradigm Chandra and Ridwan describe, because the notary was not merely deceived about the authenticity of a signature the notary had no means of verifying, but proceeded, with open eyes, upon a document the notary had independently and correctly identified as procedurally insufficient, a conscious disregard of the notary's own assessment that arguably crosses the threshold from innocent deception into a form of wilful blindness the criminal law has traditionally treated as functionally equivalent to knowledge.

Wilful blindness, though not a term of art within Indonesian criminal doctrine in the manner it is within common law systems, finds a functional analogue in the concept of culpa lata, gross negligence approaching the borders of intent, a category that Article 392 of the Criminal Code and its successor provisions do not explicitly recognise but that a sentencing court might properly weigh in assessing whether the notary's repeated procedural departures amount to more than isolated inadvertence. Should a civil or subsequent criminal proceeding establish that the notary's disregard of its own stated reservation about the sub-district statement was accompanied by an appreciation that the underlying documentation was likely fabricated, exposure under Article 392(1) of the Criminal Code for forgery of an authentic

[46]Sherly Angelina Chandra and Fully Handayani Ridwan, 'Kriminalisasi Notaris Akibat Keterangan yang Dipalsukan oleh Penghadap dalam Pembuatan Akta Pernyataan Keputusan Rapat' (2025) 5(4) Jurnal Ilmu Hukum, Humaniora, dan Politik 3521, 3522.
[47]ibid.

instrument, carrying a maximum penalty of eight years' imprisonment, or under Article 394 for procuring the insertion of false information into an authentic deed, carrying a maximum of seven years, would follow, whether as a principal offender in the notary's own right or as an accessory to K's established offence under Article 21(1) of the new Criminal Code. Absent such a finding, the notary's exposure remains confined to the administrative and civil tiers examined above, a confinement the present article regards as the doctrinally correct, if practically unsatisfying, outcome on the facts as the judgment records them.

4.8 Preventive Legal Protection: Reconstructing Notarial Due Diligence

A meaningful preventive regime cannot rest content with the bare statutory injunction that a notary act thoroughly, a standard too abstract to guide conduct or to adjudicate liability with any precision, and the Karawang case supplies the empirical material from which a considerably more concrete checklist can be derived. Febriyantoro, Priandhini and Arsil identify four supplementary documents a notary ought properly to request from heirs before drawing any deed touching an estate: a written request for the deed signed by the heirs themselves, confirming that the initiative for the deed originates with the heirs rather than with the notary; a family genealogy sufficient to identify every potential heir and thereby to guard against the silent exclusion of anyone entitled to inherit; a formal record of the documents the heirs have handed over, creating an auditable trail of what was received and when; and a letter from the local neighbourhood association corroborating the composition of the deceased's household[48]. Had any one of these four supplementary documents been demanded in Karawang, the notary would have been confronted with an immediate and irreconcilable conflict between K's account of a fully consenting family and the corroborative silence, or active dissent, of the very neighbourhood or genealogical sources the checklist is designed to surface.

A second and equally practicable safeguard lies in the insistence upon physical attendance, a safeguard requiring no legislative amendment because it already exists in Article 44(1) of the Notary Law and merely awaits enforcement through professional culture rather

[48] Aditya Wahyu Febriyantoro, Liza Priandhini and Fitri Arsil, 'Pertanggungjawaban dan Bentuk Perlindungan Notaris Terhadap Pembuatan Surat Keterangan Waris Yang Tidak Lengkap Mencantumkan Ahli Waris' (2021) 3(2) Indonesian Notary 460, 471.

than through further statutory text. Physical attendance converts the abstract risk of forgery into a concrete opportunity for detection, because a notary who insists upon meeting every heir in person, comparing the signature affixed in the notary's presence against the signature on the identity card the heir produces at that same moment, closes precisely the gap through which both forgeries in the Karawang case were executed. Notarial cooperation with the Population and Civil Registration Office, extending to notaries the same real-time electronic identity card readers and fingerprint scanners already deployed at certain land offices and banks, would furnish an additional technological layer of verification capable of detecting, at the point of execution rather than years afterwards, a discrepancy between the person physically present and the identity that person claims[49]. Such technological verification, though incapable of eliminating forgery risk entirely, since a fingerprint reader cannot compel a heir who is genuinely absent to appear, would at minimum have forced K to confront the practical impossibility of producing SS's biometric data in his physical absence, a confrontation the paper-based procedure that actually prevailed in 2013 never required her to face.

A third safeguard, sounding in the specific corporate dimension of the Karawang dispute, requires notaries drawing deeds of meeting resolutions to verify, independently of the minutes tendered by the requesting party, the summons, quorum and authorisation requirements of Articles 82, 86 and 87 of the Companies Law before converting an under-hand resolution into notarial form, a verification the interview evidence gathered for this study confirms is not uniformly practised across the profession notwithstanding its clear statutory foundation. Cross-referencing the company's register of shareholders against the composition of heirs asserted in any inheritance-related deed would furnish a further point of triangulation, because a discrepancy between the register and the asserted heirship, precisely the discrepancy that existed throughout 2013 in respect of PT EMKLBM's undivided shareholding, ought to trigger heightened scrutiny rather than the routine processing the notary in fact applied. None of these three safeguards, singly or cumulatively, guarantees the elimination of forgery, an aspiration no evidentiary system can honestly promise, yet each converts an abstract duty of thoroughness into a discrete, auditable act capable of being proved or disproved in subsequent

[49] Alwesius, Keterangan Hak Mewaris (n 6) 75.

litigation, thereby giving the preventive dimension of legal protection theory an operational content it has historically lacked.

4.9 Repressive Legal Protection: Avenues of Redress for the Excluded Heir

Repressive protection for SS operates along three parallel tracks that the present article treats as cumulative rather than mutually exclusive, permitting an aggrieved heir to pursue several remedies simultaneously rather than being forced to elect among them. The first track, already exhausted at the time of writing, secured K's criminal conviction under Article 266(1) of the old Criminal Code, a conviction carrying the collateral consequence, imposed as a special condition by the Bandung High Court, that K furnish SS with a full accounting of assets acquired during her marriage to the decedent and submit the company to an audit covering the entire period since 2012, a remedy that functions in substance as a court-ordered disclosure obligation reaching well beyond the shares directly implicated in the forged deed. The second track, available but not yet pursued on the facts as reported, would see SS bring a civil claim against both K and the notary, against K for the underlying fraud and against the notary for the unlawful act analysed in Part 4.6 above, a claim capable of yielding both restitution of the shares themselves and compensation for the material and immaterial loss the eight-year deprivation occasioned. The third track, sounding in company law rather than in tort or criminal law, would see SS petition for judicial correction of the shareholders' register under the Companies Law, restoring his forty per cent proportionate entitlement independently of whether the underlying deed is ultimately classified as void or merely voidable.

A structural observation emerges from tracing these three tracks in combination, namely that repressive protection, however comprehensive in its formal availability, remains hostage to the practical difficulty of detection that pervades the entire Karawang narrative, since SS could invoke none of the three tracks until 2021, eight years after the fraud was first perpetrated, precisely because the preventive safeguards examined in Part 4.8 above were never in place to alert him earlier. This observation ought to temper any excessive doctrinal enthusiasm for repressive remedies as a sufficient answer to the vulnerabilities inheritance practice presents, because a remedy exercised eight years after the event restores legal entitlement while doing considerably less to restore the years of dividends foregone, the relationship between mother and son fractured by the discovery of a forged signature, or the

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confidence an heir might reasonably expect to place in instruments bearing an official seal. Repressive and preventive protection accordingly stand not as alternative strategies between which policy might choose, but as sequential and mutually reinforcing necessities, the strength of the latter determining how frequently the former will ever need to be invoked, a conclusion that supplies the pivot to the recommendations advanced in Part 5 below.

5. Conclusion and Recommendations

The Karawang dispute demonstrates that the promise of instantaneous, automatic protection embedded in the *saisine* principle is only as durable as the documentary chain through which that protection must, in commercial practice, be operationalised, a chain running from a sub-district statement through a notarial deed to a corporate register, any single link of which can be corrupted by a party willing to forge a signature. Deed of Meeting Resolutions Number 5 dated 4 September 2013 is properly analysed as afflicted by defects at both the subjective and objective limbs of Article 1320 of the Civil Code, voidable for want of SS's genuine consent and, on the more persuasive analysis advanced in Part 4.3, null and void from inception for want of a lawful cause, since the consensus the deed purports to record never in truth existed. Either classification restores to SS the substantive entitlement the saisine principle promised him from the moment of his father's death, though the two classifications diverge sharply in their treatment of third parties who dealt with the company in the intervening decade, a divergence a competent civil court must resolve by weighing the practicability of restitution against the disruption nullity would visit upon transactions concluded in good faith.

Notarial liability, properly disaggregated across its administrative, civil and criminal tiers, tracks the five discrete procedural failures identified in Part 4.4 rather than any finding, absent from the judgment, that the notary knowingly participated in the underlying forgery. Administrative sanction under Article 16(11) of the Notary Law and civil liability under Article 1365 of the Civil Code rest upon solid evidentiary footing, the former triggered by the plain breach of Article 44(1) governing contemporaneous signature, the latter by the cumulative satisfaction of the five elements of an unlawful act traced in Part 4.6. Criminal liability remains, on the facts as reported, the most doctrinally uncertain of the three tiers, contingent upon a finding of wilful blindness that the criminal proceedings against K did not purport to establish against the notary, a gap in the factual record that any subsequent proceeding against the notary would need to close through independent evidence rather than through inference from the notary's procedural laxity alone.

Legal protection for heirs generally, and not merely for SS in this single dispute, is best secured through the sequential and mutually reinforcing operation of preventive and repressive mechanisms, a conclusion this article draws directly from the observation, developed in Part 4.9, that repressive remedies, however comprehensive in formal availability, activated in Karawang only after eight years of undetected deprivation. Preventive protection accordingly deserves the greater share of doctrinal and regulatory attention going forward, translated from the abstract statutory command of thoroughness into the concrete, auditable checklist of supplementary documentation, physical attendance and cross-verification proposed in Part 4.8, a checklist capable of being embedded within notarial professional standards without awaiting fresh legislation. The recommendations that follow are addressed, in turn, to the four constituencies whose conduct or oversight bears most directly upon whether the next forged Heirship Statement Letter is detected before, rather than eight years after, it inflicts irreversible harm upon an unsuspecting heir.

5.1 Recommendations

Heirs engaging a notary in connection with an estate ought to insist upon personal attendance at every stage of the deed-drawing process, and ought never to accept, on behalf of an absent co-heir, an assurance of consent that has not been independently verified through direct contact with that co-heir; where genuine absence is unavoidable, a power of attorney executed in authentic rather than under-hand form ought to be procured before any deed proceeds. Notaries ought to apply the principle of thorough diligence comprehensively rather than selectively, insisting upon compliance with the formal requirements of reading, contemporaneous signature and physical presence even where a request for expedition is pressed by an impatient or persuasive client, and ought to request, as a matter of routine practice rather than exceptional caution, the family genealogy and neighbourhood corroboration identified in Part 4.8 as capable of exposing a fabricated consensus before it is committed to notarial form. Supervisory Councils ought to adopt a more proactive posture towards notaries whose files disclose the kind of internal inconsistency present in Karawang, namely a notary's own contemporaneous record of having identified a document as evidentially insufficient followed by that same notary's decision to rely upon it regardless, treating such internal inconsistency as a red flag warranting inquiry rather than as a matter to be discovered only after a criminal conviction against a third party has already been secured. The Ministry of Law, in conjunction with the Population and Civil Registration Agency, ought to extend to notaries the electronic identity verification infrastructure already available to other sectors of the economy, and ought to consider a public notice mechanism, publicising an intended certificate of heirship for a short statutory period before issuance, so that an heir excluded from the process, as SS was excluded for eight years, has a realistic opportunity to object before the certificate, and the transactions it enables, become entrenched beyond practical undoing.

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