International Journal of Business, Law, and Education
Volume 6, Number 2, 2025
https://ijble.com/index.php/journal/index

Legal Certainty for Notaries in Performing Their Duties Jointly Through Persekutuan Perdata

Puti Hanifa Nowira[1], Amelia Sri Kusuma Dewi[2], Hariyanto Susilo[3]
Universitas Brawijaya[1], Universitas Brawijaya[2], Universitas Brawijaya[3]
nowiraputihanifa@gmail.com[1], amelia_dewi@ub.ac.id[2], hariyantosusilo@ub.ac.id[3]

ABSTRACT
This study examines the legal certainty and interpretation of *Persekutuan Perdata* (Civil Partnership) for Notaries under *Undang-Undang Jabatan Notaris*. The research aims to clarify the meaning of *Persekutuan Perdata* as stipulated in the Act and to determine the most suitable business entity form that aligns with the independent nature of the notarial profession, ensuring legal certainty for all parties involved. A normative juridical method, incorporating statutory and conceptual approaches, was applied to analyse the legal characteristics, rights, obligations, and liabilities of each form of non-legal entity business. The results indicate that although the Act designates *Persekutuan Perdata* as the legal form for Joint Notary Offices, its undefined concept creates legal uncertainty. Based on the analysis of organisational structure, activities, capital, and liability, *Maatschap* is concluded to reflect best the characteristics and professional independence required of Notaries, compared to *Firma* or *Commanditaire Vennootschap*.

Keywords:
Persekutuan Perdata Notaris; Legal Certainty; Maatschap; *Undang-Undang Jabatan Notaris.*

INTRODUCTION

Notaries under the *Undang-Undang Jabatan Notaris* (Law on the Position of Notary) are granted the opportunity to form a *Persekutuan Perdata* with other notaries. This opportunity has been legally provided by the state since 2004, in line with the enactment of the first law regulating the notarial profession in Indonesia, namely *Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris* (Law Number 30 of 2004 on the Position of Notary). Under this law, notaries may carry out their professional duties jointly with other notaries through a business entity referred to as *Perserikatan Perdata*.

In recent developments, the legal provisions governing the notarial profession have been amended. Initially regulated under *Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris*, this law has been revised by *Undang-Undang Nomor 2 Tahun 2014 tentang Perubahan atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris* (Law Number 2 of 2014 amending Law Number 30 of 2004 on the Position of Notary), hereinafter referred to as UU No. 2/2014. This amendment also affected the regulation *of Persekutuan Perdata* as stipulated in Article 20 of UU No. 2/2014. In Article 20, paragraph (1), the term *Perserikatan Perdata* was replaced with *Persekutuan Perdata*. Furthermore, Article 20 paragraph (3)—which previously required further provisions regarding the requirements for practising as a notary in such an arrangement to be set by ministerial regulation—was repealed. Consequently, the *Peraturan Menteri Hukum dan Hak Asasi Manusia Republik Indonesia Nomor M.HH.01.AH.02.12 Tahun 2010* (Regulation of the Minister of Law and Human Rights Number M.HH.01.AH.02.12 of 2010), which served as the implementing provision for *Perserikatan Perdata*, became void due to the deletion of paragraph (3) from *Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris.*

The existence of Article 20 of *Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris* provides an opportunity for notaries to perform their duties jointly.

However, this opportunity remains questionable due to the incomplete nature of its regulation. The imperfection of Article 20 of *Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris* is reflected in its mention of *Persekutuan Perdata*, which is not explicitly defined. The law does not clarify whether this term refers to *Maatschap* as regulated in the *Kitab Undang-Undang Hukum Perdata (KUHPerdata)*, or to *Firma* and *Persekutuan Komanditer* as stipulated in the *Kitab Undang-Undang Hukum Dagang (KUHD)*. This legal uncertainty necessitates an analysis of the interpretation of *Persekutuan Perdata Notaris* in light of the *Undang-Undang Jabatan Notaris*. Furthermore, in light of this issue, this study aims to examine the form of *Persekutuan Perdata* that is most consistent with the characteristics of the notarial profession and the theory of legal certainty.

Previous research conducted by Zimri Boy Yoyada Sinuhaji focused on analysing whether notaries are allowed to obtain profits through *Persekutuan Perdata* under the *KUHPerdata*, as well as examining the principle of notarial independence from a normative perspective (Boy, 2020). However, this study did not address the meaning or definition of *Persekutuan Perdata Notaris* as intended in Article 20 of *Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris*. In contrast, the present study aims to analyse and formulate the meaning and appropriate form of Persekutuan Perdata Notaris that aligns with the profession's characteristics, thereby creating legal certainty as mandated by statutory regulations. Thus, this research offers novelty in the form of a legal interpretation that has not been explored in previous studies or existing regulations.

METHOD

This research employs a normative juridical method, a legal research approach that involves examining legal materials. The choice of this method is grounded in the need to comprehensively analyse legal theories, principles, norms, and statutory provisions applicable to the issue under study, namely the legal certainty of *Persekutuan Perdata Notaris* under the *Undang-Undang Jabatan Notaris*. Through this normative approach, the study aims to provide a sound legal argumentation for determining the appropriate formulation of the *Persekutuan Perdata Notaris* concept, ensuring it aligns with the characteristics of the notarial profession and the principles of independence and impartiality as mandated by prevailing laws and regulations.

In conducting the research, three main approaches are applied. First, the statute approach is used to examine relevant statutory provisions, including *Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris*, the *Kitab Undang-Undang Hukum Perdata (KUHPerdata)*, and the *Kitab Undang-Undang Hukum Dagang (KUHD)*. This approach serves to understand the formal legal framework governing *Persekutuan Perdata Notaris*. Second, a conceptual approach is employed to study the concepts or legal doctrines developed among scholars and legal experts, in order to determine how the ideal form of *Persekutuan Perdata Notaris* should be formulated. Third, the analytical approach is employed to explore the meaning of legal provisions by analysing the terms and norms contained in statutory regulations, as well as examining the practice and implementation of these provisions.

The legal materials utilised in this research include primary, secondary, and tertiary legal sources. Primary legal materials consist of statutory regulations directly related to the research problem, including *Undang-Undang Nomor 2 Tahun 2014*

tentang Perubahan atas Undang-Undang Jabatan Notaris, *Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris*, the *Kitab Undang-Undang Hukum Perdata* (Indonesian Civil Code), and the *Kitab Undang-Undang Hukum Dagang* (Indonesian Commercial Code). The collection of these materials was conducted through library research, both conventionally at the Faculty of Law Library and the Central Library of Universitas Brawijaya, as well as digitally via online platforms such as Google Scholar and official websites hosting statutory regulations.

The legal materials were analysed using both grammatical and comparative interpretation techniques. Grammatical interpretation was applied to comprehend the meaning of legal terminology, based on the structure of the Indonesian language and applicable legal norms, thereby minimising potential misinterpretations. Comparative interpretation was employed to examine and contrast different forms of business entities in order to identify the most appropriate model of *Persekutuan Perdata Notaris* that aligns with the inherent characteristics of the notary profession. Through this analytical technique, the research is expected to produce comprehensive conclusions and contribute valuable insights toward the development of notarial law in Indonesia.

RESULTS AND DISCUSSION

1. Interpretation of *Persekutuan Perdata Notaris* as Regulated in the *Undang-Undang Jabatan Notaris*

Persekutuan Perdata Notaris, as regulated in the *Undang-Undang Jabatan Notaris*, refers to a form of cooperation between two or more notaries with the purpose of improving the quality of notarial services provided to the public. The establishment of this partnership is expected to address the increasing complexity of the notarial profession resulting from the evolving needs of society and the globalization of law (Kementerian Kehakiman dan Hak Asasi Manusia Republik Indonesia, 2004). A change in terminology can be seen from "Perserikatan Perdata" in *Undang-Undang Nomor 30 Tahun 2004* to "Persekutuan Perdata" in *Undang-Undang Nomor 2 Tahun 2014*. However, this change was not accompanied by a clear and precise definition in the legislation, thus creating ambiguity in its practical implementation.

One of the main weaknesses of this regulation lies in the absence of a definition regarding the legal form and characteristics of *Persekutuan Perdata Notaris*. The *Undang-Undang Jabatan Notaris* does not clarify whether *Persekutuan Perdata Notaris* refers to a *maatschap*, a *firma*, or another form of partnership as recognized under Indonesian civil law. This lack of clarity opens the potential for multiple interpretations, not only among notaries themselves but also among their clients and law enforcement authorities. The government has attempted to address this gap through *Peraturan Menteri Hukum dan HAM Nomor 17 Tahun 2018*, which stipulates that *Persekutuan Perdata* is a partnership in which the profession is carried out continuously, where each partner acts on their own behalf and bears personal liability. Nevertheless, this definition remains insufficient in providing legal certainty, as the scope of activities of *Persekutuan Perdata* is limited only to professional practice, without adequate explanation regarding operational boundaries, internal governance, and the detailed legal responsibilities of each partner toward third parties.

The existing lack of clarity reflects the failure to achieve the principle of legal certainty as articulated by Gustav Radbruch, who asserted that legal certainty requires clear, unambiguous, and consistently applicable rules so that individuals can ascertain

their rights and obligations before the law. Within the framework of Gustav Radbruch's theory of legal certainty, law must provide definite guidance for human behavior, enabling society to clearly understand the boundaries of actions that are permitted or prohibited by law (Halilah, 2021). Similarly, according to Van Apeldoorn, when a legal norm is not formulated explicitly and clearly, it loses its predictive power, rendering legal subjects unable to foresee the legal consequences of their actions (Hotta, 2025). In the context of *Persekutuan Perdata Notaris*, the absence of a clear definition or interpretation creates uncertainty regarding the proper legal form of this type of civil partnership.

Thus, it can be concluded that the provisions concerning *Persekutuan Perdata Notaris* in the *Undang-Undang Jabatan Notaris* and its implementing regulations still exhibit weaknesses in terms of legal certainty, as outlined in Van Apeldoorn's theory. This lack of normative clarity has the potential to create uncertainty not only for notaries themselves but also for clients and law enforcement authorities. Therefore, a clear interpretation is needed to determine the proper form of *Persekutuan Perdata Notaris* so that the principle of legal certainty—as a fundamental element of any modern legal system—can be fully realized in notarial practice in Indonesia (Undang-Undang No. 2 Tahun 2014 tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris, 2004).

2. An Analysis of the Business Entity Model that Aligns with the Characteristics of the Notarial Profession and Ensures Legal Certainty in the Practice of *Persekutuan Perdata*

The notarial office possesses distinct characteristics that set it apart from other legal professions. A notary is designated as a public official with the primary authority to draft authentic deeds, as stipulated in *Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notari*s (Undang-Undang No. 2 Tahun 2014 tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris, 2004). This authority encompasses the preparation of deeds concerning legal acts, agreements, or stipulations as required by statutory regulations or as desired by interested parties. In addition, a notary holds the power to certify the date of a deed, safeguard the original deed (minuta), and issue grosses, copies, and excerpts of the deed (Undang-Undang No. 2 Tahun 2014 tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris, 2004). According to G.H.S. Lumban Tobing, the authority of a notary is cumulative, comprising four aspects: material authority concerning specific deeds; authority concerning third parties not related by blood or marriage to the notary; territorial authority limited to the notary's official jurisdiction; and temporal authority valid only during the notary's lawful term of office. Any violation of these aspects may reduce the probative value of a deed to that of a privately executed deed (Tobing, 1980).

In addition to these main powers, notaries also possess supplementary authorities as outlined in Article 15 paragraph (2) of the *Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris*, including the legalization of signatures, *waarmerking* (witnessing private deeds), collation of copies, provision of legal counseling, and the drafting of auction minutes and land deeds (Undang-Undang No. 2 Tahun 2014 tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris, 2004) The *Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris* also acknowledges notarial authority in fields such as cyber notary

services, the drafting of waqf pledge deeds, and aircraft mortgage deeds. These powers are further reinforced by various provisions within the Indonesian Civil Code (KUHPerdata), Commercial Code (KUHDagang), and the Law on Security Rights (Undang-Undang Hak Tanggungan). Besides authority, notaries are also bound by several obligations as stipulated in Article 16 of the *Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris*, which include acting honestly, meticulously, independently, and impartially; maintaining the confidentiality of deeds; safeguarding original deeds; and preparing deed and will registers (Undang-Undang No. 2 Tahun 2014 tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris, 2004). Beyond statutory provisions, notaries are likewise subject to the Code of Ethics of the Indonesian Notary Association (Ikatan Notaris Indonesia/INI), which serves as a moral and professional guideline in the exercise of their office.

To ensure professional competence, a notary is required to fulfill strict qualifications, including being an Indonesian citizen, at least 27 years of age, physically and mentally fit, holding a Bachelor of Laws degree as well as a Master's degree in Notarial Law, and having completed a two-year professional internship (Undang-Undang No. 2 Tahun 2014 tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris, 2004). Restrictions on holding certain concurrent positions are established to safeguard notarial independence and to prevent conflicts of interest in the execution of notarial duties. These requirements emphasize the importance of mastering both academic and practical aspects in order to produce notaries who are competent, of integrity, and responsible in exercising their public authority.

Thus, the characteristics of the notarial office can be summarized into three main aspects: first, authority in drafting authentic deeds (*akta autentik*) and other ancillary powers as stipulated by statutory regulations; second, the implementation of professional ethics and integrity as regulated in the *Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris* and the Notarial Code of Ethics; and third, the fulfillment of specific competencies and expertise through a Master's degree in Notarial Law and other administrative qualifications as outlined in Article 3 of the *Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris*.

The regulation of non-legal entity business forms in Indonesia refers to provisions in the Indonesian Civil Code (KUHPerdata) and the Commercial Code (KUHD), without undergoing the reform processes seen in corporate legal entities such as Limited Liability Companies (*Perseroan Terbatas* or PT). Forms of non-legal entity business structures, such as maatschap, Firma, and Limited Partnerships (Commanditaire Vennootschap or CV), are governed generally by the Civil Code and specifically by the Commercial Code. According to Rudhi Prasetya, *maatschap* represents the general form (*genus*) of which Firma and CV are special forms (*species*), as confirmed by Article 15 of the KUHD, which states that the provisions on Firma and CV remain subject to the rules of *maatschap* unless otherwise specifically regulated, in line with the principle of *lex specialis derogat legi generali* (Prasetya, 2004) . This relationship indicates that the characteristics of Firma and CV, as specific manifestations of *maatschap*, are still fundamentally based on the general provisions of *maatschap* unless explicitly exempted by special regulations.

The characteristics of non-legal entity business forms can be analyzed through four main aspects: organizational structure, capital, type or purpose of business

activities, and liability. The organizational aspect is essential to examine as it closely relates to the management mechanism and accountability within the partnership. Capital is a crucial element for understanding the contribution and shareholding of each partner, which in turn affects the extent of their respective responsibilities. The type or purpose of the business entity must also be considered to ensure alignment with the intended purpose of establishing a Notarial Joint Office**,** namely to improve the quality of legal services to the public through the collaboration of expertise among notaries. Lastly, the aspect of liability requires particular attention because notaries within a joint office do not act as ordinary legal subjects but as public officials who bear special professional responsibilities. Based on these four characteristics, analyzing the compatibility of non-legal entity business forms with the notarial profession becomes essential in determining the most appropriate business model to support the operation of a Notarial Joint Office**.**

a. Organs

Organs refer to the parties legally responsible for managing a business entity to achieve its objectives and interests (Fuady, 2013). In the context of non-legal entity business forms, organs are determined through the articles of association and applicable statutory regulations. In a *maatschap*, the partners serve as the organs who are fully responsible, acting simultaneously as both financiers and managers (Kitab Undang-Undang Hukum Perdata). The management structure in a *maatschap* is divided into two: daily transactions that can be conducted by managing partners without the consent of others, and extraordinary transactions concerning ownership, which require the approval of all partners. In practice, the distinction between these two categories is often blurred; therefore, it is advisable to specify them clearly in the partnership agreement.

A *firma* has a similar organ structure to a *maatschap*, as their relationship is one of genus and species. Unless otherwise regulated under the *KUHD*, the provisions regarding organs in a *maatschap* also apply to a *firma*. Thus, in a *firma*, the partners act as both financiers and managers. This is different from a *Commanditaire Vennootschap* (CV or Limited Partnership), which clearly distinguishes between active partners (*komplementer*), who act as managers and financiers with unlimited personal liability, and passive partners (*komanditer*), who merely contribute capital without managerial rights and whose liability is limited to the amount of capital contributed.

In relation to the Notarial Joint Office, this organizational aspect is crucial because it concerns the principles of independence and impartiality that must be strictly upheld by notaries, as stipulated in Article 16 paragraph (1) point a of *Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris*. According to Eliot Freidson's theory of professional integrity, professionalism is characterized by freedom from external intervention to maintain independence and public trust (Freidson, 1986). As a profession that is strictly regulated in terms of competence, responsibility, and professional ethics through the Notary Association of Indonesia (*Ikatan Notaris Indonesia*), notaries must remain free from accountability to passive investors in order to perform their duties independently. Therefore, the most appropriate form of non-legal entity business for a Notarial Joint Office is a *maatschap* or *firma*, in which all partners actively serve as both managers and financiers. This arrangement ensures that no external parties (such as passive investors in a *CV*) can influence or diminish the independence and integrity inherent to the notarial profession.

b. Capital /*Inbreng*

Capital or *inbreng* constitutes an essential element in the establishment of a non-legal entity business. According to Article 1619 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*), each partner in a *maatschap* is obliged to make a contribution (*inbreng*) to the partnership, which may consist of money, goods, or services (expertise) (Kitab Undang-Undang Hukum Perdata). Subekti classifies the forms of *inbreng* into three categories: first, money as business capital and operational costs; second, goods such as property or equipment supporting the business activities; and third, services in the form of the professional expertise of the partners (Subekti, 1995). The amount of *inbreng* is determined by mutual agreement among the partners, with no minimum requirement stipulated by law. This reflects the flexibility of capital arrangements within a *maatschap*.

The regulation of *inbreng* in a Firm (*Firma*) and Limited Partnership (*Commanditaire Vennootschap* or CV) is essentially similar to that in a *maatschap*, considering that a *Firma* is a specialized form of *maatschap*, while CV is governed separately under the Commercial Code (*Kitab Undang-Undang Hukum Dagang* or KUHD). Nevertheless, the fundamental principle remains that each partner is required to contribute *inbreng* as joint business capital.

c. Type and Purpose of Activities

In terms of the type and purpose of activities, *Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris* stipulates that a Notary, as a public official, is obliged to serve the public by drafting authentic deeds and performing other duties as regulated by law. One of the main reasons for establishing a Joint Notary Office (*Kantor Bersama Notaris*) is to improve public services in light of the broad and complex scope of legal matters. Accordingly, the objective of a Joint Notary Office is non-commercial in nature, aimed at public service, whether carried out individually or collectively within a joint office framework.

Based on a comparative analysis of forms of unincorporated business entities, *maatschap* offers flexibility to engage in both non-commercial and commercial activities (Prasetya, 2004). In practice, non-commercial *maatschap* is commonly adopted by professions such as lawyers and accountants. Conversely, *Firma* and *Commanditaire Vennootschap* (CV) are explicitly intended for commercial activities as regulated by the Commercial Code (*Kitab Undang-Undang Hukum Dagang* or KUHD). Therefore, *maatschap* is considered the most appropriate business entity form for a Joint Notary Office, given its non-commercial nature that aligns with the notarial function as a provider of public services.

3. Liability

Liability within an unincorporated business entity is closely related to the normative provisions governing the rights and obligations of its members. According to Hans Kelsen's theory, liability arises from the existence of a legal norm, accompanied by sanctions if obligations are not fulfilled (Dyani, 2017). In a *maatschap*, liability is regulated under Articles 1642 to 1645 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*), which state that a partner cannot be held liable for the actions of other partners unless such actions are authorized or result in benefits for the *maatschap* itself (Malian, 2018). In contrast, *firma* as a business form governed by the Indonesian Commercial Code (Kitab Undang-Undang Hukum Dagang). places its partners under joint and several liability (*tanggung renteng*) for the firm's debts,

covering both the firm's assets and the personal assets of the partners. In a *Commanditaire Vennootschap* (CV or Limited Partnership), liability is divided between active partners, who bear joint and several liability extending to their personal assets, and passive partners, whose liability is limited to the amount of capital they have contributed (Kitab Undang-Undang Hukum Dagang).

In contrast to these business entities, a Notary, in the exercise of their official duties, holds personal liability that cannot be transferred to another Notary even if operating within a *Persekutuan Perdata*. *Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris* explicitly regulates a set of obligations for Notaries in performing their functions, ranging from drafting authentic deeds to storing *minuta* deeds and managing testamentary records. Violation of these obligations may result in administrative sanctions such as warnings or dismissal, as well as civil liability for compensation to third parties who suffer losses. The Notary Code of Ethics further reinforces these responsibilities by emphasizing integrity, non-discriminatory service, and the prohibition of actions that could harm clients.

Therefore, even when establishing a joint office (*Kantor Bersama Notaris*), each Notary remains personally liable for their actions. Based on this characteristic of individual liability, *maatschap* is considered the most appropriate business form for a Notarial Joint Office, as its liability mechanism aligns with the principle of personal responsibility inherent in the Notary profession. Based on the analysis of the compatibility between non-legal entity business forms and the characteristics of the Notarial profession, the following conclusions can be drawn:

Table 1 characteristics of the Notarial profession

Comparison Aspect	Notarial Profession Characteristics	Maatschap	Firma	CV (Limited Partnership)
Organs	Each Notary acts as both manager and capital contributor independently.	Only one organ, namely partners acting as both managers and capital contributors.	Only one organ, namely partners acting as both managers and capital contributors.	There are two types of partners: 1. Active Partner (manages and contributes capital); 2. Passive Partner (capital contributor only).
Capital Contribution (Inbreng)	A collective capital contribution is required to establish a Joint Notary Office.	Available.	Available.	Available.
Type of Activity	Non-Commercial	Commercial and Non-Commercial	Commercial	Commercial
Liability	Although Notaries establish a Joint Office, each Notary remains personally liable for their professional duties.	The actions of one partner towards third parties do not affect other non-acting partners unless: 1. authority has been granted; and 2. the Act results in a benefit to the partnership.	Joint and several liability among partners.	Active partners bear joint and several liability; passive partners are liable only up to the amount of their contributed capital.

The suitability of the characteristics of non-legal entity business forms with the characteristics of the Notarial profession, as outlined above, is based on four main aspects: organizational structure, capital contribution, type or purpose of activity, and liability. The analysis of the organizational structure relevant to support the activities of a *Persekutuan Perdata Notaris* indicates that the form of *maatschap* or *firma* is appropriate, as both provide for partners who act as both managers and capital contributors. This structure upholds the principle of independence and impartiality as stipulated in Article 16 of *Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris*. Furthermore, the analysis of the type and purpose of activity reveals that *maatschap* is the most suitable form to support a *Persekutuan Perdata Notaris*, as it accommodates non-commercial objectives aimed at providing public services, in line with the notarial function as a public official. The final comparative aspect, liability, also supports the suitability of maatschap for a *Persekutuan Perdata Notaris*. Although Notaries may form a Joint Office, each Notary remains personally liable for the performance of their official duties. Therefore, *maatschap* constitutes the most appropriate form of business entity for a *Persekutuan Perdata Notaris* when compared to *firma* or *CV*, as it best aligns with the fundamental characteristics of the Notarial profession.

CONCLUSION

In *Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris*, which amends Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris, *Persekutuan Perdata* is stipulated as the form of business entity for Notaries in jointly performing their duties. However, in legal doctrine, *Persekutuan Perdata* carries more than one meaning, and *the Undang-Undang Jabatan Notaris* does not explicitly define its exact meaning. After being analyzed based on the Theory of Legal Certainty**,** it is concluded that *Persekutuan Perdata* as the form of business entity for Notaries in jointly performing their duties under the *Undang-Undang Jabatan Notaris* cannot be definitively interpreted, as its regulation does not fulfill the essential elements of legal certainty

Based on the results of the analysis through comparative aspects of the organs, type of activities, capital, and liability of *badan usaha tidak berbadan hukum*, it is concluded that the form of business entity *Maatschap* is the most appropriate form of business entity that aligns with the Notarial Profession Characteristics, compared to *Firma or CV*.

Reference

Boy, Z. (2020). Persekutuan Perdata Menurut Undang-Undang Nomor 2 Tahun 2014 Tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris dan Kitab Undang-Undang Hukum Perdata Terhadap Prinsip Kemandirian Notaris.

Dyani, V. A. (2017). Pertanggungjawaban Hukum dan Perlindungan Hukum bagi Notaris dalam Membuat Party Acte. *Lex Renaissance, 2* (1), 166.

Freidson, E. (1986). *Professional Powers: A Study of the Institutionalization of Formal Knowledge.* Chicago: University of Chicago Press.

Fuady, M. (2013). *Hukum Perusahaan: Teori dan Praktik.* Bandung: Citra Aditya Bakti.

Halilah, S. (2021). Asas Kepastian Hukum Menurut Para Ahli. *Siyasah: Jurnal Hukum Tata Negara, 4*(II), 57.

Hotta, A. Y. (2025). Pemahaman Terhadap Asas Kepastian Hukum Melalui Konstruksi Penalaran Positivisme Hukum. *Jurnal Hukum Dehasen,, 1*(1), .

Kementerian Kehakiman dan Hak Asasi Manusia Republik Indonesia. (2004). *Keterangan Pemerintah mengenai Rancangan Undang-Undang Republik Indonesia tentang Jabatan Notaris.* Jakarta : Departemen Kehakiman dan Hak Asasi Manusia Republik Indonesia.

Kitab Undang-Undang Hukum Dagang. (n.d.).

Kitab Undang-Undang Hukum Perdata. (n.d.).

Malian, S. (2018). *Pengantar Hukum Bisnis.* Yogyakarta: Kreasi Total Media.

Prasetya, R. (2004). *Persekutuan Perdata Firma dan Persekutuan Komanditer.* Bandung : Citra Aditya Bakti.

Subekti. (1995). *Aneka Perjanjian.* Bandung: Citra Aditya Bakti.

Tobing, G. L. (1980). *Peraturan Jabatan Notaris (Notaris Reglement).* Jakarta: Erlangga.

Undang-Undang No. 2 Tahun 2014 tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris. (2004).