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Article

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The Legal Status of Cooperative Deeds Drafted by Notaries Who Lack the Authority to Draft Cooperative Deeds

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Abstract

This study aims to analyze the authority of notaries in preparing cooperative deeds and determine the legal status of deeds prepared by notaries who do not meet the requirements to serve as Notaries Authorized to Prepare Cooperative Deeds. The research problem arises from the discrepancy between the general authority of notaries to prepare authentic deeds and specific requirements under cooperative regulations, potentially creating legal uncertainty regarding the validity of such deeds and their use in establishing cooperatives as legal entities. This study employs normative legal research using a statutory approach. Primary and secondary legal materials were collected through a literature review and analyzed qualitatively to examine the consistency and relationship among legal norms governing notarial authority and cooperative deed preparation. The results indicate that a notary's authority as a public official derives from legislation, while the requirements for serving as a Notary Authorized to Prepare Cooperative Deeds primarily concern administrative qualifications and specialized competence in cooperative administration. A cooperative deed prepared by a notary who does not satisfy these requirements does not automatically lose its authentic status, provided that the requirements concerning authority, form, and deed-making procedures are fulfilled. Nevertheless, such circumstances may create administrative obstacles in the process of obtaining legal-entity status for the cooperative under applicable cooperative law. Regulatory harmonization and synchronization are necessary to clarify the scope of notarial authority, the legal nature of specific requirements, and the legal consequences of cooperative deeds prepared by notaries who are not Certified Notaries for Cooperative Deeds.

A. Introduction

A cooperative is a form of collective enterprise based on the principle of solidarity, as affirmed in Article 33, paragraph (1) of the 1945 Constitution of the Republic of Indonesia.[1] This means that Indonesia's economic system must prioritize solidarity, cooperation, and shared responsibility to achieve the people's well-being, rather than individualistic competition. A cooperative is a collective enterprise in which all members participate through cooperation, much like the activities of a family; this solidarity is not limited to cooperation but also extends to taking responsibility for the cooperative's business activities and sharing in the ownership of its capital.[2] As cooperatives have evolved, their activities have come to involve not only economic aspects but also the need for legal certainty regarding their establishment,

[1] *Undang-Undang Dasar Negara Republik Indonesia Tahun 1945*.
[2] R. T. Sutantya Rahardja Hadhikusuma, *Hukum Koperasi Indonesia*, Cet. 1 (RajaGrafindo Persada, 2000).

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amendments to their articles of association, and other legal actions. This certainty is achieved, in part, through the drafting of legal documents that possess legal standing and evidentiary weight in accordance with the provisions of applicable laws and regulations.

Pursuant to Article 1 of Law No. 2 of 2014 on the Office of the Notary (Notary Law), a notary is a public official authorized to draw up authentic deeds and exercise other powers as provided for in the Law on the Office of the Notary. Legal issues arise when a notary's authority to draw up cooperative deeds is linked to specific requirements for a Notary Authorized to Draw Up Cooperative Deeds (NPAK).[3] Pursuant to Law No. 30 of 2004 on the Office of the Notary, as amended by Law No. 2 of 2014 Amending the Law on the Office of the Notary, specifically Article 15(1), a notary has the authority to draw up authentic deeds regarding all acts, agreements, and determinations that are required by laws and regulations and/or desired by the interested parties to be outlined in an authentic deed, provided that the preparation of such deeds is not assigned to or excluded from the jurisdiction of other officials or persons designated by law. These provisions demonstrate the notary's general authority to prepare authentic deeds.[4]

In the face of increasingly complex economic developments, cooperatives must have legal certainty; specifically, the documents or letters they produce must be drawn up by authorized officials, so that the cooperative's legal standing is further strengthened by an authentic deed of incorporation.[5] In the case of the drafter of authentic deeds—that is, a notary public who performs official duties and is protected by law—the notary is designated as the drafter of cooperative deeds. This requires the notary to perform their role professionally to provide quality service to members of the public who come before the notary to have a cooperative deed drawn up.

On the other hand, the drafting of deeds related to cooperatives involves specific requirements for notaries designated as Notaries Authorized to Draft Cooperative Deeds (NPAK). Decree of the Minister of Cooperatives and Small and Medium Enterprises of the Republic of Indonesia No. 98/KEP/M.KUKM/IX/2004 stipulates that NPAKs are public officials authorized to draft deeds of incorporation, deeds of amendment to the articles of association, and other deeds related to cooperative activities, subject to certain requirements, including completing training in the field of cooperatives and obtaining a certificate as proof of having completed such training. Thus, there is an issue regarding the relationship between the general authority of notaries under the Notary Law and the specific requirements for NPAKs in the drafting of cooperative deeds.[6]

This issue is significant because it must be determined whether a person's status as a notary alone is sufficient to satisfy the element of "authorized official" as referred to in Article 1868 of the Civil Code, or whether such authority must be accompanied by the fulfillment of specific requirements as an NPAK. This issue has direct implications for the legal status of cooperative deeds drawn up by notaries who have not yet met the NPAK requirements. If the NPAK requirements are considered to be the conditions that determine a notary's authority to

[3] *Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris*.
[4] Rudi Indrajaya, *Notaris dan PPAT suatu Pengantar*, 1 (PT. Refika Aditama, 2020).
[5] Oktapiansyah, "Pertanggungjawaban Hukum Notaris Pembuat Akta Koperasi (NPAK)" (Universitas Sriwijaya, 2023).
[6] *Peraturan Menteri Koperasi dan Usaha Kecil dan Menengah Republik Indonesia Nomor 10/Per/M.KUKM/IX/2015 tentang Kelembagaan Koperasi*.

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draw up a cooperative deed, then failure to meet those requirements may raise questions regarding the authenticity of the deed.[7] Conversely, if such authority remains vested in notaries under the Notary Law, then the NPAK requirements must be properly incorporated into the legal framework governing notarial authority.

This issue is all the more relevant because the provisions governing the authority of notaries and the drafting of cooperative deeds are derived not only from the Notary Law but also from regulations in the field of cooperatives. The existence of general provisions regarding notarial authority and specific provisions regarding the NPAK raises the need to examine the status of each norm, including whether the NPAK requirements constitute a limitation on notarial authority or are merely administrative requirements in the exercise of such authority. Therefore, the main issue is not merely whether a notary who is not a member of the NPAK can execute cooperative deeds, but how the scope of a notary's authority should be understood based on the relationship between the Notary Law and cooperative regulations.

Previous research has addressed the issue of cooperative deeds that were not drawn up by the NPAK. M. Farhan Arwin[8] The study titled "The Legal Status of Cooperative Deeds Not Prepared by a Notary Public Specializing in Cooperative Deeds" essentially discusses the legal status of cooperative deeds not prepared by a Notary Public Specializing in Cooperative Deeds (NPAK), with a focus on the mechanisms for establishing cooperatives and access to the General Legal Administration system. Antonius Riwanto's study, [9] titled "The Legal Validity of Cooperative Incorporation Deeds Not Prepared by a Notary Public Specializing in Cooperative Deeds," also examines the legal validity of cooperative incorporation deeds not prepared by an NPAK, particularly in relation to the process of legal recognition of the cooperative as a legal entity. Both studies indicate that the issue of cooperative deeds not drawn up by a notary public has been the subject of previous research.

However, this study does not merely revisit the discussion regarding the validity or authenticity of cooperative deeds drawn up by non-NPAKs. The novelty of this study lies in its analysis of the scope and limits of a notary's authority by comparing the general provisions on authority in the Notary Law with the specific requirements for NPAKs in cooperative regulations. This study will specifically examine whether the NPAK requirements have implications for the notary's authority as a public official as defined in the Notary Law and whether failure to meet these requirements automatically affects the status of the deed as an authentic deed under Article 1868 of the Civil Code. Thus, the focus of this research is directed toward normative issues regarding authority, rather than solely on the legal consequences of deeds drawn up by notaries who are not NPAK members.

This study also does not base its urgency on the assumption that the drafting of cooperative deeds by notaries who are not NPAK members has become widespread in practice, as such a claim requires adequate empirical data to support it. The urgency of this research is more appropriately grounded in the existence of normative issues and the potential for legal uncertainty arising from the general authority of notaries under the Notary Law and the specific NPAK requirements in cooperative regulations. This uncertainty has the potential

[7] Ariesca Dwi Aptasari, "Kewenangan Notaris Sebagai Pembuat Akta Koperasi" (Universitas Airlangga, 2016).
[8] M.Farhan Arwin, "Kedudukan Akta Koperasi Yang Dibuat Bukan Oleh Notaris Pembuat Akta Koperasi" (Universitas Andalas, 2024).
[9] Antonius Riwanto, "Kekuatan Hukum Akta Pendirian Koperasi Yang Dibuat Bukan Oleh Notaris Pembuat Akta Koperasi" (Universitas Narotama, 2020).

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to lead to differing interpretations regarding who is legally authorized to draft cooperative deeds, as well as consequences for the validity of such deeds if the NPAK requirements are not met.

Based on the above discussion, this study is important to analyze the legal provisions governing the authority of notaries in the drafting of cooperative deeds, particularly the relationship between the Notary Public Act and the provisions regarding NPAK. This study also aims to analyze the legal status of cooperative deeds drawn up by notaries who do not meet the requirements to be designated as NPAKs, particularly in relation to the element of official authority under Article 1868 of the Civil Code. Thus, this study is expected to provide clarity regarding the scope of a notary's authority in the drafting of cooperative deeds and the legal status of deeds drawn up without meeting the NPAK requirements.

B. Methodology

This study employs normative legal research, namely research conducted by examining and analyzing legal norms contained in legislation, court decisions, and legal literature relevant to the issues under investigation.[10] The study uses a statutory approach and a conceptual approach. The statutory approach is employed by examining legal provisions governing the notarial office and cooperatives, while the conceptual approach is used to analyze the concepts of notarial authority, authentic deeds, and the position of Notaries Authorized to Draw Up Cooperative Deeds (NPAK) within the cooperative legal system. These approaches are employed to identify the interrelationships, consistency, differences in scope, and potential overlap or disharmony between the general authority of notaries and the specific requirements applicable to NPAK.

The legal materials consist of primary and secondary legal materials. Primary legal materials are legally binding sources, including legislation and court decisions relevant to the issues under investigation. The primary legal materials in this study include Law Number 2 of 2014 on the Amendment to Law Number 30 of 2004 on the Notary Office (Notary Office Law/UUJN), which serves as the legal basis for the general authority of notaries to draw up authentic deeds; legislation concerning cooperatives; and Decree of the Minister of Cooperatives and Small and Medium Enterprises of the Republic of Indonesia Number 98/Kep/M.KUKM/IX/2004 on Notaries as Drafters of Cooperative Deeds, insofar as these instruments are relevant to the issues examined. Secondary legal materials are used to provide explanations and strengthen the analysis of primary legal materials and consist of legal textbooks, scientific journal articles, research findings, expert opinions, and other legal literature concerning notarial authority, authentic deeds, and cooperative law.[11]

The legal materials were collected through library research by identifying, compiling, reviewing, and classifying primary and secondary legal materials according to their relevance to each research question. The materials were then systematically organized to distinguish the norms governing the general authority of notaries under the UUJN from those governing the requirements and legal position of NPAK under cooperative regulations. This distinction is

[10] Amiruddin dan Zainal Asikin, *Pengantar metode penelitian hukum*, Edisi Revisi. Cetakan ke-11, Januari 2020 (Rajawali Pers, 2020).

[11] Kornelius Benuf dan Muhamad Azhar, "Metodologi Penelitian Hukum sebagai Instrumen Mengurai Permasalahan Hukum Kontemporer," *Gema Keadilan* 7, no. 1 (2020): 20–33, https://doi.org/10.14710/gk.2020.7504.

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necessary to establish a clear legal construction concerning the relationship between the general authority of notaries to draw up authentic deeds and the specific requirements applicable to the preparation of cooperative deeds.

The legal materials were analyzed qualitatively through descriptive, interpretative, and systematic analysis. Descriptive analysis was used to elaborate the provisions concerning notarial authority under the UUJN and the provisions concerning NPAK under cooperative regulations. Interpretative analysis was subsequently employed to understand the meaning, scope, and relationship between these provisions, while systematic analysis was used to examine the relevant norms within the broader legal system governing the notarial office and cooperatives. The relevant provisions were then compared to identify conformity, differences, overlap, disharmony, or potential legal uncertainty in the exercise of notarial authority in drawing up cooperative deeds. The results of this analysis were subsequently used to develop the legal arguments and formulate conclusions that directly address the two research questions.

C. Results and Discussion

Legal Provisions Governing the Office of the Notary Regarding the Notary's Authority to Draft Cooperative Deeds

The authority of a notary to draw up cooperative deeds must essentially be viewed within the framework of the notary's authority as a public official, as stipulated in the Notary Office Act. Article 15(1) of Law No. 2 of 2014 grants notaries the authority to draw up authentic deeds regarding all acts, agreements, and resolutions required by law and/or desired by the parties to be outlined in an authentic deed, provided that the preparation of such deeds is not assigned to or excluded from the jurisdiction of other officials or persons designated by law.[12] Thus, the authority of a notary derives directly from the law and constitutes an attributive authority inherent in the office of notary. Therefore, from a normative perspective, this authority does not arise from an appointment or designation by a specific ministry, but rather is granted by law as the basis for the establishment and exercise of the office of notary.

In the context of drafting cooperative deeds, legal issues arise when the general authority of notaries is linked to the Decision of the Minister of Cooperatives and Small and Medium Enterprises No. 98/KEP/M.KUKM/IX/2004 regarding Notaries as Drafters of Cooperative Deeds. This Decree establishes the role of Notaries Authorized to Draft Cooperative Deeds (NPAK), who are granted the authority to draft deeds of establishment for cooperatives, deeds of amendment to cooperative articles of association, and other deeds related to cooperative activities. The Ministerial Decree also requires that notaries who will perform these functions must be authorized to hold office in accordance with the regulations governing the notary profession and must possess a certificate proving they have completed training in the field of cooperatives. The Ministry of Cooperatives' Legal Information System (JDIH) currently still lists Ministerial Decree No. 98/KEP/M.KUKM/IX/2004 as a regulation that remains in effect.[13]

The existence of these provisions regarding the NPAK essentially indicates that the drafting of a cooperative deed has specific characteristics compared to the drafting of a

[12] Pandam Nurwulan, *Buku Ajar Peraturan Jabatan dan Kode Etik Notaris* (Buku Litera, 2023).
[13] Virginia Puspa Dianti, "Analisis Kewenangan Notaris Pengganti Dalam Pembuatan Akta Pendirian Koperasi Menurut UU Nomor 2 Tahun 2014" (Universitas Islam Sultan Agung Semarang, 2021).

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notarial deed in general.[14] This distinctive nature is understandable because a cooperative is not merely a contractual relationship among its founders, but rather a business entity with an institutional structure, membership principles, member meetings, capital, management, and accountability based on cooperative principles.[15] Therefore, training in the field of cooperatives can be understood as a means of ensuring that notaries who handle cooperative deeds have an understanding of the legal characteristics of cooperatives. However, the issue that needs to be analyzed is whether this requirement is a prerequisite for the notary's authority or merely an administrative requirement for performing certain functions in the cooperative registration process.

This distinction is important because the authority of a notary and the status of an NPAK have different legal bases. A notary's authority derives from the Notary Office Act, whereas the status as an NPAK stems from administrative policies in the field of cooperatives. Thus, an NPAK should not be understood as a new position that replaces or supplements the office of a notary, but rather as a notary who meets specific requirements to provide services for the preparation of deeds related to cooperatives. This status does not alter the source of the notary's authority as a public official. In this context, the cooperative authorization certificate should be analyzed more appropriately as an instrument related to the notary's jurisdiction and administrative duties in the field of cooperatives, rather than as the primary source of the notary's authority to execute authentic deeds.[16]

The next issue concerns the status of Ministerial Decree No. 98/KEP/M.KUKM/IX/2004 within the Indonesian legal system. Hierarchically speaking, the authority granted to notaries by law cannot simply be reduced or restricted by a ministerial decree without a clear basis of authority from a higher-ranking regulation. The principle of the hierarchy of laws and regulations stipulates that lower-level regulations must not conflict with higher-level regulations.[17] Therefore, the lex specialis principle must be applied with caution. Not every provision that regulates a matter more specifically can automatically supersede a more general provision, particularly if that specific provision is contained in a legal instrument that ranks hierarchically below a law.[18]

Regarding the relationship between the Notary Public Act and Minister of Cooperatives and Small and Medium Enterprises Decree No. 98/KEP/M.KUKM/IX/2004, the issue is not merely which provision is more specific, but rather whether the ministerial decree has sufficient legal basis to impose additional requirements on the exercise of the notary's authority as granted by law. Thus, a distinction must be made between restrictions on the powers of the office and administrative regulations governing service procedures.[19] If the NPAK

[14] "Analisis Hukum Atas Akta Pendirian Koperasi Dimana Penandatanganan Akta Pendirian Didasarkan Kepada Surat Kuasa Di Bawah Tangan," *Iuris Studia: Jurnal Kajian Hukum*, advance online publication, 30 September 2020, https://doi.org/10.55357/is.v1i2.45.

[15] Hadhikusuma, *Hukum Koperasi Indonesia*.

[16] Elsa Sari Dewi dan Achmad Faishal, "Implikasi Yuridis Intruksi Presiden Nomor 9 Tahun 2025 terhadap Kedudukan Notaris," *RIGGS: Journal of Artificial Intelligence and Digital Business* 5, no. 2 (2026): 15093–108, https://doi.org/10.31004/riggs.v5i2.11296.

[17] Dewi dan Faishal, "Implikasi Yuridis Intruksi Presiden Nomor 9 Tahun 2025 terhadap Kedudukan Notaris."

[18] Nurfaqih Irfani, "Asas Lex Superior, Lex Specialis, Dan Lex Pesterior: Pemaknaan, Problematika, Dan Penggunaannya Dalam Penalaran Dan Argumentasi Hukum," *Jurnal Legislasi Indonesia* 17, no. 3 (2020): 305–25, https://doi.org/10.54629/jli.v17i3.711.

[19] Rizki Dwi Saputra dan Abdul Ismail, "The Validity of Loan-Use Agreements on Land Rights Certified by a Notary," *Journal of Legal Contemplation* 2, no. 2 (2026): 94–108, https://doi.org/10.63288/jlc.v2i2.22.

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requirements are intended solely to regulate the administrative mechanisms for the certification of cooperatives and to ensure that notaries are competent in understanding cooperative law, then these provisions cannot automatically be interpreted as revoking the authority of notaries under Article 15 of the Notary Office Act. Conversely, if these provisions are used to assert that a notary who does not hold an NPAK certificate has absolutely no authority to draw up authentic cooperative deeds, then the legal basis for such a restriction must be questioned.[20]

Thus, the term "inconsistency" between the Notary Public Act and Ministry of Cooperatives Decree No. 98/KEP/M.KUKM/IX/2004 must be used with greater caution. An inconsistency cannot be demonstrated merely by the existence of differing regulations; rather, it must be proven through the existence of conflicting norms that create ambiguity regarding who actually has the authority to execute cooperative deeds. The Notary Public Act grants general authority to notaries to execute authentic deeds, whereas the Minister of Cooperatives and Small and Medium Enterprises Regulation establishes specific mechanisms for notaries performing the function of executing cooperative deeds. Therefore, the main issue is whether the provisions regarding NPAK constitute a limitation of authority or merely administrative regulations and specific competencies.

This issue becomes even more significant when considered in light of the legal consequences regarding cooperative deeds drawn up by a notary who does not hold NPAK status. The inability to meet the administrative requirements for NPAK status does not, in and of itself, equate to the notary's lack of authority as a public official.[21] A distinction must be made between issues of official authority, administrative requirements, and the validity of deeds. If a notary has been lawfully appointed and performs his or her duties in accordance with the Notary Public Act, his or her status as a notary remains intact. However, if the cooperative administration system requires that certain cooperative deeds be processed only through a notary who has met specific requirements, this issue may have implications for the cooperative's legalization process without automatically determining whether the deed is void or not.[22]

Thus, a distinction must be made between the validity of a deed as an authentic deed and whether or not that deed can be used as an administrative basis for obtaining legal entity status for a cooperative. In principle, an authentic deed has probative value as defined in civil law if it is drawn up by an authorized official and complies with the form and procedures prescribed by law.[23] Therefore, if there is an issue regarding the status of an NPAK, it must first be determined whether the issue concerns the notary's authority as a public official or merely the fulfillment of administrative procedures within the cooperative registration system.

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[20] Pandam Nurwulan, *Buku Ajar Peraturan Jabatan dan Kode Etik Notaris*.

[21] Prisma Wardhana, "Akibat Hukum Terhadap Akta Pendirian Koperasi, Pasca Dibatalkan Undang-Undang Nomor 17 Tahun 2012 Tentang Koperasi Oleh Mahkamah Konstitusi Republik Indonesia Berdasarkan Putusan Nomor 28/PUU-XI/2013" (Universitas Gadjah Mada, 2017).

[22] Agnefia Elisia Sahertian, "Implikasi Peraturan Menteri Koperasi Dan Usaha Kecil Dan Menengah Republik Indonesia Nomor 10 Tahun 2015 Terhadap Peranan Notaris Pembuat Akta Koperasi (Studi Terhadap Akta Koperasi Pemuda Tri Karya)," *Indonesian Notary* 3, no. 3 (2021), https://scholarhub.ui.ac.id/notary/vol3/iss3/38.

[23] Ali Arben dan Andrew Shandy Utama, "Kedudukan Akta Notaris Sebagai Akta Autentik Dalam Hukum Perdata Berdasarkan Undang-Undang Jabatan Notaris," *ANDREW Law Journal* 3, no. 1 (2024): 1–11, https://doi.org/10.61876/alj.v3i1.26.

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This distinction is important to avoid the conclusion that any violation of the NPAK's administrative requirements automatically renders a deed null and void. The legal consequences of a violation must be determined based on the provision governing that violation. If a provision merely sets forth administrative requirements for obtaining certification, its legal consequences are not necessarily the same as those for a violation of the deed's authenticity requirements. Conversely, if there is a provision that explicitly stipulates that the authority to execute a specific deed is granted only to certain officials, then a violation of that authority may affect the validity of the executed deed.[24]

In the development of cooperative regulations, this analysis must also take into account changes in the mechanism for the registration of cooperatives. Currently, the registration of cooperatives is governed by Minister of Law Regulation No. 13 of 2025 on the Registration of Cooperatives. This regulation governs the approval of a cooperative's articles of incorporation, amendments to its bylaws, and the dissolution of a cooperative; it also designates the Minister responsible for legal affairs to oversee the administrative process of cooperative approval in coordination with the ministry responsible for government affairs in the field of cooperatives.[25]

Ministry of Law and Human Rights Regulation No. 13 of 2025 also reflects developments in the administrative mechanism for the approval of cooperatives through the electronic legal entity administration system. Applications for approval of a cooperative's articles of incorporation are submitted to the Minister through the Director General and may be filed by the founders or by a representative of the founders who has granted power of attorney to a notary. Such applications are submitted electronically through the Legal Entity Administration System. This change in mechanism indicates that discussions regarding a notary's authority to draft cooperative deeds can no longer be based solely on the administrative framework established in 2004 but must be viewed in the context of the Notary Office Act, cooperative law, and the current cooperative approval mechanism.[26]

In light of these developments, the status of Ministerial Decree No. 98/KEP/M.KUKM/IX/2004 needs to be systematically analyzed within the context of current regulations. The fact that this decree is still listed as in effect in the Ministry of Cooperatives' Legal Information Database (JDIH) does not, in and of itself, resolve the issue regarding its standing in relation to new regulatory developments concerning the registration of cooperatives. Therefore, a systematic interpretation is needed to determine whether all provisions regarding the NPAK still serve the same function, have undergone implicit changes due to developments in the administrative system, or need to be aligned with more recent regulations.[27]

From the perspective of legal certainty, this situation highlights the need to clarify the relationship between a notary's authority under the Notary Office Act and the specific

[24] Oktapiansyah, "Pertanggungjawaban Hukum Notaris Pembuat Akta Koperasi (NPAK)."
[25] Myra Rosana, "Konsep Hukum Koperasi Modern Bagl Koperasi Sebagai Organisasi Perusahaan Berstatus Badan Hukum Sempurna," *Jurnal Hukum & Pembangunan*, 28 Oktober 2009, 201, https://doi.org/10.21143/jhp.vol0.no0.193.
[26] Muhamad Taufik La Ode dan Ali Abdullah, "The Substantive Rights of Heirs and Administrative Barriers in Indonesian Banking Practices," *Journal of Legal Contemplation* 1, no. 3 (2025): 113–30, https://doi.org/10.63288/jlc.v1i3.11.
[27] Fitra Amalia dkk., "The Principle of Notary Negligence in Drafting Sale and Purchase Agreements (PPJB) Containing Elements of Criminal Conspiracy," *International Journal Of Humanities Education and Social Sciences (IJHESS)* 5, no. 3 (2025), https://doi.org/10.55227/ijhess.v5i3.1797.

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requirements for serving as an NPAK. Legal certainty is not only related to the existence of regulations but also to clarity regarding the norms that determine who has authority, what requirements must be met, how deeds are drawn up, and what the legal consequences are if those requirements are not met. Ambiguity regarding the relationship between a notary's authority as a public official and their status as an NPAK can lead to differing interpretations in practice, particularly regarding the validity of deeds and the process of legalizing cooperative legal entities.[28]

Thus, the notary's authority to draw up cooperative deeds can be understood in two dimensions. The first dimension is that of official authority—that is, the notary's authority to draw up authentic deeds, which derives from the Notary Public Act.[29] The second dimension is the administrative dimension and specific competencies in the field of cooperatives, namely the requirements related to the performance of a notary's duties in the process of establishing and amending cooperatives.[30] These two dimensions should not be conflated because they have different sources, functions, and legal consequences.

Based on the above discussion, the legal issue that arises is not merely whether a notary has the authority to draw up a cooperative deed, but rather to what extent the NPAK requirements can be considered a limitation on that authority. If the authority to draw up deeds derives from legislation, while the NPAK requirements stem from a ministerial decision, it must be ensured that said ministerial decision does not alter the source of the notary's authority but merely regulates administrative aspects and specific competencies in the provision of cooperative services. If it turns out that these requirements are used as a basis to completely negate a notary's authority, then there is an issue regarding the legal validity and status of the ministerial decision.

Therefore, harmonization between the Notary Public Act, cooperative regulations, and provisions regarding the registration of cooperatives is essential to provide certainty regarding the role of notaries in the drafting of cooperative deeds. Such harmonization is necessary to prevent a situation where a notary, while normatively possessing authority under the Notary Public Act, is administratively unable to exercise that authority due to requirements stemming from lower-level regulations. Ultimately, this clarity is necessary not only to provide certainty for notaries but also for the founders, members, and legal entities of cooperatives that rely on notarial deeds as the basis for obtaining legal recognition and conducting their legal activities.

The Validity of a Cooperative Deed Prepared by a Notary Who Is Not a Notary Authorized to Prepare Cooperative Deeds (NPAK)

In cooperative practice, issues often arise regarding the validity of cooperative deeds drawn up by notaries who have not yet been designated as Notaries Authorized to Draw Up Cooperative Deeds (NPAK), particularly with regard to the status of such deeds under the Notary Public Act. According to Article 1868 of the Civil Code, an authentic deed is a deed drawn up in the form prescribed by law by or in the presence of a public official authorized to

[28] Abu Darda dkk., "Kekuatan Pembuktian Akta Notaris Yang Dibuat Secara Online Melalui Media Virtual Meeting Ditinjau Dari Undang-Undang Nomor 2 Tahun 2014 Tentang Jabatan Notaris," *Indonesian Journal of Multidisciplinary on Social and Technology* 4, no. 3 (2026): 559–65, https://doi.org/10.69693/ijmst.v4i3.11317.

[29] Maftuha Kiswah dkk., "Kekuatan Pembuktian atau Fiksi Hukum? Rekonseptualisasi Kehadiran dalam Cyber Notary," *Indonesian Journal of Multidisciplinary on Social and Technology* 4, no. 2 (2026): 1776–83, https://doi.org/10.69693/ijmst.v4i2.9972.

[30] Afdhal Chatra, *Koperasi dan UMKM* (Askara Sastra Media, 2025).

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do so at the place where the deed is drawn up.[31] An authentic deed contains the truth regarding the information or statements provided by the parties to the notary and possesses strong evidentiary weight in terms of form, procedure, and substance.[32] Notarial deeds are divided into two types: deeds drawn up by a notary, known as “relaas” deeds or “official deeds,” and deeds drawn up in the presence of a notary, known as “party deeds” or “partij” deeds.

The perfect and binding evidentiary force of an authentic deed essentially relates to three aspects: formal, material, and apparent evidentiary force. Formal evidentiary force indicates that an authentic deed proves what the parties have stated to the notary. The presumption of truth contained in the deed is not limited to the statements or declarations made by the parties who signed the deed, but also encompasses the accuracy of the day, date, month, year, time of the appearance, the identities of the parties present, the signatures of the parties, witnesses, and the notary, as well as everything seen, witnessed, and heard by the notary during the process of drafting the deed. If the formal aspects of a deed are disputed, the party denying the accuracy of those aspects must prove it. Thus, unless proven otherwise, the formal aspects outlined in a notarial deed must be deemed accurate.[33]

The probative value of the evidence relates to the truth regarding the content or substance described in the deed. Statements provided by the parties and subsequently recorded by the notary in the deed, in principle, have probative value until evidence to the contrary is presented. If the parties provide false statements to the notary, liability for such falsehoods essentially rests with the party providing the statement, provided that the notary has exercised his or her authority in accordance with the provisions of applicable laws and regulations.[34]

As for the external probative force (*uitwendige bewijskracht*), it relates to the document’s ability to prove itself as an authentic document. This means that, based on the document’s external form, it can be seen that it was drawn up in the form prescribed by law and executed by or in the presence of an authorized public official. The document must initially be regarded as an authentic document until evidence is presented showing that there is a defect in the requirements for its authenticity.[35]

Based on these provisions, the issue regarding cooperative deeds drawn up by a notary who is not an NPAK member cannot be viewed solely in terms of whether or not the notary holds NPAK status, but must first be examined in light of the source of the notary’s authority to draw up the deed. A notary is a public official who is granted the authority to execute authentic deeds under the Notary Public Act. Thus, the notary’s status as a public official and their authority to execute authentic deeds fundamentally derive from the law, not solely from an administrative designation as an NPAK.

An issue then arises because, in the administration of cooperatives, there are specific provisions governing the notary who drafts cooperative deeds. Ministry of Cooperatives and

[31] Habib Adjie, *Kebatalan Dan Pembatalan Akta Notaris* (Bandung: PT Refika Aditama, 2011).
[32] Fariz Rachman Iqbal, “Kekuatan Pembuktian Akta Notaris Yang Cacat Formil (Studi Kasus : Perkara Nomor 1769/K/Pdt/2011),” *Jurist-Diction* 3, no. 1 (2020): 77, https://doi.org/10.20473/jd.v3i1.17624.
[33] Rizki Dwi Saputra dan Abdul Ismail, “The Validity of Loan-Use Agreements on Land Rights Certified by a Notary.”
[34] Muhammad Gondo Ratangin, “Pergeseran Kekuatan Akta Autentik Serta Kewenangan Notaris Dalam Pembuatan Akta Pendirian Koperasi (Pasca Putusan Mahkamah Konstitusi No. 28/PUU-XI/2013),” *Jurnal Lex Renaissance* 2, no. 1 (2017), https://doi.org/10.20885/JLR.vol2.iss1.art8.
[35] Amalia dkk., “The Principle of Notary Negligence in Drafting Sale and Purchase Agreements (PPJB) Containing Elements of Criminal Conspiracy.”

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SMEs Decree No. 98/KEP/M.KUKM/IX/2004, among other things, stipulates that the notary drafting a cooperative deed must have received training in the field of cooperatives and be registered as an NPAK. These provisions indicate the existence of specific requirements in the administration of cooperatives. However, these requirements must be distinguished from the authority of notaries as public officials as granted by the Notary Law.[36]

Thus, there are two aspects that need to be distinguished: the notary's authority to draw up authentic deeds and the administrative authority or requirements involved in the process of legalizing a cooperative as a legal entity.[37] Failure to meet the requirements for NPAK status does not automatically mean that the notary loses his or her position as a public official or loses all of his or her authorities under the Notary Public Law. A non-NPAK notary remains a notary who is appointed and performs his or her duties in accordance with the Notary Law. Therefore, it must first be established whether the provisions regarding NPAK are intended as a restriction on a notary's authority to execute deeds or merely as a specific administrative requirement in the process of establishing and ratifying a cooperative.[38]

This relates to Article 1869 of the Civil Code, which stipulates that a deed drawn up by an unauthorized or incompetent official, or one that is defective in form, cannot be treated as an authentic deed. Nevertheless, such a deed retains the legal force of a private document if signed by the parties. Therefore, the application of Article 1869 of the Civil Code to cooperative deeds drawn up by a non-NPAK notary must be carried out with caution. Non-NPAK status cannot automatically be equated with a notary's lack of authority as a public official. What must first be determined is whether the NPAK provisions cause the notary to lose the authority to execute a cooperative deed or merely result in the deed failing to meet the administrative requirements for submission in the process of legalizing the cooperative as a legal entity.[39]

This distinction is important because a cooperative's articles of incorporation and its legal entity status are two separate matters. The articles of incorporation are a legal instrument that sets forth the founders' intent to establish the cooperative, whereas the cooperative's legal entity status is obtained after the requirements have been met and the cooperative has been officially recognized by the government in accordance with applicable laws and regulations.[40] Thus, if a deed drawn up by a notary who is not a member of the NPAK cannot be processed within the legal entity administration system, this circumstance does not, in and of itself, prove that the deed lacks the legal force of an authentic deed. This issue may be an administrative matter related to the requirements for obtaining legal entity status for a cooperative.

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[36] Agnefia Elisia Sahertian, "Implikasi Peraturan Menteri Koperasi Dan Usaha Kecil Dan Menengah Republik Indonesia Nomor 10 Tahun 2015 Terhadap Peranan Notaris Pembuat Akta Koperasi (Studi Terhadap Akta Koperasi Pemuda Tri Karya)."

[37] Giani Prani Putri Prasasti dkk., "Kedudukan Akta Notaris dalam Proses Legalitas Koperasi Simpan Pinjam," *Khatulistiwa: Jurnal Pendidikan dan Sosial Humaniora* 5, no. 2 (2025): 646–59, https://doi.org/10.55606/khatulistiwa.v5i2.5988.

[38] Ghansham Anand dkk., "Penerapan Asas Kehati-hatian Notaris dalam Menjalankan Kewenangannya Berdasarkan UU Jabatan Notaris dan Kode Etik Notaris," *Negara Hukum: Membangun Hukum untuk Keadilan dan Kesejahteraan* 15, no. 2 (2025), https://doi.org/10.22212/jnh.v15i2.4399.

[39] Hanifah Indriyani Anhar, "Akibat Hukum Akta Notaris Yang Tidak Memenuhi Pasal 38 Undang-Undang Nomor 2 Tahun 2014 Tentang Jabatan Notaris," *Officium Notarium* 4, no. 2 (2025): 316–39, https://doi.org/10.20885/JON.vol4.iss2.art8.

[40] Ridha Wahyuni dkk., "Pendampingan Masyarakat Dalam Proses Pendaftaran Koperasi Abyakta Guna Memberikan Perlindungan Bagi Anggota Koperasi," *Jurnal Abdimas Indonesia* 3, no. 1 (2023): 111–18, https://doi.org/10.53769/jai.v3i1.439.

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In this context, it is necessary to distinguish between the validity of the deed and whether or not the deed can be used as the basis for obtaining legal entity status for a cooperative. A deed drawn up by a notary must still be evaluated based on the requirements for authentic deeds as stipulated in Article 1868 of the Civil Code and the Notary Law. If, in drafting the deed, the notary has met the requirements regarding authority, form, drafting procedures, and other provisions mandated by the Notary Law, then it is inappropriate to automatically deem the deed to have lost its authentic nature merely because the notary does not yet hold NPAK status. Conversely, if there is a specific provision that explicitly stipulates that only an NPAK has the authority to draw up a deed of establishment for a cooperative, then that provision must be further analyzed to determine its legal consequences regarding the authenticity of the deed under Article 1869 of the Civil Code.[41]

Thus, the main issue is not merely whether a notary who is not an NPAK member can draw up a cooperative deed, but whether the provision regarding NPAK membership constitutes a requirement for the validity of the deed or an administrative requirement for obtaining legal entity status for the cooperative. If NPAK is viewed as an administrative requirement, then the lack of NPAK status should more appropriately be regarded as an administrative obstacle in the process of obtaining legal entity status, rather than automatically as a defect in the authenticity of the deed. Conversely, if, under applicable regulations, NPAK status constitutes an absolute special authority required for the drafting of a cooperative deed, then the authenticity of a deed drafted by a non-NPAK notary may be challenged and must be examined in accordance with the provisions of Article 1869 of the Civil Code.

In administrative practice, this issue is also related to the mechanism for registering and legalizing cooperative legal entities through the administrative system established by the government. If the system only grants NPAKs access to submit applications for the legalization of cooperative legal entities, then deeds drawn up by non-NPAK notaries may face obstacles in the administrative processing. This situation indicates that there is a discrepancy between the validity of the deed as a product of a notary's authority and the administrative access required to obtain legal entity approval for a cooperative. Therefore, it cannot be concluded that such a deed is invalid merely because it cannot be entered into the administrative system.[42]

From the perspective of legal certainty, this situation can pose problems for the founders of a cooperative. The founders have set forth their intentions in a deed drawn up by a notary, but that deed may not necessarily be used to obtain legal entity status if the notary who drafted it is not an NPAK. As a result, the founders may find themselves in a position where they must have the deed redrafted by an NPAK so that the legalization process can proceed. This situation highlights the need to clarify the relationship between a notary's authority under the Notary Public Law and the specific requirements for serving as an NPAK under cooperative regulations.[43]

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[41] Ria Safitri, "Kedudukan akta kelahiran sebagai barang jaminan hutang di Koperasi: Menurut Peraturan Menteri Koperasi dan Usaha Kecil Menengah Nomor. 15/PER/M.KUKM/IX/2015 tentang usaha simpan pinjam oleh koperasi dan hukum Islam" (Universitas Islam Negeri Maulana Malik Ibrahim, 2017).

[42] Oddie Satriyo Wibowo dkk., "Kedudukan Akta Notaris Sebagai Akta Otentik Dengan Adanya Keterangan Palsu yang Tertuang di Dalam Akta," *Jatiswara* 40, no. 1 (2025), https://doi.org/10.29303/jtsw.v40i1.1172.

[43] Edwin dkk., "Analisis Hukum Atas Akta Pendirian Koperasi Dimana Penandatanganan Akta Pendirian Didasarkan Kepada Surat Kuasa Di Bawah Tangan," *Iuris Studia: Jurnal Kajian Hukum*, advance online publication, 30 September 2020, https://doi.org/10.55357/is.v1i2.45.

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Thus, the validity of a cooperative deed drawn up by a non-NPAK notary must be analyzed from two perspectives. First, from the perspective of notarial law: does the notary meet the requirements as a public official authorized to draw up authentic deeds as stipulated in Article 1868 of the Civil Code and the Notary Law? Second, from the perspective of cooperative law, namely whether the deed meets the administrative requirements for use in the process of registering the cooperative as a legal entity. These two aspects cannot be conflated because failure to meet administrative requirements does not necessarily mean the loss of a deed's authenticity.

Therefore, it is understandable that the issue of cooperative deeds drawn up by a non-NPAK notary is not only related to the validity or invalidity of the deed, but also to the limits of a notary's authority, the status of the NPAK, the probative value of the deed, and the legal consequences for the process of obtaining legal entity status for the cooperative. If the deed is rejected during the administrative approval process, the legal basis for such rejection must first be examined to determine whether it is because the deed fails to meet the requirements for authenticity or simply because it does not satisfy the administrative requirements specified in the cooperative legal entity approval system. Thus, determining the legal status of the deed cannot be based solely on the status of the NPAK but must be based on the harmonization of the provisions of the Civil Code, the Notary Public Act, cooperative regulations, and administrative provisions regarding the legalization of cooperative legal entities.

D. Conclusion

This study concludes that the absence of NPAK status does not automatically invalidate a cooperative deed or strip it of its authentic character. Under the Notary Law (Notary Law), notaries hold general authority to execute authentic deeds, so a cooperative deed drawn up by a non-NPAK notary remains authentic as long as the formal and material requirements of an authentic deed and the notary's authority are met. The NPAK designation under Decree of the Minister of Cooperatives and Small and Medium Enterprises No. 98/KEP/M.KUKM/IX/2004 is a specific administrative requirement in cooperative regulation, not a source of the notary's attributive authority. However, non-NPAK status may cause administrative problems. Because cooperative regulations require the involvement of an NPAK in the ratification process, a deed drawn up by a non-NPAK notary may be unable to serve as the basis for the legal recognition of the cooperative as a legal entity, which creates uncertainty for the founders. This study therefore recommends harmonizing the Notary Law and cooperative regulations to clarify the status of the NPAK, the limits of a notary's authority in drafting cooperative deeds, and the mechanism for ratifying a cooperative's legal entity status.

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