



Legal Protection of Persons with Hearing Disabilities Associated with the Obligation to Read Deeds (Verlijden) For Notaries in Making Notarial Deeds

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ABSTRACT

The Security Office Act (UUJN) contains legal provisions regarding the authenticity of recorded documents that are read but not heard by persons with disabilities; especially Article 16, Section 1, paragraph m of Law No. 16. Law No. 2 of 2014 on the Notary Public (UUJN) Regulation. The research questions of this study are: (1) How are certified texts read but not heard by deaf people; In this study, research methods based on law and theory are used. The data collection process was carried out through literature research. The results of the research show that: (1) Reading the work by the author with the help of a translator is valid if the actual production still complies with the regulations determined by the notary law. (2) The notary must be legal and impromptu, must include information on the official translation promise that the notary knows how to translate, and the face document at the end of the residence document. Making the work done by the notary on behalf of the hearing impaired people realistic, thus obtaining the legal rights of the hearing impaired as a service to the users and binding the legal goods on both parties, especially third parties.

INTRODUCTION

A notary is a citizen authorized to act de facto and has other powers authorized by law (judicial). The purpose of granting this authority is to ensure certainty, order and legal protection of the public (consumers) (Ivan Aji Santoso, 2023). In addition to creating accurate contracts, the legal guardian also exercises his or her responsibility to ensure that the terms of the contract are understood by both parties and meet their needs. (Safira & Putra, 2022)

What is meant by a Notarial Deed is an authentic deed made by or in front of a Notary, according to the forms and procedures stipulated in Law Number 30 of 2004 concerning Notary Position (UUJN)(Mulyoto, 2012).

In accordance with Article 7 of Part 1 of Law No. 6664. Law No. 2 of the Republic of Indonesia Amending Law No. 2014. Public Works Law No. 30 of 2004 (hereinafter referred to as UUJN-P), a notarized deed (hereinafter referred to as contract), the real deed is drawn up by a notary or in the presence of a notary public in accordance with the form and procedure established by this law. The signature of the person and the notary must be read in the presence of the sender and at least two witnesses or four (if any) persons. In addition, the first paragraph of Article 44 states that the contract must be signed by witnesses, investors and a notary immediately after reading it. If you cannot sign, the reasons must be stated. However, when read, it appears that the law only applies to normal or non-disabled employees (Atriani & Yustikaningtiyas, 2023).

In the performance of their duties, records may concern clients suffering from many disabilities, especially in developing countries. Therefore, legal research on equalization is necessary so that disabled people have the same rights when they want to comply with the law (e.g. approval, especially in front of the author). The

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qualifications required in the first paragraph of Article 39 of the Constitution are listed as follows: "The person must be at least eighteen (eighteen) years of age and able to participate in the law." This means disabled people can be writers when they are not in care.

Goffman defined a disabled person as a person who is limited by his or her inability to communicate with other people (Allo, 2020; Pramashela & Rachim, 2022; Supanji, 2023). Disability Act No. 4(1) of 4(1). 8 of 2016 (Disability Law) divided persons with disabilities into different groups, including disabled people. People with physical disabilities. Mentally disabled people c. People with mental disorders. and people with mental disorders (Government Regulation of the Republic of Indonesia, 2016; President of the Republic of Indonesia, 2016).

Of the four categories that meet the content of Article 39 (1) of the Republic Act (Asmara Putra and Purwani, 2017), people with mental disorders, that is, the role of one fifth, are affected because they do not lose heart and have common sense so that they become writers, deaf-mute. Deafness is an auditory system disease that causes mild to severe hearing loss and is divided into deafness and hearing loss. (Gorga & Rasji, 2023; Ratnasari & Salain, 2016; Widjaja et al., 2020).

This is according to Article 9(b) of the "Disability Law". This includes people who are deaf and hard of hearing, who have the right to be legal entities that enter the work before the person who wrote it. The question arises: how is a notarial document read but not heard by a deaf person? When one of the main points of the validity of the contract is the reading of the contract in the presence of both parties, employees are required to read the contract in person and witnesses, and this reading is part of the so-called "verlijden". "Reading (reading and signing) of the contract." If one or more signatories do not understand the written language, the document must be translated for them by the person who wrote it or, if there is no translator, by someone translating it. If one or more of the provisions of this article are violated, the contract will only have the force and effect of a promissory note if signed by the person signing it.

The existence of a norm vacuum in the Notary Position Law causes the absence of legal certainty and protection for deaf people who are facing a Notary and if left unchecked can have implications as a problem in the future. Based on the provisions in (Rifai et al., 2021) Article 16(1) of the UUJN is that one of the conditions for the accuracy of the registration document is that it must be read in person in accordance with article 9 of the Law on Persons with Disabilities, there is a law for the deaf. People in the community read about it but did not hear about the authenticity rules of notarial acts. This is because all legal professions, including those who write, are required to provide legal certification.

METHOD

This study is legal research that examines primary, secondary and secondary data obtained from library research, that is, various legal documents, documents, journals and research on the subject in education. This study will use legal support to answer the questions by researching the literature and the opinions of legal experts and will then examine whether deaf protection law relates to the court's obligation to read the document (verlijden) when performing its analysis. (Nabila, 2021; Pratama et al., 2023). The process adopted is Constitution and Consensus. The process used to verify legal documents is drug analysis.



RESULTS AND DISCUSSION

1. The Authenticity of Notarial Deeds Read but Not Heard by Deaf Conveyors

A notary is a special public official who is legally authorized to present actual evidence (along with perfect evidence).(Puspaningrum, 2019). Perfect proof is owned by the parties to the authentic deed made by the Notary. (Thomas, 2023)

There are three (three) regulations that must be followed as important requirements for writers to prepare the truth: Article 1320 of KUHPer on the content and purpose of the validity of the contract. According to Article 1868 on the KUHPer Work Form. Notary Law and Amendments to the Notary Law(Gede et al., 2022)

Normatively, the authority of Notary is stipulated in Article 15 of the Notary Position Law Amendment (Putri & Budiono, 2019), In particular, Part 1 of Article 15 of the Civil Code Amendment provides for the right to conclude a genuine contract:

"The notary has the right to ensure the safeguarding of all crimes, contracts and arrangements that the law and regulations must comply with and/or that the person concerned wants to be included in the certificate, to guarantee the accuracy of the contract date, to keep the contract date. The document, to provide all the expenses of the document, copies and statements, in case of non-delivery of the order, simultaneously or with the exception of other officials or other persons specified by law." (Rahim et al., 2021).

In general terms, the real contract has two important functions, namely the legal function (form of justification) and the evidentiary function (form of justification). It can be explained by the fact that for legal work (form of reason) to be complete and perfect, it is necessary to follow the bridge of law (not for legality). The grounds for probation are the actual actions to prove the future, and the actual actions are the writings of the contract.

According to the provisions of Article 1868 of the Civil Code, a valid contract means that the contract is in accordance with the laws of the place where it is made by or in the presence of a public official authorized to make the contract. According to the provisions of this article, it can be said that there are three (three) elements that make the contract real.:

- a. in the form prescribed by law,
- b. made by or before public servants who are authorized to do so,
- c. in the place where the deed is made(Purnayasa, 2019).

The above points must be met before it can be said to be a real character, because it is a real cost and cannot be avoided. If one of these three conditions is not met, the contract that was intended to be a real contract will fall into the status of a subcontract, which means that the document affidavit cannot be used as perfect evidence and does not have good probative force (Mertokusumo, 2019).

According to the above explanation, there are three (three) elements regarding the authenticity of the contract and therefore it can be said to be a real contract. The first is who has the right to take an oath, as expressed in article 1868 of KHUPerdata. This article indirectly demands a law regulating civil servants and their standards of conduct. Law no. 30/2004 of the Police Department is the only law regulating public works registrars and registration forms. According to the UUJN, the notary is a public official authorized to execute deeds and other powers specified in the UUJN; in this case, the notary is an extension of the government; the state. Authors are authorized by the state to fulfil certain state duties and responsibilities, especially in the field of civil law.





In the wording of Article 1868 of the Civil Code, in addition to stating who the employee is, the place where the contract ends is also specified, and in Article 18 of the National Notarial Code, the residence of the writer must be a city or town, and all states of residence have offices. In this case, the notary's right to make a deed in kind also depends on the work he does and the type of deed he makes, the time the deed is made, the year, month and day of the deed, and its type. title deed. The author is an employee who can work, and his address and workplace are limited. The secretary cannot work outside his office, if the registrar works outside his office, the document is reduced to a contract because it does not comply with the original provisions of Article 1868 of the Civil Code as a place of work. Anatomy. UUJN Article 38(1) states that every contract must contain: a) The beginning of the project or the name of the contract; b) Body of the contract.

The authenticity of the notarial document, if this is not ensured, will turn the notarial document into a despicable document, such as the duty of the notary to read the document. The purpose of reading the contract is to ensure that the contract meets the needs of both parties legally. However, the writer has the responsibility to ensure (for example, by reading) that the terms of the record are truly understood and meet the needs of both parties. In this way, the terms of the contract can be clearly seen and both parties signing the contract are informed about the laws and regulations. The parties are free to decide whether to accept the terms of the document they will sign. The interpretation of subparagraph (m) of paragraph (1) and subparagraph (m) of paragraph (1) is as follows: "The notary shall be present in person and sign the contract in the presence of himself and the witnesses". According to this article, the notary must read the deed to the opponent, and when the opponent signs the deed, the notary is already in the presence of the opponent. It is the responsibility of the author to have the work read by the author, but still in the same article but in a different paragraph, Article 16(7) also explains: "Reading of this paper is not required in the following cases. He chooses not to read the paper, because the examinee has read the paper fully and knows its contents and understands, if this is written in the closing words of the document and on every page of the document, it must be read to a witness before signing (Purnayasa, 2019; Winters Wijaya, 2023).

The notary is obliged to read the contract, even if the candidate has already understood the terms of the contract, even if the candidate has read the contract himself and knows the conditional language of the contract, the notary must also read the most important part of the contract. agreement. promise. , real behavior will be reduced to covert behavior. (Fatmawati, 2020; KlikLegal.com, 2020)

This reading must be clearly stated at the end of the work and is part of the socalled verlijden (opening of the deed). Reading should be done by the author himself, not by an assistant or employee. They sign what is read by the notary, and on the other hand, both the other party and the notary can be sure that the crime was committed with the intention of the other party. As for reading, if reading is only part or all of the work it should be stated at the end of the article, otherwise it has evidence only as an action study.

But what if the officer needs to read the form before the deaf person can tell that this has been done and the UUJN order has been processed? This is considered very important because the reading of the work is the issue that determines the authenticity of the certificate. At the same time, the rules of reading the contract are limited to the responsibility of the authorities to read the contract, whether the reader





understands it, whether he listens or not, and even whether the writer understands it or does nothing. with him. Therefore, if you are faced with the words of a deaf person, the issue of creating a legal loophole for reading the handwriting becomes very important now and in the future. Provided that, immediately upon receipt of the completed document, it must be signed by all parties, witnesses and bystanders, except one of the undertakings which cannot be signed for the stated reason. It is also stated in paragraph (2) that the reasons specified in paragraph (1) must be clearly stated at the end of the contract. Accordingly, if the participant is disabled or physically disabled, he/she will not be able to sign the contract at the time of its establishment. Therefore, according to the provisions of Article 44 (1) and (2) of UUJN-P, the justifications must be written at the end of the document and stated clearly. This is because the last clause of the contract or declaration acts as a signature.

If the person being interviewed is a person with a mental disorder such as blind or deaf, according to Article 43 (2) and (3) of UUJN-P, if the person cannot understand the text, in accordance with section (2) of language, the language used in the work should be used in a way that the person can understand the content of the work. has the responsibility of translating or explaining the language. Section (3), if both parties wish, the contract will be written in a foreign language. According to Article 44(3), if the document is translated into another language, it must be signed by both parties, namely the author, witnesses and the translator. Section 44(4) provides for the text, interpretation or translation and signature referred to in subsections (1) and (3), and section 43(3) is specified in the form.

Deaf people can use the language as the language that the interlocutor understands. Because the way to communicate with deaf people is speech, language and body language. At the same time, Article 43(3) states that it must be translated into a language that the party can understand if the person who writes it wishes, but the person who writes may ask for help from the translator to communicate with people a deaf disabled person.

This is according to article 43(5) of the UUJN-P, which states that if the notary is unable to interpret or interpret the deed, it must be translated or interpreted by an official translator. The interpreter mentioned in the explanation of UUJN-P Article 43(4) is the interpreter referred to in this article and includes the certified interpreter, if any, and the registered contractor or employee employed in a foreign country, if any. There is no sworn translator. Based on the interpretation, it can be determined that the officer must interpret the conditions of the work with the help of someone other than the notary, that is, the content of the work must be read and interpreted by someone other than the notary. It is the Notary's duty to intervene or intervene and reduce the accuracy of the crime, not according to the reader.

The notary's duty to read the deed means that the deed is executed, even with the help of an official translator; This means that the notary's duty to read the deed with the help of an official translator is admirable. Terms of the contract. A registered document is legally binding, but the author must periodically amend the document prepared by him, including additional notes stating that the document was read by an authorized translator for both parties. This provides legal protection to the parties and the author himself fulfils his obligations under the precautionary principle.





2. Legal Protection of Notarial Deeds for People with Deaf Disabilities as Notary Faces

Article 28 D (1) of the 1945 Constitution states that all Indonesian citizens enjoy the protection of the law; This article states that everyone has the right to the recognition, security, protection and certainty of the law and the relationship before the law. This means that legal protection applies to all Indonesian citizens without exception, including those with disabilities. The 1945 Constitution provides for the recognition and protection of the rights and equality of disabled people, as well as the protection of disabled people from discrimination in all areas of life. The provisions of Article 28H (2) of the 1945 Constitution provide that everyone is entitled to special facilities and treatment designed to achieve equality and to achieve results that ensure equality and justice.

Article 28I (2) of the 1945 Constitution explains that everyone has the right not to be discriminated against and to be protected from discrimination. This article could provide a legal basis for equality, which is now often an issue for people with disabilities. This article may serve as the basis for the following laws and regulations and always provides for the enjoyment of equality by persons with disabilities.

In fact, a disabled person has the right to write at a notary public, as long as he meets the requirements of Article 39 of the Constitutional Amendment and is not an incapacitated person as defined in Article 1330 of the Civil Code. to prosecution law. The disabled person who has the right to make laws refers to the disabled person who can use his thoughts without the help of others. Mentally and intellectually disabled people do not have the right to make legal claims before the author because the views of disabled people are affected, so they cannot use their will to make decisions and harm themselves. They are legal entities that can act according to the law and are equal before the law. According to the Disability Law, disabled people have the right to benefit from justice and be protected within the scope of the law. As stated in Article 9 of the Disability Law No. 8 of 2016, it is clearly stated in paragraph b that disabled people have the right to access justice. justice. and persons protected by law and recognized as having disabilities.

Since strong laws regarding the disability of persons with disabilities already exist, authors need to fill the legal gap regarding the legal protection of persons with disabilities by providing an explanatory text. Therefore, there should be an article explaining the requirements of sign interpretation for individuals with disabilities. Follow your own rules, but you just need help or someone to help the disabled person communicate or provide writing assistance so the deaf person can understand What's the deal? Therefore, it can be concluded that the deaf person was still self-employed when the contract was made. According to the liability of the person who refuses in accordance with Article 16 (1) of the UUJN, which states that if the will is made by the author's own hand, the author of the will must be accompanied by at least two witnesses or four special witnesses. Read publicly. The reading of the contract must be "verlijden", which is very important for the contract to be correct. The facts are read to the author and the cross-examiner can be sure that the cross-examination required is based on what the examiner has done and if the cross-examination asks questions the attorney must explain and demonstrate the ground rules that apply before signing off.

Further examination of the provisions of Article 44(1) UUJN, which states that "immediately after the reading of the execution, it must be signed by all examiners who





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are witnesses and clerks, except the cross-examining judge." reading". Tell your reasons". If this article is interpreted through the lens of UUJN, no further explanation will be given about who the parties are dealing with and under what circumstances. This may be unfair to the disabled, especially the hearing impaired. The face is responsible for interpreting or explaining the terms of the contract in a language the face can understand, so the deaf If a person can use sign language in a facial language, he/she will understand it. At the same time, Article 43(3) states that it must be translated into a language that the party understands if the person needs it, but the person who writes may ask for the help of an interpreter to do so, including for deaf-blind people.

In general, the Disability Act No. 8 of 2016 (Disability Act) provides legal protection for people with disabilities. All disabled people are human and should be treated equally before the law. Disability has legal basis as a conflict, so the author needs to write a legal certificate for the protection of disability as a conflict by submitting an article explaining the translation. Therefore, there is a need for an article explaining the requirements of a sign language interpreter for the disabled. There are no absolute and absolute rules that guide behavior. In UUJN there is little protection for deaf people listed in Article 43(3) of UUJN-P. For this reason, it is necessary to amend the Public Service Law in order to create a legal and simple system while reducing the problems that may occur in the future (Ardiansyah, 2020).

The gap in which the authors read the real contract for the deaf will affect the protection of the deaf and the deaf will not work and can also lead to ignorance about what can and cannot be done. There is no legal protection for deaf people. real character. Here, the availability of translation is important for both the notary and the deaf. The benefit to the writer is that the translator can do his job more easily because he can clarify the content and meaning of his work when communicating with deaf people. For deeds where they want to talk or change the content of the deed, this makes it easier for hearing-impaired guests to express their opinions about the terms they want to be included in the actual deed.

Indonesia has not yet mentioned the qualifications of manual translators, but mainly the qualifications of translators can be referred to the provisions of Article 43 (4) of the Amendment of the Civil Code: "Translators referred to in this article are certified and registered sworn translators or, if there is no sworn translator, foreign country employees." The provisions of this regulation are used in the qualification of Indonesian translation. The provisions of Article 43 of the Constitution consider the importance of the words used to avoid multiple interpretations due to the "ambiguity" of the legal structure." (Evi Satispi, 2019; Qamar & Djanggih, 2017).

Therefore, the notary certification created with the help of the translation symbol is real and can be used as evidence in law and has a good evidential power. Although Law No. 30/2004 Notary Public Positions (UUJN) and Law No. Regulation on Amendments to Law No. 2/2014 30/2004 Notary Public Positions (hereinafter referred to as UUJN-P) does not meet the requirements notary position.

CONCLUSION

Within the scope of legal protection for disabled people, it is necessary to legalize the certificate on how to read written text for people. Disability This crime is a legal protection of the face and a legal protection for disabled people. personal study and make sure it complies with the law, because the notary who makes the deed is





the notary who reads it and makes it official, and when the original deed is read and formalized, the original deed is born or will be valid with perfect proof from the moment it was signed. Prove that you are strong against both parties and third parties. A real estate certificate designed for people with disabilities is a real estate certificate and can be used as a valid real estate certificate if it complies with the requirements specified in the Notarization Law and is read by a signed translator. In the case of consent, in addition to the obligation of consent, according to the legal rules, the consent of both parties requires certain procedures, that is, the actual contract, so the content of the contract is signed. Translators using reading aids are real.

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