

**Tesis**

**IMPLIKASI KLAUSUL PROTEKSI DIRI DALAM AKTA PEMBAGIAN  
WARIS YANG MEMBEBAKANKAN NOTARIS DARI GUGATAN DAN  
TUNTUTAN GANTI RUGI**

Disusun oleh


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## IMPLICATIONS OF SELF-PROTECTION CLAUSES IN INHERITANCE PARTITION DEEDS REGARDING THE EXONERATION OF NOTARIES FROM LAWSUITS AND LEGAL CLAIMS

### ABSTRACT

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*This research aims to identify the underlying reasons for the inclusion of self-protection clauses by Notaries in Deeds of Inheritance Partition, as well as the implications for the exoneration of Notarial liability from lawsuits, legal claims, and damages. This study is a normative-empirical research with a descriptive nature. Data collection was conducted through field research involving interviews and library research utilizing secondary data. The data analysis method employed in this study is qualitative. The research results conclude, first, that Notaries include self-protection clauses in inheritance-related deeds because such deeds possess a high risk of potential disputes in the future. Notaries acknowledge that a self-protection clause does not provide absolute protection; however, it is deemed essential as a tool for legal reasoning. Since the material truth originates from the initiative of the appearers, the responsibility lies entirely with the appearers who provide testimony before the public official. Second, the legal implication of including a self-protection clause in an inheritance partition deed cannot inherently shield the Notary from lawsuits and legal claims. The self-protection clause may offer protection only as long as the Notary has fulfilled their professional obligations as mandated by the Law on Notary Positions (UUJN-P). Consequently, it can be concluded that the exoneration of a Notary who utilizes a self-protection clause occurs because the Notary, in exercising their duties, was fundamentally not at fault from the outset.*

**Keywords:** *Deed of Inheritance Partition, Self-Protection Clause, Notary.*

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