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Obligations Arising from Contracts and Laws and Their Relationship with Authentic Deeds

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ABSTRACT

This study aims to delve deeper into the dynamics between obligations arising from contracts and laws and the role of authentic deeds, as well as to explore the implications of the legal force inherent in each element in establishing and maintaining an obligation. This study uses a normative legal research method. The collected legal material is then qualitatively analyzed to describe the problem and answer the study objectives. The results show that legal obligations can be formed through various mechanisms, including contracts, laws, and authentic deeds. A contract, which can be either a written or oral agreement, creates a legal bond between the parties, with its legal force depending on the fulfilment of established legality conditions. Laws, as regulations made by the government, establish rights and obligations that are generally applicable and binding for all citizens, including in the context of legal obligations. Meanwhile, an authentic deed created by a notary offers a higher level of legal certainty than ordinary contracts due to its inherent evidentiary power and legal recognition. Therefore, it is recommended that parties in an obligation carefully consider the type of agreement to use in line with the complexity and legal needs of the obligation. Written or oral contracts may suffice for simple transactions or agreements, which meet all required legality conditions. However, for more complex obligations or those requiring high legal certainty, such as property transactions or significant business agreements, it is highly advisable to use an authentic deed prepared and authenticated by a notary. Choosing the appropriate obligation mechanism will ensure the legality and legal force of the agreement and provide better protection for all involved parties against potential disputes in the future.

Keywords: Authentic Deed; Binding Force; Contract; Law; Obligation.

INTRODUCTION

In the legal context, “obligation” is defined as a legal relationship established between two parties, wherein one party is required to give or perform something to the other as part of a mutual consent. This consent aims to achieve the desired outcome by both parties involved. Obligations can arise in various ways, including through the creation of contracts or agreements, adherence to applicable laws, and the execution of authentic deeds (Asih & Wijanarko, 2021).

A “contract,” as a form of obligation, is an agreement formed from the mutual consent of two parties concerning a specific subject of the agreement. This contract can be written or oral and must meet certain conditions outlined in the law to be considered valid and legally binding (Suwandono, 2020). Typically, a contract includes provisions about actions that must be taken or avoided by the involved parties and matters regarding the granting or refusal of something.

On the other hand, “laws” are legal regulations enacted by the government and serve as binding rules for all citizens without exception. These laws regulate various aspects of societal life, including the rights and obligations of citizens, as well as the penalties incurred for violations of established rules (Yunita & Dewi, 2021).

Meanwhile, an “authentic deed” is an official document created by a notary and contains specific agreements or legal acts recognized as legally valid (Prakoso &

[Sukirno, 2023](#)). This document is prepared based on the consent of both parties and must be composed and signed in the presence of a notary as the authorized party. The existence of an authentic deed guarantees the authenticity of the agreement made, making it a strong legal proof that can be used in resolving disputes or conflicts in the future.

In this context, it is crucial to explore further the intrinsic relationship between obligations arising from contracts and laws and the role of authentic deeds within the legal framework. Within this framework, contracts and authentic deeds are concrete manifestations of obligations initiated through explicit consent between interested parties. Although they differ in some aspects, both enable individuals and entities to formulate and assert the rights and obligations stemming from their transactions or agreements.

Furthermore, laws serve as a normative backdrop that regulates and ensures the execution of obligations in general, not limited to private interpersonal relations but also relevant to the wider society. They provide a framework for various types of obligations, including but not limited to contracts and authentic agreements, and define parameters for rights and obligations that cannot be compromised or altered by private agreements.

Interestingly, being executed in the presence of a notary, authentic deeds acquire significant legal force and are recognized as *prima facie* evidence in legal disputes. The presence of a notary as a witness and validator in the document's creation offers a higher level of trust and legitimacy than standard contracts, making it a highly valuable instrument in validating agreements and avoiding legal disputes ([Monetery & Santoso, 2023](#)).

However, it is important to acknowledge that the validity of contracts and authentic deeds is not absolute. In the legal context, there are obligations whose nature and substance are exclusively determined by laws and cannot be altered or neutralized through private agreements. Classic examples include land ownership and marriage regulations, which contain legal elements that cannot be transferred or modified through interpersonal agreements.

Based on the introduction above, this study aims to delve deeper into the dynamics between obligations arising from contracts and laws and the role of authentic deeds, as well as to explore the implications of the legal force inherent in each element in establishing and maintaining an obligation. Thus, this study seeks to enrich the understanding of the legal complexities accompanying forming, validating, and enforcing obligations in various legal and social contexts.

METHOD

This study uses a normative legal research method with a statute approach (Qamar & Rezah, 2020). The legal materials used in this study include legislation, legal books, scholarly articles, and online materials that discuss the implementation of Notary authority in the creation of deeds relating to obligations that can arise due to contracts and laws. The collection of these legal materials is done through a literature study technique. The collected legal material is then qualitatively analyzed to describe the problem and answer the study objectives (Sampara & Husen, 2016).

RESULTS AND DISCUSSION

A. Obligations Arising from Contracts and Laws

In the legal context, an “obligation” refers to a legal relationship between bound parties, which can be established not only through an agreement made either orally or in writing but also based on provisions in law. Obligations created by law refer to legal regulations enacted by the government and mandatory for all citizens to comply with (Waluyo, 2021). According to Article 1352 of the Civil Code which regulates that:

“Obligations that arise by law are established through legislation or as a consequence of an individual's actions in accordance with the law.”

Hence, such obligations originate from written regulations and certain events or actions individuals undertake, leading to legal consequences (Sudaryati, 2022). The provisions in Articles 1352 and 1353 of the Civil Code provide a general principle regarding the origins of obligations that arise from law and also serve as an introduction to understanding more detailed provisions about these obligations. These provisions aim to classify the sources of obligations in law into three main categories.

Furthermore, Article 1352 of the Civil Code asserts that obligations based on law can arise from individual actions, necessitating a legal event or fact (*rechtsfeit*) as a prerequisite for the emergence of such obligations. Therefore, these obligations are rooted in abstract law, social realities and individual actions with legal implications (Sugara & Hidayat, 2023).

Additionally, Article 1353 of the Civil Code elaborates on the division of obligations arising from law into two types: those caused by lawful and unlawful human actions. This provision indicates that the law recognizes and regulates various situations where individual actions, both legal and illegal, can generate

legal obligations and rights for others, embodying the essence of legal obligations (Apriani, 2021).

Obligations sourced from law function as an automatic mechanism that fosters the establishment of legal relationships between interested parties based on the occurrence of certain events without requiring explicit consent from those involved. This provision indicates that the law imposes obligations and rights between individuals or entities in certain situations, which arise independently of their will or direct actions. Real-life examples of this phenomenon include, but are not limited to, inheritance, copyright, liability for damages, and tax obligations, where these legal obligations emerge automatically based on conditions defined by law (Sephiany & Imaniyati, 2023).

Furthermore, the law often plays a key role in regulating relationships involving broader interests beyond the personal interests of the parties, including public or societal interests. For instance, environmental protection regulations, land rights provisions, and employment relationship norms reflect how the law creates and regulates obligations to protect broader interests (Syam & Muzakkir, 2022). In this context, the law establishes minimum standards that must be met, which sometimes need to be fully addressed in individual agreements.

Additionally, the interaction between obligations arising from contracts and law demonstrates a symbiotic relationship where both sources of law complement each other. Contracts allow parties to regulate their affairs more specifically and in detail, by their needs and preferences, as long as these provisions do not conflict with applicable law. Conversely, the law serves as a general framework that sets boundaries and fundamental principles to be followed, ensuring consistent protection and fairness for all parties, regardless of the specific details in individual contracts. This provision creates a balanced legal structure where contractual freedom operates within the confines set by legal norms and social justice.

B. Contracts and Law as Foundations for the Arising of Obligations

In the contract formation process, fundamental elements ensure the contract's validity and binding force. These elements include mutual consent between the parties regarding the contract's subject, clarity of substance in the contract covering each party's rights and obligations, and the parties' legal capacity to bind themselves in the contract. Another critical factor is the presence of the promised object in the contract and the provision of compensation or consideration as part of a fair exchange between the parties.

However, issues often arise when one or several conditions are met, or unforeseen situational changes obstruct the contract's execution. In such cases,

the law is crucial in providing protection and solutions. For example, the law can annul contracts formed under duress or substantial mistake, maintaining integrity and fairness in contractual transaction processes (Nurmantias, 2020).

Moreover, laws also strategically regulate specific contracts like sales, employment, or lease agreements, which often have complexities and legal provisions to consider. These legal regulations ensure fairness and balance in the parties' rights and obligations and that the agreements do not contradict the general legal norms and provisions.

When disputes or breaches of contract terms occur, the legal dispute resolution mechanism becomes vital (Restiyanda, 2020). Courts act as neutral arbiters to assess facts and apply relevant legal provisions, resolving disputes. This approach ensures disputes are settled fairly, transparently, and based on established legal principles.

In a broader context, contracts and laws act as complementary instruments in the legal system to regulate social and economic interactions. Contracts allow individuals and entities to tailor specific agreements to their needs and desires. At the same time, laws provide a general framework ensuring fairness, legal certainty, and individual and societal rights protection. These two elements work together to create an environment conducive to fair and ethical transactions and maintain social order and stability.

C. The Relationship between Authentic Deeds and Obligations Arising from Contracts and Laws

In the context of obligations, an authentic deed serves as a fundamental instrument that strengthens the legality and validity of an agreement or transaction. This role stems from the authentic deed creation process, which involves not only the agreement between the parties involved but also validation by a notary. As a public officer, the notary ensures that all agreement elements and legal requirements are met and recorded in a manner consistent with the applicable legal framework.

When parties in a transaction document their agreement as an authentic deed, they obtain an additional layer of legal certainty. This choice is particularly important in complex transactions or those involving significant value, where the risk of disputes or legal uncertainties can have severe consequences. An authentic deed maintains clarity and certainty regarding each party's rights and obligations, minimizing the potential for conflict or differing interpretations of the agreement's content (Savira & Ahlan, 2022). Furthermore, the legal force of an authentic deed as evidence in court cannot be underestimated. An authentic deed serves as valid

and strong prima facie evidence in disputes or litigation (Jamilah, 2023). Thus, the presence of this document can expedite and simplify the proof process in court, assuming that the content of the deed accurately reflects the factual and legal truth of the agreement made.

Within the scope of law application, an authentic deed also acts as an instrument to meet legal formalities in various transactions, especially those specifically regulated by law. Using an authentic deed in transactions, such as property sales, ensures that the transaction meets all legal requirements and provides legal certainty and clarity regarding property ownership status. In conclusion, the authentic deed occupies a strategic position in the legal system of obligations, both contract-based and law-based. The function and value of an authentic deed extend beyond the formality and legality of an agreement to provide certainty, clarity, and legal protection for all involved parties. Through this role, the authentic deed effectively strengthens the legal framework supporting fair, transparent, and accountable transactions.

D. The Legal Force of Contracts, Laws, and Authentic Deeds in Establishing Obligations

The legal force inherent in contracts, laws, and authentic deeds is crucial in ensuring the validity and enforceability of obligations between interested parties. The following explains the legal force of contracts, laws, and authentic deeds in establishing an obligation.

1. The Legal Force of Contracts

A contract is a primary legal instrument in forming obligations between interested parties. As an agreement regulating the exchange of economic value, a contract can be initiated and formulated orally or in writing. Despite their different modes of expression, both contract forms require fulfilling certain criteria established by law to ensure their validity and binding legal force.

The legal force of a contract stems from the consent given by both parties involved (Purnamasari et al., 2023). This consent is not merely a moral commitment but also has legal implications, affirming that each party has a legal obligation to fulfil the agreement's terms. Consequently, when a breach of contract occurs, the aggrieved party has the right to take legal action, such as demanding the fulfillment of obligations or seeking compensation for incurred losses.

However, the binding force of a contract depends not only on the agreement of both parties but also on the contract's compliance with applicable

legal principles. Legal provisions set specific conditions that must be met for a contract to be considered valid and lawful. As based on Article 1320 of the [Civil Code](#), which regulates that in order to be valid, an agreement must satisfy the following four conditions:

1. There must be consent of the individuals who are bound thereby;
2. There must be capacity to enter into an obligation;
3. There must be a specific subject matter;
4. There must be a permitted cause.

These conditions can be divided into two categories: subjective conditions, including the consent and capacity of the parties, and objective conditions concerning the subject matter of the obligation and the legality of its cause. Subjective conditions emphasize the parties' ability and freedom to consent, while objective conditions ensure that the content of the obligation itself is clear and permitted by law. Both conditions must be met for the contract to have effective and binding legal force, thus protecting the rights and obligations of each involved party fairly and transparently.

2. The Legal Force of Laws

Laws play a crucial role in a country's legal system, functioning as a set of rules established by the government to regulate various aspects of societal life, including the rights and obligations of parties in a legal obligation. The uniqueness of laws lies in their universal binding force, applicable to every individual under the jurisdiction without exception.

This binding force of laws promotes collective obedience among citizens, requiring everyone to comply with the provisions set forth ([Busthami, 2022](#)). In the context of legal obligations, any agreement or contract made by the involved parties must align with applicable legal provisions. If an obligation contravenes the provisions of the law, it may render the obligation invalid or void and open up opportunities for the aggrieved party to seek restitution or damages.

When a violation of the law occurs, the available legal mechanisms allow the aggrieved party to seek justice through legal channels, either by civil lawsuit for recovery of losses or through other legal actions aimed at rectifying the violation. The legal force of laws also plays a key role in the dispute resolution process, where laws can serve as the basis for assessing the validity of an obligation and determining the appropriate legal solution for the issue at hand.

Kelsen (2019), in his theory on the hierarchy of legal norms, positions laws within a structured system where each legal rule derives its force and legitimacy from a higher-level norm. In this case, laws gain their juridical power from the constitution or fundamental norm that serves as the highest foundation of a country's legal system. This discussion indicates that the validity of laws depends on their substantive content and on meeting procedural and formal requirements in their formation, which must align with the provisions outlined in higher legal norms.

3. The Legal Force of Authentic Deed

An authentic deed plays a significant role in strengthening the evidentiary power within a legal obligation. According to Article 1886 of the [Civil Code](#), an authentic deed not only presents outward evidentiary strength covering formal and material aspects but also guarantees the validity of the agreement's content without requiring additional proof. Regarding the legal framework, an authentic deed is treated as a highly credible source of evidence that does not need confirmation or reaffirmation through other means of proof ([Rosalinda & Aminah, 2023](#)).

A notarial deed, an example of an authentic deed, is created by applicable legal procedures and provisions. Therefore, the deed automatically binds the involved parties and is accepted by courts as strong and valid evidence. The evidentiary power of a notarial deed is comprehensive, covering outward, formal, and material aspects, ensuring that all elements of the agreement have been met and are accountable.

The definition of an authentic deed, as outlined in Article 1868 of the [Civil Code](#), asserts that such a deed must be created in a format prescribed by law and by an authorized public officer at the place of its creation. Meanwhile, Article 1870 of the [Civil Code](#) clarifies that an authentic deed provides perfect evidence to the parties regarding the document's contents; thus, the judge must not question its validity.

In contrast to an authentic deed, a private document created and signed by the parties without an authorized public officer holds a lower evidentiary status ([Nuraini & Yunanto, 2023](#)). Article 1881 point 2 of the [Civil Code](#) explains that a private document is considered free evidence, meaning its formal and material evidentiary power depends on the parties' acknowledgement of its truthfulness.

Thus, an authentic deed functions as an important legal document that ensures agreement between parties in a transaction and provides legal

certainty and ease of proof in the event of a dispute. Therefore, an authentic deed offers additional protection for the parties and strengthens the integrity of the legal obligation formed.

The existence of an authentic deed in the legal world offers a significant level of legal certainty, especially in the context of court evidence. Since an authentic deed is created and authenticated by a notary or other authorized official, this document gains the status of valid evidence, substantially reducing the likelihood of its validity being contested. This obligation contrasts with ordinary contracts, which, although constituting valid agreements between the parties, are more susceptible to disputes over validity due to their creation process, which may not involve recognized legal authority.

Within the framework of legal obligations, these three legal instruments—contracts, laws, and authentic deeds—possess different strengths and standings. A contract, as a bilateral agreement between parties, relies on the fulfillment of legal conditions for its validity, and its legal force is relative, depending on the agreement and compliance with relevant legal norms. On the other hand, laws operate at a higher level, with universal legal force binding all citizens, making them a robust foundation for legal obligations.

With its unique characteristics, an authentic deed stands between ordinary contracts and laws from a legal force perspective. Creating an authentic deed involving a notary or authorized official ensures the document's validity and reliability as legal evidence. In legal disputes or conflicts, an authentic deed is more likely to serve as a strong and reliable basis in court than ordinary contracts.

The decision to use an ordinary contract, law, or authentic deed in establishing an obligation should consider the complexity and legal requirements of the situation. An ordinary contract is efficient for simple transactions or obligations. However, an authentic deed becomes more prudent in cases involving more complex legal aspects or when a higher degree of legal certainty is needed, such as in property transactions or significant business conflict resolutions. Selecting the appropriate legal instrument not only ensures the legality and fairness of the legal process but also provides more comprehensive legal protection for the involved parties.

CONCLUSIONS AND SUGGESTIONS

Based on the results and discussions, it is concluded that legal obligations can be formed through various mechanisms, including contracts, laws, and authentic deeds. A contract, which can be either a written or oral agreement, creates a legal bond between the involved parties, with its legal force depending on the fulfillment of established legality conditions. Laws, as regulations made by the government, establish rights and obligations that are generally applicable and binding for all citizens, including in the context of legal obligations. Meanwhile, an authentic deed created by a notary offers a higher level of legal certainty than ordinary contracts due to its inherent evidentiary power and legal recognition.

Based on the conclusion above, it is recommended that parties in an obligation carefully consider the type of agreement to use in line with the complexity and legal needs of the obligation. Written or oral contracts may suffice for simple transactions or agreements, provided they meet all required legality conditions. However, for more complex obligations or those requiring high legal certainty, such as property transactions or significant business agreements, it is highly advisable to use an authentic deed prepared and authenticated by a notary. Choosing the appropriate obligation mechanism will ensure the legality and legal force of the agreement and provide better protection for all involved parties against potential disputes in the future.

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