

Legal Position and Responsibilities of Translators Sworn in Translation of Notarial Certificate on Letter of Authorization (LOA) Guide

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Abstract.

The purpose of this study is to analyze the role and legal position of sworn translators in translating Notarial Certificates related to the Letter of Authorization (LOA), as well as to address the legal implications of translation errors. This research employs a normative legal study method that includes a legislative and conceptual approach, bolstered by case studies such as that of the Nature Republic brand. The findings indicate that sworn translators play a crucial role in ensuring the accuracy and clarity of international legal documents within the Indonesian legal system. However, the regulations concerning the position and legal responsibilities of sworn translators remain incomplete, leading to legal uncertainties. Translation errors can create barriers to law enforcement and the protection of legal rights for the involved parties. Therefore, there is a need for clearer regulations regarding professional standards in this field.

Keywords: *Translator Sworn, Notarial Certificate and Letter of Authorization*

I. INTRODUCTION

The business world is very close to the role of a notary, as notary services are needed to provide protection and legal certainty regarding evidence in civil law for business actors. A notary is a public official who is given attributional authority by Law Number 30 of 2004 concerning the Position of Notary (UUJN) and Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (UUJN-P) to make authentic deeds and other authorities as referred to in the law concerning the position of notary or based on other laws. Notaries are not funded or paid by the state, but receive an honorarium from clients who use their services.

Notary service users are not always fluent in Indonesian, as they may also be citizens of other countries domiciled in Indonesia, with the aim of collaborating with Indonesians, but not fluent in Indonesian. The principle of equality, which is part of the principles of good notarial duties, stipulates that every notary may not discriminate against their clients based on social, economic, or other circumstances, unless there is a reason to refuse. A definition translator sworn is a professional translator who has the qualification to translate documents of the law that have been through the examination process in accordance with the partner language for each text law. A translator's oath is written and different from verbal. They control partner language, certain and in general partner common language is Indonesian - English, and English - Indonesian, but there are also couples who speak other languages.

The responsibility of a sworn translator in the event of an error in the translation produced by the sworn translator is also not clearly regulated, so it does not protect the interests of the user of the sworn translator's services. In this thesis, the author will conduct legal research on the differences in the meaning of the Power of Attorney / Letter of Authorization (LOA) made by a Notary domiciled in Korea and translated by a Sworn Translator.

The meaning of the Letter of Authorization (LOA) in the Notarial Certificate made by The Dongnam Law-Firm Notaries & Attorneys-at-Law, is not stated in the Power of Attorney that has been translated by a Sworn Translator. In the Power of Attorney, PT. NRI Global Mandiri as a company is given the exclusive right to register, import and distribute all skincare and Nature Republic products in Indonesia. That with the exclusive rights and authority granted by Nature Republic to PT. NRI Global Mandiri, the company has full rights to the Nature Republic trademark which has been protected by the laws and regulations of the Republic of Indonesia.

PT. NRI Global Mandiri sells and distributes products with the Nature Republic trademark through official stores/shops, both online and offline, which are opened and managed by the management of PT. NRI Global

Mandiri, which is spread throughout Indonesia, and the distribution of the Nature Republic trademark has obtained an official distribution permit from the Food and Drug Supervisory Agency (BPOM) of the Republic of Indonesia, with permission granted to PT. NRI Global Mandiri. That until now PT. NRI Global Mandiri has never given any form of approval to anyone, either in terms of Sales Cooperation, distributor appointment, or Franchise, to any party to sell and/or distribute Products with the Nature Republic trademark, so that if it is found that there are other parties who sell and/or distribute Nature Republic Products either through offline or online media without the permission of PT. NRI Global Mandiri, then the act should be suspected of being a violation of the law. It has been known and found that there are many parties who sell and/or distribute Nature Republic Products with trademarks through online media without the permission of PT. NRI Global Mandiri, including through online buying and selling applications, E-Commerce Platform.

Products with the Nature Republic trademark sold by parties through online buying and selling applications are products that cannot be accounted for and whose origins are unclear because PT. NRI Global Mandiri, as the holder of Exclusive Rights, has never collaborated with any party to sell and/or distribute products with the Nature Republic trademark, where the sale of products with the Nature Republic trademark by irresponsible parties through online buying and selling applications can harm the wider community and also greatly harm PT. NRI Global Mandiri both materially and immaterially. The impact of the difference in meaning that is not stated in the Power of Attorney, which has been translated by the Sworn Translator, has resulted in the obstruction of the Investigation process at the Directorate of Special Criminal Investigation of Polda Metro Jaya.

This study aims to determine the function and position of sworn translator services in the preparation of notarial deeds and to examine the responsibilities of sworn translators in the event of errors in translating the contents of notarial deeds.

II. DISCUSSION

A. Function and position of a Sworn Translator for the Notarial Certificate in the Power of Attorney/Letter of Authorization (LOA) for the Nature Republic Trademark

In practice law in Indonesia, in particular in the context of cross-country law connections, the existence of translators who are sworn-in and are increasingly significantly positioned. This is no let-up from increasing intensity interaction law international involving various official documents in foreign languages, such as agreements, deeds, and documents giving power in Letter of Authorization (LOA) form. In the context of the said, the translator, sworn to function as a bridging party, translates different languages at a time to ensure that the substantive law from a document can be understood appropriately by the parties and the authorities enforce the law in Indonesia. In a way, a conceptual translator is an individual who has obtained a sworn confession official from the country through a mechanism of certification and collection of sworn statements, so that their own authority is for translating official documents and providing a guarantee of the accuracy of the translation results. In practice, the results translations made by translators swear to their own position, which is important because it is often used as a basis in various legal processes, including as proof in court.

If associated with a practice notary, a function translator sworn can be seen in provisions of Article 43 of the Law Number 2 of 2014 concerning the Position of Notary. Provides the open room for the use of foreign in manufacturing deed notary, in particular if the parties want or if there is a party that does not understand Indonesian. In this condition, thus, a notary can use a service translator to ensure that the content of the deed can be understood in a way true by all parties involved.

Function: This shows that translators play a role as part of the mechanism to ensure the validity of something done. Deed Notary Public as deed authentic, own strength, perfect proof throughout, made in accordance with the provisions of the regulation legislation. Therefore, clear language and suitable meaning

in deed become a very important aspect. In terms of this, the translator swears to avoid any misunderstandings that can reduce the mark proof from the deed.

However, if analyzed further, the position translator sworn-in system in Indonesian law is still not yet arranged in a comprehensive way. This is seen from the non-existent provisions that are firmly arranged regarding the legal status of a translator sworn in relation to a notary. Translator sworn No in a way explicit called as part of the official general or as the party that owns not quite enough answer equal law with Notary Public.

Problems. This is the more complex if associated with provisions of Article 31 of the Law Number 24 of 2009 concerning Flag, Language and National Emblem, as well as the National Anthem, which mandates the use of Indonesian in official state documents. Provisions. This, in a way, is normatively contradictory with the practice of using a foreign in deed as arranged in the Constitution Position Notary. This conflict of norms causes uncertainty in the law related to the validity of documents that use foreign languages and the translation of document results.

In the context of the cases analyzed, namely related to the Notarial Certificate document in the LOA of Nature Republic brand, the function of the translator sworn becomes very crucial. Documents said at the beginning were made in a foreign language and then translated into Indonesian for use in the national system law. However, in the translation process, they found a different meaning between the original document and the results.

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Different meaning. This shows that although translators swear their own strategic function, its position is still limited because it is not accompanied by clear settings about standard professional and not quite enough legal answers. In other words, the translator plays an important role in practice, but does not yet hold a strong position in structured formal law.

Based on the description given, it can be concluded that the function translator sworn in the Notarial Certificate on the LOA is a facilitator of communication law that guarantees understanding of documents across languages. However, its position in the Indonesian law still does not yet have adequate certainty, so it can potentially cause legal problems if there is an error in translation.

Not quite enough answers to the law translator sworn is a very important issue in context translation of legal documents, especially those related to notary deeds and other official documents. Although translators swear their own significant role in practice, setting about not quite enough to answer the law, it is still not yet arranged in a clear way in regulatory legislation in Indonesia.

In civil law, wrongdoing in translation that gives rise to loss for other parties can be qualified as actions opposed to the law as arranged in Article 1365 of the Civil Code. For accountability, accountability can be asked to fulfil the elements of actions opposed to the law, namely existence action, existence error, the existence of losses, and the existence of a causal connection between actions and losses.

In context translation document law, errors can take the form of inaccuracy in translated terms, disappearance of certain words from documents, or use of words that evoke a different meaning. Error kind of This can impact the interpretation of documents and ultimately can harm one or a number of interested parties.

In the case of Nature Republic, the difference in meaning in translation of the Notarial Certificate in the LOA has caused an obstacle in the enforcement process of the law. Documents that should become strong evidence precisely become a source of doubt because they do not reflect the same substance as the original. This shows that error translation not only impacts aspects administrative, but also in the aspect substantial in the legal process.

However, in practice, translators seldom ask for accountability directly. This is caused by the lack of explicit rules that explicitly arrange the mechanism accountability mentioned. In addition, the lack of a <https://ijsenet.com>

standard in translation documents the law also causes difficulty in determining whether an error can be categorized as negligence or not.

Condition: This shows the existence of emptiness, a potential legal vacuum, causing uncertainty in the law. In the system law that upholds the principle of certainty law, every action that has a consequence law should be arranged in a clear way, including in matters. This is not quite enough of an answer for a translator sworn. Therefore, it is necessary to exist more comprehensive settings about not quite enough answer law translator sworn, good in form regulation legislation, and in form standard profession. Setting the must covers limitation, not quite enough answers, mechanism supervision, as well as sanctions that can be charged if a violation occurs.

In the era of globalization, the need to document international law has increased. Documents such as a Letter of Authorization (LOA) play an important role in various transactions across countries, including in matters of distributing products, protecting brands, and business relationships with others. In this, the translator swore to play a very strategic role in ensuring the accuracy and legality of the document.

B. Legal Responsibilities of Translators Sworn in Case of Errors in Translation

Factual examples used in the study. This started from the existence of the connection law international involving the use of the Letter of Authorization (LOA) document in the management and protection of the brand Nature Republic's trademark in Indonesia. Nature Republic is a brand traded from South Korea that works in the field of cosmetic products and beauty care, which has its own reputation and value commercial high in various countries, including Indonesia.

In order to operate an active business and distribute products in Indonesia, the owner brand gives authority to a certain party through a Letter of Authorization (LOA) document. This is basically a form giving power from the owner brand to a designated party. For carrying out legal actions, such as registering a brand, distributing products, and supervising the circulation of goods in the territory of Indonesia.

The LOA was made and legalized in the country of origin, namely South Korea, in the form of a document officially equipped with a Notarial Certificate. This Notarial Certificate functions as proof authentic that the document has been made and ratified by authorized officials in accordance with the laws in force in that country. With this, the document owns the important laws to prove an existing connection, giving power in a valid way.

However, because the use of foreign, then it can be used in the Indonesian system, a translation process is required into Indonesian by a translator, sworn to translation. This becomes crucial because it will determine how content and intent from the document are understood by the parties or by the authorities enforcer of the law in Indonesia.

Problems start to appear when the translation from the Notarial Certificate in the LOA does not fully reflect the meaning contained in the original document. There is a different interpretation of the substance of the authority granted, which has the potential to cause misunderstanding in the implementation of the rights and obligations of the parties. Differences in meaning. This not only involves natural linguistics, but also has an impact on aspects of law, in particular related to the scope of authority held by the recipient power.

In development next, the difference in results translation becomes significant when a suspicion of violation arises right on brand Nature Republic's trade in Indonesia, which involves parties who do not have the authority. PT. NRI Global Mandiri, as the party that acquires power officially based on LOA, faces constraints in upholding its rights, because there is ambiguity in the documents used as the basis of law.

Case This Then continue to the realm of enforcement law, where the authorities enforce the law carry out the investigation and inquiry process related suspicion violation brand trade. In this process, the LOA document, along with the Notarial Certificate that has been translated, is one of the most important tools. However, there is a difference in meaning between the document's original and the results of the translation,

which causes an obstacle in the process of proof, because it causes doubt about the validity and clarity of the content of the document.

Condition: This shows that error or inaccuracy in the translation document, international law can have a wide impact, not only on the connection law between the parties, but also on the effectiveness of the enforcement of the law. In this case, the translator plays a very strategic role, but at the same time, there are no clear settings about limitations, nor is there enough information to answer whether an error in translation.

Furthermore, this case also shows the existence of disharmony between regulatory legislation that regulates the use of language in official documents. On one side, the Law Position Notary Public gives room for the use of foreign languages in deed certain documents, while on the other hand, the Law about language mandates the use of Indonesian in official documents. Non-conformity. This is the more complicated position of law translated documents, as well as enlarging potential occurrence disputes.

With this, the case not only reflects technical issues in translation, but also reveals the existence of more fundamental problems in system law, namely related to certainty law, protection law, as well as arrangements about roles and responsibilities, which answer the translator's oath in practice law in Indonesia. Therefore, analysis of the case becomes important to give a comprehensive understanding of the implications of the law from the error translation in the international law document.

Accuracy in translation of the law is an absolute thing, because every word and term has its own implications in law. An error as small as whatever in translation can change the meaning and impact on the validity of the document. Therefore, a translator sworn in suits for not only their own ability in language, but also a deep understanding of system law and terminology law.

In this regard, with the theory of certainty law, accurate translation is one of the determining factors whether a document can give certainty law or not. Documents that are not accurate will cause ambiguity, which ultimately can cause disputes under the law. However, in practice in Indonesia, the role of a translator sworn in ensures the accuracy and legality of documents. Not yet supported by the system, adequate regulation. The absence of standard operational clear procedures, as well as weak mechanisms of supervision, causes quality translation to be highly dependent on the competence of individual translators.

The case of Nature Republic shows that inaccuracy in translation can impact the protection of the brand's rights. This shows that the role of a translator is not only technical, but also has implications for broader law. Therefore, it is necessary to strengthen the role of translators through the improvement of competence, the professional preparation standards, as well as the formation of more comprehensive regulations. Thus, it is hoped that a translator sworn can play a role optimally in ensuring accuracy and legality of the document law internationally.

III. CONCLUSION

A translator plays a very important function in international legal practice, especially in translating documents such as a Notarial Certificate on a Letter of Authorization (LOA). In practice, notaries, translators, and sworn play a role as facilitators of communication law to ensure that documents written in a foreign language can be understood correctly by the parties and the law enforcement apparatus in Indonesia. The existence of a translator sworn also relates to the validity of a formal and powerful document law. However, the position of law translator in the sworn-in system of Indonesian law is still not yet arranged in a comprehensive, good manner regarding legal status, standards of profession, as well as mechanisms of supervision, which causes uncertainty in the law if there is an erroneous translation.

Error translation of the document law can cause serious consequences, as seen in the Nature Republic case, which shows the existence of a difference in meaning between the original document and the results of translation of the LOA, hindering the enforcement process of the law and evidence right on brand trade. This shows that the translation document is not only a natural linguistic, but also has implications for a broad juridical scope. Although in a way, a civil translator sworn can be held accountable based on Article 1365 of the Civil Code, up to the moment, there are clear settings about the form and mechanism of accountability. Therefore, it is necessary to have more comprehensive regulations about translator sworn, including standard

competency, code of ethics, supervision, and responsibility answer law to guarantee certainty and protection law in use document law international.

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