*International Journal Of Humanities Education And Social Sciences* ***(IJHESS)*** *E-ISSN:* **2808-1765**
Volume 4, Number 4, February, *Page. 1533 – 1542*
Email : editorijhess@gmail.com

# Reconstruction of Sanctions Regulations against Notaries Who Do Not Read Deed before Patient as an Effort to Protect Patient by Law

**Ister Angelia[1*], Slamet Suhartono[2], Endang Prasetyawati[3], Yovita Arie Mangesti[4]**
[1,2,3,4]Universitas 17 Agustus 1945 Surabaya, Indonesia

*Corresponding Author
Email: notarisister@gmail.com[1*], slamet@untag-sby.ac.id[2], endang_pras@utag-sby.ac.id[3], yovitaam@untag-sby.ac.id[4]

***Abstract***
*Notary is a public official needed by the community who needs a deed as evidence for civil transactions. A notarial deed is perfect evidence that does not require other evidence in court proceedings. The authenticity of the Notarial Deed is required to be made by an Official whose authority is granted by law. In addition, one of the requirements for the authenticity of a Notarial deed must be read out in front of the person appearing before it is signed. If the Notary does not read out the deed, the result is that its evidentiary power is degraded to a deed under hand, while the Notary is not subject to any sanctions. Such regulation is unfair to the person appearing, so for justice for the person appearing, the regulation of sanctions in the UUJN must be reconstructed by deleting and changing several provisions of the articles containing sanctions. This research is normative legal research that focuses on the study of legal norms of UUJN, especially those related to the obligation of Notaries to read the deed in front of the person appearing before the deed is signed. The reconstruction is carried out by adding one letter m in the articles containing sanctions for Notaries who do not carry out their obligations, including not carrying out the obligation to read the deed before the deed is signed.*

***Keywords: Notarial Deed, Authenticity, Reading the Deed, Justice, Appearance***

## INTRODUCTION

Notary is a profession the community needs because of its services in making authentic deeds related to transactions in civil law. Authentic deeds have perfect evidentiary power, meaning they do not require other evidence in court. The existence of a Notary is to serve the public interest (Adjie, 2009). The authenticity of a Notary deed requires the requirements stipulated in Article 1868 of the Civil Code, which is formulated as follows: “An authentic deed is a deed made in the form determined by law by/or before a public official authorized for that purpose, at the place where the deed is made.” (Harahap & Tanjung, 2024)

Law Number 30 of 2004 concerning the Position of Notary has been established to fulfil the authenticity requirements, as amended by Law Number 2 of 2014 (from now on, referred to as UUJN). The establishment of UUJN aims to provide legal protection to citizens who have delegated some of their authority to a Notary”. (Abdul Ghofur Anshori, Indonesian *Notary Institution, Legal and Ethical Perspective,* UII Press, Yogyakarta, 2009, p. 46). Notary is a public official who represents the state in making deeds. As a public official, Notary does not receive a salary from the government, but Notary is authorized to collect honorariums from the community who are his clients. (Anshori, 2023)

One of the obligations is to read the deed before the person appears before the deed is signed. This obligation is regulated in Article 16 paragraph (1) letter m UUJN-2014, which reads: “In carrying out his/her position, a Notary is obliged to read the deed before the person appearing in the presence of at least 2 (two) witnesses and signed at that time by the person appearing witnesses, and Notary”. Furthermore, Article 40 paragraph (1) also states: “Every Deed read by a Notary is attended by at least 2 (two) witnesses unless statutory regulations determine otherwise." (Sesung et al., 2017)

The obligation to read the deed is sometimes not carried out by the Notary for various reasons. According to Article 16 paragraph (9) of the UUJN-2014, if the Notary does not read the deed in front of the person appearing before the deed is signed, then the deed's evidentiary force is degraded to a private deed. Meanwhile, a Notary who does not read the deed is not subject to any sanctions, which is considered unfair by the person appearing. (Latifah, 2021)

In this study, the problem is the reconstruction of sanctions regulation against Notary who do not read the deed before the person appears as their legal obligation.

According research by Nur Cahyanti, this research analyzes the criminal acts that notaries can commit under current Indonesian law, including falsification, embezzlement, and fraud. It highlights the lack of clear criminal sanctions for notaries in existing regulations, noting that the only remaining sanctions are administrative and civil in nature. (Cahyanti & Wahyuningsih, 2018)

According research by Jeane Saly, the research highlights the need for improved legal sanctions for notaries in Indonesia who violate the code of ethics, as evidenced by 67 suspected violations in 2022. It emphasizes the importance of enforcing appropriate civil and criminal penalties based on the severity of the offenses to ensure compliance with the Notarial Code of Ethics and maintain professional integrity. (N Saly et al., 2023)

According research by Rineka Sara, the research examines law enforcement regarding document forgery by notaries, focusing on the implications of Law No. 30 of 2004 and its amendments. It highlights that notaries, while fulfilling their duties, may face legal issues and can be subject to civil, administrative, and ethical sanctions for violations, although criminal sanctions are not explicitly outlined in the law. (Sara & Trisnaning, 2023)

## RESEARCH METHODS

This research is normative legal research that focuses on the study of legal norms of UUJN, especially those related to the obligation of Notaries to read the deed in front of the person appearing before the deed is signed. The legal material analysis technique is divided into several stages: the identification stage, the description stage, and the functional analysis stage. The analysis method employs both deductive and inductive approaches to evaluate the consistency of Indonesian laws and regulations in ensuring legal certainty regarding the bankruptcy of PTNBH-owned business entities (Subhan, Hadi, 2009).

## RESULT AND DISCUSSION

A Notarial Deed is a statement of the will of the party appearing who wants a deed to be made. To find out the truth of the contents of the deed, the person appearing must know the contents of the desired deed. To find out the contents of the deed, UUJN requires the Notary to read the deed in front of the person appearing before the deed is signed (Anugrah Pakarti & Erni, 2022). If the deed has been signed, then the contents of the deed are not in accordance with the wishes or desires of the person appearing, and it will cause legal problems. (B. Pratama et al., 2022)

*International Journal Of Humanities Education And Social Sciences* ***(IJHESS)*** *E-ISSN:* **2808-1765**
Volume 4, Number 4, February, *Page. 1533 – 1542*
Email : editorijhess@gmail.com

In the UUJN, Notaries have obligations regulated in Article 16, paragraph (1) of the UUJN-2014. Still, there is an inconsistency in the sanctions regulation for Notaries who do not carry out these obligations (Chastra, 2021). Not all violations of the provisions of Article 16 paragraph (1) are threatened with legal sanctions, but only a few violations of obligations are subject to legal sanctions. This inconsistency is undoubtedly unfair because all violations of the provisions of Article 16 paragraph (1) are violations of the Notary's obligations. Obligations are imperative norms, so violators should be subject to legal sanctions (Arsy et al., 2021). This inconsistency is reflected in the provisions of Article 85 of the UUJN-2004, which is formulated as follows: *Violations of the provisions as referred to in Article 7, Article 16 paragraph (1) letter a, Article 16 paragraph (1) letter b, Article 16 paragraph (1) letter c, Article 16 paragraph (1) letter d, Article 16 paragraph (1) letter e, Article 16 paragraph (1) letter f, Article 16 paragraph (1) letter g, Article 16 paragraph (1) letter h, Article 16 paragraph (1) letter i, Article 16 paragraph (1) letter j, Article 16 paragraph (1) letter k, Article 17, Article 20, Article 27, Article 32, Article 37, Article 54, Article 58, Article 59, and/or Article 63, may be subject to sanctions in the form of:*
*a. verbal warning;*
*b. written warning;*
*c. temporary suspension;*
*d. honourable dismissal; or*
*e. dishonourable discharge.*

Suppose we pay attention to the sanctions provisions in Article 85 of UUJN-2004 concerning sanctions against notaries who do not fulfil the obligations mentioned. In that case, it does not include a violation of the Notary's obligation who does not read the deed as stipulated in the provisions of Article 16 paragraph (1) letter m UUJN-2014. Meanwhile, according to the provisions of Article 16 paragraph (9) UUJN-2014, it is determined that: "If one of the requirements as referred to in paragraph (1) letter m and paragraph (7) is not fulfilled, the deed in question only has the power of proof as a private deed". The threat of sanctions against Notaries who do not read the deed, as referred to in the provisions of Article 16 paragraph (1) letter m UUJN-2014, is an unfair norm for the person appearing because the person appearing has entrusted the making of the deed to the Notary (Wiryawan, 2020). The person appearing has paid an honorarium for making the deed. Failure to comply with the judge's obligation to read the deed constitutes a form of violation of the law, which should be subject to sanctions as regulated in Article 85 of the 2004 UUJN. Failure to comply with the judge's obligation to read the deed constitutes an error by the Notary, which has the same degree as a violation of the judge's obligation as regulated in the provisions of Article 16 paragraph (1) letter i, Article 16 paragraph (1) letter k, Article 41, Article 44, Article 48, Article 49, Article 50, Article 51, or Article 52 of the UUJN. (Maharani, 2022)

According to the provisions of Article 16 paragraph (11) UUJN-2014, Notaries who violate the provisions as referred to in paragraph (1) letters a to l may be subject to sanctions in the form of:

a. written warning;
b. temporary suspension;
c. honorable dismissal; or
d. dishonorable dismissal.

Suppose we pay attention to the construction of Article 16 paragraph (11) provisions due to the Notary's mistake in not carrying out his/her obligations. In that case, it can result in the evidentiary power of the deed being degraded to a private deed or null and void by law. It can be a reason for the party who suffers a loss to demand reimbursement of costs, damages, and interest from the Notary. However, the construction of Article 85 of the UUJN-2004 does not include sanctions against Notaries who do not read the deed as their legal obligation, even though the result of not reading the deed results in the authenticity of the deed being degraded to a private deed, which only has evidentiary power against the parties who made it. (Delia Sundari et al., 2023)

To guarantee justice for the person appearing and to create a balance between the Notary who makes a mistake and the legal consequences suffered by the person appearing, the construction of sanctions for Notaries who do not carry out their obligations, as regulated in UUJN-2004, must be reconstructed as follows:

**a. Eliminating the provisions of Article 16 paragraph (9) of Law Number 2 of 2014**

In the previous description, it has been explained that the regulation of sanctions in the UUJN does not provide a sense of justice to the parties, especially those whose deeds were not read by the Notary before the deed was signed. The UUJN stipulates that reading the deed is the obligation of the Notary, which is regulated in Article 16 paragraph (1) letter m; according to Article 16 paragraph ((), UUJN-2014 only has the power of proof as a private deed. (Salshabilla & Putrijanti, 2023)

The sentence "only has the power of proof as a private deed" in paragraph (9) should not be included in UUJN-2014. This sentence eliminates the right of the person facing the case to obtain legal certainty regarding the legal event or legal act they have carried out. The degradation of the power of proof of a deed to become a private deed also has the consequence that the person facing the case loses his/her right to obtain adequate legal protection. (Nurmadany, 2021)

The degradation of a deed into a deed underhand is undoubtedly unfair because the one who made the mistake was the Notary. Still, the one who bears the risk is the person appearing, who did not make a mistake and did not know that reading the deed before signing it is the Notary's obligation. The one who should be sanctioned is the Notary. In this regard, to provide legal certainty and guarantee legal protection for the interests of the person appearing, Article 16 paragraph (9) of the UUJN-2014 must be removed through an amendment to the UUJN. If necessary, a paragraph should be added stating that the consequences of not reading the deed by the Notary do not affect the authenticity of the Notary's deed. So that the interests of the person appearing are maintained, and it does not seem that the UUJN only protects Notaries who neglect their obligations by not reading the deed. (Ismail et al., 2021)

The elimination of the provisions of Article 16 paragraph (9) follows Philipus M. Hadjon's theory of preventive legal protection, which is oriented towards legal protection for the people from the arbitrariness of the authorities, in this case, legal protection for the person appearing as a member of society from the arbitrariness of a Notary who does not read out a deed that is detrimental to him. (Maulidia & Swardhana, 2020)

**b. Changing the provisions of Article 16 paragraph (11) of Law Number 2 of 2014**

Discussing sanctions cannot be separated from the consequences of violations of rules or norms of behaviour in society. According to Sudikno Mertokusumo, sanctions are reactions, results or consequences of violations of social rules (Mertokusumo, 1996). Meanwhile, Machrus Ali, defines sanctions as suffering given or caused intentionally by someone after a violation, crime, or error occurs. The terminology of sanctions is usually discussed concerning criminal acts, which are called criminal sanctions. Criminal sanctions are misery or suffering imposed on someone guilty of committing an act prohibited by criminal law; with these sanctions, it is hoped that people will not commit criminal acts. (Harahap & Tanjung, 2024)

Criminal sanctions are generally regulated in the Criminal Code. In addition, there are also known criminal sanctions outside the Criminal Code, such as action sanctions, which are types of sanctions that are more outside the Criminal Code, the forms of which are hospital treatment and returned to their parents or guardians for people who are unable to take responsibility and children who are still minors. According to *Black's Law Dictionary, Henry Campbell Black*, criminal sanctions are *punishments attached to a conviction for crimes such as fines, probation* *and sentences,* such as fines, supervision and imprisonment). At the same time, civil sanctions are sanctions in the form of an obligation to carry out a particular act ordered by a judge and the loss of a specific legal state (Sujono et al., 2022), followed by creating a new legal state. In addition to criminal sanctions, there are also known civil sanctions and administrative sanctions. (Sujono, 2022)

Considering the definition of sanctions above, this study examines the sanctions that should be threatened against Notaries who do not carry out the obligations stipulated in UUJN-2004, as amended by UUJN-2014. If we pay attention to the provisions of Article UUJN-2014, only violations stipulated in Article 16 paragraph (1) letters a to l and n are subject to sanctions. In contrast, violations of Article 16 paragraph (1) letter m are not subject to any sanctions. The mistakes of Notaries who violate the obligations stipulated in letters a to l and n are both normative obligations that Notaries must comply with. (Mardiansyah et al., 2020)

In the explanation of Article 16 paragraph (1) letter m, it is explained that the Notary must be physically present and sign the Deed in the presence of the person appearing and the witnesses present. The exception to imposing sanctions on Notaries who violate the provisions of Article 16 paragraph (1) letter m is certainly not following the sense of justice of the person appearing. By reading the deed in front of the person appearing, in addition to the Notary being able to fulfil the obligations of the law, the Notary can also get to know the person appearing directly who needs the deed. In addition, a notary read the deed in front of the defendant and had sufficient grounds to impose sanctions due to violating obligations that should have been carried out. (E. D. Pratama et al., 2022)

The provisions of the article that regulate the sanctions are stated in the provisions of Article 16 paragraph (11) UUJN-2014, which stipulates that: "Notaries who violate the provisions as referred to in paragraph (1) letters a to letter l may be subject to sanctions in the form of: a). written warning; b). temporary dismissal; c). honourable dismissal; or d). dishonourable dismissal. The provisions of Article 16 paragraph (11) UUJN-2014 should have one more letter added, namely letter m (Article 16 paragraph (1) letter m). This means that the provisions of Article 16 paragraph (11) also accommodate the provisions of letter m as a violation of obligations that can be subject to sanctions. Thus, the provisions of Article 16 paragraph (11) are formulated as "Notaries who violate the provisions of Article 16 paragraph (1) letters a to letter m, so those who are subject to sanctions should not only neglect the obligations of Notaries as stipulated in Article 1 paragraph (1) letters a to l but should also include Notaries who neglect their obligations by not reading the deed in front of the witnesses and witnesses present. (Prayitno & Saleh, 2023)

**c. Changing the Provisions of Article 16 paragraph (12) of Law Number 2 of 2014**

In addition to reconstructing the regulation of sanctions through the elimination and amendment of several articles in UUJN-2004, it is also deemed necessary to amend the provisions of Article 16 paragraph (12) of UUJN-2014, which contains a norm that provides an opportunity for parties who suffer losses due to Notary errors, to demand reimbursement of costs, compensation, and interest from the Notary. The provisions of Article 16 paragraph (12) of UUJN-2014 are formulated as follows: "In addition to being subject to sanctions as referred to in paragraph (12), violations of the provisions of Article 16 paragraph (1) letter j of Law Number 2 of 2014 can be a reason for parties who suffer losses to demand reimbursement of costs, compensation, and interest from the Notary.

The provisions of Article 16 paragraph (1) letter j contain the norm of the obligation of Notaries to send a list of deeds as referred to in letter i or a list of zeros relating to wills to the centre of the will register at the ministry that organizes government affairs in the legal sector within 5 (five) days in the first week of each following month. In addition, if we look closely at the provisions of Article 16 paragraph (13) of the 2014 UUJN, which stipulates: "Notaries who violate the provisions as referred to in paragraph (1) letter n and Notaries who refuse internships as regulated in the provisions of Article 16 paragraph (13) may be subject to sanctions in the form of a written warning."

The negligence of a Notary who does not report the list of deeds to the Will Registration Center can give rise to a lawsuit for the person appearing to demand reimbursement of costs, damages and interest from the Notary. In contrast, the Notary who does not read the deed is not subject to any sanctions. Argumentatively, the negligence of a Notary who does not carry out the obligations as stipulated in Article 16 paragraph (1) letter n and the negligence of a Notary as stipulated in Article 16 paragraph (1) letter m of the 2014 UUJN, there is no difference in principle, because both articles cause losses to the person appearing. However, the 2014 UUJN does not give the person appearing whose deed is not read the right to demand compensation, costs and interest due to the deed being degraded. (Mardiyah et al., 2017)

In this regard, for the sake of justice, reconstruction must be carried out by changing the provisions of Article 16 paragraph (12) by adding one more letter, namely letter m. So the provisions of Article 16 paragraph (12) of the 2014 UUJN are formulated as "In addition to being subject to sanctions as referred to in paragraph (12), violations of the provisions of Article 16 paragraph (1) letter j and letter m of the 2014 UUJN can be a reason for the party who suffers a loss to demand reimbursement of costs, compensation, and interest from the Notary. The addition of letter m to the provisions of Article 16 paragraph (12) of Law Number 2 of 2014, which provides space or opportunity for the person appearing whose evidentiary power of the deed is degraded as a result of the deed not being read before the deed is signed in front of the person appearing is considered a legal step or policy that is just. Because the law is genuinely justice. (Mangesti & Suhartono, 2020)

**d. Changing the Provisions of Article 84 and Article 85 of Law Number 30 of 2004**

Using sanctions in the UUJN is an instrument to force Notaries to carry out their obligations. Sanctions against Notaries who do not carry out the obligations stated in Article 16 paragraph (1) are administrative sanctions. Because errors in the form of violations of Article 16 paragraph (1) are administrative and not criminal law violations. UUJN 2004 junto UUJN 2014 do not regulate criminal sanctions unless Notaries commit acts regulated in the Criminal Code, such as falsifying data, falsifying letters and/or documents, fraud (KUHP), conspiracy, etc. The actions of notaries are criminal acts regulated in the Criminal Code, which has been replaced by Law Number 1 of 2003 concerning the Criminal Code. (Sakinah & Setyono, 2022)

Obligations are norms that require, if not implemented, the violator to be subject to sanctions per applicable provisions. So when the Notary does not read the deed to the person appearing, which is his obligation and is not subject to sanctions, it can be considered inappropriate because the obligation to read the deed in front of the person appearing is not carried out, resulting in the degradation of the Notary's deed into evidence as is the case with a private deed (Ivan Aji Santoso, 2023). The degradation of the Notary's deed should have logical consequences for the Notary who did not read the deed. In the case of a Notary, the person appearing should not bear the risk of loss that occurs due to the mistakes of others. From a justice perspective, this regulation can harm the person's sense of justice. (Malini et al., 2023)

As evidence that UUJN does not regulate criminal sanctions, it can be traced to the provisions of the articles in the Notary Law. Violations of the provisions of Article 16 paragraph (1) UUJN-2014 only take the form of administrative sanctions, except those regulated in Article 84 UUJN-2004 Concerning the Notary Law, which is further formulated: Violation actions committed by a Notary against the provisions as referred to in Article 16 paragraph (1) letter i, Article 16 paragraph (1) letter k, Article 41, Article 44, Article 48, Article 49, Article 50, Article 51, or Article 52, which result in a deed only having evidentiary force as a private deed or a deed being null and void by law can be a reason for the party suffering losses to demand reimbursement of costs, damages, and interest from the Notary. The provisions of Article 84 should be supplemented with provisions letter m.(Muda, 2021)

In addition, changes should also be made to the provisions of Article 85, which were initially formulated as follows: "Violations of the provisions as referred to in Article 7, Article 16 paragraph (1) letter a Article 16 paragraph (1) letter b, Article 16 paragraph (1) letter c, Article 16 paragraph (1) letter d, Article 16 paragraph (1) letter e, Article 16 paragraph (1) letter f, Article 16 paragraph (1) letter g, Article 16 paragraph (1) letter h, Article 16 paragraph (1) letter i, Article 16 paragraph (1) letter j, Article 16 paragraph (1) letter k, Article 17, Article 20, Article 27, Article 32, Article 37, Article 54, Article 58, Article 59, and/or Article 63, may be subject to sanctions in the form of: a). verbal warning; b). written warning; c). temporary dismissal; d). honourable dismissal; or e). dishonourable dismissal. (Simarmata, 2020)

If we look closely at the provisions of the article that regulate the challenges of these sanctions, not a single article can be imposed on a Notary who violates Article 16 paragraph (1) letter m, namely the obligation to read the deed before the person appearing, but only regulates administrative sanctions against Notaries who violate several articles with sanctions as stipulated in Article 85 UUJN-2004. Therefore, the provisions of Article 85 UUJN 2004 should be supplemented with a letter so that Notaries who do not read the obligation to read the deed can be subject to sanctions based on Article 85. (Martha Nur Aida & Riyanto, 2023)

The proposed concept of reconstruction of the sanctions regulation is an effort to provide legal protection for the fair-facing party. This can be done by adding one letter m in the article that makes sanctions a form of responsibility of the Notary who does not read the deed. In addition, it is suggested to remove the provisions of Article 16 paragraph (9), which states that a deed that the Notary does not read is degraded to a private deed, and replace the paragraph with wording stating that the deed does not change its authenticity, or remains an authentic deed. Thus, the proposed change to the article realizes a balanced justice between the responsibility of the Notary who does not read the deed and legal protection for the facing party whose deed is not read before the deed is signed. (Putri et al., 2022)

## CONCLUSION

Reading the deed in front of the person appearing before signing it is a legal obligation of a Notary. If this obligation is not carried out, then the evidentiary power of the deed is degraded to a deed under hand, while the Notary is not subject to any sanctions. Such a legal construction is certainly unfair to the person appearing, because the person appearing has paid an honorarium to the Notary as a service for making the deed, but does not receive legal protection. Therefore, for the sake of justice for the person appearing, the Notary must be subject to sanctions for his negligence by reconstructing the provisions governing sanctions against Notaries who do not carry out their legal obligations.

## REFERENCES

Adjie, H. (2009). Sanksi Perdata dan Administratif Terhadap Notaris Sebagai Pejabat Publik. In *Cetakan II*.

Anshori, A. G. (2023). Explore the Meaning of the Legal System in the Framework of Developing Legal Science and National Legal System. *Community Service Journal of Law*, *2*(1).

Anugrah Pakarti, T., & Erni, D. (2022). JABATAN NOTARIS DAN KODE ETIK NOTARIS: BAGAIMANA PERAN DAN FUNGSI DEWAN KEHORMATAN NOTARIS? *Kertha Semaya : Journal Ilmu Hukum*, *10*(7). https://doi.org/10.24843/ks.2022.v10.i07.p17

Arsy, E. A., Widhiyanti, H. N., & Ruslijanto, P. A. (2021). TANGGUNG JAWAB NOTARIS TERHADAP AKTA YANG CACAT HUKUM DAN TIDAK SESUAI DENGAN KETENTUAN PEMBUATAN AKTA DALAM UNDANG-UNDANG JABATAN NOTARIS. *Jurnal Bina Mulia Hukum*, *6*(1). https://doi.org/10.23920/jbmh.v6i1.324

Cahyanti, N., & Wahyuningsih, S. E. (2018). Sanksi Terhadap Notaris Yang Melakukan Tindak Pidana Menurut Peraturan Perundang-Undangan Di Indonesia. *Jurnal Akta*, *5*(1). https://doi.org/10.30659/akta.v5i1.2617

Chastra, D. F. (2021). Kepastian Hukum Cyber Notary Dalam Kaidah Pembuatan Akta Autentik Oleh Notaris Berdasarkan Undang-Undang Jabatan Notaris. *Indonesian Notary*, *3*(17).

Delia Sundari, Ami Faulisa, & Muhammad Haris. (2023). Pemalsuan Akta Otentik Oleh Notaris Dalam Perspektif Kode Etik Profesi Jabatan Notaris, Undang-Undang Jabatan Notaris dan Hukum Islam. *Falah Journal of Sharia Economic Law*, *5*(2). https://doi.org/10.55510/fjhes.v5i2.245

Harahap, M. R., & Tanjung, A. S. (2024). Purpose of Implementing Progressive Law against Criminal Offenders in Order to Provide Legal Certainty and Legal Benefits. *Journal of Progressive Law and Legal Studies*, *2*(02 SE-Articles), 142–151. https://doi.org/10.59653/jplls.v2i02.844

Ismail, I., Fahamsyah, E., & Suarda, I. G. W. (2021). Kewajiban Notaris Mengenali Pengguna Jasa dalam Upaya Pencegahan Tindak Pidana Pencucian Uang oleh Korporasi. *Syntax Idea*, *3*(10). https://doi.org/10.46799/syntax-idea.v3i10.1511

Ivan Aji Santoso. (2023). PERTANGGUNGJAWABAN NOTARIS YANG MELAKUKAN PEMALSUAN AKTA AUTENTIK (STUDI KASUS PUTUSAN MAHKAMAH AGUNG NO. 1014 K/Pid/2013). *Jurnal Akta Notaris*, *1*(2). https://doi.org/10.56444/aktanotaris.v1i2.398

Latifah, L. (2021). Tanggung Jawab Notaris Dalam Pelanggaran Kode Etik Notaris. *Jurnal Officium Notarium*, *1*(1). https://doi.org/10.20885/jon.vol1.iss1.art15

Maharani, I. (2022). Peran Notaris dalam Membuat Akta Hukum Sesuai dengan Undang-Undang Jabatan Notaris Berdasarkan Teori Kemanfaatan. *Jurnal Multidisiplin Indonesia*, *1*(3). https://doi.org/10.58344/jmi.v1i3.91

Malini, M., Widijowati, D., & Martanti, Y. (2023). Kepastian Hukum isi Surat Keterangan (Covernote) Terhadap Objek yang diproses Berdasarkan Akta yang dibuat oleh Notaris. *Jurnal Multidisiplin Indonesia*, *2*(2). https://doi.org/10.58344/jmi.v2i2.164

Mangesti, Y. A., & Suhartono, S. (2020). *Ilmu Hukum Kontemporer, Menembus Batas Kekakuan Hukum Normatif*. Malang: Setara Press.

Mardiansyah, A., Adisti, N. A., Rumesten RS, I., Nurliyantika, R., & Ramadhan, M. S. (2020). Kewenangan Majelis Kehormatan Notaris pada Proses Penyelidikan suatu Perkara Tindak Pidana yang Melibatkan Notaris. *Repertorium: Jurnal Ilmiah Hukum Kenotariatan*, *9*(1).

Mardiyah, M., Setiabudhi, I. K. R., & Swardhana, G. M. (2017). SANKSI HUKUM TERHADAP NOTARIS YANG MELANGGAR KEWAJIBAN DAN LARANGAN UNDANG-UNDANG JABATAN NOTARIS. *Acta Comitas*.

https://doi.org/10.24843/ac.2017.v02.i01.p10

Martha Nur Aida, D., & Riyanto, S. (2023). Ratio Legis Pertanggung Jawaban Penerima Protokol Terhadap Isi Akta Berdasarkan Undang-Undang Jabatan Notaris. *Recital Review*, *5*(1). https://doi.org/10.22437/rr.v5i1.22624

Maulidia, N. K., & Swardhana, G. M. (2020). Kewenangan Notaris Dalam Mengenali Pengguna Jasa dan Perlindungan Hukum Jika Terjadi Tindak Pidana Pencucian Uang. *Acta Comitas*, *5*(2). https://doi.org/10.24843/ac.2020.v05.i02.p06

Mertokusumo, S. (1996). Penemuan Hukum Sebuah Pengantar. In *Liberty* (Vol. 47).

Muda, I. (2021). Undang-Undang Jabatan Notaris , Perubahan dan Penjelasannya dalam Satu Undang-Undang Jabatan Notaris , Perubahan dan Penjelasannya dalam Satu Naskah Beserta Putusan Mahkamah Konstitusi Terkait. *Bahan Ajar*.

N Saly, J., Eka Putri, A. F., Mariana Sitorus, L., Michellena, M., Syamila, N., & Ayu Puspita, S. (2023). Legal Sanctions for Notaries Violating the Code of Ethics in Making Deeds in Indonesia. *Legalite : Jurnal Perundang Undangan Dan Hukum Pidana Islam*, *8*(2). https://doi.org/10.32505/legalite.v8i2.7757

Nurmadany, R. (2021). Mitigasi Risiko Dalam Pembacaan Dan Penandatanganan Akta (Studi Penghadap yang Tidak Datang Bersamaan ke Hadapan Notaris). *Jurnal Officium Notarium*, *1*(1). https://doi.org/10.20885/jon.vol1.iss1.art20

Pratama, B., Warsito, H., & Adriansyah, H. (2022). Prinsip Kehati-Hatian Dalam Membuat Akta Oleh Notaris. *Repertorium, Jurnal Ilmiah Hukum Kenotariatan*, *11*(1).

Pratama, E. D., Sukinta, S., & Aidi, Z. (2022). TINJAUAN TENTANG PERLINDUNGAN HUKUM DAN PERTANGGUNGJAWBAN TERHADAP NOTARIS YANG MELAKUKAN TINDAK PIDANA PEMALSUAN AKTA NOTARIS. *Diponegoro Law Journal*, *11*(4). https://doi.org/10.14710/dlj.2022.35573

Prayitno, U., & Saleh, M. (2023). The Urgency of Applying Article 39 paragraph (2) UUJN Against Prevention of Indications of Criminal Acts in Notary Deeds. *Jurisprudensi : Jurnal Ilmu Syariah, Perundangan-Undangan Dan Ekonomi Islam*, *15*(1). https://doi.org/10.32505/jurisprudensi.v15i1.5635

Putri, K. M., Anwary, I., & Haiti, D. (2022). Kewajiban Notaris melakukan Pembacaan dan Penandatanganan Akta di Depan Semua Pihak secara Bersama-Sama. *Notary Law Journal*, *1*(2). https://doi.org/10.32801/nolaj.v1i2.21

Sakinah, S., & Setyono, Y. A. (2022). TANGGUNG JAWAB PERDATA PROFESI NOTARIS DALAM PENERAPAN ASAS KERAHASIAAN. *Kertha Semaya : Journal Ilmu Hukum*, *10*(5). https://doi.org/10.24843/ks.2022.v10.i05.p18

Salshabilla, F. N., & Putrijanti, A. (2023). Urgensi Formulasi Besaran Minimal Honorarium Notaris Dalam Undang-Undang Jabatan Notaris. *Notarius*, *16*(1). https://doi.org/10.14710/nts.v16i1.37294

Sara, R., & Trisnaning, T. (2023). Law Enforcement Against The Criminal Act of Forgery of Documents By a Notary In The Perspective of Law No. 30 of 2004 Concerning The Implementation of Administrative Sanctions or The Notary's Code of Ethics. *Jurnal Indonesia Sosial Sains*, *4*(12). https://doi.org/10.59141/jiss.v4i12.933

Sesung, R., Sufi, F. P., Kartini, R., & Tanugraha, J. (2017). Hukum dan Politik Hukum Jabatan Notaris. *RA De Rozarie, Surabaya*.

Simarmata, F. J. R. (2020). PELAKSANAAN SANKSI BAGI PEJABAT NOTARIS BERDASARKAN UNDANG-UNDANG NOMOR 30 TAHUN 2004 TENTANG JABATAN NOTARIS. *LEX ET SOCIETATIS*, *8*(2). https://doi.org/10.35796/les.v8i2.28495

Sujono, I. (2022). Urgensi Penemuan Hukum dan Penggunaan Yurisprudensi dalam Kewenangan Mahkamah Konstitusi. *Jurnal Konstitusi*, *18*(3), 585. https://doi.org/10.31078/jk1835

Sujono, I., Mangesti, Y. A., & Suhartono, S. (2022). THE SELLER'S LIABILITY DUE HIDDEN DEFECTIVE PRODUCTS IN THE ONLINE SELLING AND BUYING TRANSACTION BASE ON UUPK. *International Journal of Law Reconstruction*, *6*(2), 257–277.

Wiryawan, A. W. (2020). Tinjauan Yuridis Terhadap Notaris Yang Dinyatakan Pailit Ditinjau Berdasarkan Undang-Undang Jabatan Notaris. *Jurnal Lex Renaissance*, *5*(1). https://doi.org/10.20885/jlr.vol5.iss1.art12