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Responsibilities of a notary after retirement regarding the deeds that he has made according to the notary act

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Abstract
Notary Position Law No.30 of 2004 as amended by Law No.2 of 2014 (UUJN) has given notaries the authority to make authentic deeds for all agreements, legal acts, or stipulations desired by the parties. those with an interest or those required by applicable regulations. Article 8 of the UUJN limits the age of a notary to 65 years, which can be extended by two years in good health. After reaching this age, the notary can no longer exercise his powers and must submit the notarial agreement to another notary appointed by the State Supervisory Board (MPD). Even if the notarial agreement has been transferred to another notary, the responsibility for the agreement remains with the resigning notary in accordance with Article 65 of the UUJN, which provides that notaries, substitute notaries and provisional notaries do everything about them. Acts responsible despite the notary agreement has been created. Surrender or turn over to the custodian of notarial records. This article gave rise to a variety of interpretations, giving rise to different views on the duties of a notary after retirement and the actions he performs.

Keywords: Retired notary, authentic deed, notary responsibilities

Introduction

Legislative regulations, namely Law on the Position of Notaries No. 2 of 2014 (UUJN) have given authority to notaries to make authentic deeds for all legal acts, or agreements or stipulations desired by interested parties or required by regulations. in force, as long as said authority is not given to other officials. With this authority, notaries are classified or included in the category of general officials. Apart from that, Notaries are also given authority. Notaries are also given other authorities as regulated in statutory regulations, namely making deeds of establishment of limited liability companies, power of attorney to impose mortgage rights, deeds of fiduciary guarantees, and deeds of establishment of foundations. Notaries play a crucial role in ensuring legal certainty for the community when it comes to creating authentic deeds [1]. Their responsibilities include validating signatures, determining the accuracy of document dates, recording documents, verifying the authenticity of photocopies, offering legal advice on deed creation, and preparing deeds for land transactions and auction minutes [2].

In addition to overseeing the role of notaries, UUJN also governs the responsibilities that notaries must adhere to. According to UUJN, notaries are required to fulfill their duties with integrity, reliability, autonomy, neutrality, diligence, and a constant focus on protecting the interests of all parties involved in legal transactions. Notaries are also obligated to offer services to the public in accordance with the regulations outlined in Article 16 UUJN. Therefore, it is imperative for notaries to demonstrate true professionalism in their field of expertise and in their work. (Suhaimi, Nurdin MH, Enzus Tinianus, 2023: 27-45) [3].

When a notary makes a deed, the Notary is also obliged to read the contents of the deed in front of the parties as presenters in the presence of at least two witnesses or four witnesses (if the deed made is a private will and signed at that time by the presenter, witnesses and Notary. However, there are times when the presenter does not want the deed to be read because the presenter already knows its contents by reading it himself, and already understands it, so in this case the reading of the deed is not mandatory. If one of these conditions is not met then the relevant deed only has the power of proof underhand, and Notaries who violate the provisions of Article 16 UUJN may be subject to sanctions in the form of written warnings, temporary dismissal, honorable dismissal or dishonorable dismissal. Apart from being subject to sanctions, violations of the provisions of Article 16 can be a reason for parties who suffer losses to demand compensation fees, compensation and interest to the Notary.

Apart from that, the Notary profession is known for honorable dismissal from one's position. This can be understood, because the legal system recognizes the existence of certain positions which are the implementation of the state structure, therefore for certain people who hold certain positions or carry out certain tasks in any field and this is part of the implementation of the State structure, then The government or organization has limits on terms of service or terms of office. These restrictions are intended to limit certain authorities and also certain times, because if there are no restrictions these authorities will not work well. So this limitation is seen in terms of authority and also in terms of time. The end of the Notary's term of office is regulated in Article 8 UUJN which stipulates that [4]

The notary voluntarily resigns from his position or for some reason is honorably dismissed from his position, because

a. The notary has died
b. The Notary's age has reached 65 years
c. Due to a request from the notary himself
d. Judging spiritually and/or physically, the notary is no longer able to carry out his duties or position as a notary for more than 3 years continuously.
e. Holding certain positions such as civil servants, advocates, state officials and others

The age of 65 years as referred to above can be extended to 67 years if it is possible from the health perspective concerned.

Notary protocol whose notarial term of office has ended due to retirement, the Regional Notary Supervisory Council (MPDN) submits and appoints another notary to store and maintain the notarial protocol. It is necessary and important for the notary protocol to be kept and maintained by the notary, because the notary protocol is a state document which is a state archive which must be safeguarded so that it is not damaged or lost. Therefore, if a notary has reached the age of 65 years or his term of office has expired, the notary is obliged to notify the MPDN in writing about the end of his term of office and at the same time nominate another notary to become the notary protocol holder. This can be submitted within a grace period of 180 days or no later than 90 days before his term of office ends or before he reaches 65 years of age [5].

Thus, it is clear that a notary protocol is a state document or archive that must be safeguarded, and does not belong to the notary concerned. So if the notary retires and no longer carries out his duties and position, the notary cannot control or keep in his personal control the notarial protocol in question. This is important, if one day there is a legal problem related to a deed or document that was made by a notary, then the document or archive stored in the form of a notary's protocol can be reopened, because the deed or document made by a notary is authentic evidence that has perfect evidentiary power [6].

There is no detailed explanation regarding the time limit for a Notary's responsibility after retirement regarding the deed he or she makes, giving rise to multiple interpretations. There are several expert opinions regarding the explanation of Article 65 UUJN, one of which is Habib Adjie who is of the opinion that those who are appointed as notaries are considered officials who carry out their duties for life so they must be responsible for the deeds they make without any time limit [7].

However, a different opinion was expressed by Sjaifurrachman who stated that in Indonesia there is no such thing as absolute responsibility without a time limit. So that every official in any field has limits in terms of authority and time in carrying out their position. This means that every time there is a limitation of authority, it will have an impact on the limitation of authority [8].

A lawsuit against a deed made by a retired Notary also occurred at the Surabaya District Court. In this case the judge granted the plaintiff's claim in part by declaring that the deed made by the Notary who at that time was serving in Surabaya was null and void or had no legal force to be enforced in any form along with all its legal consequences. Apart from these cases, there are still several other cases where notary deeds have been decided to be canceled but no material responsibility has been imposed on the notary concerned. In this case, the notary who has retired only has to comply with the contents of the decision which states that the deed is null and void so that he is not charged with other responsibilities such as compensating for loses to the injured party.

Referring to Article 65 UUJN, a notary who has retired can still be held responsible if a party feels disadvantaged because of a deed he or she has made. However, in some cases, a Notary who has retired can escape responsibility for compensating for losses for deeds that are declared null and void in court. So this is not in line with the provisions of Article 65 UUJN.

The law basically provides responsibility for every act carried out by a person, but this does not mean that every loss caused to a third party is entirely the responsibility of the notary. The law provides limits or guidelines regarding the notary's responsibilities so that not all losses are the notary's responsibility. So it would be interesting to examine the notary's responsibilities regarding the deeds he or she has made after his or her term of office ends due to retirement.

Research Method

The research used in this research is included in the type of normative juridical research, namely research that focuses on examining norms in positive law to be able to analyze the problems that the author takes regarding the responsibility of retired notaries regarding deeds that they made when the notary was not yet retired. The norm that will be studied in this case is Article 65 UUJN which has vague norms related to the responsibilities of notaries after retirement which will later be linked to other regulations so that answers are obtained based on scientific logic.

Regarding the type of normative juridical research, this research uses three types of approaches, namely:

a. The Legislative Approach is used to examine statutory regulations relating to the responsibilities of notaries regarding deeds they make after retirement, especially UUJN and other legal regulations related to solving the issues faced.
b. The conceptual approach is used to examine juridical concepts, in this case the views or theories in legal science relating to notaries who are responsible for deeds that they have made before they have retired, which include the theory of legal certainty, the theory of legal responsibility, and justice theory.
c. The Case Approach is carried out by examining related cases that are currently and have occurred and have permanent legal force and are related to the legal issues faced regarding the notary's responsibility for the deeds he or she has made even though the notary has now retired.

The data collection technique in this research is through processing research materials obtained from library research and secondary legal materials and requires data from sources as complementary data by interviewing these sources. After the legal material has been processed, it is continued with legal material analysis techniques using qualitative analysis, namely describing the data from the legal material that has been obtained by referring to the theoretical basis in the form of systematic and logical sentences, making it easier to understand the results of the analysis.

Results and Discussion

Notaries are not always able to carry out the tasks entrusted to them. The limit or end of a Notary's term of office is determined based on Article 8 UUJN, if the Notary stops due to death, reaches the age of 65, at his own request and because of his physical and spiritual life. cannot carry out their duties or be honorably dismissed from their position, carry out Notary duties for more than three consecutive years, or carry out concurrent duties as intended in Article 3

g UUJN. Regarding the age requirement, it can be extended to 67 years by taking into account the health condition concerned [8].

Notaries who no longer serve as notaries in the notarial world are called former notaries, or in Latin they are called emeritus, while in notary circles in Indonesia they are called werda notaris. The definition of a notary werda is not found in the notary position law or the notary code of ethics. The definition of a new notary werda can be seen in ADRT INI contained in Article 2 letter b. So it can be said that what is meant by werda notary is every notary who has stopped performing/carrying out his/her official duties.

After his term of office ends, the Notary is obliged to submit the Notarial protocol to the recipient of the protocol. The notary protocol consists of [9]

1. Minutes of the deed
2. Register of deeds or treasury books
3. Book of recording private deeds whose signing is carried out before a Notary or registered private deeds
4. A book that includes the names of presenters or clappers
5. Order a protest list
6. Will book registration
7. Other register books that are required to be kept by the Notary based on statutory provisions.

The existence of the notary institution is based on the need to obtain strong and perfect evidence that has binding power in addition to witness evidence. Notaries who are independent institutions must be able to carry out their duties neutrally, objectively and transparently. Every notary activity in fulfilling client requests must be legally accountable both at the time of carrying out the activity and in the future. Therefore, the notary in making the deed must strictly comply with the applicable provisions so that legal problems do not occur in the future after the notary concerned enters retirement (werda). Therefore, notaries are required to be careful, honest and full of responsibility in carrying out their duties and positions as public officials who are given authority by law (UUJN) [10].

The notary must be able to take responsibility if in the future there is a problem with the deed he or she made while serving as a notary. So it is not uncommon for us to find that in practice notaries are often used as defendants or defendants are attracted by other parties who feel that the actions taken by the notary have caused harm to themselves or constitute an unlawful act. Therefore, when making a deed, the notary must be really careful and comply with applicable regulations so that legal problems do not arise in the future when the notary is registered. Regarding the accountability of regional notaries, there are several different opinions regarding the ideal time limit related to this accountability, namely [11]

1. Responsibility is based on expired provisions.
2. In accordance with the responsibility of a notary is for life, this was stated by Habib Adjie.
3. A notary is only responsible while occupying his position or while on duty.

Providing sanctions to notaries is a manifestation of legal protection efforts for people who use notary services, so that members of the public are protected from arbitrary actions by notaries. In this way, no member of the public will be harmed by the arbitrary actions of the notary. Apart from that, giving sanctions to notaries can function as a means of maintaining the honor and dignity of notaries as institutions of public trust. So, if a notary commits a violation of the law, it can harm members of the public. Public trust in notaries may decrease when the notary commits a violation, whether the violation is caused by negligence (accidentally) or because of an intentional act committed by the notary. Apart from that, the notary when making the deed must investigate the veracity of the documents submitted by the party making the deed [12]. The forms of legal defects referred to in making an authentic deed can be in the form of:

1. The identity of the appellants or parties does not match what is stated in the minutes of the deed.
2. There is false information provided by one of the parties, causing losses to the other party.
3. There is no signature on the deed by the parties or the notary himself.
4. The contents of the deed are contrary to applicable legal regulations.

One of the authorities to make authentic deeds lies with the Notary, because the existence of the notary is indeed a public official who has the authority to do so, so that the Notary can be given responsibility for his actions, especially those relating to his position and field of duties in making authentic deeds. The things included in the notary's responsibilities include the formal correctness of the deeds he makes. The responsibilities of the notary have been clearly described in Article 65 UUJN which states that notaries, temporary notary officials and substitute notaries remain responsible for every deed they have ever made even though the notary has no longer held their position and the notary's protocol has been transferred or handed over to the party (notary). others as keepers of notary protocols.

The transfer of the notary protocol to another notary as the depositary party is carried out based on the appointment of the MPD concerned. The notary protocol in question is a collection of archives or documents which are state archives which must be guarded, maintained and stored by a notary [13]. So, if at any time in the future it is discovered that there is a legal problem regarding the deed made by the notary concerned, then the deed (document) which is a state archive must be reopened to prove the existence of the legal action contained in the deed. Because a notarial deed is made to prove the existence of certain legal acts or events, therefore the notarial deed must be maintained and maintained, even though the notary has retired and is no longer carrying out his position as a notary.

The main basis for a notary to make a deed is because of the wishes or requests of the interested parties. A notary will not make a deed without the will and request of the parties who have an interest and need the deed to be used as evidence. Meanwhile, the Notary can also provide advice in accordance with legal provisions to fulfill the wishes and needs of the parties. If the parties follow the advice of the Notary and put it in the form of a Notarial deed, then this remains based on the wishes of the parties who need it. So it can be said that the contents of the contract are still a manifestation of the behavior of the parties, not the actions or deeds of the notary, because the notary has no interest in it and the parties are interested [14].

When considering the accountability of a notary whose term of office has ended in relation to the validity of their

authenticated deeds, it is crucial to refer to Article 65 UUJN, which explicitly states that a notary whose term has expired remains liable for the deeds they have executed. Therefore, there is confusion regarding the scope of a notary's responsibilities based on this article, namely that even though all deeds made by a notary have been handed over to another notary to safeguard and maintain notarial protocols and the notary has ceased to hold office, he or she still has to carry out his or her duties responsibly, responsible for the rest of his life.

The responsibility of a notary does not cease even after their term of office has concluded, as stated in Article 65 of the Law on the Position of Notaries. This provision creates ambiguity surrounding the extent of a notary's accountability. Despite the transfer of all deeds to the protocol custodian and the notary's departure from office, they remain responsible for their actions throughout their lifetime [15].

If this is then linked to the theory of responsibility, then the responsibility imposed on the notary is a form of carrying out his duties and position. Therefore, the responsibility used in the notary position law is responsibility based on error. This is based on actions carried out by notaries who can be held responsible for mistakes or violations they commit if they intentionally carry out these actions and cause losses to the parties.

In general, there are several principles regarding responsibility in the legal context which can be divided into [16]

1. The principle of responsibility based on a mistake. In this case, legally a person can be held responsible if there is an element of error committed by the person concerned.
2. The principle of pressumption of responsibility is based on the idea that the defendant is automatically deemed responsible unless they can provide evidence to prove their innocence. This places the burden of proof squarely on the defendant.
3. The principle of presumption of non-responsibility asserts that the defendant is inherently deemed innocent until proven guilty, signifying that the burden of proof lies in establishing their guilt.
4. The principle of absolute responsibility, which establishes fault as a decisive factor but allows for certain exceptions that can absolve one from responsibility, such as in cases of force majeure.
5. The principle of responsibility, albeit with certain constraints, asserts that businesses cannot impose clauses that harm consumers without their consent, such as placing limitations on their liability. Any restrictions that are in place must align with the laws that are currently in effect.

Abdul Kadir Muhammad stated that in theory responsibility for unlawful acts can be divided into several theories, namely [17]

1. Liability for intentional illegal acts. The defendant's conduct must cause harm to the plaintiff, or there must be knowledge that the defendant's conduct will cause harm.
2. Liability for illegal acts based on negligence and a misconception of ethics combined with law.
3. Bear absolute responsibility for illegal acts, regardless of fault. This is based on his actions, whether intentional or unintentional, which means that even if he is not at fault, he must still be responsible for the damage caused by his actions.

Illegal acts and errors are both necessary and sufficient conditions for KUHPerdata's liability under Section 1365. Among the existing principles of liability for damage caused to others, three theories can be distinguished, namely [18]

1. Responsibility for errors. In this case, wrong is broadly defined to include the illegality of the conduct. A person who causes harm to another person is liable if the harm is caused by a violation of a norm and the perpetrator regrets the violation of the norm.
2. Responsibility theory based on evidence reversal. The injured party has the obligation to prove that the perpetrator committed an illegal act. In this case, there is a violation of the norm, requiring the perpetrator to eliminate this assumption or suspicion in order to prove that he did not violate the law.
3. Risk-based liability theory. A person is liable for damage caused by the unlawful conduct of his subordinates in the performance of his duties.

Notaries as public officials who have the authority to make authentic deeds can be burdened with responsibility for their actions in connection with their duties in making authentic deeds. Regarding the responsibilities of a public official in relation to the deeds he or she makes, they can be divided into two types, namely [19]

The notary's civil responsibility for the deed he or she makes

The juridical construction used in civil liability for deeds made by a notary is the construction of an unlawful act. This has such a wide reach that it is possible to cover any action as long as it harms another party and the loss has a clause with the action. Acts against the law have an active and passive nature. Being active means carrying out actions that cause harm to other parties. So you deliberately do this. A passive unlawful act means not carrying out the act but the act is an obligation for him or by not carrying out a certain act, the other party may suffer losses. The elements of an unlawful act are the existence of an unlawful act, a mistake and a loss resulting from the unlawful act.

Civil sanction are sanction imposed for errors that occur as a result of breach of contract or unlawful acts (onrechmatige daad). Civil sanction can take the form of reimburssement of cost, compensation and interest. Notaries will be asked for sanctions if they receive a lawsuit from parties who feel they have been disadvantaged because the deed in question is legally flawed so that it has the power of proof as a private deed or is null and void by law. A notarial deed basically has perfect evidentiary power, but if certain rules are violated during its preparation, its evidentiary value will be reduced to a private deed [20].

If a deed is declared null and void by law, the deed is deemed to have never existed or was never made. Something that has never been made cannot be used as the basis for a claim in the form of compensation for losses, which usually takes the form of reimbursement of costs, damages and interest. A notarial deed that is void by law cannot be requested to provide compensation for costs, compensation and interest. This is in accordance with Article 1365 of the Civil Code (KUHPerdata) which states that every unlawful act that causes harm to another person

requires the person who wrongly caused the loss to compensate for the loss.

Notary's criminal responsibility for the deed he or she makes

A notary's criminal liability can be imposed if the notary is proven to have committed a criminal act. Criminal acts are acts that are prohibited by legal regulations. This prohibition is accompanied by threats and punishments for those who violate these provisions. Criminal acts in this case are criminal acts committed by a notary in his capacity as a public official who has the authority to make authentic deeds. The elements in a criminal act include:

a. Actions. Actions are actions and events that result from these actions. According to Meoljanto, in criminal law, there are positive and negative actions. Positive means someone does something while negative means someone does not do something that is required of them.
b. Fulfill the formulation of statutory regulations. For an act to be considered a criminal act, it must comply with the formulation of the law, which means that the principle of legality applies. The principle of legality states that no action is prohibited and punishable by crime if it is not or has not been stated in a regulation.
c. Is against the law. Even though what is accused is a formal offense, the judge must also materially pay attention to the possible circumstances of the defendant on the basis that they cannot be punished so that the defendant goes free from punishment.

The formulation in the KUHP regarding criminal acts related to the notary profession is Article 263 KUHP, namely criminal acts related to forgery of documents, Article 322 KUHP concerning official secrets, and Article 416 KUHP concerning forgery committed by officials. Notaries in carrying out their positions are bound by these articles. In connection with the responsibilities of a notary as a public official, if a notary commits a criminal act, he or she may be subject to criminal prosecution based on articles relating to forgery of documents or other articles relating to his profession as a notary. The consequence of the enactment of articles in the KUHP is that notaries can be subject to criminal penalties.

A notary is considered responsible if someone thinks that based on the facts there are parties who feel disadvantaged because of the notary's actions in making the deed, however these parties must really be able to prove that the error was indeed caused by the notary's actions. This is important, because the work of a notary can be classified or included in the obligation to produce something, namely in the form of a deed. In the sense that the notary must guarantee or guarantee or be responsible that the deed he makes according to the form specified in the applicable regulations is valid. So, if a notary makes a deed that is in the wrong form and does not comply with applicable regulations, then he has violated his obligation to produce a deed. Therefore, for the losses caused, the notary must be responsible for the deed which is the result of his work. However, on the other hand, if the notary is able to prove that the deed he made in terms of form is in accordance with the applicable regulations, then he cannot be accused of any wrongdoing or wrongdoing [21].

Regarding the notary's responsibility for deeds he has made after his term of office ends, it can be analyzed using responsibility theory. Liability that arises as a result of the notary's actions which result in the deed being legally defective due to his negligence or error is in accordance with liability based on error as stated by Hans Kelsen. This responsibility states that a person can be held legally responsible if there is an element of error that he or she makes. In this case, a notary whose term of office has ended and no longer holds the position of notary can still be held accountable for the deeds he or she has made.

Conclusion

Based on the provisions of Article 65 UUJN, a notary whose term of office has ended is still responsible for the deed he or she has made if the deed has problems or is disputed by the parties in the future. A notary is civilly and administratively responsible if he is proven guilty of a deed he has made and this results in the deed being legally defective. The party who feels disadvantaged must be able to prove that he or she has been disadvantaged by the deed made by the notary. In this case the notary is responsible for the formality of the form of the deed, namely the truth and certainty regarding the day, date, month, year, time (time) facing, the parties facing and the initials and signatures of the parties, witnesses and notary as well as proving what was seen, witnessed, heard by a notary on the official's deed, and recording the information or statements of the parties on the party's deed. A party who feels disadvantaged by a deed made by a notary can also demand compensation for costs and losses if the notary is proven guilty and the losses they suffer are a direct result of the notary's actions. Notaries can also be subject to criminal sanctions if the deed is proven to contain criminal elements.

Suggestions

The provisions of Article 65 UUJN are still controversial among notaries and legal experts regarding the responsibilities of notaries after their term of office ends. Therefore, it is hoped that the government will have clear and precise regulations regarding the provisions on the responsibilities of notaries after their term of office ends, so that they do not give rise to interpretations that could be detrimental to various parties in the future so that the values of justice and legal certainty are not achieved as expected. This can also result in the fact that if a notary is not responsible after he retires, then when a Notary approaches retirement, he will make a deed at will or carry out actions or deeds that are not in accordance with the code of ethics and applicable regulations, because the notary will be freed from responsibility when entering retirement.

References

1. Ghansham Anand. *Karakteristik Jabatan Notaris di Indonesia*, Jakarta: Prenada Media, 2018, 43.
2. HS, Halim, *Peraturan Jabatan Notaris*, Jakarta: Sinar Grafika, 2018, 28.
3. Suhaimi, Nurdin MH, Enzus Tinianus, Pengaruh Kevakuman Jabatan Majelis Pengawas Wilayah Notaris Terhadap Efektivitas Pembinaan Dan Pengawasan Notaris Di Aceh, *Jurnal IUS CIVILE*,2023:7(2):27-45.
4. Lumban Tobing. G.H.S *Peraturan Jabatan Notaris*, Jakarta: Erlangga, 1992, 327.
5. Herlina Effendi. *Notaris Sebagai Pejabat Publik dan Profesi*, Jakarta: Pustaka Ilmu, 2013, 50.

6. Habib Adjie. *Hukum Notaris Indonesia*, Bandung: Refika Aditama, 2009, 5.
7. Sjaifurrachman. *Aspek Pertanggungjawaban Notaris dalam Pembuatan Akta*, Surabaya: Mandar Maju, 2011, 192.
8. Yenny Febrianty. *Keberadaan Hukum Kenotariatan di Indonesia*, Cirebon: CV. Green Publisher, 2023, 86.
9. Yenny Febrianty. *Keberadaan Hukum Kenotariatan di Indonesia*, Cirebon: CV. Green Publisher, 2023, 86.
10. Sudaryat. *Hukum Bisnis Suatu Pengantar*, Bandung: Jendela Mas Pustaka, 2008, 10.
11. Chandra Novita. "Tanggung Jawab dan Perlindungan Hukum Terhadap Werda Notaris", *Tesis*, Yogyakarta: Universitas Islam Indonesia, 2017, 127.
12. Habib Adjie. *Hukum Notaris Indonesia*, Jakarta: Erlangga, 2009, 140.
13. Abdul Ghofur Anshori. *Lembaga Kenotariatan Indonesia*, Perspektif Hukum dan etika, Yogyakarta: UII Press, 2016, 34.
14. Habib Adjie. *Sekilas Dunia Notaris dan PPAT Indonesia*, Bandung: Bandar Maju, 2009, hlm. 44.
15. Habib Adjie, *Hukum Notaris Indonesia*, Jakarta: Erlangga, 2009, 53.
16. Shidarta. *Hukum Perlindungan Konsumen Indonesia*, Jakarta: PT. Grasindo, 2000, 58.
17. Abdul Kadir Muhammad. *Hukum Perusahaan Indonesia*, Bandung: Citra Aditya Bakti, 2010, 503.
18. Imam Abdi Utama. "Tanggung Jawab Notaris dalam Pembuatan Akta Otentik Demi Kepentingan Masyarakat Dilihat Dari Sudut Pandang Hukum Progresif", *Tesis*, Semarang: Universitas Islam Sultan Agung, 2021, 122.
19. Abdul Ghofur Anshori. *Lembaga Kenotariatan Indonesia*, Perspektif Hukum dan etika, Yogyakarta: UII Press, 2016, 34.
20. Abdul Kadir Muhammad. *Hukum Perusahaan Indonesia*, Bandung: Citra Aditya Bakti, 2010, 16.
21. Martalena Pohan. *Tanggung Gugat Advokat, Dokter dan Notaris*, Bandung: Alumni, 2005, 21.