



Sharia certification for notaries: A necessity in the context of Aceh Qanun No.11 of 2018 on Islamic Financial Institutions

Salsa Bila Rizki, Azhari Yahya, Zahratul Idami

Faculty of Law, Syiah Kuala University, Indonesia

Abstract

The Province of Aceh, Indonesia, has implemented a comprehensive framework for Islamic finance through Qanun Number 11 of 2018 concerning Islamic Financial Institutions (Qanun LKS), mandating adherence to Sharia principles in all financial transactions within its jurisdiction. This legal landscape places significant importance on the role of notaries as public officials responsible for creating authentic deeds for these *Muamalah* (Islamic transactions). This study examines the critical importance of mandatory Sharia certification for all notaries in Aceh following the full implementation of the Qanun LKS. Utilizing a normative juridical approach, this research analyzes the relevant legal regulations, including the Qanun LKS and the Law on Notarial Profession, alongside insights from Islamic legal principles and scholarly discourse. Research findings indicate that until now there has been no written rule explicitly requiring notaries in Aceh to possess Sharia certification, resulting in many notaries lacking adequate competence in the application of Sharia agreements. This paper argues that mandatory Sharia certification for all notaries is essential to ensure their competence in drafting Sharia-compliant contracts, thereby guaranteeing legal certainty and upholding the objectives of Islamic economics within Aceh. The study further explores the potential legal ramifications of notarial deeds that do not fully comply with Sharia principles and proposes recommendations for the implementation of a comprehensive and mandatory Sharia certification program for notaries in Aceh, both through special training and regulations that require it. This research contributes to the understanding of the crucial role of legal professionals in implementing Sharia law in specific regional contexts and offers insights for other jurisdictions seeking to strengthen their Islamic finance ecosystems.

Keywords: Sharia certification, notaries, Aceh, qanun lks, muamalah, sharia compliance

Introduction

Sharia principles encompass the legal and ethical guidelines of Islam governing financial activities, based on fatwas (legal pronouncements) issued by authorized institutions empowered to establish rulings in the field of Sharia. The application of Sharia principles in muamalah (Islamic transactions) ensures that transactions are conducted with honesty, fairness, and without violating religious values, thereby avoiding *riba* (interest) and *gharar* (excessive uncertainty).

The Province of Aceh has implemented Sharia principles in muamalah activities through Qanun (Regional Regulation) Number 11 of 2018 concerning Sharia Financial Institutions (hereinafter the "Qanun LKS"). This was enacted as a crucial follow-up to Qanun Number 8 of 2014 concerning the Principles of Islamic Law.

The enactment of the Qanun LKS was deemed urgent as it represents a fundamental pillar of Sharia in the realm of muamalah. Article 20(1) of Qanun Number 8 of 2014 explicitly states, "Every Muslim residing in Aceh must conduct Muamalah in accordance with the guidance of Islamic Law." Notaries, as key facilitators of economic activity in Aceh, play a vital role in these transactions, as they are public officials authorized to execute authentic deeds, provided that the creation of such authentic deeds is not exclusively reserved for other public officials.

The obligation for notaries to be Sharia-compliant is further supported by the written provisions of Article 6, letters (a) and (b) of the Qanun LKS, which stipulate that the Qanun applies to all Muslims, non-Muslims, and legal entities residing in Aceh that engage in financial transactions within Aceh. The role of the notary in muamalah activities is to

serve as a bridge between the parties involved in the transaction, necessitating that notaries possess a thorough understanding of Islamic legal principles within the context of muamalah.

Given the regulations mandating that muamalah activities in Aceh be based on Islamic law, notaries are required who understand the concepts and application of Sharia law and are capable of drafting contractual clauses that comply with Islamic stipulations. Therefore, notaries must acquire the necessary understanding, skills, and competence in drafting Sharia contracts through specialized training. As authorized officials, notaries are also required to perform their duties professionally and in compliance with the code of ethics.

The provision of Sharia certification for Notaries in Aceh through competency assessments is intended to ensure that notaries possess the qualifications that meet the required standards. This certification is expected to equip notaries with a sound understanding for creating legal relationships in the form of authentic Sharia contracts that genuinely adhere to Sharia principles.

However, preliminary research has revealed that some notaries in Aceh do not yet possess Sharia certification. Examples include Notaries GM, AN, and AZ. Interviews with these notaries indicated that their lack of certification stems from the perception that, to date, the obligation for notaries to hold Sharia certification in Aceh has been limited to those who have cooperative relationships with Islamic financial institutions. This is because notaries who partner with Islamic Banks must meet specific criteria, including certification in Sharia financing.

These initial research findings suggest that the implementation of Islamic law in Aceh in the field of

Muamalah has not been fully realized. Since Muamalah is intrinsically linked to notaries as the creators of authentic deeds, this incomplete implementation is partly due to the absence of written regulations explicitly requiring all notaries in Aceh to possess Sharia certification.

Notary competence is non-negotiable in the preparation of Sharia contracts. A Sharia contract serves as authentic evidence of a legal agreement that has been structured in accordance with Islamic law. In the future, the absence of such competence will inevitably raise questions regarding the legal certainty and legitimacy of Sharia contract products drafted by notaries. Specifically, Aceh has enacted the Qanun LKS, which applies to all residents of Aceh, both Muslim and non-Muslim, as well as all business entities and legal institutions located within the Province of Aceh. In connection with the implementation of this Qanun LKS, notaries who draft Sharia contracts must also possess expertise in applying Sharia principles to muamalah.

Notaries must consider the pillars (rukun) and conditions (syarat) for the validity of a Sharia contract as determined by Islamic law when drafting such contracts. Each clause of a Sharia contract can be examined to determine whether its legal construction conforms to Sharia contract law. If these principles are not applied, it will clearly undermine the identity and purpose of Sharia, as the primary objective is to implement Sharia economics to achieve *falah* (success and well-being) both in this world and the hereafter.

State of art

In this state-of-the-art section, the author refers to several previous studies as a guide for conducting the planned research. These studies will serve as references and comparative materials during the research process. Additionally, this section also includes several relevant journal articles.

The first study, by Ivan Setiawan and Wahyu Mustajab, entitled "The Urgency of Sharia Certification for Notaries in the Drafting of Financing Contract Deeds at Islamic Banks," highlights the importance of notaries understanding Sharia principles when drafting Sharia financing contracts. This study identifies a regulatory vacuum regarding the existence of Sharia notaries in Indonesia and highlights the impact of the absence of Sharia competency standards, which has the potential to create legal uncertainty and inconsistencies between contracts and Sharia principles. Using a normative legal approach and analysis of statutory regulations, the research found that Sharia certification for notaries is not specifically regulated and currently depends on the internal policies of Islamic banks, resulting in a lack of uniform compliance standards. Therefore, this research recommends the implementation of standardized Sharia certification through training, competency testing, and regulations that mandate Sharia certification for notaries to ensure legal certainty in Sharia financing contracts.

The aforementioned journal shares similarities in subject matter, namely concerning the provision of Sharia certification for notaries who will be drafting Sharia contract deeds. The distinguishing factor is that the thesis entitled "The Urgency of Sharia Certification for Notaries in the Drafting of Financing Contract Deeds at Islamic Banks" focuses on banking institutions, whereas this journal focuses on non-banking institutions, broadly discussing the importance of providing Sharia certification for notaries

who will be drafting deeds in Aceh. This is because Aceh has a specific regulation, namely the Qanun LKS.

A second study conducted by Mohammad Jeffry Mualidi, Mutawali, and Nurul Yakin, entitled "The Application of Sharia Values in the Notary Profession in Lombok, West Nusa Tenggara," examines the relationship between Islamic education and the role of notaries in Sharia transactions. This study aims to understand the principles of Sharia values within the notary profession, the implementation of Sharia deeds, and to develop an ideal Sharia-based notary framework. This research was conducted in Lombok using a qualitative approach, involving observation, interviews, and document review at the University of Mataram, Bank NTB Syariah, and notary offices. The findings indicate that the greater the understanding of Islam in a notary's education, the higher their competence in Sharia contracts. Other findings reveal that the growth of Sharia transactions and technology has a positive impact on the religious values of Muslim notaries in Lombok. This research recommends the integration of Islamic education into notarial study programs and the establishment of Sharia competency standards for notaries to ensure legal certainty in Sharia-based transactions.

The difference between the present research and the study on "The Application of Sharia Values in the Notary Profession in Lombok, West Nusa Tenggara" is that the latter examines the application of Sharia values in the notary profession in Lombok, West Nusa Tenggara, highlighting the importance of Islamic education in improving the competence of notaries in Sharia contracts and its relationship to the increasing religious values of Muslim notaries. In contrast, the present research focuses on the Province of Aceh, which has implemented Qanun LKS Number 11 of 2018, requiring all financial transactions to comply with Sharia principles. Therefore, this research emphasizes the urgency of Sharia certification for notaries to guarantee legal certainty and prevent legal defects in the deeds they create.

Based on the background above, further study is needed regarding the importance of notaries possessing an understanding of Sharia principles to provide legal certainty in the execution of Sharia contracts for the parties entering into agreements. This article will comprehensively explain the importance of Sharia certification for notaries who execute Sharia contracts.

Methods

The research methodology employed is normative juridical, which means that this legal research is conducted by examining library materials or secondary data to analyze applicable legal norms and their application to a specific legal problem. This approach aims to analyze prevailing legal norms and their practical implementation in a particular legal context.

The approaches used in this research are the statutory approach and the conceptual approach. The statutory approach involves examining all laws and regulations relevant to the legal issue under investigation. In addition, a conceptual approach is employed by analyzing the views and doctrines within legal scholarship related to the research problem. This allows for the identification of ideas related to legal concepts, principles, and definitions that are relevant to the legal issue being studied.

Material

The Notary's Understanding of Sharia Principles in the Creation of Sharia Contracts in Aceh

Fulfillment of Islamic Sharia principles in muamalah activities is achieved through the execution of contracts (akad). An akad is an agreement between two or more parties to perform or refrain from performing a specific legal act. This involves *ijab* (offer), which is a declaration of intent to enter into a binding agreement, and *qabul* (acceptance), which is the statement of acceptance of the *ijab*, executed in accordance with the provisions of Islamic law. The validity of a muamalah activity depends on the proper execution of the akad. Therefore, the akad is the most crucial element in fulfilling Islamic Sharia principles.

The legal consequences that may arise if a notary does not understand the use of akad in accordance with Sharia principles include the vitiation or even the invalidity of the contract. According to Ahmad Azhar Basyir, as cited by Nur Wahid, there are several factors that are considered to invalidate a contract, as follows:

1. **Coercion:** For a contract to be considered valid, it must be entered into voluntarily by the parties involved. The presence of coercion renders the contract invalid.
2. **Mistake:** The mistake referred to here is a mistake concerning the object of the contract, not the subject. A mistake regarding the object of the contract can occur in its type or characteristics.
3. **Fraudulent Misrepresentation (Taghrir):** According to the views of jurists (*fuqaha*) from the Maliki, Shafi'i, and Hanbali schools of thought, if the buyer feels deceived in this situation, they have the right to rescind the contract.
4. **Fraud and Forgery:** Fraud and forgery are actions of concealing defects. Fraud and forgery, in this context, refer to the act of concealing defects in the object of the contract to make it appear different from its actual condition, or the act of a seller manipulating the goods to be sold to obtain a higher price.

Sharia Principles in the Creation of Akad

The drafting of an akad is inseparable from the principles of Islamic contracts. These principles are derived from the Qur'an and Sunnah, so the principles upon which the drafting of the akad is based contain truths originating from Allah SWT. Based on the definition of akad/agreement, the pillars (*rukun*) and conditions for the validity of an agreement, the legal principles supporting it, the types of akad, and the mechanisms for the termination of akad in Islamic contract law as described in the previous chapter, the creation of an akad must adhere to the following principles:

1. **Regarding the Subject or Parties Making the Agreement**
 - a. The parties must have the legal capacity to perform legal acts. If they are not yet of legal age or are under guardianship, they must be represented by their guardian (*wali*) or conservator (*pengampu*) when entering into the agreement.
 - b. The identities of the parties and their respective capacities in the agreement must be clear, whether they are acting on their own behalf or representing a legal entity.

- c. The location and terms of the agreement must be established clearly for the mutual benefit of all parties.

2. Regarding the Purpose and Object of the Akad

- a. The purpose of the akad must be clearly stated, for example, sale and purchase (*jual beli*), lease (*sewa menyewa*), profit-sharing (*bagi hasil*), and so on, which have been adapted to Islamic teachings.
- b. Although freedom is given in determining the object of the akad, the object must not contravene Islamic provisions or customary practices (*'urf*) that are in accordance with Islamic teachings. In other words, the object of the akad must be permissible (*halal*) and good (*thayyib*).

3. Agreement on Related Matters

- a. **Contract Period:** Including the start and end dates of the agreement, must be known and agreed upon from the beginning of the akad. Changes are not permitted during or at the end of the implementation of the agreement, unless such changes are agreed upon by both parties.
 - b. **Amount of Funds:** The required funds, the agreed-upon ratio (*nisbah*) or margin, necessary costs, and emergency situations requiring additional funds.
 - c. **Working Mechanism:** Agreed-upon limitations of authority in conducting operational oversight and evaluation of a business, particularly in *mudharabah* and *musharakah* financing contracts.
 - d. **Guarantee/Collateral (Jaminan):** The guarantee must include an explanation of the status of the collateral, the amount secured, and the purpose of the collateral within the agreement. Furthermore, other matters related to the guarantee, such as terms and conditions governing its use and enforcement, must also be explained in detail.
 - e. **Dispute Resolution:** In the event of disagreements or disputes between the two parties, resolution must be carried out according to previously agreed-upon methods. This resolution process must include clear stages, from mediation or negotiation to, if necessary, resolution through legal channels or arbitration, as well as other steps agreed upon by both parties to reach a fair settlement.
 - f. **Object of the Agreement and Method of Performance:**
 1. Equality, equivalence, and fairness between the parties are required in establishing rights and obligations, and in resolving problems arising from a breach of contract (*wanprestasi*) by one of the parties.
 2. The choice of law and dispute resolution forum must also be included in the agreement. For example, by including a clause stating that if a dispute arises in the future, the parties agree to resolve it according to Islamic law at the National Sharia Arbitration Board (*Badan Arbitrase Syariah Nasional*), whose jurisdiction covers the location where this agreement is made.
4. **Equality and Justice:** There must be equality, parity, and justice among the parties establishing rights and obligations, as well as in resolving problems arising from default by one of the parties.

5. Selection of Legal Jurisdiction and Dispute Resolution Forum: The selection of legal jurisdiction and the dispute resolution forum must also be specified in the agreement. For example, by including a clause stating that if a dispute arises in the future, the parties agree to resolve it in accordance with Islamic law at the National Sharia Arbitration Board, whose jurisdiction covers the location where the agreement is made.

The aforementioned principles must be included in the agreement text, without precluding the parties from including matters they deem important. This is due to the need to maintain clarity in drafting agreements and to avoid the use of words with multiple meanings or interpretations. By doing so, it is hoped that the likelihood of future disputes can be reduced.

Legal Consequences for Deeds/Contracts that Do Not Comply with Sharia Principles

Soeroso defines a legal consequence as the result of an action, taken to achieve a result desired by the actor and which is regulated by law, this action is called a legal action. The same thing, also expressed by Sudikno, who stated that legal consequences are consequences arising from a legal event, where the event gives rise to, change, or eliminate rights and obligations for the parties involved.

In the preparation of Sharia deeds, the principles used are similar to the concept of contracts, because both relate to the legal relationship between the parties, which gives rise to rights and obligations, in this case the notary is obliged to fulfill it, the legal validity of the agreement as stipulated in the *Burgelijk Wetboek* (hereinafter referred to as called BW), and the provisions in the law regarding the position of a notary. One deed related to agreements can be cancelled (*vernietigbaar*) or null and void by law (*nietig*).

All notaries are authorized to create deeds as long as it is desired by the parties, parties or according to the law must be made in the form of an authentic deed. In the creation of a sharia contract, the notary has a role to ensure that the sharia contract made is not only legally valid in terms of positive law, but also in accordance with the principles in sharia law. Therefore, notaries must understand the principles Sharia in the contract he made, besides that the notary is responsible for ensuring, that the sharia contract has legal validity, both from a civil law perspective, and Islamic law.

If a contract does not meet the legal requirements of an agreement according to the law, sharia, the contract can be considered invalid or null and void by law, this is based on Article 28 number 3 of the Compilation of Sharia Economic Law (KHES) which states that "a void contract is a contract that lacks harmony and or requirements conditions". Therefore, if the deed or contract made by a notary is not in accordance with existing legal principles and violates sharia principles, the deed is null and void.

Obligations and Responsibilities of Notaries in Fulfilling Sharia Principles for Sharia Contracts

Notaries who create Sharia contracts must adhere to Sharia principles, namely by ensuring the fulfillment of the *rukun* and conditions of the contract. Therefore, Sharia contracts are a type of *partij deed*, where the notary acts as the party who formalizes the wishes of the parties in an authentic deed.

Notaries, in creating Sharia contract products, do not have a supervisory system to oversee the fulfillment of these Sharia principles. Therefore, what is the Notary's responsibility for fulfilling these Sharia principles even though the law does not explicitly state the Notary's responsibility for fulfilling Sharia principles.

The fulfillment of Sharia principles in a Sharia banking contract by a Notary must comply with the provisions stipulated in Law Number 31 of 2004 concerning the Notarial Profession, as amended by Law Number 2 of 2014, and the Notary Code of Ethics. In carrying out their duties, Notaries must also consider applicable Sharia legal provisions.

In addition, the National Sharia Board-Indonesian Ulema Council (DSN-MUI), as the highest Sharia authority in Indonesia, has the authority to issue fatwas related to Islamic law, including in the field of Sharia banking and finance. Fatwas issued by DSN-MUI have the status of positive law that is binding on Sharia economic actors, including notaries who create Sharia contracts. Therefore, Notaries who handle Sharia contracts are obliged to understand and implement DSN-MUI fatwas so that the contracts they create remain valid and in accordance with Sharia principles.

1. Notary Responsibility According to the Law on Notarial Profession

In the creation of Sharia contracts, Notaries must refer to the UUJN (Law on Notarial Profession), specifically Article 15 paragraph (1) of the UUJN, which states that Notaries are authorized to create authentic deeds concerning all actions, agreements, and stipulations required by laws and regulations or desired by the interested parties to be stated in an authentic deed, guaranteeing the certainty of the date of the deed's creation, storing the deed, providing grosses, copies, and excerpts of the deed, all as long as the creation of the deed is not assigned or excluded to other officials or other persons determined by law." The perfection of an authentic deed as evidence means that the deed must be viewed as it is, without evaluating or interpreting anything other than what is written in the deed.

An authentic deed is an official document created before a Notary in accordance with the form and procedures stipulated in the Law on Notarial Profession (UUJN), which aims to serve as valid evidence in the future. Therefore, in the creation of Sharia contracts, Notaries have the authority to draft and legalize Sharia contracts in accordance with the provisions stipulated in the UUJN, so that the contract has strong legal force and complies with Sharia principles. However, besides ensuring that the contract complies with the provisions of the UUJN, the Notary must also ensure that the drafting and legalization of the contract are in line with Islamic Sharia principles.

This is important so that the contract created is not only legally valid according to positive law but also meets Sharia compliance standards. The pillars (*rukun*) and conditions of a contract according to most scholars are as follows:

- a. *Shighat*, namely the existence of *Ijab* and *Qabul*.
- b. The parties to the contract, namely one or more individuals, legal entities, or non-legal entities.
- c. The existence of the object of the contract, namely goods/services/objects that are the object of the contract transaction.

In creating a contract, a notary needs to understand the characteristics of Sharia contract products. This is intended so that when the parties want to create a Sharia contract, the Notary can formulate the agreement in accordance with Islamic Sharia principles. For example, if the parties wish to enter a sale and purchase contract with an installment system, the Notary must understand the Sharia contract used, such as Murabahah (sale and purchase with an agreed profit margin).

Through this understanding, the Notary can draft an authentic deed that reflects the provisions of the Murabahah contract, such as the cost price, profit margin, installment period, and profits that are in accordance with Islamic law, without elements of *riba* (interest), *gharar* (uncertainty), or *dzalim* (injustice).

Thus, the deed created by the Notary is not only legally valid according to positive law but also complies with Islamic Sharia principles, thereby providing legal certainty and blessings for the parties involved.

Notaries, as stipulated in Article 16 paragraph (1) of the UUJN, in carrying out their duties, are obliged to act with trustworthiness, honesty, impartiality, independence, and to protect the interests of the parties involved in legal actions. If one or more provisions in the DSN-MUI fatwas regarding contracts that comply with Islamic Sharia principles are not fulfilled, then the parties involved in the contract may suffer losses, because the contract is at risk of becoming null and void by law or being voidable. After the parties have expressed their intentions regarding the Sharia contract to be agreed upon, the Notary formulates the contract in an authentic deed. Both deeds drafted by the Notary and those made in their presence must comply with the formal requirements as stipulated in Article 38 of the UUJN.

2. Notary Responsibility based on the Notary Code of Ethics

The Notary Code of Ethics is a set of moral rules established by the Indonesian Notary Association and is mandatory for all members and every individual who holds the office of Notary. Although the Notary Code of Ethics does not directly regulate the notary's responsibility in fulfilling Islamic Sharia principles for the Sharia contracts they create, Article 3 number 4 of the 2015 Notary Code of Ethics stipulates that one of the Notary's obligations is to act with full responsibility based on applicable laws and regulations. In other words, in carrying out their duties, Notaries must always pay full attention to their responsibilities in the creation of Sharia contracts so that they comply with Islamic Sharia principles.

Article 3 number 5 of the 2015 Notary Code of Ethics stipulates that notaries have an obligation to improve their knowledge and professional expertise, not limited to the fields of law and notarial practice. Therefore, in the creation of deeds related to Sharia contracts, Notaries are not only required to master civil law and notarial matters but must also have a deep understanding of Sharia economics.

This obligation aims to ensure that, in carrying out their duties, Notaries can provide legal certainty for the Sharia contracts created, so that they are in line with legal and Islamic Sharia principles. The Notary is responsible for the accuracy of the contents of the deed. If there are problems with the content of the deed, one of the parties can file a lawsuit against the other party to downgrade the status of the authentic deed to a private deed.

The Importance Sharia Competency for Notaries

Competencies related to the general authority of notaries have been regulated in the Law on Notarial Profession and Land Deed Officials (UUJNP). However, competencies related to the ability to carry out their work, especially to ensure that notaries are authorized to create certain deeds, require mastery of additional knowledge. A deep understanding of certain regulations is very important so that legal products produced by notaries, such as authentic deeds, have valid legal validity. In addition, notaries also need competency tests organized by certain institutions, or the provision of Sharia certification training. This aims to improve the competence of notaries, both in terms of authority and professional ability in creating Sharia-based deeds.

Specifically, the province of Aceh has issued a legal product in the form of a Qanun on Sharia Financial Institutions (LKS), which stipulates that all muamalah activities in Aceh must be based on Islamic Sharia principles. In this context, notaries, as parties who play an important role in the legalization and creation of Sharia-based contract deeds, are required to have adequate competence in this field.

Notaries who create Sharia contracts must meet Sharia compliance, namely adherence to Sharia principles based on the Qur'an, Hadith, *Ijma'*, and *Ijtihad*. Notaries who have competence based on the ability to understand Sharia law, then they have the understanding, proficiency, ability, capability, and skills to create contract deeds with Sharia principles. Therefore, it is important for notaries who wish to be involved in the creation of Sharia banking contracts to have Sharia certification.

This certification is to prove that the notary is not ignorant of Sharia contracts. Notaries are accustomed to performing their own *ijtihad* (legal opinions), as this is like legal counseling. When a client comes to them, the notary provides legal counseling and opinions on what the client desires, which is then incorporated into the deed. If a notary does not understand Sharia contracts, then they cannot provide their opinion in the creation of the Sharia contract. Based on this, the notary must:

1. Adhere to applicable regulations to fulfil the Sharia elements in the contract. Some regulations include the Sharia Banking Law, DSN-MUI Fatwas, KHES, Bank Indonesia Regulations related to Sharia financing, and others. In this case, the notary must constantly update their knowledge.
2. Must understand Sharia contracts. So that the notary pays attention to the pillars (*rukun*) and conditions in the implementation of the contract, as well as matters that can damage and invalidate the contract.

The above matters require the notary to understand Sharia contracts in depth, so that they can carry out their duties professionally and in accordance with the provisions of the code of ethics. Notaries are also required to continuously update their knowledge and follow the development of the latest regulations. Therefore, notaries must constantly improve the quality of their knowledge and ensure compliance with applicable regulations.

Conclusion

Based on the analysis presented in this journal, the necessity of mandatory Sharia certification for notaries in Aceh following the implementation of the Qanun LKS is

imperative. The Qanun's mandate for all financial transactions to adhere to Sharia principles places a significant responsibility on notaries to ensure the legal validity and Sharia compliance of the deeds they create. However, research indicates that until now there has been no written rule explicitly requiring notaries in Aceh to have Sharia certification, leading to many notaries lacking competence in applying Sharia agreements. This potentially causes legal defects in agreements and creates legal uncertainty for the parties involved.

Therefore, to fully realize the objectives of the Qanun LKS and to ensure the legal certainty and Sharia compliance of all Muamalah transactions, it is strongly recommended that the relevant authorities in Aceh implement a standardized and mandatory Sharia certification program for all practicing notaries. This program should be comprehensive, covering the essential principles of Islamic contract law and their practical application in notarial practice. Furthermore, clear regulatory frameworks should be established to mandate this certification as a prerequisite for all notaries operating in Aceh. These steps, including special training and regulations requiring certification, will guarantee legal certainty and the sustainability of the implementation of the Sharia economy in Aceh. By taking these steps, Aceh can further strengthen its position as a region committed to Islamic finance and ensure that its legal professionals are adequately equipped to uphold the principles of Sharia in all economic activities. This move will not only enhance legal certainty but also foster greater trust and confidence in the Sharia-based financial system within Aceh.

Reference

1. Undang-Undang Nomor 2 Tahun 2014 tentang Perubahan Atas Undang-Undang Nomor 30 Tahun, 2004.
2. Qanun Nomor 8 Tahun tentang Pokok-Pokok Syariat Islam, 2014.
3. Qanun Nomor 11 Tahun Tentang Lembaga Keuangan Syariah, 2018.
4. Peraturan Mahkamah Agung Republik Indonesia Nomor 02 Tahun tentang Kompilasi Hukum Ekonomi Syariah, 2008.
5. Anshori G. Hukum Perjanjian Islam di Indonesia: Konsep, Regulasi, dan Implementasi. Yogyakarta: Gadjah Mada University Press, 2010, 39.
6. Soeroso R. Pengantar Ilmu Hukum. Jakarta: Sinar Grafika, 2011, 295.
7. Wahid N. Hukum Perikatan Islam di Indonesia: Kajian Teori dan Penerapannya. Jakarta: Kencana, 2020, 35.
8. Sjaifurrachman, Adjie H. Aspek Pertanggungjawaban Notaris dalam Pembuatan Akta. Surabaya: Mandar Maju, 2011, 55.
9. Harahap WA, Nurdin A, Santoso B. Kompetensi Notaris dalam Pembuatan Perjanjian Syariah (Tinjauan dari Perspektif Hukum Ekonomi Syariah). *Notarius*,2020;13(1):170–80.
10. Harahap WA, *et al.* Kompetensi Notaris dalam Pembuatan Perjanjian Syariah (Tinjauan dari Perspektif Hukum Ekonomi Syariah). *Notarius*,2020;13(1):170–80.
11. Cassandra R. Tanggung Jawab Notaris dalam Pemenuhan Prinsip Syariah atas Akad Perbankan Syariah. *J Ilmu Sosial dan Pendidikan (JISIP)*,2023;7(1):358–64.
12. Haryono TS, *et al.* Peranan Notaris dalam Pembuatan Akta Akad Pembiayaan Murabahah di BMT Syariah Wanita Islam. *Notarius*,2020;13(2):682–93.
13. Setiawan I, Mustajab W. Urgensi Sertifikasi Syariah bagi Notaris dalam Pembuatan Akta Akad Pembiayaan di Bank Syariah. *Mimbar Keadilan*,2022;15(2):269–78.
14. Maulidi MJ, Mutawali, Yakin N. Penerapan Nilai Syariah dalam Jabatan Notaris di Lombok Nusa Tenggara Barat. *Religion, Culture, and State J*,2021;1(1):85–111.
15. Setiawan YA. Analisis Penggunaan Akta Subrogasi dalam Rangka Implementasi Pasal 2 Qanun Aceh Nomor 11 Tahun 2018 tentang Lembaga Keuangan Syariah. *Indones Notary*,2021;3(1):42.