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Legal Consequences of a Notarial Deed That Does Not Accord to the Facts And is Not Signed in the Presence of a Notary (Study Decision Number 46/Pdt.G/2023/PN Cbi)

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Abstract: Indonesia has established its country as a rule of law so one of the goals of a rule of law is to create legal certainty in every interaction between society and the state. The agreement made by a notary in a notarial deed is a manifestation of legal certainty. Laws Number 2 of 2014 concerning Amendments to Laws Number 30 of 2004 concerning the Position of Notaries has given authority to notaries to make authentic deeds. One of the problems that often occurs is that the contents of the notarial deed are not by the wishes of the person present and are not signed in the presence of a notary. The purpose of this research is to determine the validity of a deed that was not made according to the wishes of the appeared and was not signed before a Notary and its application in the case of Decision Number 46/Pdt.G/2023/PN Cbi. This research uses normative legal research methods with an approach to legal cases (case study) and statute approach using secondary data types and data collection techniques, namely interviews and document studies, as well as using legal analysis and prescriptive data collection techniques. Based on the results of this research, it is necessary to know that the validity and legal force of a deed that has been made by a Notary but not in the appeared, where the contents of the deed are not per the wishes of the appearer and is not signed in the presence of the Notary, then the action carried out by the Notary is unlawful acts regulated in Article 1365 of the Civil Code so that the person appearing can ask the Notary to be held civilly responsible as in the case in decision Number 46/Pdt/G/2023/PN Cbi..

Keyword: Notarial Deed, Authority, Validity, Unlawful Acts.

INTRODUCTION

Indonesia is a country of law characterized by a country that has living power and is regulatory and coercive which gives positive results, especially the law that applies in Indonesia is a civil law legal system that prioritizes written law, namely statutory regulations that provide legal certainty regarding all legal acts and events. All legal actions related to agreements require the role of a Notary who is given direct authority by the state as mandated in Article 1 point 1 of Law of the Republic of Indonesia Number 2 of 2014 concerning Amendments to Law Number

30 of 2004 concerning the Position of Notary (hereinafter referred to as UUJN) which reads: "A notary is a public official who has the authority to make authentic deeds and has other authorities as intended in this Law or based on other laws."

Notaries, as public officials who are appointed and dismissed by the Ministry of Law and Human Rights are responsible for serving the public concerning the concentration of civil law and providing the validity of an agreement as outlined in an authentic deed, must adhere strictly to UUJN and the Notary Code of Ethics and other related regulations. Notaries in making authentic deeds must also apply the principle of caution in providing legal education to clients or persons facing them because authentic deeds made by a Notary are often free from problems, either from one of the parties to the deed or another party who suffers losses such as denial, regarding the contents of the deed, signature, or the party's presence before the Notary.

An authentic deed made by a Notary has strong evidentiary power to be used in court and is considered valid evidence for judges because an authentic deed can stand alone without any other evidence (G.H.S, Tobing, 1996).

Article 1866 of the Civil Code (hereinafter referred to as the Civil Code):

"Evidence means include: written evidence; witness evidence; estimate; confession; oath."

Article 1868 of the Criminal Code:

"An authentic deed is a deed made in the form prescribed by law by or before a public official authorized to do so in the place where the deed is made."

From the 2 (two) formulations of the articles above, it can be concluded that an authentic deed includes written evidence that is binding, strong, and perfect before the law so that the Notary in carrying out his office does not just make a deed but the wishes of the person present must be reviewed first by providing suggestions and the solution and one of the Notary's obligations in the process of making a deed is regulated in Article 1 paragraph (1) letter m UUJN, namely requiring the Notary to read the deed in front of the appeared of at least 2 (two) witnesses or 4 (four) witnesses if for will deeds under the hand and at that time also signed by the presenter, witness, and Notary.

Signing a deed in front of a Notary aims to ensure that each party signing the deed is truly themselves and knows, comprehends, and comprehends the contents of the signed deed as a form of agreement between the parties and also protects the Notary if in the future the parties never deny the deed. signed or he does not understand what he is signing which results in the evidentiary strength of the authentic deed becoming a private deed as regulated in Article 16 paragraph (9) UUJN.

Notaries in making deeds regarding companies must also pay attention to Law Number 40 of 2007 concerning Limited Liability Companies (hereinafter referred to as UUPM), where changes to the articles of association or data in a company must hold a General Meeting of Shareholders (GMS), in this case, the GMS held once within the time specified in the Articles of Association or commonly called the Annual GMS, while the Extraordinary General Meeting of Shareholders (EGMS) is a meeting between the company's shareholders, such as changes to the Company's Articles of Association, merger, consolidation, takeover, bankruptcy, dissolution and so on. However, in practice, it is difficult to hold a physical meeting, so UUPM makes it easier by making decisions outside the GMS or known as a circular resolution, but it must be approved by 100% (one hundred percent) of the shareholders.

The problem that resulted from the Notary's negligence was decision number 46/Pdt.G/2023/PN.Cbi which started when the Plaintiff, as the Main Director of a PT domiciled in Indonesia and a foreign citizen, wanted to change the composition of the Board of Directors and had a desire. to dishonorably dismiss the Director of the PT, because Plaintiff resides abroad, for this purpose, he asked for help from his colleagues in Indonesia to find a Notary to make the desired deed, and in addition, Plaintiff did not understand Indonesian. Then the Notary who was appointed and given the authority to make the deed that the Plaintiff wanted,

through the help of his colleague, made a Deed of Statement of Decision of Shareholders (hereinafter referred to as the PKKPS Deed), but the Notary did not provide legal counseling in the form of an explanation of the procedural rules for dishonorable dismissal of the Board of Directors. in accordance with the provisions of the Company Law which can then be stated in a Notarial deed.

The PKKPS deed made by the Notary was then sent to the country where the Plaintiff resides without explaining the contents of the said deed. After the deed has been received and read by the Plaintiff where the content of the deed is not follow the Plaintiff's wishes, then the Plaintiff takes the matter to court due to the actions of the Notary which has caused losses for him.

METHOD

This research uses a type of normative legal research regarding legal behavior, the subject of which is law conceptualized in the norms and rules that apply in society which focuses on the inventory of positive law, legal principles and doctrine, as well as legal findings in cases in concert, legal systematics, level of synchronization, and legal history (Abdul Kadir, 2004). The approach used in this research is an approach to legal cases (case study) and a statutory approach regarding the responsibility of a Notary regarding the validity of an authentic deed that is canceled by a judge.

The data and data sources used in this research are primary data and secondary data. According to Umar (2003:56) primary data is data obtained directly in the field by researchers as an object of writing. An example of primary data is data obtained through interviews. The interviews conducted aim to obtain information regarding real-time data or data that continues to develop over time according to the research object being studied by asking several questions to the resource person, while according to Sugiyono (2013:62), secondary data is data that is not directly obtained by researchers, usually obtained through library/literature studies carried out on many books and also obtained from the internet.

The data collection techniques used in this research is library research and interviews to examine research objects that will be used as material for analysis. The data analysis technique used is qualitative data collection and prescriptive techniques to describe the responsibility of the Notary for the validity of the deed. which was made not in accordance with the wishes of the person present and was not signed in his presence.

RESULTS AND DISCUSSION

Notary's Authority in Making Notarial Deeds

According to legal science, deeds are divided into 2 (two) types, namely private deeds and notarial deeds. A Notarial Deed is a deed made by or before a Notary Public. The parties (persons) come to the Notary to have their wishes, statements or legal actions written down or formulated into a Notarial deed. The authentic definition of the meaning of a Notarial Deed can be seen in the provisions of Article 1 Number 7 UUJN which reads as follows:

"Notarial Deed, hereinafter referred to as Deed, is an authentic deed made by or before a Notary in accordance with the form and procedures stipulated in this law."

Meanwhile, a private deed, according to Article 1874 of the Civil Code, is a deed made by the parties themselves without the mediation of a public official (Notary). A private deed according to the provisions of Article 1875 of the Civil Code, if its truth is acknowledged by the parties who made it, has perfect evidentiary power, like an authentic deed. Thus, if there is a denial by the parties regarding the place, date of creation, content or signature in a private deed, the deed has the value of independent evidence or depends on the judge's assessment. Therefore, the deed must be supported by other evidence such as witnesses, confessions or allegations to support its evidentiary value.

Both notarial deeds and private deeds have the same philosophy, namely to explain an action or legal situation in order to create certainty. This philosophy is what encourages the position of these two deeds to be recognized as evidence in procedural law. This is also in accordance with the provisions of Article 1868 jo. 1870 Civil Code which determines that an authentic deed is a deed made by an authorized public official, made in a form determined by law, and has perfect evidentiary power.

Theoretically, evidence that has perfect evidentiary power means that the evidence is "complete" or "stands alone", does not require other evidence to support its evidentiary value, must be considered true until proven otherwise through a judge's decision. So, in terms of proving a Notary's deed as an authentic deed, it has the strength of external (*uitwendige bewijskracht*), formal (*formele bewijskracht*), and material (*materiele bewijskracht*) evidentiary value. Thus, notarial deeds have a very important role in legal transactions.

Authority comes from the word "authority" which means someone who is given the right and power to carry out something, whether from the legislative (by law) or administrative executive power. Authority can come from the scope of government, as well as public legal action, but is not limited to authority in making government/*bestuur* decisions, but in carrying out tasks stipulated by law. As for Article 15 UUJN which reads as follows:

"(1) The notary is authorized to make an authentic Deed regarding all acts, agreements, and stipulations that are required by legislation and/or which are required by those interested to be stated in the authentic Deed, guarantee the certainty of the date of making the Deed, keep the Deed, give *grosse*, copy and collection of the Act, all of that during the making of the Act is also not assigned or excluded to other offices or other persons designated by law.

Expressive *verbis*, UUJN has given attributive authority to Notaries to make an authentic deed, both regarding all actions, agreements, stipulations and/or what the parties want to be stated in the authentic deed. In principle, the Notary in making an authentic deed is obliged to listen to all the requests from the applicant, then after that it is poured into the Notary's deed and read by the Notary in front of the applicants and witnesses as stipulated in Article 16 paragraph (1) letter m of the UUJN which mentions:

"Reading the Deed in front of the witness with the presence of at least 2 (two) witnesses, or 4 (four) witnesses specifically for the making of the Will Act under the hand, and signed at the same time by the witness, the witness, and the Notary."

From the two articles above, it can be concluded that the Notary has an obligation to read the deed in front of the witnesses and the deed is signed at the same time by the witnesses, witnesses and Notaries, which means that the signing of the deed must be done in front of the Notary, not sent or entrusted to signed. The signing of the deed in front of the Notary has an important role in the process of making an authentic deed, without the signing of the deed, the authentic deed suffers degradation or a decrease in the power of proof to become a deed under hand if it can be proven in court (Muhammad Luthfan Hadi Darus, 2017).

The regulations regarding the Notary's obligation to read the deed are solely so that the presenter understands and understands the contents of the deed and ensures that all the contents of the deed are in accordance with the wishes of the presenter, so that neither party feels disadvantaged by the legal consequences of the contents of the deed, because of the responsibility A Notary is not only for himself or his professional colleagues, but must be responsible for the deeds he makes and clients who wish according to his wishes appear before the Notary to express their wishes in the Notarial deed. So the Notary's responsibility is in the form of civil responsibility. In this case, the Notary must be responsible for the material truth of the deed he or she makes, looking at the unlawful act, namely whether there are errors and losses incurred which not only violate the law but are contrary to morality, propriety and self-interest.

Appointment and Dismissal of Directors

PT in English terminology is called a Limited Company (Ltd) or in Dutch it is known as Naamlooze Vennotschap which is a capital partnership legal entity established based on an agreement which, in carrying out its business activities, has authorized capital and paid-up capital which is divided into shares. A company is said to be a legal entity if it meets the requirements and procedures for ratifying a Limited Liability Company, namely submitting a name, drawing up Articles of Association and ratification from the Ministry of Law and Human Rights of the Republic of Indonesia.

PT in its position as an artificial legal person is certainly different from humans in general who can carry out legal actions independently. Therefore, in carrying out its rights and obligations, PT is assisted by the organs as intended in the PT UUPT. Article 1 paragraph 2 of the PT UUPT states that the PT Organs consist of the GMS, Directors and Board of Commissioners. The GMS is a company organ whose authority is not given to the Directors or Board of Commissioners within the limits determined by the Company Law as regulated in Article 75 paragraph (1) of the Company Law which states:

"(1) The GMS has authority that is not given to the Board of Directors or the Board of Commissioners, within the limits specified in this law and/or the articles of association."

According to the provisions of Article 1 point 5 of the Company Law, the Board of Directors is tasked with managing a limited liability company, in accordance with the Company's aims and objectives and representing the Company both inside and outside the court under the supervision of the Board of Commissioners, while the Board of Commissioners is obliged to have good faith and be responsible in carrying out supervise and provide advice to the Board of Directors by taking into account the provisions in the Company Law.

The procedures for appointing Directors at a PT can be carried out through a General Meeting of Shareholders (GMS). The GMS determines the time when decisions on the appointment, replacement and dismissal of Directors will come into effect. If the GMS does not determine this time, then the decision will come into effect from the time the GMS closes. The term of office of Directors is regulated in the company's articles of association, but generally it lasts for 5 years and reappointment of Directors must be carried out through an extraordinary GMS. Directors can be dismissed at any time based on a GMS decision and stating the reasons, in which case the relevant Director is given the opportunity to defend himself at the GMS. If a decision is made outside the GMS, members of the Board of Directors are notified in advance and given the opportunity to defend themselves, however the opportunity to defend themselves may not be made if the person concerned does not object in accordance with Article 105 of the Company Law.

Notaries have an important role starting from the establishment stage (Article 7 paragraph 1 UUPT), GMS (Article 19 paragraph 1), and changes to the Articles of Association (Article 21 paragraph 4 and paragraph 5 UUPT) all of which must be stated in the Notarial deed, where the GMS must attended and witnessed by a Notary and written down in the form of a Deed of Minutes of the GMS which contains the proceedings of the GMS or often known as a Deed of Relaas, while the results of a GMS which is not attended by a Notary must be set out in the minutes of the GMS or known as a Circular Resolution of Shareholders in Lieu of the GMS (Article 21 paragraph 5 UUPT) which must be approved by 100% (one hundred percent) of shareholders. The results of the circular decision made privately will then be stated in an authentic deed in the form of a PKPS Deed or Deed of Amendment to the Articles of Association before a Notary.

The company's directors as the company's organs have the authority and responsibility for the management of the company, who will represent the company to appear before the Notary with the intention of putting the results of the Shareholders' Decision into a Notarial deed, so that the Notary only has authority to the extent of what the parties wish without changing, adding

or suggesting fill it into the deed. The Notary must pay attention to the completeness of the documents and procedures from start to finish to avoid errors in the contents of the deed which could result in sanctions for the Notary in the form of written warnings, temporary dismissal, honorable dismissal and dishonorable dismissal.

In the case of dishonorable dismissal, the authority is the GMS which still provides reasons for dismissing the Director and is given the opportunity to defend himself at the GMS (Article 105 paragraph (2) UUPT). If the decision to dismiss a member of the Board of Directors is made by decision outside the GMS (circular resolution), then the member of the Board of Directors concerned must be notified in advance about the plan to dismiss and given the opportunity to defend himself (Article 105 paragraph (3) UUPT), but the opportunity is not given. necessary if the person concerned does not object to the dismissal (Article 105 paragraph (4) UUPT).

Legal Consequences of Notarial Deeds that are not made in accordance with Legislative Regulations

A Notarial Deed is a deed made before an authorized official, the contents of which have been agreed upon by the parties making the deed. In making an authentic deed, a notary must act based on legal regulations to provide legal certainty for the parties, such as stating the time, day, date, month and year. The function of making a deed is to provide formal evidentiary power which explains that the parties appearing at the time stated in the beginning of the deed are in accordance with the procedures for making the deed. Therefore, the Notary when making an authentic deed must pay attention to the provisions of the applicable laws and regulations. In this case, the validity and legal force of the deed that has been made by a Notary that is not in accordance with the wishes of the person present and is not signed in the presence of a Notary is contrary to the provisions of the UUJN.

Notarial Deeds that are not signed in the presence of a Notary and reading of deeds that are not carried out in the presence of an audience and witnesses due to the Notary's negligence which is contrary to the UUJN and the Notary's Code of Ethics have implications for the deed that is made experiencing a decline in proof to become a private deed as stated in Article 16 paragraph (9) UUJN, because a Notarial deed is a means of evidence where to obtain perfect proof you must fulfill the procedural provisions and procedures for making a deed. If it is not fulfilled, then the deed in the court process can be declared as a private deed and can be canceled by the parties with a notarial deed or based on a court decision with the judge's consideration. As long as there is no court decision declaring the deed invalid or the deed is cancelled, the deed is still said to be valid.

Act against the law

In civil law, PMH is known as *onrechtmatige daad*. Article 1365 of the Civil Code regulates the meaning of PMH as follows:

"Every act that violates the law and brings loss to another person, requires the person who caused the loss through his fault to compensate for the loss."

From Article 1365 of the Civil Code, a person is said to have committed an unlawful act if the following conditions or elements are met:

1. the act is against the law;
2. there must be an error;
3. there must be a loss incurred;
4. there is a causal relationship between the action and the loss.

In connection with the article above, an authentic deed made by a Notary and proven to have committed PMH can be held accountable as a public official, depending on the nature of the violation and the legal consequences (Adjie, 2015). If the deed that has been made by the Notary is not in accordance with the wishes of the person present and is not signed in the

presence of the Notary, it will lose its authenticity and the Notary may be subject to civil sanctions, in the form of reimbursement of costs, compensation or interest and the party who is harmed by the deed made can sue civilly. against the Notary.

Civil sanctions are sanctions imposed on a Notary for his actions, Article 41 UUJN regulates that:

"Violation of the provisions as intended in Article 38, Article 39 and Article 40 results in the Deed only having evidentiary force as a private deed."

The PMH element carried out by a Notary regarding the making of a deed is regarding the Notary's actions which violate legal norms and violate the UUJN which regulates the authority, obligations and prohibitions of a Notary in making a deed. The form of PMH carried out by a Notary is that the deed is not attended face to face by the parties, the party's personal identity data is falsified, the data regarding the object of the agreement does not match the facts, and there are errors.

Implementation of Notary Unlawful Actions in Decision Number 46/Pdt.G/2023/PN Cbi

One of the agreements made by a Notary is regarding a PT, whether it is the establishment, changes to the articles of association, or changes to the Company's data, the Notary in making a deed regarding the PT must also pay attention to the Company Law, where in changing the articles of association or data in a company a General Meeting of Shareholders must be held. (GMS), in this case the GMS is held once within the time period specified in the Articles of Association or usually called the Annual GMS, while the Extraordinary General Meeting of Shareholders (EGMS) is a meeting between the company's shareholders, such as changes to the Company's Articles of Association, mergers, consolidation, takeover, bankruptcy, dissolution and so on. However, in practice it is difficult to hold a physical meeting, so Law Number 40 of 2007 makes it easier by making decisions outside the GMS or known as a circular resolution, but it must be approved by 100% (one hundred percent) of the holders. share.

Cases that have occurred related to the contents of the deed not being in accordance with the wishes of the applicant and not being signed in the presence of a Notary. A notary appointed and authorized to make a deed is reported by a President Director of a PT which is engaged in the purchase, sale, rental and operation of real estate, both owned and leased, and is a foreign citizen who wishes to dishonorably dismiss the existing Directors in the PT and wanted to make changes to the composition of the members of the Board of Directors and Board of Commissioners, for this purpose he asked his colleague for help to find a Notary in Indonesia to make the desired deed and in addition the plaintiff was not in Indonesia and did not understand Indonesian.

In making the PKPS Deed, the Notary did not provide legal counseling in the form of an explanation regarding the procedures for dishonorable dismissal of Directors in accordance with the Company Law and had to hold a GMS or Circular Resolution of Shareholders as a Substitute for the GMS which had to be approved by 100% (one hundred percent) of the shareholders. The amendment to the deed which did not comply with the procedure was sent to the Plaintiff who resides abroad to be signed without any explanation to the presenter regarding the contents of the deed as well as ignoring the reading of the deed in the presence of the presenter and witnesses regarding the authentic deed he made, even though this could give rise to legal consequences. for the Notary or the parties listed in the deed.

Thus, the changes to the Deed made by the Notary are different in content from the presenter's wishes that the shareholders approve the resignation of the Director of the PT, which should

be a dishonorable dismissal. The Director and Notary also do not explain the rules for dismissal of the Directors who must hold a GMS either directly or through circular, so that the deed that has been made by the Notary which has been accepted by the Ministry of Law and Human Rights regarding changes to the company's data is declared null and void and has no legal force, because the Notary has committed an Unlawful Act (PMH) which causes material and immaterial losses as stated in regulated in Article 1365 of the Civil Code which states:

"Every act that violates the law and brings loss to another person, requires the person who caused the loss through his fault to compensate for the loss."

Apart from the sanctions imposed on the Notary, there are also sanctions against the deed itself, namely that the deed is set aside as evidence that the deed is not binding on the judge because it is only a private deed and the deed can be canceled based on the judge's decision which has permanent legal force.

CONCLUSION

Making a Notarial Deed that is not in accordance with UUJN provisions has implications for an authentic deed that has perfect evidentiary power and does not require the addition of other evidence or has physical, formal and material evidentiary power in accordance with the provisions of Article 1886 of the Civil Code, becoming private evidentiary power. In addition, the Notary's actions can be qualified as unlawful acts in accordance with the provisions of Article 1365 of the Civil Code and can be held civilly liable because they have caused both material and immaterial losses to the parties listed in the deed.

The judge's consideration in deposing the witness who determined that the Notary had carried out PMH in Decision Number 46/Pdt.G/2023/PN.Cbi, namely the incompatibility of the Plaintiff's wishes with the contents of the PKKPS Deed which had been made by the Notary and then sent to the country where the Plaintiff resided remains without providing an explanation regarding the contents of the deed in question, thereby causing losses to the Plaintiff due to the inconsistency of the will, so that the deed is canceled which is a sanction for a legal act containing a juridical defect in the form of cancellation of a legal act based on the wishes of a certain party and the legal consequence of the cancellation is an action This law has no legal consequences since the annulment occurred, so that the state news issued by the Ministry of Law and Human Rights no longer has binding legal force.

REFERENCE

- Polak, Veegens Oppenheim. *Serba-Serbi Praktek Notariat*. (Bandung : Tan Thong Kie, 1987).
Mertokusumo, Sudikno. *Hukum Acara Perdata Indonesia*. (Yogyakarta: Liberty, 1993).
Tobing, G.H.S. *Peraturan Jabatan Notaris*. (Jakarta: Erlangga, 1996).
Ahmad Yani dan Gunawan Widjaja. *Seri Hukum Bisnis Perseroan Terbatas*. (Jakarta: Raja Grafindo Persada, 2000).
Notodisoerjo, Soegond. *Hukum Notariat di Indonesia Suatu Penjelasan*. (Jakarta: Rajawali Pers, 2006).
Asshidiqie, Jimly. *Menuju Hukum Yang Demokratis*. (Jakarta : Bhuna Ilmu Populer, 2009).
Budiono, Herlien. *Kumpulan Tulisan Hukum Perdata di Bidang Kenotariatan*. (Bandung: Citra Aditya Bakti, 2013).
Adjie, Habib, *Sanksi Perdata dan Administratif terhadap Notaris Sebagai Pejabat Publik*. (Bandung: PT Refika Aditama, 2013).
H.S, Salim. *Teknik Pembuatan Suatu Akta (Konsep Teoritis, Kewenangan Notaris, Bentuk dan Minuta Akta)*. (Jakarta: PT Raja Grafindo Persada, 2015).
P, Andi. *Apa dan Siapa Notaris di Indonesia?*. (Surabaya: Perwida Md Nusantara, 2015).

- Darus, Muhammad Luthfan Hadi. *Hukum Notariat dan Tanggung Jawab Jabatan Notaris*. (Yogyakarta: UII Press, 2017).
- Makarim, Edmon. *Notaris dan Transaksi Elektronik, Kajian Hukum tentang Cybernotary atau Electronic*. (Depok: Rajawali Pers, 2020).
- Wahyu Satya Wibowo et al. *Integritas Notaris Sebagai Pejabat Pembuat Akta Autentik dalam Undang-Undang Jabatan Notaris*. (Recital Review, Vol. , 2022).
- Indonesia, *Undang-Undang Dasar Negara Republik Indonesia 1945* (Lembaran Negara Republik Indonesia, No. 75, 1959).
- Indonesia. *Undang-Undang Nomor 40 Tahun 2007 tentang Perseroan Terbatas* (Lembaran Negara Republik Indonesia Tahun 2007 Nomor 106, Tambahan Lembaran Negara Republik Indonesia Nomor 4756).
- Indonesia, *Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris* (Lembaran Negara Republik Indonesia Tahun 2004 Nomor 117, Tambahan Lembaran Negara Republik Indonesia Nomor 4432).
- Indonesia, *Undang-Undang Nomor 2 Tahun 2014 tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris* (Lembaran Negara Republik Indonesia Tahun 2014 Nomor 3, Tambahan Lembaran Negara Republik Indonesia Nomor 5491).
- Darusman, Y.M. “Kedudukan notaris sebagai pejabat pembuat akta autentik dan sebagai pejabat pembuat akta tanah”. *Jurnal Hukum*, Vol 7 No.1.
- Admkn. “Perlunya Penguatan Kode Etik Notaris Dalam Pelaksanaan Jabatannya”. <https://mkn.unissula.ac.id/perlunya-penguatan-kode-etik-notaris-dalam-pelaksanaan-jabatannya/>.
- Kamus Besar Bahasa Indonesia. <https://kbbi.web.id/tanggung%20jawab>. 30 Juli 2024.
- Siti Badriyah. ”Kerangka Konseptual: Pengertian, Tujuan, dan Cara Membuat”. <https://www.gramedia.com/literasi/kerangka-konseptual/>.