
RESPONSIBILITIES OF A NOTARY PUBLIC VIOLATING THE CODE OF ETHICS BASED ON DECISION NUMBER 501/PDT/2020/PT.DKI AND DECISION NUMBER 294 K/TUN/2021

Carissa Dianputri¹, Rasji²

^{1,2} Universitas Tarumanagara, Indonesia

Email: : carissadianputri@gmail.com, rasji@fh.untar.ac.id

ABSTRACT

Notary is a public official who in its implementation makes an authentic deed where the authentic deed when made by a Notary is legally valid and can be used as a valid means of proof in the event of a dispute. Regulations related to Notaries have been regulated in Law Number 2 of 2014 Amendment to Law Number 30 of 2004 concerning Notary Offices. Notaries in carrying out their positions must also comply with the Notary Code of Ethics. As an example of a case taken in this author regarding a Tangerang city Notary named Muhammad Irsan was dishonorably dismissed because he signed outside his area of office and did not provide copies of the deed to the confronters. This type of research uses normative legal research with descriptive analysis. Secondary data used is through interviews, journals, books and laws and regulations. The results of the research are 1) The responsibility of the Notary in providing a copy of the deed to the visitors lies in Article 54 paragraph (1) of the Notary Position Law and 2) is a legal remedy that can be made by the visitors if the Notary violates his code of ethics, namely reporting or filing a lawsuit to the MPPN (Notary Central Supervisory Council). The confronters are entitled to their rights including the provision of copies of the deed from the Notary in accordance with Article 54 paragraph (1) of the UUJN.

KEYWORDS *Responsibility, Tangerang City Notary, Failure to Provide Copy of Deed, Attendants*



This work is licensed under a Creative Commons Attribution-ShareAlike 4.0 International

How to cite:

E-ISSN:

Published by:

Carissa Dianputri, Rasji (2024). Responsibilities of a Notary Public Violating the Code of Ethics Based on Decision Number 501/PDT/2020/PT.DKI and Decision Number 294 K/TUN/2021. *Journal Eduvest*. 4 (8): 2104-2112

2775-3727

<https://greenpublisher.id/>

INTRODUCTION

Notary is a public official who is the only authorized to make authentic deeds regarding all acts, agreements and stipulations required by those concerned to be stated in an authentic deed, guarantee the certainty of the date, keep the deed and provide a *grosse*, copy and excerpt, all insofar as the making of the deed by a general regulation is not also assigned or excluded to another official or person, while in Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning Notary Position Article 1 point 1 states that Notary is a public official authorized to make authentic deeds and other authorities as referred to in this law.

Notaries in carrying out their obligations must get protection in order to achieve legal certainty, so that the deeds made by notaries must have legal certainty for the parties concerned, besides that notaries are a profession where their position or position is very honorable and has a very noble task.

According to Boris Kozolchyk, "*A notary public is an official of integrity appointed by state government to serve the public as an impartial witness in performing a variety of official fraud deterrent acts related to the signing of important documents.*" The meaning of the sentence when translated into Indonesian is "Notary public is an official of integrity appointed by the state government to serve the public as an impartial witness in performing a variety of fraud deterrent acts related to the signing of important documents (Junaedi et al., 2023).

A notary in carrying out his duties to make authentic deeds, is obliged to carry out the obligations and provisions in the UUN (Notary Position Law). Notaries are required to act honestly, carefully, independently, impartially, and safeguard the interests of the parties involved in legal acts, in accordance with Article 16 of the UUN. Therefore, notaries must act carefully and meticulously in carrying out procedures to make authentic deeds.

The definition of an authentic deed in 1868 of the Civil Code, an authentic deed is a deed in the form prescribed by law, made by or before public servants authorized to do so in the place where the deed is made. The notary in this case then keeps the deed as a deed minute which is part of the notary protocol. The definition of an authentic deed theoretically is a letter or deed that was originally deliberately officially made for proof if one day a dispute occurs, dogmatically according to positive law authentic deeds are found in the Civil Code Article 1868, Het Herziene Indonesisch Reglement (HIR) Article 165, and 285 RBg, an authentic deed is a deed whose form is determined by law and made by or before an official authorized to make such deeds.

Legal protection of Notaries in carrying out their duties and authorities for the implementation of service functions and the achievement of legal certainty in providing services to the public, has been regulated and outlined in a separate law, namely Law Number 30 of 2004 concerning Notary Offices, which law has undergone changes with the promulgation of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004.

The establishment of the Notary Position Law, then the supervisor to oversee all the duties and positions of Notary is regulated in Article 67 of Law No. 2 of 2014 concerning Notary Position which states that "supervision of notaries is

carried out by the Minister". In carrying out this supervision, the Minister forms a Supervisory Council.

In Law Number 2 of 2014 amending Law Number 30 of 2004 concerning the Notary Position, the Notary Supervisory Council is a body that has the obligation or authority to carry out supervision and guidance of Notaries. There are 3 (three) Notary Supervisory Councils, consisting of the Regional Supervisory Council (MPW), Regional Supervisory Council (MPD), and Central Supervisory Council. The Regional Supervisory Assembly is an organization or body specifically assigned the task of supervising and fostering Notaries at the district/city level. The Regional Supervisory Assembly (MPW) is an organization or body specifically assigned the task of supervising and fostering Notaries at the provincial level.

Notary is an office or profession which has a code of ethics. According to the Big Indonesian Dictionary (KBBI): "a code of ethics is a norm or principle accepted by certain groups as a basis for behavior."

According to Abdulkadir Muhammad, a professional code of ethics is a norm or principle that can be accepted by a group of professions, then directs or instructs other members how to behave and ensures professional morals in society.

Notaries in carrying out their obligations there are violations or violate the law or who experience negligence can be followed up, if there are parties who feel aggrieved can make complaints to the Notary Supervisory Panel and the Police. Notaries who violate or neglect their duties or obligations in carrying out their positions and violate the Constitution of the Republic of Indonesia Number 30 of 2004 concerning the Position of Notary and other applicable laws and regulations, the Notary Supervisory Council is able to take firm action and impose sanctions, as well as provide recommendations to the Minister of Law and Human Rights to revoke the license of the offending Notary.

One example of a case is contained in the DKI Jakarta High Court Decision Number 501/PDT/2020/PT.DKI, namely Muhammad Irsan, S.H., he is a Notary who concurrently holds an office in Tangerang City, where he is an appellant who was originally the Plaintiff who had received a decision letter from the Notary Central Supervisory Panel dated December 24, 2018 that he was dishonorably dismissed by the Notary Central Supervisory Panel.

The Notary Examining Panel of Banten Province has obtained facts that Muhammad Irsan, S.H., as a Notary, has made Deed of Sale and Purchase Engagement number 31 on June 23, 2017, Deed of Sale and Purchase Engagement number 34 on June 23, 2017, Deed of Power of Attorney to Sell number 32 on June 23, 2017, Deed of Power of Attorney to Sell number 35 on June 23, 2017 which was signed at Pantai Indah Kapuk (PIK) North Jakarta and the parties were not in the same room and also he did not provide a copy of the deed to the complainant/parties.

The problem raised in this research is the responsibility of a notary who does not provide a copy of the deed to the confronters and the legal remedies that the confronters can take to obtain a copy of the deed, referring to the DKI Jakarta High Court Decision number 501/PDT/2020/PT.DKI. The purpose of this research is to find out how the notary's responsibility in the case and the legal steps that can be taken by the injured party. This research is expected to provide a theoretical contribution to legal science, especially in the field of notarial responsibility. Practically,

the results of this research are expected to be useful for notaries in understanding their obligations in providing copies of deeds. The conceptual framework of the research includes several main concepts, namely responsibility which includes conscious and earnest actions, the definition of notary according to KBBI, provisions regarding the provision of copies of deeds under the Law, and the definition of copies of deeds according to Law Number 30 Year 2004. Based on the above problems, this research is entitled, "Responsibility Of Notary Of Tangerang City By Not Giving A Copy Of The Deed To The Plaintiff".

RESEARCH METHOD

This research uses normative legal research, which according to Soerjono involves reviewing library materials or secondary data, as well as interviews. This research is descriptive, describing and explaining the facts or characteristics of the object systematically. The research approach used includes a statutory approach to review regulations related to legal issues, a conceptual approach based on legal expert opinions, and a case approach. Data collection techniques are carried out through document studies with content analysis. The data used is secondary data or library materials, including primary legal materials such as the 1945 Constitution, the Civil Code, and Law Number 2 of 2014. Secondary legal materials include research results and legal works, as well as tertiary legal materials such as dictionaries. The data analysis technique applied is qualitative analysis to produce analytical descriptive data based on written or oral statements from respondents.

RESULT AND DISCUSSION

Obligation of Tangerang City Notary in Providing Copies of Deed to the Attendants

Before a copy of the deed is issued, the minutes of the deed must first be signed by the parties, witnesses and the notary. The minutes of the deed must be made precisely because if not, the notary is considered not careful in carrying out his duties. An authentic deed is a deed made by authorized officials, including notaries, and must be in accordance with applicable laws and regulations. Article 165 HIR explains that an authentic deed is complete evidence between the parties and their heirs.

After the authentic deed is made and signed, the notary is obliged to keep the minutes of the deed in a special place and maintain its confidentiality according to Article 16 letter (f) UUUJN. The notary must make an authentic deed based on facts and direct testimony from the parties, and witness it himself with witnesses. Then, a copy of the deed is made from the minutes of the deed that has been signed and must be in accordance with the minutes of the deed.

Article 54 of the UUUJN states that notaries can only provide copies of deeds to interested parties, heirs, or those who acquire rights, unless otherwise regulated by laws and regulations. If notaries do not fulfill this obligation, they may be subject to criminal or civil sanctions. An example of a notary code of ethics violation case in Tangerang City is Muhammad Irsan, S.H., who was dishonorably dismissed for

not providing copies of the deed to the parties and signing the deed in an improper location.

The research included interviews with several interviewees, including Mr. Soeprapto, a notary in Central Jakarta, who emphasized that notaries are obliged to provide a copy of the deed to the relevant party in accordance with Article 54 paragraph (1) of UUJN. If the notary forgets to provide a copy of the deed, the relevant party can request it or report to the Central Supervisory Council of Notaries (MPPN). Notaries must also report deeds made every month to the Ministry of Law and Human Rights through an online website.

Ms. Tjempaka, a lecturer from Tarumanagara University, in her email interview, emphasized the importance of providing copies of deeds to relevant parties in accordance with Article 54 paragraph (1) of UUJN-P. She also stated that at the beginning of each month, notaries are required to report the deed to the Ministry of Law and Human Rights. If notaries unintentionally violate the code of ethics, they must report to the MPD with self-awareness.

If the notary fails to provide a copy of the deed, then the action must be studied as to why it occurred and adjusted to Article 54 paragraph (1) of UUJN-P. Notaries must keep all deed-related information confidential unless otherwise regulated by law. If negligent, the notary may be subject to sanctions in the form of a written warning, temporary dismissal, or dishonorable dismissal.

In carrying out his/her position, a notary is obliged to act trustworthy, honest, careful, independent, impartial, and safeguard the interests of the parties involved in legal acts. If said to be negligent in making an authentic deed, the notary has the right to prove that the deed made is in accordance with Article 38 of UUJN and Article 54 paragraph (1) of UUJN-P.

Notary Sanctions in the Form of Dismissal for Violation of the Code of Ethics Specifically in Not Providing Copies of Deeds to the Attendants

This research also invited Mr. Muhammad Irsan's attorney, Mr. Halim Darmawan. He is the attorney of Mr. Muhammad Irsan and also concurrently serves as a lecturer and rector of Pramita University Tangerang. In conducting the interview process, I went to the Tangerang District Court because he also served as a mediator judge.

He said that a Notary can sign in the office or outside the office based on the agreement of the parties who do not object. After the Notary's *draft* called *minuta* is given first to the parties to be read then a Notary clarifies in the *draft* that has been made the intent and purpose of the parties. A Notary / PPAT (Land Deed Official) based on the decision of the Ministry of National Land Agency, PPAT (Land Deed Official) / Notary works in the sub-district area covering the scope of the district / city outside the area is not allowed. A Notary / PPAT (Land Deed Official) in making an authentic deed, namely a Sale and Purchase Deed / Sale and Purchase Binding Agreement / Power of Sale and others needed by parties who want to bind themselves based on the Bond Law.

He said that if a Notary cannot accept files without the presence of the parties called *figures* with the form of documents submitted to the Notary, but must be examined or checked first to their respective agencies, for example KTP (Identity

Card) is *scanned* and must be checked first to the dukcapil (Population and Civil Registration Office), KK (Family Card) must be checked to the local village, the marriage certificate or marriage book must also be checked back to the respective agencies so that it can be accounted for later.

He said that Mr. Muhammad Irsan, S.H as a Notary, had been dismissed from his position by the Ministry of Law and Human Rights of the Republic of Indonesia dishonorably and there was an appointment of a Notary protocol holder to Susanty Surjani Raden, S.H., M.Kn, a Notary covering the area in Tangerang City. In the cassation decision number 294 K/TUN/2021, the appeal that had been submitted by the Ministry of Law and Human Rights of the Republic of Indonesia was rejected.

He said that if the MPPN (Central Supervisory Council of Notaries) with MPD (Regional Supervisory Council) when there are people claiming (form of complaint), they as supervisors of Notaries who are the arms of the Ministry of Law and Human Rights of the Republic of Indonesia, then a Notary is summoned to be examined in a code of ethics not dismissed. MPPN and MPD cannot dismiss unilaterally because they are only an arm of the Ministry of Law and Human Rights of the Republic of Indonesia and not a final decision, so Mr. Muhammad Irsan and his attorney, Halim Darmawan, filed a lawsuit because the MPPN and MPD's extension to the Ministry of Law and Human Rights is a *beschikking*, which is a one-sided legal action, *so they* filed a lawsuit and lost.

Problem Analysis

Notary's Responsibility for Not Providing a Copy of the Deed to the Attendants

Notary is a public official authorized to make authentic deeds regarding certain acts, agreements, and stipulations. Based on Law Number 2 Year 2014, Notary must guarantee the certainty of date, keep the deed, and provide the grosse, copy, and excerpt. In addition, Notaries are responsible for carrying out their duties in accordance with legal provisions and maintaining their integrity as witnesses in the signing of important documents.

In carrying out their duties, Notaries must act honestly, carefully, independently and impartially. They are obliged to draft an authentic deed based on true facts and ensure that the deed becomes valid evidence in the eyes of the law. The authentic deed must be made in accordance with the law, and the deed minutes (original deed) must be kept safely as part of the Notary protocol.

According to Article 1 point 8 of the UUJN, the minutes of the deed are the original deed that includes the signatures of the relevant parties, witnesses, and Notary. A copy of the deed is a printout of the deed minutes that must be given to interested parties. The content of the deed copy must be exactly the same as the deed minutes, even though it does not include the signature of the signing party.

Article 54 of the UUJN states that Notaries can only give, show, or disclose the contents of the deed to interested parties, heirs, or people who acquire rights. If Notaries fail to carry out this obligation, they may be subject to sanctions such as written warnings, temporary dismissal, or dishonorable discharge.

The case of Muhammad Irsan, S.H., a Notary in Tangerang City, shows a violation of the code of ethics and law for not providing a copy of the deed to the

relevant parties. In this case, he also signed the deed outside his area of office, which is a serious violation.

The theory of legal certainty according to Sudikno Mertokusumo and Kelsen emphasizes that the law must be carried out clearly and the applicable norms must be adhered to by the public and legal practitioners. Notaries must carry out their obligations in accordance with the UUJN to ensure legal certainty and protect the rights of interested parties.

In the event of a violation by a Notary, the aggrieved party can report to the Notary Supervisory Council (MPN). MPN is tasked with supervising and sanctioning Notaries who violate the code of ethics or the law. Legal protection for Notaries and the public is guaranteed by law to create justice and legal certainty.

Jan Michiel Otto defines legal certainty as a state in which there are concrete, clear, and recognized rules by the state, as well as state institutions that create and obey the rule of law. Citizens, including legal practitioners such as Notaries, must adjust their behavior to these rules. Article 67 paragraph (2) of UUJN stipulates that MPN and MPD are supervisors for Notaries who are sent by the Minister of Law and Human Rights of the Republic of Indonesia.

The theory of responsibility according to Titik Triwulan states that responsibility must have a legal basis that allows a person to sue others, and in turn gives birth to a legal obligation for those who are sued to take responsibility for their actions. A Notary should not accept documents without the presence of the relevant parties and must verify the documents to the relevant agencies so that they can be accounted for.

Abdulkadir Muhammad divides tort liability into three: liability for intentional acts, liability for negligence, and strict liability. The case of Muhammad Irsan, S.H who was dismissed for violation of the code of ethics illustrates these three types of liability, especially for signing outside the area of office and failure to provide copies of deeds to interested parties.

Philipus M. Hardjon states that the principle of legal protection for the people against government actions rests on the recognition and protection of human rights. MPPN and MPD play a role in examining violations of the Notary code of ethics and cannot dismiss Notaries unilaterally. MPPN and MPD are an extension of the Ministry of Law and Human Rights and can only provide recommendations, not a final decision.

Satjito Rahardjo added that legal protection involves the distribution of power to individuals to protect their interests. If there is a violation by the Notary, the aggrieved party can report to the MPPN or MPD. The theory of legal protection according to CST Kansil emphasizes that law enforcement officials must provide a sense of security against interference or threats from any party.

A lecturer from Tarumanagara University, Ms. Tjempaka, stated that legal certainty is when the law is executed and the decision can be implemented. Notaries must provide copies of deeds to interested parties in accordance with Article 54 paragraph (1) of UUJN-P. Kelsen's theory of legal certainty also supports that the rule of law must be obeyed by the community, including Notaries who must comply with the UUJN in carrying out their duties.

Utrecht argues that legal certainty means the existence of general rules, which allow individuals to know what they can and cannot do. Notaries must comply with the UUJN which requires them to provide copies of deeds to interested parties. In carrying out their duties, Notaries must be honest, trustworthy, and safeguard the interests of the parties involved in legal acts.

Legal certainty according to Jan Michiel Otto includes three main aspects: clear and recognized rules, institutions that create and enforce those rules, and citizens' compliance with the rules. Notaries must report deeds made every month to the Ministry of Law and Human Rights. Notary's responsibilities include making authentic deeds and providing copies of deeds to interested parties, and negligence in this regard can be sanctioned according to Article 54 paragraph (2) of UUJN.

According to the theory of legal protection, when Notaries are negligent in making authentic deeds, they have the right to prove that the deeds made are in accordance with legal provisions. Legal protection creates order and security, and allows individuals to enjoy their dignity as human beings. Notaries must maintain the confidentiality of deeds made and provide copies of deeds in accordance with the provisions of the UUJN.

Legal Efforts of the Attendants to Obtain a Copy of the Deed Based on the Decision of the DKI Jakarta High Court number 501/PDT/2020/PT.DKI

Basically, the Notary in carrying out the duties of his position is to make an authentic deed. Notaries must comply with the laws and regulations such as one example must comply with the Notary Position Law. Notaries in their position must be honest and trustworthy in making an authentic deed. According to Article 1868 of the Civil Code, "An authentic deed is a deed made in the form prescribed by law by or before a public official authorized to do so at the place where the deed is made." An authentic deed is a deed made in the form prescribed by law by or before a public official authorized to do so at the place where the deed is made. According to the Big Indonesian Dictionary (KBBI), a deed is a letter of evidence regarding a statement about a legal event prepared according to statutory regulations and authorized by an official.

There are two types of notarial deeds: Akta Partij (Parties) and Akta Relaas (Minutes). Partij deeds are made at the request of the relevant parties and contain their statements. An example of this is the Akta Pengikatan Jual Beli (PPBJ). Akta Relaas is made by a notary based on things he hears or sees, such as the minutes of a meeting (RUPS) of a company. A copy of the deed is a printout of the deed minutes that must be given to the parties after the deed is read. The content of the deed copy must be the same as the deed minuta, even if the signature is not included in the copy.

Notaries must comply with laws and regulations and the decisions of the Indonesian Notary Association (INI), which supervises and fosters notaries to maintain integrity. According to Sudikno Mertokusumo's theory of legal certainty, the law must be implemented and enforced so that everyone who is entitled by law can obtain their rights. Article 54 paragraph (1) of the UUJN stipulates that notaries are obliged to provide copies of deeds to the parties, and the copies do not have to be reported to the MPPN or MPD.

According to Kelsen's theory of legal certainty, legal norms must be adhered to by society. If notaries do not provide copies of deeds, they should be reported to the MPPN and re-examined. Utrecht adds that legal rules are general and should be known by everyone. Parties who do not get a copy of the deed can file a lawsuit by using a power of attorney.

Jan Michiel Otto defines legal certainty as the existence of rules that are clear, consistent, and recognized by the state. The government and citizens must adjust their behavior to these rules. Parties who do not get a copy of the deed from the notary can report to the MPPN. Judges must apply the rule of law consistently in resolving legal disputes.

The theory of responsibility according to Titik Triwulan states that responsibility must be based on the law, thus enabling a person to hold others accountable for their actions. Notaries must be responsible for making deeds and providing copies of deeds to the parties. Abdulkadir Muhammad divides responsibility in unlawful acts into three: intentional, negligence, and absolute. Notaries who do not provide copies of deeds can be reported to the MPPN and subject to sanctions.

Philipus M. Hardjon states that the principle of legal protection for the people rests on the recognition and protection of human rights. If the notary does not provide a copy of the deed after several requests, the parties can report to the MPPN for legal protection. Satjito Rahardjo added that legal protection involves the distribution of power to protect individual interests. Aggrieved parties can report to the MPPN or MPD. CST Kansil stated that law enforcement officers must provide a sense of security from interference and threats.

The case of notary Muhammad Irsan, S.H., who was dismissed by the Ministry of Law and Human Rights for violating the code of ethics, shows the importance of compliance with legal regulations. The theory of legal certainty according to Kelsen and Utrecht supports that the law must be obeyed, and notaries must be responsible for the deeds they make. Parties who feel aggrieved can report to the MPPN to obtain justice and legal protection.

CONCLUSION

Notary's Responsibility for Not Providing a Copy of Deed to the Attendants

Notaries are public officials or long hands of the government in making an authentic deed in which the Notaries in carrying out their duties and positions must comply with the Notary Position Law. Notaries in carrying out their positions must comply with the Notary Position Law.

A copy of the deed is a copy in which there is a sentence containing the phrase "given as a COPY with the same meaning" at the end of the deed. The copy of the deed that has been printed by the Notary must be in accordance with the minutes of the deed / original deed that has been signed by the faces, witnesses, and also the Notary.

The responsibility if the Notary does not provide a copy of the deed is contained in Article 54 paragraph (1) of the UUJN, which basically means that the Notary is obliged to provide a copy of the deed to the relevant faces.

Legal Efforts of the Attendants to Obtain a Copy of the Deed Based on the Decision of the DKI Jakarta High Court number 501/PDT/2020/PT.DKI

Legal remedies that can be taken if the Notary does not provide a copy of the deed are if one of the confrontants has followed the Notary's procedure in providing a copy of the deed, but the Notary concerned still does not provide it, then one of the parties who feel aggrieved can report or file a lawsuit to the MPPN (Central Supervisory Assembly of Notaries). After the parties report the Notary to the MPPN, the MPPN will examine the Notary for violations of the code of ethics.

Suggestions for Notaries If Notaries Do Not Provide Copies of Deeds to the Attendants

Notaries as a long arm of the government also in making an authentic deed must be more obedient to the laws and regulations, especially in the Notary Position Law. Notaries must provide a copy of the deed to the relevant confrontants.

Legal efforts that can be made by the visitors if the Notary violates his code of ethics are reporting or filing a lawsuit to the MPPN (Central Supervisory Council of Notaries). The confronters are entitled to their rights including the provision of copies of the deed from the Notary in accordance with Article 54 paragraph (1) of the UUN.

REFERENCES

- Junaedi, J., Dikrurohman, D., & Abdullah, A. (2023). Analysis of Social Change in Rural Communities Due to the Influence of Urbanization and Globalization in Indonesia. *Edunity Kajian Ilmu Sosial Dan Pendidikan*, 2(3), 431–441.
- Adjie, Habib. Sanksi Perdata dan Administratif Terhadap Notaris Sebagai Pejabat Publik. Bandung: PT. Refika Aditama, 2009.
- Adjie, Habib. Hukum Notaris Indonesia (Tafsir Terhadap UU No. 30 Tahun 2004 Tentang Jabatan Notaris). Bandung: PT. Refika Aditama, 2014.
- Azwar, Sarifuddin. Metode Penelitian. Yogyakarta: Pustaka Pelajar, 1998.
- Djamali, R. Abdoel. Pengantar Ilmu Hukum. Jakarta: PT Raja Grafindo Persada, 2000.
- Hamzah, Andi. Kamus Hukum. Indonesia: Ghalia, 2005.
- HS, Salim. Teknik Pembuatan Akta Satu “Konsep Teoritis, Kewenangan Notaris Bentuk dan Minuta Akta”. Mataram : PT. Raja Grafindo Perasada, 2015.
- Kozolchyk, Boris. Comparative Commercial Contracts: Law, Culture And Economic Development. United States of America: West Academic Publishing, 2014.
- Lickona, Thomas. Mendidik Untuk Membentuk Karakter, Bagaimana Sekolah dapat Memberikan Pendidikan tentang Sikap Hormat dan Bertanggung Jawab. Jakarta: Bumi Aksara, 2012.
- Marzuki, Peter Mahmud. Pengantar Ilmu Hukum. Jakarta: Kencana, 2008.
- Penelitian Hukum Edisi Revisi. Bandung: PT. Kharisma Putra Utama, 2015.
- Mertokusumo, Sudikno. Mengenal Hukum Suatu Pengantar. Yogyakarta: Liberty, 2007. Hukum Acara Perdata Indonesia. LIBERTY Yogyakarta, 1988.
- Prakoso, Abintoro. Etika Profesi Hukum (Telaah Historis, Filosofis dan Teoritis Kode Etik Notaris, Advokat, Polisi, Jaksa dan Hakim). Surabaya: LaksBang

Justitia, 2015.

- Rahardjo, Satjipro. *Sisi Lain dari Hukum di Indonesia*. Jakarta: Kompas, 2003.
- Soekanto, Soerjono. *Pengantar Penelitian Hukum, Cetakan kedua*. Jakarta: Penerbit Universitas Indonesia, 1982.
- Adije, Habib. “Undang-Undang Jabatan Notaris (UUJN) Sebagai Unifikasi Hukum Pengaturan Notaris”, *RENOVI*, Nomor 28. Th. III, (3 September 2005)
- Ayuningtyas, Pratiwi. “Sanksi Terhadap Notaris Dalam Melanggar Kode Etik”, *Repertorium: Jurnal Ilmiah Hukum Kenotariatan*, Vol. 9 No. , (30 November 2020)
- Dyani, Vina Akfa. “Pertanggungjawaban Hukum dan Perlindungan Hukum bagi Notaris dalam Membuat Party Acte”, *Lex Renaissance*, Vol. 1 No. 1 (Januari 2017): 162-176.
- Hendra, Rahmad. “Tanggungjawab Notaris Terhadap Akta Otentik Yang Penghadapnya Mempergunakan Identitas Palsu Di Kota Pekanbaru”, *Jurnal Ilmu Hukum*, Vol. 3 No. 1.
- Marbun, Ihdina Nida. “Jurnal; Tanggung Jawab Notaris”, *Jurnal Universitas Sumatera Utara Fakultas Hukum*.
- Suwardiyati, Rumi. “Konsekuensi Yuridis Minuta Akta yang tidak dimiliki Notaris dalam Pembuatan Salinan Akta”, *Kumpulan Jurnal Mahasiswa Hukum (2015) Indonesia*. Undang-Undang Dasar Negara Republik Indonesia Tahun 1945. Undang-Undang Nomor 2 Tahun 2014 Tentang perubahan atas Undang-Undang Nomor 30 tahun 2004 Tentang Jabatan Notaris. Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris.
- Auli, Renata Christha. “Mengenal Profesi Notaris dan Kode Etiknya” (On-line). Tersedia di <https://www.hukumonline.com/klinik/a/mengenal-profesi-notaris-dan-kode-etiknya-lt632d70d53e11f/> diakses 21 Juni 2023.
- Indra, Esty. “Sejarah Notariat” (On-line). Tersedia di <https://estyindra.weebly.com/mkn-journal/sejarah-notariat#:~:text=Setelah%20Belanda%20merdeka%20dari%20Perancis,Stb.no.%202020>, diakses 18 Agustus 2022.
- Kanwil NTB. “MPW dan MPD Notaris” (On-line). Tersedia di <https://ntb.kemenkumham.go.id/layanan-publik/pelayanan-hukum-umum/mpw-dan-mpd-notaris/majelis-pengawas-notaris> diakses 26 Mei 2023.
- Tim Hukumonline. “Tujuan Kode Etik Profesi Hukum dan Hambatannya” (On-line). Tersedia di <https://www.hukumonline.com/berita/a/kode-etik-profesi-hukum-lt62786fe247452?page=2> diakses 23 Mei 2023.