

A Review Of Supreme Court Of Indonesia Decision Number 1014 K/Pid/2013 On Notary Responsibilities In Making Deeds

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Abstract :

Article 84 and Article 85 of Law no. 2 of 2014 concerning changes to Law no. 30 of 2004 concerning the Office of a Notary stipulates that a Notary in carrying out his/her duties is proven to have committed an offense, so the notary may be subject to or be subject to sanctions, in the form of civil, administrative and ethical sanctions for the position of a Notary, and these sanctions have been regulated in such a way, both previously in Notary Position Regulations, and now in UUN and Notary Code of Ethics, and do not stipulate criminal sanctions against Notaries. In its application based on the Supreme Court Decision No. 1014 K/Pid/2013 that the Notary defendant was proven to have committed the crime of forging Authentic Deeds so that he was sentenced to imprisonment for 8 (eight) months. The problem in this study is about legal arrangements related to the forgery of deeds carried out by a notary, then legal responsibility by a notary in forging a deed, and the legal consequences of meeting minutes made not based on facts by a notary on the deed he made. The purpose of this study is to examine theory, concepts, legal principles, and statutory regulations from a normative juridical perspective. Results of the study were analyzed qualitatively. The purpose of this research is to determine the role that a notary plays in the transfer of these assets. Due to the intention or negligence of the notary when making an authentic deed, the notary can be held responsible for the contents of the deed. Furthermore, the forms of accountability that can be imposed on a Notary for the contents of an Authentic Deed that are not governed by the facts include Civil, Criminal, and Administrative/Code of Ethics responsibility. As a result of forgery of letters, the Notary's deed is null and void.

Keywords: Authentic Deed, Notary, Accountability, Forgery.

1. Introduction

Neither the Indonesian Law No. 30 of 2004 nor the Indonesian Law 2 of 2014 pertaining to the position of

Notary Public mention the application of legal sanctions. Notaries have become increasingly involved in criminal cases over the

past few years, both as witnesses and as suspects. An error in the content of the deed may lead to the involvement of a notary in a criminal case, regardless of whether it is the fault of the notary himself, the parties, or one of the parties failing to provide actual information or documents in order to cause harm to the other party as a consequence of the error (Saputro et al., 2021).

Notaries need to pay attention to the behavior of the Notary profession with the following elements: (1) having solid moral integrity; (2) must be honest with clients and oneself (intellectual honesty); (3) aware of the limits of their authority; and (4) not solely based on monetary considerations (Tedjosaputro, 1995).

In making authentic deeds, the Notary has the authority to the extent that making authentic deeds is not specific to other public officials under Article 15 UUJN, namely as follows:

1. A notary is authorized to make authentic deeds in connection with all actions, agreements, and stipulations. It is required by laws and regulations as well as what is desired by the interested party to be stated in an authentic deed, guarantee that the date of the deed can be verified, keep the deed, provide copies and quotations of the deed. As long as the making of the deed is not also assigned or excluded to other officials or other persons as prescribed by law (Khairul et al., 2019; Saputro et al., 2021).

2. In addition to the authority referred to in paragraph (1), the Notary also has the authority to:

- a. Validate signatures and determine the certainty of the date of private documents by registering them in a special book;
- b. Book private letters by registering in a special book;
- c. Make a copy of the original letter under the hand in the form of a copy containing the lines as written and described in the letter concerned;
- d. Verify the compatibility of the photocopy with the original letter;
- e. Provide legal counseling in connection with the making of the Deed;
- f. Make Deeds relating to land; or
- g. Make a deed of minutes of the auction.

3. In addition to the authorities referred to in paragraph (1) and paragraph (2), a Notary has other authorities as regulated in laws and regulations.

The act of making a fake letter is the act of making a letter that did not exist or did not exist before, the contents of which are partially or wholly fake. The letter resulting from this action is called a fake

letter. While the act of falsifying, is any form of action aimed at an existing letter, by deleting, changing, or replacing one of the contents of the letter so that it is different from the original letter .

One of the concrete examples of cases of criminal acts committed by According to the Supreme Court of the Republic of Indonesia's Decision No. 1014 K/Pid/2013, dated November 6, 2013, which dismissed a notary's cassation request in Surakarta so he was sentenced under Article 264 paragraph (1) of the Criminal Code concerning forgery of letters, and Article 184 of Law no. 8 of 1981 regarding Criminal Procedure Code. The defendant was sentenced to 8 (eight) months of imprisonment by Surakarta District Court Number: 83/Pid.B/2011/PN.Ska on 4 October 2012, and this sentence was strengthened by the decision of the Semarang High Court Number: 345/Pid/2012/PT.Smg on December 12, 2012. As a result of the public prosecutor's indictment against the Notary, namely primary violation of article 264 paragraph (1) of the Criminal Code pertaining to a Notary Deed containing legal defects resulting from the Notary's mistake in falsifying a letter regarding an authentic deed, the notary must be held liable for his mistakes (Saputro et al., 2021). In connection with the background above, the researcher discusses normative research with the title "**Accountability of a Notary Who Performs Forgery of Authentic Deeds (Case Study of Supreme**

Court Decision No. 1014 K/Pid/2013).

2. Formulation of the Problem

Based on the backgrounds above this bring formulation of the problems to be discussed in this research, namely:

1. What are the legal arrangements regarding the forgery of deeds carried out by a Notary?
2. What is the legal responsibility of a Notary in forging a deed?
3. What are the legal consequences of meeting minutes made not based on facts by a Notary on the deed he made?

3. Research Methods

The research method used in this study was a normative juridical research method. In accordance with laws such as the Law on the Position of Notary, Law No. 30 of 2004. Specifically, by Law No. 2 of 2014, the Criminal Code, the Criminal Procedure Code, the Criminal Code Civil Code, Supreme Court decisions, theories, concepts, and principles of law.

4. Discussion

4.1. Legal Arrangements Regarding Forgery of Deeds Made by Notaries

The followings are several legal arrangements regarding Notaries who committed forgery:

- a. Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary

In Article 1 point (1)

of the Law -Law Number 2 of 2014 explains that a Notary is a public official authorized to make authentic deeds and has other authorities as referred to in this Law or based on other laws. This definition refers to the duties and powers of a Notary. Notary as a public official and has the authority to make authentic deeds and other authorities regulated by Law Number 2 of 2014 concerning Notary Position (Anshori, 2009).

Based on Article 52 paragraph (1) UUJN, "Notaries are prohibited from making deeds in certain circumstances such as making a deed for themselves and their own families." If a Notary violates Article 52 paragraph (1), based on Article 52 paragraph (3), the Notary will be subject to civil sanctions by "paying fees, compensation and interest to the appearers and the consequence are that the deed made only has the power of proof as a deed under hand."

The notary is also no longer authorized to make deeds if the notary concerned is temporarily dismissed. The temporary dismissal of a Notary is regulated in Article 9 paragraph (1) UUJN as follows:

Notary is temporarily dismissed from his/her

position due to:

- 1) in the process of bankruptcy or postponement of debt payment obligations;
- 2) under guardianship;
- 3) committing a disgraceful act;
- 4) violating the obligations and prohibitions of office as well as the Notary's code of ethics; or
- 5) currently in detention.

In the Supreme Court Decision Number 1014k/pid/2013 which is being examined by the Author, it is explained that Notary Ninoek at the time of issuing the Deed of Minutes of Meeting Number 58 dated 15 April 2008 was not based on actual legal facts but had made it in draft form beforehand (Ananta et al.,

2021). before a meeting or meeting at Robby Sumampow's house in the Hailai Complex on Jalan Adi Sucipto Noomr 146, Jajar Village, Laweyan District, Surakarta City. Whereas in the Deed of Minutes of the Surakarta Social Bhakti Foundation Number: 58 dated 15 April 2008 explained that he had attended and appeared before Notary Ninoek Poernomo, SH, the parties, namely the entire Foundation Trustees and the Foundation's Management Board, was not in accordance with the actual reality and there was no events as stated in the Deed. in fact, when the deed was still in draft form, it was signed by members of the Board of Trustees, one of whom was Prijo Pranoto, but the deed underwent changes without the correct mechanism with the changing of Prijo Pranoto's name to Ngoe Sioe Boo alias Harno Saputro in the same position as Founder Member of the Foundation. Furthermore, in the Deed of Minutes of the Surakarta Social Bhakti Foundation Meeting Number: 58 there is also the signature of Prijo Pranoto, where the person concerned died on February 28 2008, while the Deed is dated April 15 2008 So that the actions of Notary Ninoek are deliberately violating the principle of accuracy and causing material and immaterial losses.

4.1.1.Law Number 1 of 1946 concerning Criminal Code
The Criminal Code (KUHP) is divided into 3 (three) books namely Book I regarding general provisions which contain legal principles of crime, Book II dealing with certain criminal acts that fall into the

category of crimes, and Book III containing violations. In books II and III of the Criminal Code, it turns out that there are elements that are always mentioned in each of its formulations. Based on Chazawi (2002) from the formulations of certain crimes in the Criminal Code, it can be seen that there are 11 elements of criminal acts, namely:

- a. Behavioral elements;
- b. Elements against the law;
- c. error element;
- d. Elements of constitutive consequences;
- e. Accompanying elements of existence;
- f. Elements of additional conditions for being prosecuted criminally;
- g. Elements of additional conditions to aggravate the sentence;
- h. Elements of additional conditions for being sentenced;
- i. Elements of criminal law objects;
- j. Elements of the quality of criminal law subjects;
- k. Elements of additional conditions for mitigating sentences.

4.1.2. Article 263 of the Criminal Code

In Article 263 of the Criminal Code, the crime of forging letters in general is a forgery of letters in the main form (standard form) which reads as follows:

- 1) Anyone who makes a fake letter or falsifies a

letter that can give rise to a right, agreement, or debt relief, or which is intended as evidence of something to use or order someone else to use the letter as if the contents were true and not forged, shall be punished if said use could result in a loss due to forgery of the letter with a maximum imprisonment of 6 years;

- 2) Any person who deliberately uses a forged document or one forged as if it were genuine shall be punished with the same penalty if the use of said letter can cause harm.

The above elements in criminal law are related to criminal responsibility or the ability to be responsible for criminals. From the words "with intent (Article 263 Paragraph (1) of the Criminal Code) and intentionally (Article 263 Paragraph (2) of the Criminal Code)" the criminal responsibility formulated in Article 263 of the Criminal Code is responsibility based on mistakes, whether intentional or negligence.

4.1.3. Article 264 of the Criminal Code

In Article 264 of the KHUP, it is formulated as follows:

- (1) Forgery of letters is punishable by

imprisonment for a maximum of 8 (eight) years, if committed against:

- a. authentic deeds;
- b. debentures or debt certificates from a country or its parts or a public institution;
- c. share certificate or debenture certificate or share certificate or debt from an association, foundation, company, or airline;
- d. talon, proof of dividends or interest from one of the letters described in b and c, or proof issued instead of said letters;
- e. letter of credit or trade letter intended for circulation;

- (2) Punished with the same penalty whoever intentionally uses said letter in the first paragraph, the contents of which are not original or forged as if they were true and not forged, if the use of said letter can cause harm.

It can be clearly distinguished that the crime of forging an authentic deed is legally heavier than the punishment for the crime of forging ordinary letters contained in Article 263 of the Criminal Code because an authentic deed contains greater confidence in the truth of its contents. Authentic

deeds have a higher level of truth than ordinary letters or other letters, so it is deemed necessary to increase the maximum penalty threat (Sianturi, 1989).

4.1.4. Article 266 of the Criminal Code

The provisions in Article 266 state as follows:

1. Whoever ordering to place a false statement in an authentic deed regarding an incident in which the truth must be stated in the deed, with the intention of using or instructing other people to use said deed as if the statement matched the truth, then using it can result in a loss, is sentenced to imprisonment for seven years.
2. The person who deliberately uses the deed as if the contents were in accordance with the truth is threatened with the same punishment, if such use may cause losses.

4.1.5. The State Gazette (Staatsblaad) Number 23 of 1847 concerning Burgerlijk Wetboek Voor Indonesie

According to Article 1320 of the Civil Code, to determine the validity of an agreement, 4 (four) conditions

must be met, i.e. (Harahap, 1986):

1. The agreement of those who bind themselves
2. The ability to make an agreement
3. A certain thing
4. For what is lawful

These four conditions are conditions that must be met in an agreement, meaning that every agreement made must fulfill these four conditions so that an agreement becomes valid. This article is also supported by Article 1338 paragraph 1 which states that all agreements made legally apply as laws for those who make them. Of the four conditions mentioned above, it can also be distinguished into 2 (two) categories, i.e.:

1. The first and second conditions are called subjective conditions because they involve the person or persons who agree.
2. The third and fourth conditions are called objective conditions because they relate to the agreed action.

There is no way for a judge to cancel a notarial deed if he does not request that the deed be canceled, because a judge cannot make a decision that is not requested. A civil lawsuit can be filed in court in order

to cancel the deed according to the authority of civil judges. Upon the request of the injured party (the victim), the notary deed may be canceled by the judge if there is evidence against it. According to the law, a notarial deed is a written document that is binding and has perfect evidentiary power. As a result, it is still possible to be paralyzed by opposing evidence, most notably by filing a lawsuit in court to annul the deed. According to Article 138 RBg, "if one party disputes the truth of the statement submitted by the other party, the district court may examine the issue; after the examination, it must be decided whether the letter may be used" (Arly & Ariani, 2021).

If we look again at the Decision of the Panel of Judges of the Supreme Court in Case Number 1014K/Pid/2013 which rejected the Cassation request from the Cassation Petitioners: Public Prosecutor/Prosecutor and Defendant Notary Ninoek Poernomo, SH so that the Notary was sentenced under Article 264 paragraph (1) of the Criminal Code concerning forgery of letters. The reason behind the defendant's falsification of the Minutes of the "Bakti

Sosial Surakarta" Foundation meeting was that the Minutes were to be used to submit the Foundation's approval to the Ministry of Law and Human Rights (then called the Department of Law and Human Rights). To adjust the Bhakti Sosial Foundation to obtain approval as a legal entity, the Letter of Establishment of the Foundation has not yet been obtained, because there have been several revisions from the Ministry of Law and Human Rights of the Republic of Indonesia regarding the form and several articles made by the Defendant.

Based on the description above, it can be concluded that several arrangements related to the forgery of deeds carried out by a Notary are as follows:

1. Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public
2. Law Number 1 of 1946 concerning the Book of Laws Criminal, especially in:
 - a. Article 263 of the Criminal Code
 - b. Article 264 of the Criminal Code

- c. Article 266 of the Criminal Code
 - 3. Staatsblaad Number 23 of 1847 concerning Burgerlijk Wetboek Voor Indonesia.
- 4.2. Legal Responsibility by a Notary in Forgery of Deeds
 - 1. Indicators of Responsibility of a Notary for the Contents of an Authentic Deed
 - a. There is Intentional Notary's
 - b. Negligence by a Notary
 - 2. Form of Notary's Responsibility for the Contents of an Authentic Deed that Does Not Conform to the Facts
 - a. Civil Responsibility

The form of a notary's responsibility in civil law matters is based on the description of the deed made by a notary relating to civil matters, namely regarding agreements made by two or more parties even though they can be made unilaterally. The law of engagement was born because of the agreement of both parties that the law is only possible and can be changed or replaced or declared invalid, only by those who make it (Notodisuryo, 1993). Based on Article 1338 of

the Colonial Regulations, Staatsblad Number 23 of 1847 concerning Burgerlijk Wetboek voor Indonesie (BW)/Book of the Civil Code (hereinafter referred to as the Civil Code), stipulates that:

"All agreements made under the law apply as laws for those who make it. This agreement cannot be withdrawn other than by agreement of both parties, or for reasons determined by law. An agreement must be executed in good faith."

The provisions above are very closely related to the making of an authentic deed where a deed cannot be canceled if there is an error/legal procedure, except by making corrections/improvements, or in other words, it can only be done by making a deed of amendment to correct existing errors. The wrong deed must remain and be stored in the deed-making protocol (Syahrani, 1989).

Furthermore, for every error contained in an authentic deed causing a loss, the party who feels aggrieved must prove the location

of the misinformation in the contents of the authentic deed, as based on Article 1865 of the Civil Code, which stipulates that:

"Anyone who claims to have a right, or designates an event to confirm that right or to dispute a right of another person, must prove the existence of that right or the event that is stated.

Therefore, if a party feels that their rights have been harmed but cannot prove that there was an element of violation, then the court will not grant the claim for compensation from that party.

b. Criminal Responsibility

The form of notary responsibility in criminal law cannot be based on the description of the deed made by the notary because the notary only records what the parties propose to include in the deed. False information caused by the parties in providing information or documents is the responsibility of the parties (Mamminanga, 2008).

On the other hand, notaries get legal protection in their capacity as public officials, as based on Article 50 of Law no. 1 of 1960, stipulates that "whoever commits an act

to carry out the provisions of the law, is not punished".

From the description above, it can be understood that what a Notary can be responsible for is his involvement in committing a crime and not because of his obligation to provide the information desired by the parties in making the deed (Notodisuryo, 1993).

c. Administrative Responsibility

In addition to civil and criminal sanctions, the form of responsibility of a notary who commits a violation is administrative sanction. As for administrative sanctions for notaries based on Article 91A of Law no. 2 of 2014, stipulates that:

"Provisions regarding the procedure for imposing sanctions as referred to in Article 7 paragraph (2), Article 16 paragraph (11) and paragraph (13), Article 17 paragraph (2), Article 19 paragraph (4), Article 32 paragraph (4), Article 37 paragraph (2), Article 54 paragraph (2), and Article 65A are regulated in a Ministerial Regulation."

Considering the above provisions, the Minister of Law and Human Rights of the Republic of Indonesia issued Regulation 61 of 2016 concerning the Procedures for Imposing Administrative Sanctions on Notaries (hereinafter referred to as the Regulation of the Minister of Law and Human Rights (Permenkumham) No. 61

of 2016) has been issued (Ananta et al., 2021). According to Article 7 paragraph (2) of Law No. 2 2014, in conjunction with Article 3 of the Regulation of the Minister of Law and Human Rights (Permenkumham) No. 61 of 2016, administrative sanctions include:

- a. Written warning;
- b. Temporary stop;
- c. Honorable discharge; or
- d. Dismissal.

Thus, the Decision of the Panel of Judges of the Supreme Court in Case Number 1014K/Pid/2013 which rejected the cassation request from the Cassation Petitioners: Prosecutor/Public Prosecutor and Defendant Notary Ninoek Poernomo, SH so that the Notary was sentenced under Article 264 paragraph (1) of the Criminal Code concerning letter forgery dated 4 October 2012, the defendant was sentenced to imprisonment for 8 (eight) months and must be criminally responsible for his actions for 8 (eight) years in prison

4.3. Legal Consequences of the Minutes of Meeting Made Not Based on Facts by a Notary on the Deed He Made

In this thesis research, legal facts based on Case Decision Number 1014

K/pid/2013, which states that against the defendant as Notary Defendant Ninoek Poernomo, SH, has been proven legally and convincingly guilty of committing the crime of falsifying the contents of the letter/deed which were not by the truth, where the Defendant made the Minutes of the Meeting and after being studied by the parties, that the contents of the list of attendees in the Minutes of the Meeting were not under the actual reality and there was no incident as stated in the deed.

Based on the description of the legal facts above, the actions committed by Defendant Notary Ninoek Poernomo, constitute the non-fulfillment of the legality requirements for the existence of a notarial deed. Regarding the deed made by (door) or before (ten overstaan) a public official, it is obligatory to make it before or by a public official (openbaar ambtenaar). The word "before" indicates that the deed was made at someone's request, while the deed was made "by" a public official because of an incident, examination, decision, and so on (meeting minutes, money order protests, etc.).

What is meant by a Public Official (openbaar ambtenaar)? A person becomes a public official if he is appointed and dismissed by the government and is given the authority and obligation to serve the public in certain matters.

Therefore, he participates in carrying out the authority (gezag) of the Government. Public officials are not the same as civil servants, although civil servants have to serve the public, they are not public officials as meant in Article 1868 of the Civil Code. So, only public officials within the meaning of Article 1868 of the Civil Code have the right to make authentic deeds, which could be civil servants, for example, Civil Registry Employees. Between civil servants and the government, there is an official relationship (dienstbetrekking) which is regulated in laws and regulations regarding civil servants. This does not apply to notaries, who, although appointed and dismissed by the government, these regulations do not apply to them. So, it can be said that a notary is an ordinary private person, but has important powers and obligations that are not found in ordinary private people. A notary must uphold the dignity of his position. The scope of the authentic deed must be desired by the parties or interested parties and if by law (algemeine verordening) the matters mentioned above must be stated in the authentic deed.

Thus, the legal consequences of an authentic deed that had been falsified by the defendant as Notary Ninoek Poernomo, based on the Decision of the Panel of Judges of the Supreme Court in Case

Number 1014K/Pid/2013 related to his action of amending or changing the contents of the agreement so that it is inauthentic and only has the power of deed made privately if the deed is signed by the appearers. So that the actions, agreements, or provisions stated in the deed are considered invalid.

5. Conclusion

Based on the description above, it can be concluded that several points to answer the formulation of the problem studied are as follows:

1. Legal arrangements related to the criminal act of counterfeiting are regulated in:
 - (1) Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary
 - (2) Law Number 1 of 1946 concerning the Criminal Code, especially in: Article 263, Article 264 and Article 266 of the Criminal Code.
 - (3) The State Gazette (Staatsblaad) Number 23 of 1847 concerning Burgerlijk Wetboek Voor Indonesia
2. Notaries can be burdened with responsibility for the contents of authentic deeds, such as:
 - (1) The presence of deliberate action from

- the Notary
- (2) The presence of negligence from the Notary
 - (3) Forms of responsibility that can be borne by the Notary for the contents of the Authentic Deed that are not by the facts, including civil responsibility, Criminal, and Administration/Code of Ethics.
3. Legal consequences of minutes of meeting made not based on facts by a Notary on deed based on the Decision of the Panel of Judges of the Supreme Court in Case Number 1014K/Pid/2013 based on Article 264 paragraph (1) of the Criminal Code on Notary Deeds containing legal defects that occurred due to a Notary's mistake falsifying a letter regarding an authentic deed, then the Notary must be held accountable for the mistake. This makes the deed made by the Notary null and void by law due to the element of forgery of letters.

Authors' Contributions

: All authors contributed equally to the conception and design of the study

Competing Interests

: The authors declare that they have no competing interests.

Transparency : The

authors confirm that the manuscript is an honest, accurate, and transparent account of the study; that no vital features of the study have been omitted; and that any discrepancies from the study as planned have been explained.

Ethical : This study followed all ethical practices during writing.

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