

Legal Consequences and Legal Liability for Authentic Deals Made By Notaries During Leave Time

Nicolaas Sugiharta¹ Amad Sudiro^{1*}

¹Faculty of Law, Universitas Tarumanagara, Jakarta 11440, Indonesia

*Corresponding Author. Email: ahmads@fh.untar.ac.id

ABSTRACT

UUJN Article 15 point 1 states that: "Notary of authentic deed correction ...", to ensure certainty, order and legal protection required authentic written evidence about the creation, agreement, stipulation, legal events made before or by officials. which fires. In the case adopted by the author, there was a notary who did a written work on a deed during his leave. What is the legal effect if a notary makes an authentic deed during his leave period? What is the legal responsibility if a notary makes an authentic deed during his leave period? If a notary being on leave makes an authentic deed, the power of proof of the deed will be degraded into like an underhand deed. A notary being on leave but has made a deed, can be considered to have committed negligence, therefore he can be held accountable in civil, criminal and administrative ways.

Keywords: *Legal Consequences; Legal Responsibility; Authentic Deed*

1. INTRODUCTION

The law was born because of the relationship between one individual and another, so it is increasingly clear that fellow individuals are interconnected and have bonds with each other. In Law Number 2 Year 2014 regarding the Amendments to Law Number 30 Year 2004 regarding the Position of a Notary, hereinafter referred to as UUJN, states that: "The Republic of Indonesia as a legal state based on Pancasila and the 1945 Constitution of the Republic of Indonesia guarantees certainty, order and legal protection for every citizen". Everything that is done by every individual who is part of a social society will never be free from responsibility.

In order to ensure certainty, order and legal protection, authentic written evidence is necessary related to the actions, stipulations, agreements, and legal events made prior to or by an authorized official. In this case, one of the authorized officials is a notary, as a public official who carries out the profession in providing legal services to the community, needs to get protection and guarantees in order to achieve legal certainty. Notary is a double-faced position, on the one hand he is the holder of state office on the other hand he is the executor of the profession. But basically, the same is to regulate legal relations in writing between various parties. Where the implementation is based on the request coming from the interested parties, if they want an amicable (peaceful) settlement.

In Indonesia, the need for a notary and Land Deed Making Officer (PPAT) is inevitable. In this case, these needs can vary from the establishment of a limited liability company (PT), making a deed, document legalization, waarmarking

and other services. Not only in the business world but also for personal needs such as making an inheritance deed, grant deed, transfer of name certificates, checking land certificates and others. Notaries and PPAT are inseparable, because they are important to the people in Indonesia.

According to UUJN Article 1 determines that: "Notary is a public official who is authorized to make authentic deeds and has other authorities as referred to in this Law or based on other laws". Regarding "public official" it is defined as an official who is entrusted with the task of making an authentic deed serving public interest, and such qualifications are possessed by a notary.

UUJN Article 15 point 1 also states that: "A notary has the authority to make an authentic deed regarding all acts, agreements, and stipulations required by laws and/or desired by the interested parties to be stated in an authentic deed, guaranteeing the certainty of the date of making the deed, keep the deed, provide grosse, copies and quotations of the deed, all of that as long as the making of the deed is not assigned or excluded to other officials or other people stipulated by law".

Making authentic deeds is necessary by laws and regulations for creating certainty, order and legal protection. A notarial deed as an authentic deed is made according to the forms and procedures stipulated in Article 38 to Article 65 of the UUJN. A deed becomes authentic if it meets the conditions determined by law, therefore a notary in running his duties, is mandated to: ... carry out his duties with full discipline, professionalism, and his moral integrity should not be doubted.

There are several notaries who use their leave rights, so the notary must immediately assign a substitute notary as a condition so that the notary concerned can take his leave

rights. With the notary's leave, in running his duties as a notary, it is transferred to a substitute notary. A notary as an official on leave is not allowed to make an authentic deed, until the time his leave ends.

The Notary Code of Ethics is formulated as the overall moral code determined by the Indonesian Notary Association (INI). The Code of Ethics applies and applies to each and all members of the association that must be obeyed in carrying out their duties as a notary. Each holder and performer of notary positions as members of the association are also bound by organizational discipline, namely the compliance of members of the association in order to fulfill obligations, especially administrative obligations and financial obligations regulated by the association.

A notary really needs to know and understand the code of ethics, which regulates actions which if violated will get sanctions imposed. To enforce the code of ethics, an honorary council is formed serving as a tool for the association as an independent body or institution and is free from parties in the association.

In the case adopted by the author, there was a notary committing a violation by making a deed during his leave period. This happened when the VA as the owner of the collateral in the Deed of Agreement to Open a Work Credit or Fixed Credit Overeencomst (CO) Number 52, dated 26 May 2016 drawn up before MR as a South Jakarta Notary who was on leave from 25 May 2016 until dated May 25, 2018, which resulted in losses for the owner of the collateral together with her husband, namely GD.

In the Deed of Agreement Number 52 it is written that the owner of the collateral and his husband attended, which in fact the parties (owner of the collateral) never met the MR notary. In addition, the sentence is also written, namely: "..... read in front of the parties." Meanwhile, there has never been a meeting between the parties and the notary mentioned above. The Deed of Agreement Number 52 was made to serve as the basis for making a Power of Attorney to impose Mortgage Rights (SKMHT) by a Notary Substitute for MR. This is also the basis for making the Deed of Granting Mortgage (APHT) and was also used by Bank BRI Cempaka Mas Branch to conduct an auction of VA's collateral on August 23, 2019 at the Bogor State Property and Auction-Service Office (KPKNL). Based on the description of the background above, the author is interested in further analyzing this matter with the title of writing namely Legal Consequences and Legal Responsibility for Authentic Deeds Made by Notaries During Leave.

Responsibility Theory, Authority Theory and Legal Assurance Theory become the theories applied in this paper. A normative-legal research method or normative-juridical research s used in this paper. In this method the collection of legal materials is carried out in the following ways: The type of research used in this paper is normative-legal research. In connection with the research method, the authors need relevant secondary data, which the authors have collected through literature study, which includes: primary legal materials, secondary legal materials and tertiary legal materials. In this research, the data collection

tools used are library research and case approach. The data analysis technique used by the author in this study is the qualitative-normative analysis method.

2. PROBLEM

Based on the above background, the following problems are formulated: 1. What are the legal consequences if a notary makes an authentic deed during his leave period? 2. What is the legal responsibility if a notary makes an authentic deed during his leave period?

3. DISCUSSION

3.1. Legal Consequences on Authentic Deeds Made by Notaries During Leave

An authentic deed is a perfect proof of what is contained in it. According to Prof. Sudikno Mertokusumo said that the power of perfect proof contained in an authentic deed is a mix of several strengths of proof and the requirements contained in it. The inexistence of any of power of proof or these requirements will end in an authentic deed not having a perfect and binding proof value, hence the authenticity of the deed will be lost and it will not become an authentic deed any longer.

The legal consequences of a notarial deed remain attached as long as the notarial deed is not changed or cancelled by the parties who bind themselves in the notary deed. This means that even though the notary who made the deed has ended his term of office, the notarial deed made remains valid as law for those who made it. As for the notary, he is only responsible for the formal deed he made, not for the contents of the deed.

Even though a notarial deed is perfect evidence, in practice a notary deed can experience degradation or a decrease in the strength of the evidence. The degradation of a notary deed is defined as a notarial deed that cannot be treated as an authentic deed but is considered to be written under the hand, which is due to a violation of the provisions contained in the Civil Code, Article 1869, which states that: "One deed cannot be treated as an authentic deed, either because the incompetence or incompetence of the public official concerned or because of a defect in its form, has the power as a handwritten note if it is signed by the parties."

Article 1869 of this Civil Code contains provisions that a deed does not contain authentic evidence and only has private evidence in the cases of:

- a. The General Officials have no authority to make the deed;
- b. General officials have no competence to make the deed;
- c. Defect in shape.

UUJN, Article 84, which reads: "Actions of violations committed by a notary against the provisions referred to in Article 16 paragraph (1) letter i, Article 16 paragraph (1)

letter k, Article 41, Article 44, Article 48, Article 49, Article 50, Article 51, or Article 52, which results in a deed only having the power of proof as an underhand deed or a deed being null and void by law, can be a reason for the party suffering losses to demand reimbursement of costs, compensation and interest from a notary.”

If certain articles in the UUJN are violated, then the deed produced from these articles will have the strength of evidence under the hand. These violations include: Formalities in the form of a notary deed (vide Article 38 UUJN); Requirements to appear before a notary (see Article 39 UUJN); Requirements for a notary witness (vide Article 40 UUJN); Requirements for reading a notary deed (vide Article 44 UUJN); Conditions for changing/correcting the contents of the deed (see Article 48,49,50 UUJN).

Thus, an authentic deed is considered to be made under the hand if: In the case of a legal act by law it is not needed to be stated in an authentic deed. If the deed loses its authenticity due to non-fulfillment of the formal requirements referred to in Article 1869 of the Civil Code jo. UUJN However, the private deed must be signed by the parties. As long as the change or degradation from an authentic deed to a private deed does not cause any harm, the notary concerns cannot be held legally responsible through the Civil Code, Article 1365.

Therefore, the notary in making the deed must meet standard procedures, so that the notary's responsibility for the deed he makes must be attached to the notary for life. Meanwhile, as an official the legal consequences of a notary whose term of office has ended is based on the theory of office responsibility, that a person must be responsible for his/her mistakes related to his/her authority. So that someone must be responsible for his mistakes while that person is still in office.

3.2. Legal Responsibility for Authentic Deeds Made by Notaries During Leave

The position of a Notary is present in society with the will of the rule of law in form of a state as the implementation of the state in providing services to the community with the aim of assisting the community in providing authentic written evidence regarding legal conditions, events and actions and authentic evidence recognized by the state.

In enforcing the law, notaries carry out a mandate that concerns the interests of the community in general, thus it is mandatory for a notary to have professional responsibility for the mandate he carries. Responsibilities and professional ethics are highly connected to integrity and morals. If they do not have good integrity and morals, then good responsibilities and professional ethics cannot be expected from a notary.

Responsibility exists as the result of authority possessed by community. Authority is a legal action, which is regulated and given to a position based on the applicable laws and regulations that govern the position in question. Each authority has limitations, as stated in the laws and regulations that govern it. The authority possessed by a

position in administrative law is commonly acquired by the attribution, mandate, or delegation.

The authority possessed by a notary is the attribution authority, namely the authority which is attached to a position. The authority of a notary is the result of position he holds. Notary has an office, and every position in this country has its own authority. Each authority is mandated to have a clear legal basis. If an official acts outside his/her authority, it is called an unlawful act. An authority does not just appear, but it must also be explicitly stated in the relevant legislation.

Responsibility is a consequence that emerges from the actions taken by individuals. Theoretically, the capability for being responsible, has to meet the elements consisting of: The ability to distinguish between good and bad actions, those in accordance with the law and those against the law; The ability to determine his will according in his awareness of the good and bad of the act.

The responsibilities of a notary when viewed from the UUJN are closely connected to the work and duties of a notary. This is because in addition to making authentic deeds, notaries are also appointed and responsible for registering and ratifying (waarmerken and legalization) letters or deeds made privately. The notary's responsibility as a public official covers the fields of: private law, tax law, and criminal law.

It is possible that liability in one area of law does not concern another area of law. On contrary, actions that emerge the demands or lawsuits based on PMH (Article 1365 of the Civil Code) can lead to taking action in the field of criminal law. The Notary's responsibility mainly lies in the field of private law. As an official, the limit of authority is when he is still an official as specified in the legislation. When viewed from the regulation of the Indonesian Civil Code about PMH, as well as the Civil Code in Continental European system countries, the model of legal responsibility is as follows: Responsibility with elements of error (intentional and negligence), as regulated in Article 1365 of the Civil Code; Responsibility with the element of error, especially the element of negligence, as regulated in Article 1366 of the Civil Code; Absolute responsibility (without fault) in a very limited sense as regulated in Article 1367 of the Civil Code.

Liability for errors as stipulated in Article 1365 of the Civil Code and Article 1367 of the Civil Code is a classic form of civil liability. PMH and errors are each a necessary condition and together they are sufficient conditions for liability under the Civil Code, Article 1365. In the existing doctrine related to the responsibility for harm caused to others, it can be distinguished, namely: responsibility for mistakes (sculd aansprakelijkheid); The theory of responsibility with reversal of evidence; Risk responsibility theory.

If it is associated with the theory of responsibility, that the responsibility carried held by a Notary is the result of the implementation of his duties and positions, therefore, the responsibility used in UUJN is the responsibility based on error. The acts conducted by a Notary can be held accountable for the violations he committed, because he

intentionally committed the act and caused losses to those parties.

The principle of accountability used is the accountability based on errors. The notary can be held accountable, if there is an element of error he conducted. It is necessary to prove the elements of the error made by the Notary, which include: Day, date, month, and year facing; Time (at) facing; The signature listed in the minutes of the deed.

The responsibility of a public notary emerges when an error occurs in the performance of his/her duties and it causes harm to the person applying for the notary's services. Acts that violate the law by a notary are not only acts that violate the law directly, but also acts that violate other regulations directly, namely those in the scope of decency, courtesy, and religion in society.

The responsibility of a notary happens in connection to the application of the duties and obligations imposed on the notary based on the authority granted by law. The responsibility of a notary exists because of an error made by the notary in running his duties, thus from the error there is a loss experienced by the party applying for the notary services. Duties or obligations based on legal authority, whether sourced by law or from an agreement, can give rise to responsibility for the obligation executor.

In running his position, a notary must not violate the provisions regarding the implementation of the duties of a notary position as stated in the UUJN. The imposition of sanctions on a notary is also a protection measure given to the public, in order to avoid harmful notary actions. The sanction also has a function to maintain the dignity of the notary institution as an institution of trust, because public trust can decrease if the notary commits a violation.

Based on the foregoing, the responsibilities of a Notary can be divided into:

a. Civil Liability

Civil sanctions are the sanctions imposed on errors that happen as a result of default or unlawful acts (*onrechtmatige daad*). Civil sanctions can appear in form of cost reimbursement, interest, and compensation. The notary will get sanctioned, if he receives a lawsuit from the appearers who feel aggrieved, because the deed in question is legally flawed, hence it has the power of proof as an underhand deed or null and void.

A notary deed has perfect evidentiary power, but when certain provisions are violated, then the proof value will be downgraded into an underhand deed.

If a deed is declared null and void, hence the deed is considered to have never existed or was never made, because something that has never been made cannot be used as the basis for a claim in form of compensation for losses that are commonly appear in form of cost reimbursement, interest and compensation. A null and void notarial deed cannot be requested to provide the reimbursement of costs, interest and compensation. The reimbursement of costs, interest and compensation can be sued against a notary based on his legal relationship with the parties facing him. If there are parties who feel aggrieved from the deed made by the notary, then the person can file a civil claim directly

against the notary, hence the notary can be held responsible civilly for making the deed.

The claim for reimbursement of costs, interest and compensation against a notary is not based on the position of the evidence that has changed due to violating certain provisions in the UUJN, but is based on the legal relationship that exists between the notary and those who appear before the notary. The notary still has to be responsible civilly for the deed he has made.

Based on this substance, it is obvious that if the deed made by the notary is problematic by the parties themselves, then the notary does not need to get involved in this matter any longer, because he is not a party related to the deed. The denial can be performed by filing a civil lawsuit against the notary to the court, and the parties are obliged to prove the things they want to deny, while the notary is obliged to defend those aspects.

In this case, it is important to understand about the rule of notary law, namely the notary deed as an authentic deed, whereas the deed has perfect proof power, thus if there are people or parties who want to deny it or declare that the deed is not true, then that party is obliged for him to prove the assessment or statement in accordance with applicable law.

b. Criminal Liability

The task of carrying out the position of a notary is to make the evidence needed by the parties for a certain legal action. Notary makes a deed at the request of the parties. Notary makes a deed based on evidence, statement or statement of the parties stated, explained or shown to the notary. Notaries also play a role in providing legal advice to parties related to existing problems. Whatever advice the notary gives to the parties which is then poured into the deed in question, then it remains as the wishes and statements of the parties, not as a statement or statement of the notary.

If the notary is proven to have violated this regulation, then it is obligatory for him to get sanctions. In relation with the above phenomenon, in order to request a notary statement on the report of a certain party according to UUJN Article 66, if a notary is summoned by the Police, the Prosecutor's Office, or a Judge, the agency wishing to summon must seek approval from the Notary Honorary Council.

UUJN does not regulate the criminal sanctions against notaries, so if there is a criminal violation by a notary can be subject to sanctions contained in the Criminal Code (KUH Perdata), provided that the notary's conviction is carried out with limitations.

c. Administrative Responsibilities

In addition to civil and criminal sanctions imposed on a notary if he conducts a violation, there are also other administrative sanctions. The administrative sanctions for notaries regulated in UUJN have been stipulated as follows:

- 1) Verbal reprimand
- 2) Written warning
- 3) Temporary suspension
- 4) Dismissal with honor
- 5) Dismissal with disrespect

In the event that the notary is proven to have committed a violation that resulted in harm to certain parties, whereas these parties have filed civil lawsuits or criminal charges and have been sentenced to civil sanctions in the form of compensation and criminal sanctions in the form of imprisonment, the notary shall receive administrative sanctions, namely, dishonorable discharge.

Legal consequences of liability that can be carried out by a Notary being on leave but makes a deed when viewed from the Law, can be in form of: Written warning; Temporary suspension; Dismissal with honor; and/or Dismissal with respect.

But in the case that occurs, not only a permanent dismissal is applied, but also compensation for losses caused by the injured party. This can happen because when viewed from the case of Notary MR, it was proven guilty by making mistakes in making the deed which caused losses to his clients.

It is also known that the deed made by Notary MR was issued when he was on leave. This is known because of the leave certificate from the Decision of the Notary Central Supervisory Council Number: 04/KET.CUTI-MPPN/V/2016. So, in this case the Notary MR made a big mistake which was very detrimental to his client because a notary could not make an authentic deed while on leave. This has been clearly regulated in Article 32 of UUJN.

So, in this case, because there is a UUJN which regulates the rules and sanctions given to a notary, if he violates it, the notary can be subject to sanctions. Notary MR gets a sanction in the form of termination of office and is required to replace the losses suffered by the client equivalent to the losses suffered by the client.

A notary is a public official who is authorized to make an authentic deed that serves as a means of proof. This notarial authentic deed includes all actions, agreements, and provisions required by laws and regulations. In addition to those stipulated in the law, a notary also has the authority to provide counselling related to the making of the deed. In addition to the authority regulated in UUJN, notaries also have responsibilities as office holders as stipulated in UUJN. All actions connected to a notary's position, have been regulated in UUJN.

The UUJN is a form of preventive legal protection given to notaries, which means legal protection provided by the government before the violation occurs. The provisions contained in the laws and regulations aim to prevent a violation, as well as providing limitations in running an authority that is possessed and regulating the related obligations.

Law is a regulation made by the authorities with the aim of regulating the procedures of life in society. Basically, the law gives the burden of responsibility for the actions committed by the community. The law provides limitations or signs of responsibility, this is done as a legal protection form provided to the community.

Legal protection is a form of service provided by the state in order to provide a sense of security to the community. The product of a position in an agency must be in accordance with the authority possessed by the position and

the product remains valid even though the official concerned is no longer in office.

If there are parties who feel aggrieved by the existence of a position product made by an authorized official, even though the official concerned is no longer in office, then the party who feels aggrieved can file a lawsuit to the State Administrative Court and the person being sued is the object of the lawsuit.

Legal protection that can be given to the public in accordance with cases that have occurred whereas a notary being on leave but still makes a deed that results in losses for the parties, is repressive legal protection. Where this legal protection can be given because a problem has occurred and to reduce the risk of the same incident happening again.

4. CONCLUSION

An authentic deed is a perfect proof of what is contained in it. The power of perfect proof contained in an authentic deed is a mix of several strengths of proof and the requirements contained within. Even though a notarial deed is perfect evidence, in practice a notary deed can experience degradation or a decrease in the strength of the evidence. Degradation of a notary deed is defined as a notarial deed that cannot be treated as an authentic deed but is considered to be handwritten, due to a violation of the provisions contained in Civil Code, Article 1869, which states that: "One deed cannot be treated as an authentic deed, either because of the incompetence or incompetence of the public official concerned or because of a defect in its form, has the power as a handwritten note when signed by the parties." Based on this, the legal consequences of an authentic deed made by a Notary during the leave period is that the deed becomes a private deed because it was made by an unauthorized person and the resulting deed will have the power of underhand evidence. As long as the change or degradation from an authentic deed to a private deed does not cause any harm, the notary concerned cannot be held legally responsible through the Civil Code, Article 1365. However, if it has caused a loss, the notary concerned can be held accountable.

That the accountability carried out by the Notary is the result of the implementation of his duties and positions. Thus, the responsibility contained in UUJN is the responsibility based on error. Acts committed by a Notary can be held accountable for the violations he committed because he intentionally committed the act and caused losses to the parties. The principle of accountability used is accountability based on errors. The notary can be held accountable if there is an element of error he did. It is necessary to prove the elements of the error made by the Notary, which include: Day, date, month, and year facing; Time (at) facing; The signature listed in the minutes of the deed. The responsibility of a public notary emerges when an error occurs in the performance of his/her duties and it causes harm to the person requesting the notary's services. Acts that violate the law done by a notary are not only those

that violate the law directly, but also the acts that violate other regulations directly, namely those in the scope of decency, courtesy, and religion in society. In running his position, a notary must not violate the provisions regarding the implementation of the duties of a notary position as stated in the UUJN. The imposition of sanctions on notaries is also a protection measure given to the public, in order to avoid harmful notary actions. The sanction also has a function to maintain the dignity of the notary institution as an institution of trust, because public trust can decrease if the notary commits a violation. Based on the foregoing, the responsibilities of a Notary can be divided into: Civil Liability; Criminal Liability; Administrative Responsibilities.

REFERENCES

- [1] Adjie, Habib. *Hukum Notaris Indonesia*. Bandung: Refika Aditama, 2009.
- [2] Adjie, Habib. *Sanksi Perdata dan Administratif terhadap Notaris sebagai Pejabat Publik*. Bandung: Refika Aditama, 2009.
- [3] Adjie, Habib. *Sekilas Dunia Notaris & PPAT Indonesia (Kumpulan Tulisan)*. Bandung: Mandar Maju, 2009.
- [4] Akfa Dyani, Vina. *Pertanggungjawaban Hukum dan Perlindungan Hukum bagi Notaris dalam Membuat Party Acte*. Renaissance, Volume 2 Nomor 1, Januari 2017.
- [5] Ansori, Abdul Ghofur. *Lembaga Kenotariatan Indonesia: Perspektif Hukum dan Etika*. Yogyakarta: UII Press, 2009.
- [6] Asshidiqie, Jimly. *Perkembangan dan Konsolidasi Lembaga Negara-Negara Pasca Sarjana*. Jakarta: Sinar Grafika, 2010.
- [7] Asshiddiqie, Jimly. *Peradilan Etik dan Etika Konstitusi Perspektif Baru Tentang ("Rule of Law and Rule of Ethics & Constitutional Law and Constitutional Ethics")*. Edisi Revisi. Jakarta: Sinar Grafika, 2016.
- [8] Fuady, Munir. *Perbuatan Melawan Hukum Pendekatan Kontemporer*. Bandung: PT. Citra Aditya Bakti, 2010.
- [9] Ghofhur Anshori, Abdul. *Lembaga Kenotariatan Indonesia*. Yogyakarta: UII Press, 2009.
- [10] H. R., Ridwan. *Hukum Administrasi Negara*. Edisi Revisi. Jakarta: PT Raja Grafindo, 2011.
- [11] H. Zainal Asikin dan Amiruddin. *Pengantar Metode Penelitian Hukum*. Cetakan ke-1. Jakarta: PT Raja Grafindo Persada, 2004.
- [12] Kelsen, Hans. *General Theory of Law and State, Teori Umum Hukum dan Negara, Dasar-Dasar Ilmu Hukum Normatif Sebagai Ilmu Hukum Deduktif Empirik, terjemahan Somardi (selanjutnya ditulis Hans Kelsen II)*. Jakarta: BEE Media Indonesia, 2007.
- [13] M. Hadjon, Philipus. *Pengantar Hukum Administrasi Indonesia*. Cetakan ke-15. Yogyakarta: Gadjah Mada University Press, 2015.
- [14] Mahmud Marzuki, Peter. *Pengantar Ilmu Hukum*. Edisi Revisi. Cetakan Keenam. Jakarta: Kencana Pranadamedia Group, 2014.
- [15] Mahmud, Peter. *Penelitian Hukum*, Cetakan ke-7. Jakarta: Kencana Prenada Media Group, 2016.
- [16] Mertokusumo, Sudikno. *Hukum Acara Perdata Indonesia*. Edisi Revisi. Yogyakarta: Liberty, 2010.
- [17] Muchsin. *Perlindungan dan Kepastian Hukum Bagi Investor Indonesia*. Surakarta: Magister Ilmu Hukum Program Pascasarjana Universitas Sebelas Maret, 2003.
- [18] Muhammad, Abdulkadir. *Hukum Perusahaan Indonesia*. Bandung: Citra Aditya Bakti, 2010.
- [19] Notodieserjo, R. Soegondo. *Hukum Notariat di Indonesia, Suatu Penjelasan*. Jakarta: Raja Grafindo Persada, 1993.
- [20] Nugraha, Agri Fermentia. "Pertanggungjawaban Notaris yang Berhenti dengan Hormat (Setelah Berumur 65 Tahun) Terhadap Akta yang Dibuat (Analisis Pasal 65 Undang-undang Nomor 30 Tahun 2004 tentang Jabatan Notaris)". Naskah Publikasi Jurnal, Program Studi Magister Kenotariatan, Fakultas Hukum Universitas Brawijaya, Malang, 2013.
- [21] Pengurus Pusat Ikatan Notaris Indonesia. *Jati Diri Notaris Indonesia, Dulu, Sekarang dan di Masa Datang*. Jakarta: PT Gramedia Pustaka, 2008.
- [22] Pound, Roscoe. *Pengantar Filsafat Hukum (an Introduction to the Philosophy of Law)*. Terjemahan Mohammad Radjab, Jakarta, 1996.
- [23] P. Sibuea, Hotma. *Asas Negara Hukum, Peraturan Kebijakan & Asas-Asas Umum Pemerintahan yang Baik*. Jakarta: Erlangga, 2010.
- [24] Santoso, Urip. *Pejabat Pembuat Akta Tanah*. Jakarta: Penedamedia Group, 2016.

- [25] Sjaifurrachman dan Habib Adjie. *Aspek Pertanggungjawaban Notaris dalam Pembuatan Akta*. Bandung: CV. Mandar Maju, 2011.
- [26] Soeroso, R. *Pengantar Ilmu Hukum*. Jakarta: Sinar Grafika, 2006.
- [27] Soerjadi, Trimoela. "Beberapa permasalahan Tentang Akta Notaris/PPAT". Makalah yang disampaikan pada Temu Ilmiah dan Pembinaan serta Pembekalan Anggota Ikatan Pejabat Pembuat Akta Tanah (IPPAT), Surabaya, Garden Palace Hotel, 2003.
- [28] Soetardjo Soemoatmodjo, Notaris. *Subekti. Hukum Pembuktian*. Jakarta: PT Pradnya Paramitha, 2005.
- [29] Soetiono. *Rule of Law (Supremasi Hukum)*. Surakarta: Magister Ilmu Hukum Program Pascasarjana Universitas Sebelas Maret, 2004.
- [30] Subekti, R dan R. Tjitrosubidjo. *Kitab Undang-Undang Hukum Perdata (KUH Perdata) Staatsblad Tahun 1847 Nomor 23*. Jakarta: Pradnya Paramita, 2003.
- [31] Sudiro, Amad. *Tanggung Jawab Negara Peluncur terhadap Pihak yang Dirugikan dalam Peluncuran dan Pengoperasian Satelit Ruang Angkasa. Era Hukum-Jurnal Ilmiah Ilmu Hukum, Volume 10 Nomor 1, 2007.*
- [32] Sudiro, Amad. *Konsep Keadilan dan Sistem Tanggung Jawab Keperdataan Dalam Hukum Udara. Jurnal Hukum Ius Quia Iustum, Volume 19 Nomor 3, 2012.*
- [33] Sudiro, Amad. *Kedudukan Notaris sebagai Pejabat Umum dalam Politik Hukum Indonesia*. Universitas Tarumanagara, 2019.
- [34] Syarifin, Pipin. *Pengantar Ilmu Hukum*. Cetakan ke-V. Bandung: Pustaka Setia, 2009.
- [35] Uzni, Lailatul dan Amad Sudiro. *Tanggung Jawab Hukum terhadap Pemberi Informasi Palsu yang Mengancam Keselamatan Penerbangan Berdasarkan Undang-Undang Nomor 1 Tahun 2009*. *Jurnal Hukum Adigama, Volume 2 Nomor 1, 2019.*