

The Notary's Responsibility for Unlawful Acts of Counterfeiting the Selling Power of Attorney in the Sale and Purchase Deed (Case Study of Tangerang District Court Decision Number 1443/Pid.B/2018/PN.Tng)

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ABSTRACT

Counterfeiting can be classified as a crime of fraud. Criminal acts in the form of falsification of the provisions are contained in Article 263 to Article 265 of the Criminal Code. The problem faced is how the notary's responsibility for unlawful acts is to falsify the power of attorney to sell in the deed of sale (Case Study of Tangerang District Court Decision Number 1443/Pid.B/2018/PN.Tng.). The research method used is a normative juridical legal research method. The results of the study indicate that the responsibility of the notary for unlawful acts is to falsify the power of attorney to sell in the deed of sale and purchase related to the Tangerang District Court Decision Number 1443/Pid.B/2018/PN.Tng . is the proof of the actions committed by Notary Dr. Bambang Sudirmanto, SH, MKn intentionally with full awareness in planning fraudulent acts that cause losses, the notary can be subject to administrative sanctions as stipulated in Article 85 of the UUJN regarding violations of Article 16 paragraph (1) letter a of the UUJN. Sanctions that can be imposed are verbal warnings, written warnings, temporary dismissals, respectful and dishonorable dismissals. Can also be subject to criminal sanctions. In order to protect the interests of the notary parties, they must act in accordance with the laws and regulations for the position of a notary and upholding the notary code of ethics.

Keywords: Notary Liability, Counterfeit, Power of Attorney.

1. INTRODUCTION

Counterfeiting can be classified as fraud, so not all acts are classified as forgery. Acts of counterfeiting crimes classified as fraud if someone gives an overview of the state of things on the goods (eg a letter) as if it is genuine or true, whereas in fact the authenticity or the letter is true or original. Therefore, this picture is deceived by other people and believes that the condition described for the item or letter is true or genuine. On the other hand, a criminal act of forgery does not rule out the possibility that the false statement will become a problem in the future.[1] Criminal offenses in the form of forgery of letters, the provisions are in Article 263 to Article 265 of the Criminal Code which states that what is meant by letters in this chapter are all letters, whether written by hand, printed, or written using a typewriter, and others.[2] The forged letter must be a letter that:

1. Can give rise to a right (for example: diploma, admission ticket, letter of contribution, and others);

2. Can issue an agreement (eg. a letter of credit agreement, sale and purchase agreement, lease agreement, and so on);
3. May issue a debt relief (receipt or similar letter); or
4. Letters used as information for an act or event (eg birth certificate, postal savings book, cash book, ship diary, transport letter, bonds, etc.).

Furthermore, according to Article 264 paragraph (1) number 1 of the Criminal Code, that the criminal act of forging letters as referred to in Article 263 of the Criminal Code is more severely punishable if the forged letters are authentic documents. According to Soesilo, an authentic letter is a letter made according to the form and conditions stipulated by law, by a public employee such as a notary. What the Notary may not know is that the statements of the parties who appear before the Notary to make the deed of sale turn out to provide false information. The provisions of Article 266 of the Criminal

Code (KUHP) which reads: The crime of ordering to include a false statement in an authentic deed.

The provisions of Article 1868 of the Civil Code (KUHPPerdata) states that: "An authentic deed is a deed in the form determined by law, made by or before public officials who have power for that at the place where the deed is made. made".[3]

In order to carry out their duties, notaries must be aware of their obligations, work independently, be honest, impartial, and full of responsibility. Notaries in carrying out their duties use one office that has been determined in accordance with the law and do not hold branch offices, representative offices, and do not use intermediaries. Notaries in carrying out their duties do not use promotional mass media. Notaries in carrying out their duties provide services to people who need their services as well as possible. Notaries also provide legal counseling to their clients to achieve high legal awareness so that the public is aware and lives up to their rights and obligations as citizens and members of the community.[4]

Based on the position of the notary as a public official, there is a possibility for a notary to commit a violation, one of which is falsifying the power of attorney to sell in the deed of sale and purchase. The act is not only an act that violates the law on the position of a notary, but the act is also a criminal act. It should be noted that notaries and PPATs are regulated in different legal provisions, where notaries are regulated in Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary (hereinafter abbreviated as UUJN-P), while PPAT regulated in Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning the Regulation of the Position of the Official for Making Land Deeds.

In writing this thesis, the author raised the case of Tangerang District Court Decision Number 1443/Pid.B/2018/PN.Tng on a criminal lawsuit decided by the Tangerang District Court Judges on September 20 2018, related to the actions of a notary Dr. Bambang Sudirmanto, SH, M.Kn, who was later called the defendant, who pretended to be a person was given the power to sell by Main Bin Ali Samad over the sale and purchase of land in Rawa Mekar Jaya by showing the power of attorney to sell to Agus Syaiful Razak, and at the time The signing of the deed of sale between Main Bin Ali Samad as the seller and Agus Syaiful Razak as the buyer has never met, but the thumbprint or signature of Main Bin Ali Samad is already in the Deed of Sale and Purchase Agreement Number 16 dated April 01, 2013. And according to Main Bin Ali Samad, he never gave a thumbprint or signed the Sale and Purchase Agreement and he never gave the power to sell to a notary.

On April 17, 2014 the defendant again offered Tanah Girik C 824 Persil 65 D II on behalf of Mrs. Anis Panti Rukmini Binti Sipan, because the defendant's profession made Agus Syaiful Razak believe and finally an agreement was reached. Then the defendant showed the Deed of Sale and Purchase Agreement No. 10 dated April 17, 2014 which was made before the defendant between Agus Syaiful

Razak and Mrs. Anis Panti Rukmini. However, at the time of the signing of the witness, Agus Syaiful Razak and Mrs. Anis Panti Rukmini Binti Sipan did not meet but the signature of Mrs. Anis Panti Rukmini was already in the deed. And according to Mrs. Anis Panti Rukmini Binti Sipan, she never got a thumbprint or signed the Sale and Purchase Agreement and never gave the power to sell to a notary.

The defendant in this case Dr. Bambang Sudirmanto, SH, M.Kn as "Notary proved legally and convincingly guilty of committing a criminal act of fraud together, and the Tangerang Court of Justice sentenced the Defendant to a prison sentence of 1 year and 10 months.

The actions taken by the notary in the above case, based on Article 16 (1) of the UUJN-P have fulfilled the element of error for not being honest, and not protecting the interests of the parties involved in making the deed. Whereas one of the criteria for a strong moral personality is honesty. UUJN-P only regulates violations of notary obligations. Therefore, the authors are interested in further research regarding the case. Responding to a Notary/PPAT as a suspect who falsified a power of attorney to sell in a deed of sale, of course there are aspects of responsibility attached to it based on criminal responsibility, civil responsibility and administrative responsibility. Based on the description that has been presented on the background of writing, the writer will raise the subject matter is b How can the responsibility of the notary on tort falsified power of attorney to sell the deed of sale (A Case Study of the Tangerang District Court's Decision No. 1443 / P id .B /2018/PN.Tng)?

2. METHOD

The type of research used is "normative law research, namely research that provides a systematic explanation of the rules governing a particular legal category, analyzes the relationship between regulations, explains areas of difficulty and may predict future development.[5] The reason the author chooses this method in order to find the truth of coherence is to get something that is axiologically a value or determination/rule as a reference to be studied.

Types of legal materials can be divided into 3, namely primary legal materials, secondary legal materials, and tertiary legal materials. Related to normative research, the approach used in writing this law is a statutory approach and a case approach. Authors data collection techniques used in this research is to "review of the literature or (*library research*). Collection of legal materials from secondary legal materials from articles, journals, and others. This study uses data analysis techniques with deductive logic, deductive logic or processing legal materials in a deductive way, namely explaining a general matter and then drawing it into a more specific conclusion.

3. DISCUSSION

Before discussing the notary's responsibility for unlawful acts of falsifying the power of attorney to sell in the deed of sale (Case Study of Tangerang District Court Decision Number 1443/P id .B/2018/PN.Tng, THE AUTHOR first explains about the cancellation or cancellation Notary deed The complete cancellation or cancellation, in this case in the form of a notarial deed, has been regulated separately in Article 84 of the UJUN, namely if the notary violates the provisions as referred to in Article 16 paragraph (1) letter I, Article 41, Article 44, Article 48, Article 49, Article 50, Article 51, Article 52, then the deed in question only has the power of proof as a private deed or the deed becomes null and void.[6]

A notarial deed is null or void by law or has the power of proof as an underhand deed occurs because the conditions that have been determined by law are not fulfilled, without the need for certain legal actions from interested people, so they are passive. Therefore, cancellation is passive, meaning that without any active action or effort from the parties involved in an agreement, it will be null and void by law because immediately there are conditions that are not fulfilled.

Where under Article 263 paragraph (1) of the Criminal Code contain the -things as follows:

1. His actions are divided into two, namely making fakes or counterfeiting.

Making a fake letter is making a letter that was not previously a letter, the contents of which in whole or in certain parts do not match the truth or contradict the truth or are false. The letter produced by the maker of making this fake letter is called a "false letter" or "a letter that is not original". Letter is a sheet of paper on which there are written words, phrases and/or sentences consisting of letters and/or numbers in any form and made in any way, which writing contains meaning and or the meaning of human thoughts.

There are two kinds of falsification of letters regarding names and signatures, namely as follows:[7]

- a. Making by imitating someone's signature that no one actually has that name, or who it is is not known. The person's name is fictitious or fabricated.
- b. Make a letter using the name of another person who is known, without the knowledge or consent of the owner of that name. Then the letter maker signs the person's signature by imitating or as if the signature is the signature of the person whose name is included in the letter:

- 1) Making a fake letter, that is, since the birth of the letter, its contents are partly or wholly untrue or fake
- 2) Counterfeiting a letter, ie previously there was a correct letter, then the act of forging the previous letter was carried out, thus the fake letter was not at the time the letter was born but at the time the contents of the letter were falsified.

2. The objects are as follows:

- a. The letter can give rise to a right.
- b. A letter that gives rise to an engagement.
A letter containing an engagement, as a letter that gives birth to a right. Every engagement is guaranteed to give birth to a right, and vice versa also gives birth to a legal obligation on the other side.

The engagements referred to in Article 263 paragraph (1) are all forms of engagement that exist in the law of engagement, both engagements born out of agreements and engagements born out of law as regulated in the Civil Code.

- c. A letter that gives rise to a debt relief
The third type of letter that is the object of forgery of letters in Article 263 paragraph (1) is a letter that releases debt or a letter that causes debt relief. To get rid of debt means to eliminate the legal obligation to pay or deliver a certain amount of money. So debt is not always interpreted as a legal act of debt (the object is money).

- d. A letter that is intended as proof of something
The definition of intended as evidence, which means that the letter has evidentiary value or strength of proof related to its contents. The determination of the evidentiary value is determined by law or state administrative power .
Thus, a letter that is intended as evidence about something is a letter that is intentionally made or published to prove the truth about something.

3. Subjective, namely "the use of the letter can cause harm"

Losses that can arise if using fake letters. The use of forged letters that cause harm is an objective element, which from the formulation of a crime is not clearly intended by an intentional element. The element of intentionality is only aimed at the will to use it.

4. Mistakes, namely with the intention of using or ordering others to use as if the contents are true and not fake.

The element of error in the criminal act of making a fake letter or falsifying the letter is in the form of intentional intent, or intentional in a narrow sense. The element of intent in the sentence is the inner attitude of the maker of the letter, which has been formed before committing the act (*in casu* making fakes and forging).

Based on the description above, the problem in the Decision of the Tangerang District Court, Number 1443/PID.B/2018.TNG is that it is contained in the letter or deed of power of attorney to sell made by a notary because in fact witness II and witness III (the seller) have never provided a deed power to sell in any form to the defendant related to the sale and purchase of land as carried out by the defendant, with the deed the defendant made the sale and purchase of land with witness I (buyer). According to Article 1792 of the Civil Code, the notion of granting power of attorney is an agreement by which one person gives power to another person, who accepts it, to

carry out an affair on his behalf. The power of attorney can be given and received in a general deed, in a written under the hand, even in a letter or orally, this is regulated in Article 1793 of the Civil Code.

The agreement referred to in the article above must meet the requirements for the validity of an agreement, as described in the previous chapter which is regulated in Article 1320 of the Criminal Code, namely the existence of an agreement, competence, a certain matter, and a lawful cause. The granting of the power of attorney to sell did not reach an agreement, because witness II and witness III stated that they had never given the deed of power of attorney to sell regarding the authority to act in the sale and purchase to the defendant, and it was strengthened by the defendant's confession of his actions in court. In addition, this case also does not qualify on a particular matter which is the object of the sale and purchase by the copy book Letter C in office of Rawa Mekar Jaya village stated that:

1. Girik C 439 parcels 62 D II based on a photocopy of the letter C book at the Rawa Mekar sub-district office, it is not registered and no C number 439 is found. Thus, the other conditions for the validity of the agreement are also not fulfilled.
2. Girik C 428 parcels 65 D III based on photocopy of letter C, the Rawa Mekar Jaya Village office, Serpong District, South Tangerang, registered under the name of Bani Bin Narun.

Hearing the defendant's statement, Witness I felt that the price that the defendant offered was very cheap, and the defendant's work as a notary also made the defendant believe that what was offered and said by the defendant was true, then an agreement was reached between witness I and the defendant that witness I was the buyer of the land parcel. offered and witness II acting for and on behalf of the heirs of the late Ali Samad, then on Monday, April 1, 2013 the defendant showed the Sale and Purchase Agreement No. 16 dated April 1, 2013 made before the defendant between witness I and witness II. However, at the time of the Sale Engagement, witness I and witness II did not meet, only the thumbprint of witness II was already on the Bell Sale Engagement Deed No. 1b dated April 1, 2013 made before the defendant.

When viewed from the object, the fake deed cannot give rise to a right, because the right is born from an agreement, while the agreement exists because an agreement is reached, but in this case no agreement is reached. Thus, the agreement is null and void. The fake letter is made in the form of an authentic deed, so that the deed becomes a perfect piece of evidence as long as it is not proven otherwise. In this case, the defendant did not rebut or defend the charges against him regarding the making of a fake power of attorney regarding the authority to act in buying and selling.

Before there is evidence that the notary deed is null and void, then the assessment of the notary deed must be carried out on the basis of a valid presumption. This principle is used to evaluate a notary, namely a notarial deed must be considered valid until there are parties who

declare the deed invalid. With the proof of the defendant's act of falsifying the power of attorney to sell, the Panel of Judges can judge that the granting of the power of attorney to sell regarding the authority to act in buying and selling has never occurred or the power of attorney is declared to be fake

Furthermore, the deed of sale made by the defendant as a notary, based on agreement between the accused with a witness I, this deal happened because the witness I believe the defendant is based on job defendant as a notary public, and the defendant showed the deed of power sold in authority acting in sale and purchase of witnesses I. The deed made by the defendant as a notary and PPAT is a deed regarding certain legal actions regarding land rights and ownership rights to flat units located within their working area.^[8]

The sale and purchase agreement deed is made in the form of a party deed or a party deed, which is a deed containing the will of the parties, the notary only confirms the statements of the parties, therefore the deed is absolutely read out, so that what is applied is in accordance with the statements of the parties, and To guarantee the truth of the deed, the deed is signed by the parties, witnesses, and a notary.

In fact at trial the second problem of the notary deed was, the deed of sale and purchase agreement made by the defendant between witness I and witness II and witness III never happened, because witness II and witness III never signed or stamped their thumbs on the deed of sale and purchase agreement number 16 dated April 1, 2013, and the deed of sale and purchase agreement number 10 dated April 17 2014, as well as witness II and witness III never received any money from the sale of the land by a notary. The testimony of the witness was not denied by the defendant, but the defendant admitted frankly about his actions. The acknowledgment in the Civil Procedure Code according to Article 1923 BW there are two kinds of recognition, namely:

1. Confession before a judge.
Confession before a judge who has been sworn in either by the person concerned or through his legal representative and is not denied by the opposing party, then the proof of the confession is perfect and the strength of the proof is absolute (Article 1925 BW in conjunction with Article 174 HIR jo. Article 311 RBg).
2. Verbal confession outside the court.
An oral confession outside a court of law cannot be used as perfect evidence because the confession is not made by oath, except for an oral confession outside the court session by a witness, even though without an oath the confession can be used as perfect evidence.

Thus, the confession made by the defendant before the judge and the confession is not denied by witness I, witness II, and witness III, then the confession can be used as perfect evidence about the existence of a legal event that is the object of the dispute. Therefore, based on the description above, the **act of the defendant who made a fake power of attorney to sell regarding the authority**

to act in buying and selling, the sale and purchase became null and void, so that the sale and purchase agreement deed was deemed to have never existed.

If it is related to the decision of the Tangerang District Court Number 14433/Pid.B/2018/PN.Tng, as explained above, then to hold the notary accountable, " or the party who feels aggrieved can do:

1. The parties come back to the notary to make a deed of cancellation of the power of attorney to sell or the deed and thus the power of attorney to sell or the canceled deed is no longer binding on the parties and the parties bear from all cancellations of the power of attorney to sell or the deed.
2. If the parties do not agree to cancel the power of attorney to sell or the deed in question, one party can sue the other party with a lawsuit to degrade the power of attorney to sell or the deed into a deed under the hand, after being degraded, the judge examining the lawsuit can provide a separate interpretation of the power of attorney to sell or deed, whether it remains binding on the parties or is null and void, this depends on the evidence and judge's judgment.

In the decision, the party who feels aggrieved named Agus Syaiful Razak has filed a criminal charge to the Tangerang District Court. Based on the lawsuit, the Panel of Judges decided that the notary Dr. Bambang Sudirmanto, SH, MKn was found guilty of fraud in the form of falsifying a power of attorney to sell and was sentenced to a criminal sanction commensurate with his actions, namely imprisonment for 1 (one) year and 10 (ten) months.

The falsification of the power of attorney to sell by a notary has violated the UUJN and the Notary Code of Ethics. The notary has violated the provisions of Article 16 paragraph (1) UUJN, which states that " in carrying out his position, the notary is obliged to act trustworthy, honest, thorough, independent, impartial, and safeguard the interests involved in legal actions. " And the notary violates obligations under Article 3 Paragraph Notary Code (1), (2), (3) and (4), which declare that the notary and o rang another who assumed office, the Notary shall:

1. Have good morals, character, and personality
2. Respect and uphold the dignity of the Notary Position Not
3. Maintain and defend the honor of the Association
4. Act honestly, independently, impartially, full of responsibility, based on the laws and regulations and the contents of the Notary's oath of office.

As has been at convey the above, then the responsibility notary, to the legal consequences of a deed authentic power of attorney to sell that does not meet the obligations of the notary based UUJN, notary can be given sanctions, such as:

1. Civil sanctions, these sanctions are in the form of reimbursement of costs, compensation and interest which are the consequences that must be accepted by the notary on the demands of the parties if the deed in question only has the power of proof as an underhand

deed or the deed will be null and void. If the deed is null and void, then the deed is considered to have never existed and something that has never been made cannot be used as the basis for a claim in the form of reimbursement of costs, compensation.

2. Administrative sanctions, these sanctions are in the form of verbal warnings, written warnings, temporary dismissals, respectful dismissals and dishonorable dismissals. In enforcing administrative sanctions on notaries, the supervisory instrument is the Supervisory Council.

The application of sanctions according to the Civil Code and the Criminal Code, in addition to the sanctions mentioned above as a notary's legal responsibility in carrying out his profession, namely:

1. Civil law liability ie when the notary to make mistakes because of broken promises as set forth in Article 1234 of the Civil Code or legal violation as provided in Article 1365 Civil Code;
2. Criminal Law Liability, when a Notary has committed a legal act that is prohibited by law or made a mistake/act against the law either intentionally or negligently causing harm to another party. A notary cannot be held accountable, because the notary only pours what was conveyed by the parties to be poured into the deed. while the false information submitted by the parties is the responsibility of the parties.^[9] Thus, what is part of the notary's responsibility is that which relates to fraud or deception that comes from the notary himself.^[10]

The responsibilities of a notary according to criminal law in Article 84 of the UUJN and Article 85 of the UUJN, state that the sanctions that can be given to a notary are as follows:

1. Violations committed by a notary against the provisions as referred to in Article 16 a (1) letter i, Article 16 a (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.
2. Violation of the provisions as referred to in Article 7, Article 16 paragraph (1) letter a, Article 16 paragraph (1) letter b, Article 16 paragraph (1) letter c, Article 16 paragraph (1) letter d, Article 16 paragraph (1) letter e, Article 16 paragraph (1) letter f, Article 16 paragraph (1) letter g, Article 16 paragraph (1) letter h, Article 16 paragraph (1) letter i, Article 16 paragraph (1) letter j, Article 16 paragraph (1) letter k, Article 17, Article 20, Article 27, Article 32, Article 37, Article 54, Article 58, Article 59, and/or Article 63, may be subject to sanctions in the form of:
 - a. verbal reprimand
 - b. Written warning
 - c. Temporary stop
 - d. Respectful stop
 - e. Disrespectful dismissal.

Meanwhile, according to Article 263 of the Criminal Code and Article 264 of the Criminal Code, sanctions for falsification of letters, are as follows:

According to Article 263 of the Criminal Code states as follows:

1. Whoever makes incorrectly or falsifies a letter which can give rise to a right, engagement or debt relief, or which is intended as evidence of something, with the intention of using or ordering other people to use the letter as if its contents were true and not falsified, threatened, if the use can cause losses, due to forgery of letters, with a maximum imprisonment of six years.
2. Threatened with the same punishment, whoever deliberately uses a letter whose contents are not true or false, as if it were true and not false, if the use of the letter can cause harm.

Article 264 of the Criminal Code

- (1) Forgery of a letter is punishable by a maximum imprisonment of eight years, if it is committed against:
 1. authentic deeds;
 2. debentures or debt certificates from a country or part thereof or from a public institution;
 3. Sero letter or debt or holding certificate or debt from an association, foundation, company or airline;
 4. talon, proof of dividend or interest from one of the letters described in 2 and 3, or proof issued in lieu of the documents;
 5. letters of credit or trade letters intended for circulation.
- (2) It is threatened with the same punishment whoever intentionally uses the letter in the first paragraph, the contents of which are not true or which are falsified as if it were true and not falsified, if the falsification of the letter can cause harm.

Thus, the imposition of sanctions on notaries, both administrative sanctions, can also be subject to criminal sanctions (cumulatively) that are *comdennatoir* (punitive) or punishing. Because UUJN does not regulate criminal sanctions for notaries who violate UUJN, so that if there is a violation of criminal law, the Notary is subject to and applies general criminal acts regulated in the Criminal Code.

It is proven that the actions carried out by a notary Dr. Bambang Sudirmanto, SH, MKn intentionally with full awareness in planning fraudulent acts that cause losses, the notary can be subject to sanctions as administrative responsibility as regulated in Article 85 of the UUJN for violating the provisions of Article 16 paragraph (1) letter a UUJN which states that a notary must act trustworthy, honest, thorough, independent, impartial, and safeguard the interests of the parties involved in legal actions. Therefore, the sanctions that can be imposed are:

- a. Verbal reprimand
- b. Written warning
- c. Temporary stop
- d. Dismissal with honor
- e. Disrespectful dismissal

In addition to being subject to these sanctions, a notary can also be subject to a witness based on criminal law guided by the Criminal Code, this is because the defendant has committed an act of forging a deed of power that causes a loss to witness I. Therefore, in the trial an indictment can be requested to the Panel of Judges. In order to declare that the notary's actions include a criminal act of fraud, the Panel of Judges can impose *comdennatoir* criminal sanctions or punish the notary to be sentenced to imprisonment and assign a notary to compensate Agus Syaiful Razak for the losses he received.

4. CONCLUSION

Based on the description of the previous chapters, it can be concluded that the notary's responsibility for unlawful acts is to falsify the power of attorney to sell in the deed of sale related to the Tangerang District Court Decision Number 1443/P id .B/2018/PN.Tng is prove it actions undertaken by N otaris Dr. Bambang Sudirmanto, SH, MKn intentionally with full awareness in planning fraudulent acts that cause losses, the notary can be subject to sanctions as administrative responsibility as regulated in Article 85 of the UUJN for violating the provisions of Article 16 paragraph (1) letter a UUJN which states that a notary must act trustworthy, honest, thorough, independent, impartial, and safeguard the interests of the parties involved in legal actions. Therefore, sanctions may be imposed is warning oral, written reprimand, suspension, dismissal stop with respect and with respect. In addition to being subject to these sanctions, notaries can also be subject to witnesses based on criminal law as regulated in the Criminal Code. The sanction can be given because of the defendant's act of falsifying the power of attorney which caused a loss to Agus Syaiful Razak.

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