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Criminal Liability of Notaries Who Participate in Forgery of Deeds of Power of Attorney to Sell

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Abstract. *This study aims to analyze the criminal liability of Notaries who participated in the forgery of Power of Attorney to Sell Deeds and the legal certainty of the deeds that were the objects of forgery. The study uses a normative juridical approach with a statutory, case, and conceptual approach. Legal materials were obtained through literature studies and analyzed qualitatively. The results of the study indicate that the criminal liability of Notaries can be imposed based on proven individual actions and errors. The actions in the case studied were assessed based on Article 264 paragraph (1) in conjunction with Article 55 paragraph (1) point 1 of the Criminal Code which was in effect at the time the act was committed, while Article 391, Article 392, and Article 20 of Law Number 1 of 2023 were used as a study of national legal developments. The criminalization of Notaries does not immediately cause Power of Attorney to Sell Deeds Numbers 53, 54, 55, and 58 to be null and void. The four deeds still exist as documents, but their authentic evidentiary power regarding the appearance and signing cannot be maintained. The legal consequences of the Sale and Purchase Deed and the recording of the transfer of land rights must be resolved through civil and land law mechanisms.*

Keywords: *Criminal; Liability; Notary; Participation.*

1. Introduction

Notaries hold an important position in the Indonesian legal system because they are authorized by law to create authentic deeds. Article 1 number 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notaries stipulates that Notaries are public officials authorized to create authentic deeds and have other authorities as referred to in the Law on the Position of Notaries or based on other laws.[1]This position demonstrates that Notaries perform some of the state's functions in the field of

[1]Law of the Republic of Indonesia Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, Article 1 number 1.

civil law, particularly in providing services to the public through the creation of authentic written evidence. The authority held by Notaries must be exercised with integrity, honesty, thoroughness, independence, and impartiality, while safeguarding the interests of all parties involved in a legal act.[2]

Akta autentik mempunyai fungsi penting sebagai alat bukti karena dibuat dalam bentuk yang ditentukan oleh undang-undang oleh atau di hadapan pejabat umum yang berwenang. Pasal 1868 Kitab Undang-Undang Hukum Perdata menentukan bahwa suatu akta autentik merupakan akta yang dibuat dalam bentuk yang ditentukan undang-undang oleh atau di hadapan pejabat umum yang berkuasa untuk itu di tempat akta tersebut dibuat.[3] Kedudukan akta autentik tersebut menyebabkan prosedur pembentukan akta tidak dapat dipandang sebagai formalitas administratif semata. Kehadiran penghadap, pembacaan akta, kesesuaian kehendak para pihak, serta penandatanganan akta merupakan bagian penting dalam menjamin bahwa proses lahirnya akta dapat dipertanggungjawabkan secara hukum. Prinsip kehati-hatian juga menghendaki Notaris melakukan pemeriksaan secara cermat terhadap identitas, dokumen, dan keterangan para penghadap sebelum menuangkannya ke dalam akta.[4]

Permasalahan hukum timbul apabila kewenangan tersebut digunakan dalam proses pembuatan akta yang tidak sesuai dengan keadaan sebenarnya. Keberadaan keterangan yang tidak benar dalam suatu akta pada dasarnya tidak selalu menyebabkan Notaris dapat dimintai pertanggungjawaban pidana. Pertanggungjawaban tersebut harus dikaitkan dengan pengetahuan, perbuatan, keterlibatan, dan kesalahan Notaris dalam proses pembuatan akta. Ailina Rahmanita Fauzi, Iin Khaeriyatun Ni'mah, dan Sri Endah Wahyuningsih membedakan keadaan ketika Notaris membuat akta berdasarkan keterangan yang diberikan oleh para pihak dengan keadaan ketika Notaris secara sengaja atau karena kelalaiannya terlibat dalam pembuatan akta yang tidak benar.[5] Pemisahan tersebut penting karena pertanggungjawaban pidana bersifat personal dan tidak dapat dibebankan kepada Notaris hanya berdasarkan kedudukannya sebagai pejabat umum. Temuan penelitian tersebut juga menegaskan bahwa keberadaan keterangan palsu dalam akta tidak dengan sendirinya menjadikan Notaris bertanggung jawab pidana.

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[2]Habib Adjie, Indonesian Notary Law: Thematic Interpretation of Law Number 30 of 2004 concerning the Position of Notary, Bandung: PT Refika Aditama, 2018.
[3]Civil Code, Article 1868.
[4]Denny Saputra and Sri Endah Wahyuningsih, “Principles of Caution for Notaries/PPAT in Carrying Out Their Duties and Responsibilities in Efforts to Prevent Criminalization Based on the Code of Ethics,” Jurnal Akta, Vol. 4, No. 3, September 2017, pp. 347–354.
[5]Ailina Rahmanita Fauzi, Iin Khaeriyatun Ni'mah, and Sri Endah Wahyuningsih, “Concept of Criminal Liability of Notary Law in Deed Making Based on Perjury,” Jurnal Akta, Vol. 6, No. 4, December 2019, pp. 675–682.

Perkara yang menjadi objek penelitian ini adalah Putusan Pengadilan Negeri Semarang Nomor 773/Pid.B/2021/PN Smg yang berkaitan dengan pembuatan Akta Kuasa Menjual Nomor 53, Nomor 54, Nomor 55, dan Nomor 58 tanggal 28 Desember 2013. Fakta hukum dalam perkara menunjukkan bahwa pihak yang disebut sebagai pemberi kuasa tidak hadir menghadap dalam proses pembuatan akta tersebut. Pemeriksaan laboratoris terhadap tanda tangan juga menghasilkan temuan bahwa tanda tangan atas nama S pada Akta Kuasa Menjual Nomor 53, Nomor 54, dan Nomor 55 dinyatakan non-identik dengan tanda tangan pembanding, sedangkan tanda tangan pada Akta Nomor 58 dinyatakan identik. Perbedaan hasil pemeriksaan tersebut mempunyai arti penting dalam menentukan kekuatan pembuktian masing-masing akta dan tidak dapat diperlakukan secara sama.

In this case, the Semarang District Court declared that Notary MH and FEW were legally and convincingly proven guilty of committing a crime qualified as ordering and participating in the forgery of authentic documents. This criminal liability is based on Article 264 paragraph (1) in conjunction with Article 55 paragraph (1) point 1 of the Criminal Code which was in effect at the time the act was committed. The case was then examined at the appeal level through the Semarang High Court Decision Number 153/Pid/2022/PT SMG, the cassation level through the Supreme Court Decision Number 1209 K/Pid/2022, and the Judicial Review level through the Supreme Court Decision Number 39 PK/PID/2025. This series of decisions is important for determining the development and certainty of criminal liability for Notaries.

The legal issue does not stop with the notary's criminal liability, as the Power of Attorney to Sell, which was the object of the forgery, is linked to subsequent legal action. A Power of Attorney to Sell must be distinguished from a Deed of Sale and Purchase drawn up by a Land Deed Official (PPAT). A power of attorney essentially grants the recipient of the power of attorney the authority to perform certain actions on behalf of the principal, while such power does not automatically result in the transfer of land rights. The sale and purchase transaction and registration of the transfer of rights must still be carried out in accordance with land law.[6]This distinction is necessary so that the criminal decision against the Notary is not directly interpreted as the cancellation of the Sale and Purchase Deed or the deletion of the registration of the transfer of land rights.

The development of national criminal law also provides a new dimension to this research. Law Number 1 of 2023 concerning the Criminal Code regulates the forgery of documents in Article 391 and provides regulations for the forgery of

[6]Bambang Eko Muljono, "Implementation of Transfer of Land Rights Based on a Sale and Purchase Agreement and Power of Attorney to Sell Made by a Notary," Jurnal Independent, Vol. 1, No. 2, 2013, pp. 59–70.

certain documents, including authentic deeds, in Article 392. The form of further participation is regulated in Article 20, including participating in committing a crime as contained in Article 20 letter c. These provisions are used in the research as a study of the development of national criminal law and are not applied retroactively to acts that occurred on December 28, 2013.

Identification of these issues is necessary to provide a clear boundary between the criminal liability of Notaries and the civil and land legal consequences arising from the problematic deeds. This study aims to analyze the criminal liability of Notaries who participated in the forgery of Power of Attorney to Sell Deeds based on Semarang District Court Decision Number 773/Pid.B/2021/PN Smg and legal certainty regarding the Power of Attorney to Sell Deeds that were the object of forgery in the decision.

2. Research Methods

The approach method used in this research is normative juridical with a statute approach, a case approach, and a conceptual approach. Normative legal research is used because the research problem is analyzed based on legal norms, legal principles, doctrines, and court decisions related to the criminal liability of Notaries and the status of the Deed of Power of Attorney to Sell. The statutory approach is carried out by examining the Criminal Code in force at the time of the act, the Notary Law, the Civil Code, land regulations, and Law Number 1 of 2023 concerning the Criminal Code.[7]The case approach is conducted through a review of Semarang District Court Decision Number 773/Pid.B/2021/PN Smg, along with decisions at the appeal, cassation, and judicial review levels. A conceptual approach is used to analyze the concepts of criminal liability, inclusion, document forgery, authentic deeds, power of attorney, and legal certainty. The research specification is descriptive analytical, that is, it describes the legal provisions and legal facts contained in the decision to be analyzed based on relevant legal theories and norms. Primary legal materials consist of laws and regulations and court decisions, while secondary legal materials consist of books, scientific journals, and scientific works related to the research object. The collection of legal materials is carried out through literature studies by inventorying, classifying, and reviewing legal materials based on their relevance to the research problem. The legal materials are then analyzed qualitatively by connecting the legal facts that have been assessed in the decision with laws and regulations, the theory of criminal responsibility, the concept of inclusion, and the theory of legal certainty, then conclusions are drawn in a normative juridical manner.

3. Results and Discussion

[7]Peter Mahmud Marzuki, Legal Research, Jakarta: Kencana.

3.1 Criminal Liability of Notaries Who Participate in Forgery of Deeds of Power of Attorney to Sell

Criminal liability is a mechanism for determining whether a person who has committed an act that meets the definition of a crime can be blamed and punished for their actions. The existence of a crime does not automatically result in a person being subject to criminal punishment, as criminal liability requires fault that can be attributed to the perpetrator. Moeljatno explains that a person cannot simply commit an act prohibited by criminal law; there must also be fault that allows for the act to be held accountable.[8]Sudarto also places the ability to be responsible, the presence of intent or negligence, and the absence of excuses as important elements in determining criminal responsibility.[9]

This principle is crucial in determining the criminal liability of a notary. A person's status as a notary cannot automatically impose criminal liability on any legal issue arising from the deed they have drawn up. Criminal liability must be directed at the notary's personal actions, fault, knowledge, and involvement in the crime. Sri Endah Wahyuningsih posits the individualization of criminal liability as a principle that requires that liability and punishment be linked to the circumstances and individual fault of the perpetrator.[10]The thesis also emphasizes that the existence of a deed containing false information does not in itself prove that the Notary has committed a crime; it must be proven whether the Notary knew, wanted, or was personally involved in the act.

This concept is in line with the research of Ailina Rahmanita Fauzi, Iin Khaeriyatun Ni'mah, and Sri Endah Wahyuningsih which shows the need to differentiate between deeds made based on statements from the parties and situations where the Notary himself intentionally or due to negligence makes an incorrect deed.[11]The criminal liability of a Notary must therefore be proven based on his involvement and fault in the process of making the deed, not only based on the fact that the deed made was later proven to be problematic.

[8]Moeljatno, Principles of Criminal Law, Revised Edition, Jakarta: Rineka Cipta, 2008, pp. 164–168.
[9]Sudarto, Criminal Law I, Semarang: Sudarto Foundation, Faculty of Law, Diponegoro University, 1990, pp. 91–98.
[10]Sri Endah Wahyuningsih, Principles of Criminal Individualization in Islamic Criminal Law and Reform of Indonesian Criminal Law, Semarang: Diponegoro University Publishing Agency, 2013, pp. 108–111.
[11]Ailina Rahmanita Fauzi, Iin Khaeriyatun Ni'mah, and Sri Endah Wahyuningsih, "Concept of Criminal Liability of Notary Law in Deed Making Based on Perjury," Jurnal Akta, Vol. 6, No. 4, December 2019, pp. 675–682.

The case in Semarang District Court Decision Number 773/Pid.B/2021/PN Smg relates to the preparation of Power of Attorney to Sell Deeds Numbers 53, 54, 55, and 58 dated December 28, 2013. The trial facts show that S and her husband, I, were not present when the deed was prepared. This situation is important because the presence of the person appearing, reading, and signing are part of the procedures for preparing a Notarial deed.[12]

Article 16 paragraph (1) letter m of the Law on the Position of Notaries requires the Notary to read the deed in front of the presenter and sign it together with the presenter and witnesses.[13]This provision shows that the presence and signing are not merely administrative formalities, but rather part of the formal guarantee of the authenticity of the deed.

Laboratory examination results indicate that the signature in the name of S on Deeds Numbers 53, 54, and 55 is not identical to the comparative signature, while the signature on Deed Number 58 is declared identical. These differences must be assessed separately because the authenticity of the signature is not the same as fulfilling the procedures for appearing and signing.

The act occurred in 2013, so the criminal provisions used are the Criminal Code in force at the time the act was committed. The indictment and verdict use Article 264 paragraph (1) in conjunction with Article 55 paragraph (1) point 1 of the Criminal Code. This application is in line with the principle of legality, which requires that punishment be based on the criminal provisions in force before the act was committed.[14]

Article 264 of the Criminal Code is a form of aggravation for document forgery because the object is a specific document, including an authentic deed. This provision is related to Article 263 of the Criminal Code concerning document forgery in general.[15]Notarial deeds receive stronger protection because they have the status of authentic evidence that is trusted by the public.

The use of Article 55 paragraph (1) point 1 of the Criminal Code indicates that the crime in this case involved more than one person. This provision regulates the people who commit, order to commit, and participate in committing the

[12]Law of the Republic of Indonesia Number 30 of 2004 concerning the Position of Notary as amended by Law of the Republic of Indonesia Number 2 of 2014.
[13]Ibid., Article 16 paragraph (1) letter m.
[14]Criminal Code, Article 1 paragraph (1).
[15]R. Soesilo, Principles of Criminal Law: General Regulations and Special Crimes, Bogor: Politeia, 1991.

crime.[16]Each form of participation must still be distinguished based on the concrete actions and roles of each actor.

The concept of "doen pleger," or ordering to do something, differs from "medepleger," or participating in doing something. Medepleger requires conscious cooperation and real contribution in carrying out the crime.[17]The presence of several people in a series of events alone is not enough to prove their participation.

This construction is relevant to the positions of MH and FEW. MH acted as a notary, while FEW was a staff member of the notary's office. Both parties' liability must be assessed individually based on their respective actions, knowledge, intentions, and contributions. This principle aligns with the individualization of criminal liability.[18]

MH's actions were assessed based on his role in the deed-making process, including his knowledge of the power of attorney's absence and the actions taken during the deed-making process. His status as a notary is not an automatic basis for criminal prosecution, but it becomes relevant when linked to proven actions and wrongdoing.

The Semarang District Court's ruling found MH guilty of a crime classified as "ordering and participating in the forgery of an authentic document." This criminal liability was then upheld until the judicial review stage, while the assessment of FEW changed on appeal. This difference indicates that criminal liability must be imposed on a personal basis.

The National Criminal Code further regulates the forgery of documents in Article 391 and the forgery of certain documents, including authentic deeds, in Article 392.[19]Participation is also regulated in Article 20, including participating in committing a crime as referred to in Article 20 letter c.[20]These provisions are used as a review of legal developments and are not applied retroactively to actions in 2013.

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[16]Criminal Code, Article 55 paragraph (1) point 1
[17]PAF Lamintang and Theo Lamintang, Basics of Criminal Law in Indonesia, Jakarta: Sinar Grafika, 2014, pp. 594–599.
[18]Sri Endah Wahyuningsih, Principles of Criminal Individualization in Islamic Criminal Law and Reform of Indonesian Criminal Law, Semarang: Diponegoro University Publishing Agency, 2013, pp. 108–111.
[19]Law of the Republic of Indonesia Number 1 of 2023 concerning the Criminal Code, Article 391.
[20]Ibid., Article 20.

The research results show that a notary's criminal liability must be based on the individual's actions, mistakes, and form of involvement. Violation of official duties does not automatically constitute a crime. Criminal penalties can only be imposed if the notary's actions meet the elements of a crime and their guilt can be proven.

3.2 Legal Certainty regarding the Power of Attorney to Sell Deed which is the Object of Forgery

Legal certainty regarding a Power of Attorney to Sell that is the object of forgery cannot be determined solely from the existence of a criminal verdict against a Notary. The analysis must distinguish between the perpetrator's criminal liability, the deed's status as a document, its evidentiary force, the validity of the power of attorney, and the legal consequences for subsequent actions using the deed.

An authentic deed according to Article 1868 of the Civil Code is a deed made in a form determined by law by or before an authorized public official.[21]This position provides special evidentiary force as long as the procedures for its formation comply with legal requirements. Herlien Budiono explained that violating certain formal requirements can affect the notarial deed's evidentiary force and evidentiary force.[22]

Power of Attorney to Sell Deeds Numbers 53, 54, 55, and 58 are notarial deeds that formally contain the power of attorney to sell. The power of attorney itself is regulated in Article 1792 of the Civil Code as an agreement that grants another person the authority to act on behalf of the grantor.[23]The power of attorney to sell is specific in nature so that the authority to carry out the transfer must be given expressly.[24]Subekti also emphasized that the recipient of the power of attorney basically acts as a representative of the grantor of the power of attorney.[25]

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[21]Civil Code, Article 1868.
[22]Herlien Budiono, Collection of Civil Law Writings in the Notary Sector, Second Book, Bandung: PT Citra Aditya Bakti, 2013, pp. 267–268.
[23]Civil Code, Article 1792.
[24]Ibid., Article 1795 and Article 1796.
[25]Subekti, Various Agreements, Bandung: Citra Aditya Bakti, 1995, p. 140.

The facts of the case indicate that S and I were not present during the deed-making process. This situation affects the formal validity of the deed, particularly regarding the presence and signing. Deeds Numbers 53, 54, and 55 present additional problems because the signature in S's name is stated to be non-identical to the appellant's signature. These three deeds therefore cannot be used to prove the granting of power of attorney by S.

Deed No. 58 must be considered differently because the signatures in S's name are declared identical. Identical signatures do not in themselves prove that all deed-making procedures have been fulfilled. The authenticity of the signature and the validity of the submission process are two different matters.

The notary's conviction does not automatically render the four Power of Attorney to Sell deeds null and void. A criminal judgment essentially determines the existence of a crime and the perpetrator's responsibility, while the cancellation of a deed or legal act is subject to civil and notarial law. The four deeds remain in existence as documents, but their authentic evidentiary force regarding the appearance and signing cannot be upheld.

The legal consequences become more complex for Deeds Number 53 and 54 because both are used in the series of transfers of rights to SHM Number 5435/Srondol Wetan and SHM Number 5436/Srondol Wetan. When the granting of power of attorney from S cannot be proven, the basis of the power of attorney to act on behalf of S can be questioned.

A power of attorney to sell cannot be equated with a land sale or purchase. A power of attorney only authorizes the grantee to act on behalf of the grantor, while the transfer of rights must still be carried out through land law mechanisms. Bambang Eko Muljono also differentiates the function of a power of attorney from the act of buying and selling and transferring land rights.[26]

The Deed of Power of Attorney to Sell must also be distinguished from the Deed of Sale and Purchase made by a PPAT. Article 37 paragraph (1) of Government Regulation Number 24 of 1997 stipulates that the transfer of land rights through sale and purchase can only be registered if proven by a deed made by an authorized PPAT.[27]Therefore, defects in Deeds Number 53 and 54 do not

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[26]Bambang Eko Muljono, "Implementation of Transfer of Land Rights Based on a Sale and Purchase Agreement and Power of Attorney to Sell Made by a Notary," Jurnal Independent, Vol. 1, No. 2, 2013, pp. 59–70.
[27]Republic of Indonesia Government Regulation Number 24 of 1997 concerning Land Registration, Article 37 paragraph (1).

automatically cancel the Deed of Sale and Purchase, delete the recording of the transfer of rights, or return the certificate to the previous owner.

Legal certainty in this case must be established by separating the status of the Deed of Power of Attorney to Sell, the validity of the Deed of Sale and Purchase, and the registration of the transfer of land rights. These three aspects are interrelated, but have different legal bases and resolution mechanisms.

The results of the study indicate that the criminalization of the Notary does not automatically cancel the Deeds of Power of Attorney to Sell Numbers 53, 54, 55, and 58. The four deeds remain as documents, but their authentic evidentiary power regarding the appearance and signing cannot be maintained. Specifically for Deeds Numbers 53, 54, and 55, the signature of S which is stated to be non-identical causes the deed to be unable to prove the granting of power of attorney. The consequences for the AJB and the recording of the transfer of rights must still be resolved through civil and land law mechanisms.

4. Conclusion

MH's criminal liability as a Notary is based on his actions and mistakes in the process of making the Deed of Power of Attorney to Sell Numbers 53, 54, 55, and 58 dated December 28, 2013 without the presence of the principals. His actions are judicially qualified as ordering and participating in the falsification of authentic documents based on Article 264 paragraph (1) in conjunction with Article 55 paragraph (1) ke-1 of the Criminal Code and his criminal liability remains up to the level of Judicial Review. The provisions of Article 391 and Article 392 regarding falsification of documents and Article 20 regarding inclusion in Law Number 1 of 2023 are used as a study of the development of national law, not as a basis for criminalizing acts that occurred in 2013. The criminalization of the Notary does not automatically cause the Deed of Power of Attorney to Sell Numbers 53, 54, 55, and 58 to be null and void. The four deeds remain in existence as documents, but their authentic evidentiary force regarding the appearance and signing cannot be upheld. Specifically for Deeds 53, 54, and 55, S's signature, which was declared non-identical, renders the three deeds unable to prove the grant of power of attorney. The legal consequences for the Deed of Sale and Sale and the registration of the transfer of land rights must still be resolved through civil and land law mechanisms. Notaries are urged to exercise their authority to draw up deeds carefully, honestly, and in accordance with the Notary Law, particularly by ensuring the presence of the parties, the authenticity of their identities, the conformity of the parties' wishes, and the signing of the deed in accordance with applicable procedures. The Notary Supervisory Board and notary professional organizations also need to improve guidance and supervision of the implementation of their duties to prevent abuse of authority and maintain public trust in authentic deeds.

5. References

Journals:

Fauzi, Ailina Rahmanita, Iin Khaeriyatun Ni'mah, dan Sri Endah Wahyuningsih. "Concept of Criminal Liability of Notary Law in Deed Making Based on Perjury." *Jurnal Akta*, Vol. 6, No. 4, Desember 2019, hlm. 675–682.

Muljono, Bambang Eko. "Pelaksanaan Peralihan Hak Atas Tanah Berdasarkan Perjanjian Pengikatan Jual Beli dan Kuasa untuk Menjual yang Dibuat oleh Notaris." *Jurnal Independent*, Vol. 1, No. 2, 2013, hlm. 59–70.

Saputra, Denny dan Sri Endah Wahyuningsih. "Prinsip Kehati-Hatian bagi Notaris/PPAT dalam Menjalankan Tupoksinya dalam Upaya Pencegahan Kriminalisasi Berdasarkan Kode Etik." *Jurnal Akta*, Vol. 4, No. 3, September 2017, hlm. 347–354.

Books:

Adjie, Habib. *Hukum Notaris Indonesia: Tafsir Tematik terhadap Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris*. Bandung: PT Refika Aditama, 2018.

Budiono, Herlien. *Kumpulan Tulisan Hukum Perdata di Bidang Kenotariatan*, *Buku Kedua*. Bandung: PT Citra Aditya Bakti, 2013.

Lamintang, P.A.F. dan Theo Lamintang. *Dasar-Dasar Hukum Pidana di Indonesia*. Jakarta: Sinar Grafika, 2014.

Moeljatno. *Asas-Asas Hukum Pidana*. Edisi Revisi. Jakarta: Rineka Cipta, 2008.

Soesilo, R. *Pokok-Pokok Hukum Pidana: Peraturan Umum dan Delik-Delik Khusus*. Bogor: Politeia, 1991.

Subekti. *Aneka Perjanjian*. Bandung: Citra Aditya Bakti, 1995.

Sudarto. *Hukum Pidana I*. Semarang: Yayasan Sudarto Fakultas Hukum Universitas Diponegoro, 1990.

Wahyuningsih, Sri Endah. *Prinsip-Prinsip Individualisasi Pidana dalam Hukum Pidana Islam dan Pembaharuan Hukum Pidana Indonesia*. Semarang: Badan Penerbit Universitas Diponegoro, 2013.

Regulation:
Civil Code of the Republic of Indonesia (Burgerlijk Wetboek van Indonesia);
Regulation of the Minister of Agrarian Affairs and Spatial Planning of the National Land Agency (ATR/BPN) Number 16 of 2021 concerning the third amendment to Regulation of the Minister of ATR/BPN Number 3 of 1997 concerning Land Registration
Law Number 30 of 2004 concerning the Position of Notary
The 1945 Constitution of the Republic of Indonesia;
Law Number 12 of 2011 in conjunction with Law Number 13 of 2022 concerning the Formation of Legislation;
Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary;