



NOTARIAL AUTHORITY AND LEGAL ACCOUNTABILITY IN SHARIA BANKING CONTRACTS: A DOCTRINAL STUDY

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ABSTRACT

The purpose of this study is to examine and analyze the role and responsibilities of notaries in drafting Islamic banking agreements. This study uses a doctrinal legal approach. The findings show that notaries have the authority to prepare authentic deeds for Islamic banking contracts. These deeds serve as strong legal evidence in resolving disputes in the context of Islamic banking. The responsibility of notaries in preparing Islamic banking agreements includes three legal aspects. First, under civil law, Article 84 of the Notary Law outlines the civil liability of notaries. Second, under administrative law, Article 85 of the Notary Law provides that if a notary makes an error when drafting a deed, they may be subject to administrative sanctions in accordance with the Notary Law and its implementing regulations. Third, in terms of criminal law, if a notary commits an act that constitutes a criminal offense as defined in the Criminal Code, they may face criminal sanctions accordingly. The study suggests that sharia training and certification for notaries should be made standard, especially for those involved in Islamic finance.

1. Introduction

Sharia-based banks in Indonesia are regulated under the Law on Islamic Banking (*Undang-Undang Perbankan Syariah* or UUPS). Their operations are divided into Sharia General Banks and Sharia People's Financing Banks. Islamic banking in Indonesia has grown rapidly in recent years. Data from the Financial Services Authority (*Otoritas Jasa Keuangan* or OJK) in October 2021 showed that total assets of Sharia Banks and Sharia Business Units reached IDR 633.78 trillion.¹ This includes the combined assets of Bank Syariah Mandiri, Bank Negara Indonesia Syariah, and Bank Rakyat Indonesia Syariah. The total reflects a 30% increase over the past three years. A key milestone was the merger of these three banks into Bank Syariah

¹ Ferrika Sari, Aset BTPS, BRIS dan Unit Usaha Syariah Bertumbuh Pesat di Kala Pandemi, *Kontan.co.id*, April 5, 2022.

Indonesia (BSI) on February 1, 2021. This marked a major step in the consolidation and development of the Islamic banking sector.

The legal basis for Islamic banking began with Law Number 10 of 1998, which amended Law Number 7 of 1992 on Banking. It was strengthened by Law No. 21 of 2008 on Islamic Banking (UUPS). Although UUPS is still in force, parts of it have been amended by Law No. 6 of 2023 (the Job Creation Law) and Law Number 4 of 2023 on Financial Sector Development (P2K Law). Article 3 of UUPS outlines the main goals of Islamic banking. These include promoting justice, solidarity, and fair distribution of welfare.

Islamic banking operates based on principles such as *mudharabah*, *musyarakah*, *murabahah*, *ijarah*, and *ijarah wa iqtina*, which require notaries to draft Sharia-compliant deeds. As the number of Sharia banks grows, the role of notaries becomes increasingly important. Under Law Number 2 of 2014 Notary Law (*Undang-Undang Jabatan Notaris* or UUJN), notaries are authorized to create authentic legal documents that ensure compliance with both Islamic and national law. These contracts must be properly recorded to hold legal force. Both conventional and Sharia banks depend on notarial services for financing and collateral agreements. However, notaries also face legal risks when handling Sharia-based contracts.

According to the legal theory of *resicoleer* (risk theory), a party may be responsible for losses that occur due to unforeseen events, unless caused by *force majeure* (overmatch). This theory helps define who bears responsibility when unexpected events affect the contract. Legal risks in this context may involve both civil and criminal law. Issues can arise when deeds are not in line with the UUJN, UUPS, the Civil Code (*Kitab Undang-Undang Hukum Perdata* or KUH Perdata), or the Criminal Code (*Kitab Undang-Undang Hukum Pidana* or KUH Pidana). Many notaries may lack sufficient knowledge of Islamic law, which is essential for drafting valid Islamic banking agreements.

The main legal issue in this research concerns the notary's position and responsibility in drafting Sharia banking agreements. Sharia banking must also follow Islamic principles. For a contract to have legal force, it must be recorded before a notary. Therefore, both conventional and sharia banks require notarial services. Notaries, as public officials, are authorized to create authentic deeds under Law Number 2 of 2014 (UUJN). Their products are legally binding on the parties. Thus, notaries must have sufficient knowledge, skills, and experience in drafting sharia banking agreements. It also explores their legal accountability when mistakes occur, especially in balancing religious principles and statutory regulations.²

This research examines the role of notaries in Sharia banking, focusing on Articles

² Arlita Reggiana Viola Huswan, Hasbir Paserangi, and Muhammad Aswan., Principles of sharia compliance in the making of deeds by notary partners of sharia bank in Sulawesi Selatan province, *Tec Empresarial* Vol.18, no.2, 2023, page.45. See too, Ghansham Anand, Baiq Elma Purnamawadita, Xavier Nugraha, and Nur Ezan Rahmat., Integrating Sharia Certification in the Notary Profession: A Comparative Legal Analysis, Challenges, and Opportunities in Southeast Asian Countries, *Syariah: Jurnal Hukum dan Pemikiran*, Vol.24, no.2, 2024, page.275; Holly Muridi Zham-Zham and Thea Yori Mataheru., Kewenangan Notaris dalam Penerapan dan Pengembangan Hukum Ekonomi Islam di Indonesia, *Jurnal Hukum Bisnis Bonum Commune*, Vol.3, no.2, 2020, page.457587.

15, 84, and 85 of the UUJN, which regulate notaries' authority and responsibility to create authentic deeds. It also refers to the UUPS, which governs Islamic banking operations. Notaries are expected to draft deeds that are legally valid and comply with Sharia principles based on DSN-MUI fatwas. However, in practice, many notaries lack sufficient knowledge of Islamic law. This results in deeds that may not meet Sharia standards, creating legal and financial risks.³ The issue is important as Islamic banking continues to grow and become a key part of Indonesia's economy. Article 33(4) of the 1945 Constitution promotes economic democracy and welfare, aligning with Sharia banking goals. Recent laws such as the Job Creation Law (*Undang-Undang Cipta Kerja* or UU Ciptaker) and the Financial Sector Law (*Undang-Undang Pengembangan dan Penguatan Sektor Keuangan* or UU P2SK) highlight the need for notaries to understand both statutory and Islamic law to prevent legal issues.

Existing studies on notaries in conventional banking mainly discuss technical aspects of deed creation or general legal frameworks. However, they rarely focus on the role of notaries in sharia banking agreements.⁴ Research on notaries' competence in applying sharia principles like *mudharabah* or *murabahah* alongside legal rules such as UUJN remains limited.⁵ There are no standardized requirements for notaries handling sharia banking. At the same time, few studies discuss legal risks, such as *resicoleer*, in sharia contracts.⁶ The intersection of religious and legal obligations in sharia agreements especially regarding notarial accountability in civil, administrative, or criminal law is underexplored.⁷ This article offers a new perspective by providing a normative and critical analysis of the notary's position and legal responsibility in the drafting of Sharia banking agreements. It bridges the gap between statutory obligations under the UUJN and UUPS and the Sharia principles guided by DSN-MUI

³ Ghansham Anand, Baiq Elma Purnamawadita, Xavier Nugraha, and Nur Ezan Rahmat., Integrating sharia certification in the notary profession: A comparative legal analysis, challenges, and opportunities in southeast asian countries, *Syariah: Jurnal Hukum dan Pemikiran*, Vol.24, no.2, 2024, 277. See too, Arlita Reggiana Viola Huswan, Hasbir Paserangi, and Muhammad Aswan., Principles of sharia compliance in the making of deeds by notary partners of sharia bank in Sulawesi Selatan Province, *Tec Empresarial*, Vol.18, no.2, 2023, page.45.

⁴ Holly Muridi Zham-Zham and Thea Yori Mataheru., Kewenangan Notaris dalam Penerapan dan Pengembangan Hukum Ekonomi Islam di Indonesia, *Jurnal Hukum Bisnis Bonum Commune*, Vol.3, no.2, 2020, page.457586. See too, Mia Augina Romauli Sibuea., Tanggung jawab perdata notaris atas akta perjanjian pengikatan jual beli yang cacat dalam komparasi: bahasa Indonesia, *Jurnal Suara Hukum*, Vol.4, no.1, 2022, page.140.

⁵ Arlita Reggiana Viola Huswan, Hasbir Paserangi, and Muhammad Aswan., Principles of sharia compliance in the making of deeds by notary partners of sharia bank in Sulawesi Selatan province, *Tec Empresarial*, Vol.18, no.2, 2023, page.40. See too, Ghansham Anand, Baiq Elma Purnamawadita, Xavier Nugraha, and Nur Ezan Rahmat., Integrating sharia certification in the notary profession: A comparative legal analysis, challenges, and opportunities in southeast asian countries, *Syariah: Jurnal Hukum dan Pemikiran*, Vol.24, no.2, 2024, page.280.

⁶ Rahayu Hartini., The ambiguity of dismissal of notary over bankruptcy in Indonesia, *Legality: Jurnal Ilmiah Hukum*, Vol.29, no.2, 2021, page.281. See too, Afifi Lubis, Ikhsan Lubis, Nelly Azwarni Sinaga, Duma Indah Sari Lubis, and Andi Hakim Lubis., Strengthening the integrity of the notary position from the perspective of islamic ethics, *Petita*, Vol.10, no.2, 2025, page.449.

⁷ Ulfia Nur Faiqoh and Nynda Fatmawati Octarina., Cyber notary in islamic economic law in Indonesia, *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan*, Vol.11, no.1, 2024, page.240. See too, Rahmat Hidayat and Pujiyono Suwadi., Measuring the criteria for notary accountability in the use of online media as a means of notary promotion in Indonesia, *Revista de Gestão Social e Ambiental*, Vol.18, no.5, 2024, page.12.

fatwas, highlighting how legal inconsistencies and lack of competence can lead to civil or criminal liabilities. Unlike most existing studies that focus on conventional banking or technical deed-making, this research contributes to a deeper understanding of notarial accountability in the Sharia financial sector. This research aims to fill these gaps by analyzing the notary's role, legal duties, and risk mitigation in sharia banking.

Recent research highlights the complexity of sharia banking agreements. Many scholars emphasize the importance of National Sharia Council - Indonesian Ulema Council (*Dewan Syariah Nasional - Majelis Ulama Indonesia* or DSN-MUI) fatwas in standardizing contracts.⁸ Legal theories like *resicoleer* are discussed in conventional settings but are rarely applied in sharia contexts due to religious constraints.⁹ Notarial mistakes often result from a lack of Islamic law training, leading to contract disputes.¹⁰ Some studies suggest digital solutions, like cyber notaries, to improve efficiency, although the law has yet to catch up.¹¹ Other research points to the absence of regulations for sharia fintech and inconsistent notarial practices across regions.¹² This study expands on these insights by exploring notaries' legal and ethical responsibilities in sharia banking from both theoretical and practical perspectives.¹³

⁸ Muhammad Habibi Miftakhul Marwah, Sholahuddin Al-Fatih, Mohammad Azam Hussain, and Haris., The position and role of the Sharia supervisory board in ensuring Sharia compliance equity crowdfunding in Indonesia, *Jurnal Hukum*, Vol.39, no.2, 2023, page.223.

⁹ Trianah Sofiani and Heris Suhendar., The settlement model of non-performing financing which is more effective and legal justice in sharia financing companies, *Jurnal Hukum*, Vol.40, no.1, 2024, page.61.

¹⁰ Darmadi Duriyanto, Dahniarti Hasana, Nur Fareha, and Dewi Nadya Maharani., The challenges of sharia fintech regulation in Indonesia: A global comparative analysis, *Jurnal Hukum*, Vol.41, no.1, 2025, page.20. See too, Ghansham Anand, Baiq Elma Purnamawadita, Xavier Nugraha, and Nur Ezan Rahmat., Integrating sharia certification in the notary profession: A comparative legal analysis, challenges, and opportunities in southeast asian countries, *Syariah: Jurnal Hukum dan Pemikiran*, Vol.24, no.2, 2024, page.280.

¹¹ Panca O. Hadi Putra, Iskandar Muda, Mohammad Ryan Bakry, Chandra Yusuf, and Irwan Santosa., A Framework for Integrated E-notary Services Based on Blockchain for Civil Law Notaries: The Case of Indonesia, *JOIV: International Journal on Informatics Visualization*, Vol.9, no.1, 2025, page.155. See too, Ulfia Nur Faiqoh and Nynda Fatmawati Octarina., Cyber notary in Islamic Economic Law in Indonesia, *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan*, Vol.11, no.1, 2024, page.241; Stefan Koos., The Digitization of Notarial Tasks-A Comparative Overview and Outlook of 'Cyber Notary'In Indonesia and Germany, *The Indonesian Journal of Socio-Legal Studies*, Vol.2, no.2, 2023, page.1; Naurah Humam Alkatiri, Mohamad Fajri Mekka Putra, and Kyle Ongko., A Legal Perspective: Implementing an Electronic Notarization System in Indonesia in the Post-Pandemic Era, *Jambura Law Review*, Vol.5, no.2, 2023, page.335.

¹² Darmadi Duriyanto, Dahniarti Hasana, Nur Fareha, and Dewi Nadya Maharani., The Challenges of Sharia Fintech Regulation in Indonesia: A Global Comparative Analysis, *Jurnal Hukum*, Vol.41, no.1, 2025, page.22. See too, Wazin Wazin, Umar Chamdan, Wasehudin Wasehudin, Muh Barid Nizarudin Wajdi, and Nihayatul Masykurah., The Dilemma of Sharia Tourism Regulation: Between Tradition and Modernity in Banten: Negotiating Islamic Values, Cultural Preservation, and Policy, *Jurnal Hukum*, Vol.41, no.1, 2025, page.180.

¹³ Devi Alincia and Tundjung Herning Sitabuana., Urgency of Law Amendment as Foundation of The Implementation of Cyber Notary, *Law Reform*, Vol.17, no.2, 2021, page.214. See too, Ghansham Anand, Baiq Elma Purnamawadita, Xavier Nugraha, and Nur Ezan Rahmat, Integrating Sharia Certification in the Notary Profession: A Comparative Legal Analysis, Challenges, and Opportunities in Southeast Asian Countries, *Syariah: Jurnal Hukum dan Pemikiran* Vol.24, no.2, 2024, page.278; Muhammad Zaki and Saidin Saidin., Legal Protection and Law Assistance to Notaries as a Public

This research aims to analyze the legal role of notaries in drafting sharia banking agreements. It focuses on their authority under the UUJN and UUPS to create authentic deeds. It also evaluates their civil, administrative, and criminal responsibilities. The study identifies gaps between legal rules and practice and offers solutions to improve notarial competence. It contributes to legal knowledge by explaining the connection between Islamic and national law. Practically, it guides notaries, policymakers, and banks to improve the quality of sharia contracts. It also supports standardizing notarial skills to reduce legal risks and strengthen trust in sharia financial transactions.

2. Research Methods

This study uses a normative legal research method, also known as doctrinal research.¹⁴ The normative-doctrinal method is chosen because the study focuses on analyzing legal norms, statutory obligations, and doctrinal interpretations relevant to notaries' roles in Islamic banking contracts. This method is appropriate as it allows a systematic legal evaluation of existing regulations to assess their consistency with sharia principles. The focus is on analyzing the legal position and responsibilities of notaries in preparing sharia banking agreements. This method relies on secondary data. The main sources include legal documents such as the Law on the Position of Notary (UUJN), the Law on Islamic Banking (UUPS), the Civil Code, and fatwas issued by the National Sharia Council (DSN-MUI). Court decisions and expert legal opinions are also used to support the analysis. Primary sources were selected for relevance; secondary ones for credibility and contribution to sharia-notarial discourse.

The study also uses academic books and journal articles that discuss the role of notaries and the development of sharia banking in Indonesia. The data is analyzed using a qualitative juridical method. This means the legal materials are interpreted systematically to understand how well the existing regulations align with sharia principles and legal requirements. The legal analysis identifies norms, interprets texts, aligns with sharia, and concludes legal certainty and compliance. The research uses several approaches. The statutory approach focuses on specific articles in the UUJN and UUPS that regulate the authority and responsibility of notaries. The study uses statutory, conceptual, and comparative approaches to examine notaries' roles and sharia contract implementation across jurisdictions. The conceptual approach helps explain legal theories such as risk-sharing, especially in cases of unexpected events in contract performance. A comparative approach is also used to look at how notaries in different regions or systems handle sharia banking agreements.

For the technique of data analysis, this research uses a qualitative juridical method and descriptive analysis. The descriptive analysis helps explain the practical roles, challenges, and responsibilities of notaries. Meanwhile, the qualitative juridical

Official in Indonesia, *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam*, Vol.8, no.2, 2024, page. 830; I. Mahadewi, Gusti Agung Ika Laksmi, Ni Komang Tari Padmawati, and I. Gusti Agung Mas Rwa Jayantiar., Notary in Indonesia: How Are State Fundamental Values Reflected in Law and Professional Ethics?, *Udayana Journal of Law and Culture*, Vol.6, no.2, 2022, page.215.

¹⁴ Ahmad Rosidi, Mukti Zainuddin, and Ismi Arifiana., Metode Dalam Penelitian Hukum Normatif Dan Sosiologis (Field Research), *Journal Law and Government*, Vol.2, no.1, 2024, page.46. See too, Sanne Taekema., Theoretical and normative frameworks for legal research: Putting theory into practice, *Law and Method*, Vol.5, no.2, 2018, page.7.

method is used to interpret legal texts systematically, focusing on how laws and regulations related to notaries and sharia banking agreements are formulated and applied. This study is limited to the legal norms applicable within the jurisdiction of Indonesia and does not include empirical fieldwork or interviews. The scope is restricted to formal legal instruments and their doctrinal interpretations, without addressing practical enforcement challenges in the field.

3. Result and Discussion

3.1. Notarial Authority in Drafting Sharia Banking Agreements

Indonesia uses a dual banking system. This means it has both a conventional banking system based on the Banking Law and a Sharia banking system based on the Sharia Banking Law (UUPS). According to the provisions of Article 1 number 25 of the UUPS provide an understanding that financing refers to the provision of funds or claims treated as equivalent, in the form of a). profit-sharing transactions such as *mudharabah* and *musyarakah*; b). rental transactions such as *ijarah* or lease-purchase agreements in the form of *ijarah muntahiya bittamlik*; c). sale and purchase transactions such as *murabahah*, *salam*, and *istishna* receivables; d). lending and borrowing transactions in the form of *qardh* receivables; and, e). service rental transactions in the form of *ijarah* for multi-service transactions, based on an agreement between Sharia Banks and/or UUPS and other parties, requiring the financed party and/or the recipient of funding facilities to return the funds after a certain period, with a fee, without a fee, or based on a profit-sharing arrangement.

Moreover, there are several conditions that must be present in all types of contracts in Sharia banking financing, such as both parties entering into the contract must be competent or legally capable; the subject of the contract must be someone who can bear legal consequences; the contract is valid provided it is executed by a person who has the right to do so; the contract must not involve any element prohibited by Sharia; the contract must bring benefit (*maslahah*); the offer (*ijab*) must remain valid and not be withdrawn before acceptance (*qabul*) occurs; and the offer and acceptance must take place in the same contract session (*majlis al-'aqd*).

In this context, consent becomes invalid if one party separates from the other before *qabul* (acceptance) occurs. Islamic banking does not simply distribute financing. It must also deal with problems such as adverse selection, moral hazard, costly state verification, and liquidity risk. These issues come from unpredictable cash flows and limited financial instruments to cover deficits.

Islamic banking practices are based on Islamic principles. These include Islamic Commercial Banks (*Bank Umum Syariah* or BUS) and Islamic Rural Credit Banks (*Bank Pembiayaan Rakyat Syariah* or BPRS). Both operate according to Sharia principles. This means their banking procedures follow the teachings of the Qur'an and Hadith.

The Sharia principles referred to are explained in Article 1 number 12 of the UUPS. They are Islamic legal principles in banking activities. These principles are based on fatwas issued by institutions that have the authority to issue fatwas in the Sharia field. The fatwas include those made by the National Sharia Council (*Dewan Syariah Nasional* or DSN) of the Indonesian Ulama Council (*Majelis Ulama Indonesia* or MUI).

Islamic banking products apply the principles of Islamic economic law, and these principles are outlined in a notarial deed. The legal norms of Islamic economics are closely connected to the notary's responsibility, especially regarding whether the contract made is valid or not. This is important because, in Islamic banking, a notary's role goes beyond legal duties. It also involves religious values, which are not found in conventional banking.¹⁵

The notary creates deeds based on their legal authority, as stated in Article 1 number 2 of the UUJN: "A notary is a public official authorized to make authentic deeds and has other authorities as stated in this Law or based on other laws." Besides this general authority, the notary also plays a role in preparing contracts used in Islamic financial institutions, based on the UUPS.

This shows that notaries hold a strategic role in Islamic banking, especially in preparing contracts often referred to as "deeds" in legal terms. Because these contracts follow Islamic principles, notaries involved must understand and be skilled in Islamic law. They must ensure that the contents of the contract follow Sharia law. This makes their responsibility more complex than in conventional practice.

The legal implication of a notary not having and mastering Islamic law is the potential for the contract to be null and void by law. Based on several disputes reviewed by researchers, it was found that many notaries working with financial institutions do not understand Sharia principles. As a result, the contracts they create often do not comply with Sharia. Therefore, it is suggested that there should be a standardization of competence for notaries working with Islamic financial institutions. However, such standardization may not be necessary if the deed meets the requirements of the UUJN and complies with Article 1320 of the Civil Code, which governs agreements, as long as it also considers the fatwa of the National Sharia Council (DSN)–Indonesian Ulema Council (MUI), regulations of the Financial Services Authority and regulations of Bank Indonesia. In this case, even if the contract is made by a notary without Sharia certification, the contract may still be declared authentic because it fulfills the essential elements and requirements of a contract, as is customary in legal practice.

Whether or not standardization of notary competency is needed in Islamic banking, what matters is that notaries must ensure that the contracts they make are valid according to the UUJN, Article 1320 of the Civil Code, and the fatwas of the DSN and MUI. The standardization of competencies for notaries can be seen as a positive added value for their professionalism and responsibility as public officials. However, this does not mean that the validity of a deed of agreement depends on whether the

¹⁵ Mahmoud Fayyad., Reconstructing lease-to-own contracts: A contemporary approach to Islamic banking standards, *Heliyon*, Vol.9, no.9, 2023, page.32. See too, Arlita Reggiana Viola Huswan, Hasbir Paserangi, and Muhammad Aswan., Principles of Sharia Compliance in the Making of Deeds by Notary Partners of Sharia Bank in Sulawesi Selatan Province, *Tec Empresarial*, Vol.18, no.2, 2023, page.47; Muhammad Habibi Miftakhul Marwah, Sholahuddin Al-Fatih, Mohammad Azam Hussain, and Haris., The position and role of the Sharia supervisory board in ensuring Sharia compliance equity crowdfunding in Indonesia, *Jurnal Hukum*, Vol.39, no.2, 2023, page.224; Ghansham Anand, Baiq Elma Purnamawadita, Xavier Nugraha, and Nur Ezan Rahmat., Integrating Sharia Certification in the Notary Profession: A Comparative Legal Analysis, Challenges, and Opportunities in Southeast Asian Countries, *Syariah: Jurnal Hukum dan Pemikiran*, Vol.24, no.2, 2024, Page.279.

notary has been certified in Islamic banking. The validity or invalidity of a deed of agreement depends on whether it complies with the applicable laws and regulations and whether it considers the fatwas of the DSN and MUI.¹⁶

The description of the notary's authority in making Sharia banking agreements shows that Indonesia's dual banking system (conventional and Sharia banking) is governed by different legal frameworks, namely the Banking Law and the Sharia Banking Law (UUPS). Article 1(25) of the UUPS defines Sharia financing through contracts such as *mudharabah*, *musyarakah*, and *murabahah*. Each contract has specific conditions that must be met to comply with Sharia, including capable parties, legal objects, and mutual benefit. Notaries, as public officials under Article 1(2) of the UUJN, are responsible for making authentic deeds. These deeds must ensure legal certainty and follow both national laws and Islamic principles.¹⁷ Their role is essential in preventing problems like adverse selection and moral hazard, which are risks that can occur due to uncertain cash flows in Sharia banking.¹⁸

Thus, notaries need to understand Islamic law. If they ignore DSN-MUI fatwas, the contracts they make could be invalid both legally and religiously.¹⁹ Today's legal system still follows a conventional model, which does not fully meet the needs of Sharia banking. Therefore, notaries should have standardized skills in this area.²⁰ The idea of cyber notaries offers potential for efficiency but still faces legal challenges due to unclear rules in the UUJN and UU ITE.²¹ Past research shows the need for clearer regulations and better training to improve notarial performance and

¹⁶ Ghansham Anand, Baiq Elma Purnamawadita, Xavier Nugraha, and Nur Ezan Rahmat., Integrating Sharia Certification in the Notary Profession: A Comparative Legal Analysis, Challenges, and Opportunities in Southeast Asian Countries, *Syariah: Jurnal Hukum dan Pemikiran*, Vol.24, no.2, 2024, page.281. See too, Afifi Lubis, Ikhsan Lubis, Nelly Azwarni Sinaga, Duma Indah Sari Lubis, and Andi Hakim Lubis., Strengthening the Integrity of the Notary Position from the Perspective of Islamic Ethics, *Petita*, Vol.10, no.2, 2025, page.450.

¹⁷ Hussain Mohi-ud-Din Qadri and Nasir Iqbal, *Islamic financial contracts: a research companion*, London, Routledge, 2021, page.8. See too, Holly Muridi Zham-Zham and Thea Yori Mataheru., Kewenangan Notaris dalam Penerapan dan Pengembangan Hukum Ekonomi Islam di Indonesia, *Jurnal Hukum Bisnis Bonum Commune*, Vol.3, no.2, 2020, page.457588; Mahmoud Fayyad., Reconstructing lease-to-own contracts: A contemporary approach to Islamic banking standards, *Heliyon*, Vol.9, no.9, 2023, page.23.

¹⁸ Trianah Sofiani and Heris Suhendar., The Settlement Model of Non-Performing Financing Which is More Effective and Legal Justice in Sharia Financing Companies, *Jurnal Hukum*, Vol.40, no.1, 2024, page.62.

¹⁹ Afifi Lubis, Ikhsan Lubis, Nelly Azwarni Sinaga, Duma Indah Sari Lubis, and Andi Hakim Lubis., Strengthening the Integrity of the Notary Position from the Perspective of Islamic Ethics, *Petita*, Vol.10, no.2, 2025, page.451.

²⁰ Ghansham Anand, Baiq Elma Purnamawadita, Xavier Nugraha, and Nur Ezan Rahmat., Integrating Sharia Certification in the Notary Profession: A Comparative Legal Analysis, Challenges, and Opportunities in Southeast Asian Countries, *Syariah: Jurnal Hukum dan Pemikiran*, Vol.24, no.2, 2024, page.286.

²¹ Ulfia Nur Faiqoh and Nynda Fatmawati Octarina., Cyber notary in Islamic Economic Law in Indonesia, *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan*, Vol.11, no.1, 2024, page.242. See too, Panca O. Hadi Putra, Iskandar Muda, Mohammad Ryan Bakry, Chandra Yusuf, and Irwan Santosa., A Framework for Integrated E-notary Services Based on Blockchain for Civil Law Notaries: The Case of Indonesia, *JOIV: International Journal on Informatics Visualization*, Vol.9, no.1, 2025, page.156.

public trust. This supports Indonesia's goal of achieving justice and public welfare.²²

3.2. Notary's Responsibilities in Making Islamic Banking Contracts

Sharia banking in Indonesia, as stipulated in Article 1 number 1 of the Sharia Banking Law (UUPS), covers all matters concerning Sharia banks and Sharia Business Units. This includes the institutions, business activities, methods, and processes involved in conducting operations that adhere to Islamic legal principles. Given the dual banking system in Indonesia, which comprises both conventional and Sharia-based financial institutions, the legal responsibilities of notaries in preparing Sharia-compliant contracts require special attention.

The existing provisions in the Law on Notary Position (UUJN) and the Indonesian Civil Code do not specifically regulate contracts related to Sharia banking products. Consequently, legal guidelines regarding financing product contracts made in the form of notarial deeds are still fragmented across various regulatory documents. Article 15 paragraph (1) of the UUJN states that a notary is authorized to create authentic deeds. Therefore, when preparing deeds related to Sharia banking contracts, the notary must ensure that all data and documents submitted by the parties are valid and can be accounted for.²³

In executing their authority, notaries bear legal responsibility if any deed they

²² I. Mahadewi, Gusti Agung Ika Laksmi, Ni Komang Tari Padmawati, and I. Gusti Agung Mas Rwa Jayantiar., Notary in Indonesia: How Are State Fundamental Values Reflected in Law and Professional Ethics?, *Udayana Journal of Law and Culture*, Vol.6, no.2, 2022, page.206. See too, Muhammad Habibi Miftakhul Marwah, Sholahuddin Al-Fatih, Mohammad Azam Hussain, and Haris., The position and role of the Sharia supervisory board in ensuring Sharia compliance equity crowdfunding in Indonesia, *Jurnal Hukum*, Vol.39, no.2, 2023, page.225; Rahayu Hartini., The ambiguity of dismissal of notary over bankruptcy in Indonesia, *Legality: Jurnal Ilmiah Hukum*, Vol.29, no.2, 2021, page.282; Darmadi Duriyanto, Dahniarti Hasana, Nur Fareha, and Dewi Nadya Maharani., The Challenges of Sharia Fintech Regulation in Indonesia: A Global Comparative Analysis, *Jurnal Hukum*, Vol.41, no.1, 2025, page.23; Muhammad Zaki and Saidin Saidin., Legal Protection and Law Assistance to Notaries as a Public Official in Indonesia, *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam*, Vol.8, no.2, 2024, page.832; Devi Alincia and Tundjung Herning Sitabuana., Urgency of Law Amendment as Foundation of the Implementation of Cyber Notary, *Law Reform*, Vol.17, no.2, 2021, page.216; Bayturrochmah Siti, Fitriani A. Sjarif, and Heriyono Tardjono., Practice in Making Notarial Agreements in Unregistered Marriage in Indonesia, *Nurani: jurnal kajian syari'ah dan masyarakat*, Vol.22, no.1, 2022, page.150; Syifa Rana Tsary, Absori Absori, Aidul Fitriadi Azhari, Kelik Wardiono, and Silaas Oghenemaro Emovwodo., Problematic of Implementation of Electronic GMS on Deeds Made by Notaries, *Jurnal IUS Kajian Hukum dan Keadilan*, Vol.10, no.3, 2022, page.615.

²³ Ghansham Anand, Baiq Elma Purnamawadita, Xavier Nugraha, and Nur Ezan Rahmat., Integrating Sharia Certification in the Notary Profession: A Comparative Legal Analysis, Challenges, and Opportunities in Southeast Asian Countries, *Syariah: Jurnal Hukum dan Pemikiran*, Vol.24, no.2, 2024, page.277. See too, Arlita Reggiana Viola Huswan, Hasbir Paserangi, and Muhammad Aswan., Principles of Sharia Compliance in the Making of Deeds by Notary Partners of Sharia Bank in Sulawesi Selatan Province, *Tec Empresarial*, Vol.18, no.2, 2023, page.49; Afifi Lubis, Ikhsan Lubis, Nelly Azwarni Sinaga, Duma Indah Sari Lubis, and Andi Hakim Lubis., Strengthening the Integrity of the Notary Position from the Perspective of Islamic Ethics, *Petita*, Vol.10, no.2, 2025, page.453; Holly Muridi Zham-Zham and Thea Yori Mataheru., Kewenangan Notaris dalam Penerapan dan Pengembangan Hukum Ekonomi Islam di Indonesia, *Jurnal Hukum Bisnis Bonum Commune*, Vol.3, no.2, 2020, page.457589.

produce contains intentional errors or violations that go against applicable laws and regulations. An authentic deed made by a notary holds perfect evidentiary value in court, which means that its contents are presumed to be accurate and must be accepted at face value, without interpretation beyond what is written. Thus, when a Sharia bank requires a legally valid deed with full evidentiary strength, the notary is the official authorized under the UUJN to prepare such a document.

Importantly, Sharia banking contracts are not limited to worldly legal consequences. Since they are based on Islamic law, they also hold spiritual and moral implications in the hereafter. These contracts must meet several essential requirements. For example, the goods and services involved must be halal (permissible), and any transaction involving haram (forbidden) goods or services is void under Sharia law. Other important elements include clarity of price, clarity of delivery location, and complete ownership of the goods being transacted. These requirements ensure transparency, fairness, and adherence to Islamic ethical standards.

According to Article 1 paragraph (13) of the UUPS, a contract in Sharia banking is a written agreement between an Islamic financial institution and another party that establishes the rights and obligations of each party based on Sharia principles. Islamic legal scholars generally agree that the core components of a valid Sharia contract include: (a) *shighat*, which involves a clear offer (*ijab*) and acceptance (*qabul*); (b) the parties to the contract, which can be individuals, legal entities, or organizations; and (c) a lawful object of the contract, such as goods or services being transacted.

In practice, compliance with the fatwas issued by the National Sharia Council - Indonesian Ulema Council (DSN-MUI) is essential. These fatwas provide authoritative guidance based on the Qur'an and Hadith and are necessary to validate Sharia banking products. If a Sharia contract does not include key elements as specified by the DSN-MUI or relevant regulatory bodies, such as the OJK, the contract may be deemed invalid or as if it never existed.

DSN-MUI, established by the MUI, holds the mandate to guide the development of Sharia-compliant financial products and services in Indonesia. Its fatwas have legal significance and are referenced in regulatory documents such as Bank Indonesia Circular Letter Number 10/31/DPBS. This circular requires that any proposed Sharia banking product must obtain approval from DSN-MUI and follow the related fatwa. The structural placement of DSN-MUI under the MUI highlights its role in ensuring the Islamic legitimacy of financial contracts and in realizing the goals of Islamic economic justice.

Notaries, therefore, bear considerable responsibility in preparing Sharia banking contracts. Their accountability can be assessed from three legal perspectives: civil, administrative, and criminal. From a civil law perspective, Article 84 of the UUJN stipulates that notary may be held liable to reimburse costs, provide compensation, and pay interest to parties who suffer losses due to a defective notarial deed. Civil liability arises particularly when a deed is invalid, reduced to the status of a private deed, or deemed null and void by law. This includes instances where the notary fails to ensure that the deed complies with both national legal standards and Sharia

principles.²⁴

The notary's administrative responsibility is governed by Article 85 of the UUJN, which applies to violations of provisions in Articles 7, 15(1–3), 16(1)(d, h, j, k, l), 17, 20, 27, 32, 37, 54, and 63. If a notary violates these articles, they may face administrative sanctions. These sanctions include verbal or written warnings, temporary suspension, honorable discharge, or dishonorable discharge. Such penalties are imposed when a notary fails to perform their duties properly or breaches the professional code of conduct as outlined in the UUJN, ensuring accountability and adherence to legal and ethical standards.

The last aspect is criminal law. The notary's responsibility in the context of criminal law for the deeds or contracts they make is not explicitly regulated in the UUJN. However, this does not mean a notary cannot be held criminally liable. If a notary commits a criminal act as defined in the Criminal Code, they may be subject to criminal sanctions. However, if false information is provided by the parties to the notary, the responsibility lies entirely with those parties. The notary merely records the information given. Therefore, any false statements are the responsibility of the parties involved.

This showed that notaries must exercise utmost diligence and legal fidelity in the drafting of Islamic banking agreements. Their accountability under civil, administrative, and criminal law ensures both legal validity and public trust in the Islamic financial system of Indonesia. Notaries in Indonesia play a vital role in upholding the integrity of the Islamic financial system by ensuring that sharia banking agreements are drafted with the utmost diligence and legal fidelity. These agreements, including *mudharabah* and *murabahah*, must comply with DSN-MUI fatwas and sharia principles that prohibit *riba*, *gharar*, and *maysir*.²⁵ As public officials under UUJN Article 15, notaries are responsible for producing authentic deeds that provide legal certainty. Failure to comply with these requirements may render agreements invalid and expose notaries to civil liability, including compensation for losses, as stipulated in UUJN Article 16(1)(a).²⁶

²⁴ Arlita Reggiana Viola Huswan, Hasbir Paserangi, and Muhammad Aswan., Principles of Sharia Compliance in the Making of Deeds by Notary Partners of Sharia Bank in Sulawesi Selatan province, *Tec Empresarial*, Vol.18, no.2, 2023, page.45. See too, Ghansham Anand, Baiq Elma Purnamawadita, Xavier Nugraha, and Nur Ezan Rahmat., Integrating Sharia Certification in the Notary Profession: A Comparative Legal Analysis, Challenges, and Opportunities in Southeast Asian Countries, *Syariah: Jurnal Hukum dan Pemikiran*, Vol.24, no.2, 2024, page.273; Afifi Lubis, Ikhsan Lubis, Nelly Azwarni Sinaga, Duma Indah Sari Lubis, and Andi Hakim Lubis., Strengthening the Integrity of the Notary Position from the Perspective of Islamic Ethics, *Petita*, Vol.10, no.2, 2025, page.454; Holly Muridi Zham-Zham and Thea Yori Mataheru., Kewenangan Notaris dalam Penerapan dan Pengembangan Hukum Ekonomi Islam di Indonesia, *Jurnal Hukum Bisnis Bonum Commune*, Vol.3, no.2, 2020, page.457590.

²⁵ Holly Muridi Zham-Zham and Thea Yori Mataheru., Kewenangan Notaris dalam Penerapan dan Pengembangan Hukum Ekonomi Islam di Indonesia, *Jurnal Hukum Bisnis Bonum Commune*, Vol.3, no.2, 2020, page.457591. See too, Darmadi Duriyanto, Dahniarti Hasana, Nur Fareha, and Dewi Nadya Maharani., The Challenges of Sharia Fintech Regulation in Indonesia: A Global Comparative Analysis, *Jurnal Hukum*, Vol.41, no.1, 2025, page.24.

²⁶ Mia Augina Romauli Sibuea., Tanggung Jawab Perdata Notaris Atas Akta Perjanjian Pengikatan Jual Beli Yang Cacat Dalam Komparasi: Bahasa Indonesia, *Jurnal Suara Hukum*, Vol.4, no.1, 2022, page.141.

Notarial accountability extends across civil, administrative, and criminal dimensions, with oversight from the Notary Honorary Council to ensure legal compliance.²⁷ Furthermore, Islamic ethics grounded in Quranic values of justice, honesty, and transparency demand notarial integrity to foster public trust in Islamic financial transactions.²⁸

Given the absence of specific regulations for sharia banking deeds under the UUJN, there is a pressing need for targeted training to address practical complexities, such as non-performing financing.²⁹ While the development of cyber notary systems offers potential efficiency gains, it faces legal challenges under the UU ITE, underscoring the need for regulatory reforms.³⁰ Ultimately, the notary's position as an *officium nobile* carries ethical responsibilities that align with Pancasila values and prioritize public welfare.³¹ Research consistently shows that notarial diligence strengthens sharia compliance, reduces legal risks, and reinforces the moral and legal foundations of Indonesia's Islamic banking sector.³²

²⁷ Muhammad Zaki and Saidin Saidin., Legal Protection and Law Assistance to Notaries as a Public Official in Indonesia, *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam*, Vol.8, no.2, 2024, page. 834. See too Ali Alhusainan., The legality and equity of pre-dispute mandatory arbitration clauses in the credit card contracts under the current Kuwaiti arbitration law: a comparative analytical study, *The Lawyer Quarterly*, Vol.12, no.2, 2022, page.117; Md Awal Hossain Mollah., *Modern Administrative Law in the 21st Century: Navigating the Challenges of Digital Governance*, Newcastle upon Tyne, Cambridge Scholars Publishing, 2024, page. 3.

²⁸ Affi Lubis, Ikhsan Lubis, Nelly Azwarni Sinaga, Duma Indah Sari Lubis, and Andi Hakim Lubis., Strengthening the Integrity of the Notary Position from the Perspective of Islamic Ethics, *Petita*, Vol.10, no.2, 2025, page.454. See too, Manar Mousa M. Altamimi., *Social trust in property ownership: a study in the kingdom of Saudi Arabia*, PhD diss., University of Southampton, 2024; Ismail Jalili., Imam Al-Mawardi on Leadership: Insights for Modern Islamic Governance Through Fiqh Siyasah, *Abdelhak Boudjelida Papers & Citations*, Vol.13, no.2, 2024, page.256.

²⁹ Ghansham Anand, Baiq Elma Purnamawadita, Xavier Nugraha, and Nur Ezan Rahmat, Integrating Sharia Certification in the Notary Profession: A Comparative Legal Analysis, Challenges, and Opportunities in Southeast Asian Countries, *Syariah: Jurnal Hukum dan Pemikiran*, Vol.24, no.2, 2024, page.289. See too, Triana Sofiani and Heris Suhendar., The Settlement Model of Non-Performing Financing Which is More Effective and Legal Justice in Sharia Financing Companies, *Jurnal Hukum*, Vol.40, no.1, 2024, page.63.

³⁰ Panca O. Hadi Putra, Iskandar Muda, Mohammad Ryan Bakry, Chandra Yusuf, and Irwan Santosa., A Framework for Integrated E-notary Services Based on Blockchain for Civil Law Notaries: The Case of Indonesia, *JOIV: International Journal on Informatics Visualization*, Vol.9, no.1, 2025, page.157. See too, Ulfia Nur Faiqoh and Nynda Fatmawati Octarina., Cyber notary in Islamic Economic Law in Indonesia, *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan*, Vol.11, no.1, 2024, page.244; Naurah Humam Alkatiri, Mohamad Fajri Mekka Putra, and Kyle Ongko., A Legal Perspective: Implementing an Electronic Notarization System in Indonesia in the Post-Pandemic Era, *Jambura Law Review*, Vol.5, no.2, 2023, page.336.

³¹ Rahmat Hidayat and Pujiyono Suwadi., Measuring the Criteria for Notary Accountability in the Use of Online Media as a Means of Notary Promotion in Indonesia, *Revista de Gestão Social e Ambiental*, Vol.18, no.5, 2024, page.13. See too, I. Mahadewi, Gusti Agung Ika Laksmi, Ni Komang Tari Padmawati, and I. Gusti Agung Mas Rwa Jayantiar., Notary in Indonesia: How Are State Fundamental Values Reflected in Law and Professional Ethics?, *Udayana Journal of Law and Culture*, Vol.6, no.2, 2022, page.206.

³² Rahayu Hartini., The ambiguity of dismissal of notary over bankruptcy in Indonesia, *Legality: Jurnal Ilmiah Hukum*, Vol.29, no.2, 2021, page.284. See too, Muhammad Habibi Miftakhul Marwah, Sholahuddin Al-Fatih, Mohammad Azam Hussain, and Haris., The position and role of the Sharia supervisory board in ensuring Sharia compliance equity crowdfunding in Indonesia, *Jurnal Hukum*, Vol.39, no.2, 2023, page.226; Stefan Koos., The Digitization of Notarial Tasks-A Comparative Overview and Outlook of 'Cyber Notary in Indonesia and Germany, *The Indonesian*

3.3. Competency Gaps and Standardization Needs

Notaries are tasked with creating sharia-compliant deeds that adhere to both UUJN and DSN-MUI fatwas, which draw from the Qur'an and Hadith to ensure transactions avoid prohibited elements.³³ However, many notaries lack sufficient expertise in Islamic law, leading to contracts that fail to meet sharia standards, risking nullity and undermining public trust.³⁴ For instance, *mudharabah* contracts require clarity in profit-sharing terms, while *murabahah* contracts demand transparency in pricing and ownership, which are often misunderstood by notaries unfamiliar with DSN-MUI guidelines.³⁵ This gap results in practical issues like adverse selection and moral hazard, exacerbated by unpredictable cash flows in sharia banking.³⁶ UUJN Article 15 grants notaries authority to draft authentic deeds, but it lacks specific provisions for sharia banking, leaving notaries reliant on general civil law principles under Article 1320 of the Civil Code, which are insufficient for sharia's unique requirements.³⁷

The absence of mandatory sharia certification for notaries exacerbates this issue. Research indicates that notaries often produce deeds that, while legally authentic under UUJN, fail to comply with DSN-MUI fatwas, rendering them religiously invalid.³⁸ This misalignment between legal and sharia validity can lead to civil liabilities, including compensation for losses, as outlined in UUJN Article 84.³⁹ Moreover, notaries face administrative sanctions under UUJN Article 85 for violations, such as failing to verify contract elements, and potential criminal liability if intentional

Journal of Socio-Legal Studies, Vol.2, no.2, 2023, page.2; Devi Alincia and Tundjung Herning Sitabuana., Urgency of Law Amendment as Foundation of the Implementation of Cyber Notary, *Law Reform*, Vol.17, no.2, 2021, page.218; Bayturrochmah Siti, Fitriani A. Sjarif, and Heriyono Tardjono., Practice in Making Notarial Agreements in Unregistered Marriage in Indonesia, *Nurani: jurnal kajian syari'ah dan masyarakat*, Vol.22, no.1, 2022, page.154; Syifa Rana Tsary, Absori Absori, Aidul Fitriadi Azhari, Kelik Wardiono, and Silaas Oghenemaro Emovwodo., Problematic of Implementation of Electronic GMS on Deeds Made by Notaries, *Jurnal IUS Kajian Hukum dan Keadilan*, Vol.10, no.3, 2022, page.617.

³³ Afifi Lubis, Ikhsan Lubis, Nelly Azwarni Sinaga, Duma Indah Sari Lubis, and Andi Hakim Lubis., Strengthening the Integrity of the Notary Position from the Perspective of Islamic Ethics, *Petita*, Vol.10, no.2, 2025, page.456.

³⁴ Ghansham Anand, Baiq Elma Purnamawadita, Xavier Nugraha, and Nur Ezan Rahmat, Integrating Sharia Certification in the Notary Profession: A Comparative Legal Analysis, Challenges, and Opportunities in Southeast Asian Countries, *Syariah: Jurnal Hukum dan Pemikiran*, Vol.24, no.2, 2024, page.286.

³⁵ Trianah Sofiani and Heris Suhendar., The Settlement Model of Non-Performing Financing Which is More Effective and Legal Justice in Sharia Financing Companies, *Jurnal Hukum*, Vol.40, no.1, 2024, page.65.

³⁶ Holly Muridi Zham-Zham and Thea Yori Mataheru., Kewenangan Notaris dalam Penerapan dan Pengembangan Hukum Ekonomi Islam di Indonesia, *Jurnal Hukum Bisnis Bonum Commune*, Vol.3, no.2, 2020, page.457593.

³⁷ Mia Augina Romauli Sibuea., Tanggung Jawab Perdata Notaris Atas Akta Perjanjian Pengikatan Jual Beli Yang Cacat Dalam Komparasi: Bahasa Indonesia, *Jurnal Suara Hukum*, Vol.4, no.1, 2022, page.142.

³⁸ Afifi Lubis, Ikhsan Lubis, Nelly Azwarni Sinaga, Duma Indah Sari Lubis, and Andi Hakim Lubis., Strengthening the Integrity of the Notary Position from the Perspective of Islamic Ethics, *Petita*, Vol.10, no.2, 2025, page.456.

³⁹ Mia Augina Romauli Sibuea., Tanggung Jawab Perdata Notaris Atas Akta Perjanjian Pengikatan Jual Beli Yang Cacat Dalam Komparasi: Bahasa Indonesia, *Jurnal Suara Hukum*, Vol.4, no.1, 2022, page.144.

errors are proven.⁴⁰ The lack of sharia expertise also complicates handling Non-Performing Financing (NPF), where notaries must ensure restructuring aligns with sharia principles like prudence and good faith.⁴¹

The complexity of sharia banking contracts necessitates standardized competency requirements for notaries. Current regulations, rooted in conventional frameworks, do not mandate specialized training in Islamic law, leading to inconsistent practices. Comparative studies across Southeast Asia highlight that countries like Malaysia have implemented sharia certification programs for notaries, enhancing legal certainty and cross-border standardization.⁴² In Indonesia, the absence of such standards results in deeds that may meet UUJN requirements but fail to uphold sharia principles, undermining the Islamic financial system's integrity. Standardization, including mandatory sharia law training, would ensure notaries understand key contract elements such as sight (offer and acceptance), lawful objects, and compliance with DSN-MUI fatwas, thereby reducing the risk of invalidity.⁴³

Standardization also aligns with the notary's role as an *officium nobile*, emphasizing ethical responsibilities rooted in Pancasila values and Islamic ethics like justice and transparency.⁴⁴ The Indonesian Notary Association (INI) could lead this effort by developing a certification framework, as suggested by regional models.⁴⁵ Such a framework would enhance notarial accountability, which spans civil, administrative, and criminal domains, and strengthen public trust in sharia banking.⁴⁶ Furthermore, standardized competencies would address practical challenges, such as ensuring contracts mitigate risks like NPF, by incorporating sharia-compliant restructuring

⁴⁰ Muhammad Zaki and Saidin Saidin., Legal Protection and Law Assistance to Notaries as a Public Official in Indonesia, *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam*, Vol.8, no.2, 2024, page. 836.

⁴¹ Trianah Sofiani and Heris Suhendar., The Settlement Model of Non-Performing Financing Which is More Effective and Legal Justice in Sharia Financing Companies, *Jurnal Hukum*, Vol.40, no.1, 2024, page.66.

⁴² Ghansham Anand, Baiq Elma Purnamawadita, Xavier Nugraha, and Nur Ezan Rahmat, Integrating Sharia Certification in the Notary Profession: A Comparative Legal Analysis, Challenges, and Opportunities in Southeast Asian Countries, *Syariah: Jurnal Hukum dan Pemikiran*, Vol.24, no.2, 2024, page.288.

⁴³ Muhammad Habibi Miftakhul Marwah, Sholahuddin Al-Fatih, Mohammad Azam Hussain, and Haris., The position and role of the Sharia supervisory board in ensuring Sharia compliance equity crowdfunding in Indonesia, *Jurnal Hukum*, Vol.39, no.2, 2023, page.226. See too, Afifi Lubis, Ikhsan Lubis, Nelly Azwarni Sinaga, Duma Indah Sari Lubis, and Andi Hakim Lubis., Strengthening the Integrity of the Notary Position from the Perspective of Islamic Ethics, *Petita*, Vol.10, no.2, 2025, page.457.

⁴⁴ Afifi Lubis, Ikhsan Lubis, Nelly Azwarni Sinaga, Duma Indah Sari Lubis, and Andi Hakim Lubis., Strengthening the Integrity of the Notary Position from the Perspective of Islamic Ethics, *Petita*, Vol.10, no.2, 2025, page.458.

⁴⁵ Ghansham Anand, Baiq Elma Purnamawadita, Xavier Nugraha, and Nur Ezan Rahmat, Integrating Sharia Certification in the Notary Profession: A Comparative Legal Analysis, Challenges, and Opportunities in Southeast Asian Countries, *Syariah: Jurnal Hukum dan Pemikiran*, Vol.24, no.2, 2024, page.290.

⁴⁶ Rahmat Hidayat and Pujiyono Suwadi., Measuring the Criteria for Notary Accountability in the Use of Online Media as a Means of Notary Promotion in Indonesia, *Revista de Gestão Social e Ambiental*, Vol.18, no.5, 2024, page.14. See too, Muhammad Zaki and Saidin Saidin., Legal Protection and Law Assistance to Notaries as a Public Official in Indonesia, *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam*, Vol.8, no.2, 2024, page. 837

models.⁴⁷

Furthermore, the advent of digitalization offers promising solutions to bridge competency gaps. Cyber notary systems, leveraging blockchain and electronic notarization, could enhance efficiency, security, and accessibility in drafting sharia-compliant deeds.⁴⁸ These systems enable remote notarization, document verification, and secure storage, addressing challenges like in-person requirements during pandemics.⁴⁹ However, UUJN Article 16(1)(m) and UU ITE Article 5(4) limit electronic deeds' legal validity, creating regulatory gaps.⁵⁰ Comparative studies with countries like Germany, where digital notarization is advanced, suggest Indonesia could adopt blockchain-based frameworks operated by INI to ensure sharia compliance and legal certainty.⁵¹

Cyber notaries could streamline processes like contract validation and DSN-MUI fatwa integration, reducing errors from manual processes.⁵² However, challenges such as data security, privacy, and digital infrastructure gaps must be addressed through regulatory reforms.⁵³ Amending UUJN to explicitly include cyber notary authority for sharia banking, as proposed by Alincia and Sitabuana,⁵⁴ would provide

⁴⁷ Trianah Sofiani and Heris Suhendar., The Settlement Model of Non-Performing Financing Which is More Effective and Legal Justice in Sharia Financing Companies, *Jurnal Hukum*, Vol.40, no.1, 2024, page.66.

⁴⁸ Panca O. Hadi Putra, Iskandar Muda, Mohammad Ryan Bakry, Chandra Yusuf, and Irwan Santosa., A Framework for Integrated E-notary Services Based on Blockchain for Civil Law Notaries: The Case of Indonesia, *JOIV: International Journal on Informatics Visualization*, Vol.9, no.1, 2025, page.158. See too, Ulfia Nur Faiqoh and Nynda Fatmawati Octarina., Cyber notary in Islamic Economic Law in Indonesia, *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi dan Keagamaan*, Vol.11, no.1, 2024, page.245.

⁴⁹ Stefan Koos., The Digitization of Notarial Tasks-A Comparative Overview and Outlook of 'Cyber Notary'In Indonesia and Germany, *The Indonesian Journal of Socio-Legal Studies*, Vol.2, no.2, 2023, page.4. See too, Naurah Humam Alkatiri, Mohamad Fajri Mekka Putra, and Kyle Ongko., A Legal Perspective: Implementing an Electronic Notarization System in Indonesia in the Post-Pandemic Era, *Jambura Law Review*, Vol.5, no.2, 2023, page.337.

⁵⁰ Syifa Rana Tsary, Absori Absori, Aidul Fitriadi Azhari, Kelik Wardiono, and Silaas Oghenemaro Emovwodo., Problematic of Implementation of Electronic GMS on Deeds Made by Notaries, *Jurnal IUS Kajian Hukum dan Keadilan*, Vol.10, no.3, 2022, page.619. See too, Retno Catur., Comparison of Legal System Related to Implementation of Cyber Notary in Indonesia with Common Law and Civil Law System, *Jurnal Hukum Bisnis Bonum Commune*, Vol.6, no.1, 2023, page.49.

⁵¹ Stefan Koos., The Digitization of Notarial Tasks-A Comparative Overview and Outlook of 'Cyber Notary in Indonesia and Germany, *The Indonesian Journal of Socio-Legal Studies*, Vol.2, no.2, 2023, page.6. See too, Panca O. Hadi Putra, Iskandar Muda, Mohammad Ryan Bakry, Chandra Yusuf, and Irwan Santosa., A Framework for Integrated E-notary Services Based on Blockchain for Civil Law Notaries: The Case of Indonesia, *JOIV: International Journal on Informatics Visualization*, Vol.9, no.1, 2025, page.159.

⁵² Ulfia Nur Faiqoh and Nynda Fatmawati Octarina., Cyber notary in Islamic Economic Law in Indonesia, *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan*, Vol.11, no.1, 2024, page.246.

⁵³ Naurah Humam Alkatiri, Mohamad Fajri Mekka Putra, and Kyle Ongko., A Legal Perspective: Implementing an Electronic Notarization System in Indonesia in the Post-Pandemic Era, *Jambura Law Review*, Vol.5, no.2, 2023, page.339. See too Petar Radanliev., Digital security by design, *Security Journal*, Vol.37, no.4, 2024, page.1645; Naeem Allahrakha., Balancing cyber-security and privacy: legal and ethical considerations in the digital age, *Legal Issues in the digital Age*, Vol.2, no.1, 2023, page.111.

⁵⁴ Devi Alincia and Tundjung Herning Sitabuana., Urgency of Law Amendment as Foundation of The Implementation of Cyber Notary, *Law Reform*, Vol.17, no.2, 2021, page.220.

legal clarity and align with global trends.⁵⁵ These reforms would also support Indonesia's economic goals by fostering a transparent and inclusive financial system.⁵⁶

To address competency gaps, several actionable solutions are proposed. First, mandatory sharia law training should be integrated into notarial education, covering DSN-MUI fatwas, sharia contract principles, and risk management.⁵⁷ The INI could collaborate with DSN-MUI to develop certification programs, drawing from Malaysia's model. Second, regulatory reforms should clarify notarial authority in sharia banking, amending UUJN to include specific provisions for sharia deeds and cyber notarization.⁵⁸ Third, oversight by the Notary Honorary Council should be strengthened to enforce compliance and ethical standards, ensuring notaries uphold Pancasila and Islamic values.⁵⁹

Digital solutions should be prioritized, with investments in blockchain and e-notary infrastructure to enhance efficiency and security.⁶⁰ Pilot programs for cyber notaries, supported by OJK and Bank Indonesia, could test these systems in sharia banking, ensuring compliance with fatwas.⁶¹ Finally, public awareness campaigns should educate stakeholders on the importance of sharia-compliant deeds, fostering trust and aligning with Indonesia's economic justice goals.⁶²

⁵⁵ Ika Yuli Agustin and Ghansham Anand., Proposing Notaries' Deed Digitalization in Indonesia: A Legal Perspective, *Lentera Hukum* Vol.8, no.4, 2021, page.49.

⁵⁶ Darmadi Duriyanto, Dahniarti Hasana, Nur Fareha, and Dewi Nadya Maharani., The Challenges of Sharia Fintech Regulation in Indonesia: A Global Comparative Analysis, *Jurnal Hukum*, Vol.41, no.1, 2025, page.19.

⁵⁷ Ghansham Anand, Baiq Elma Purnamawadita, Xavier Nugraha, and Nur Ezan Rahmat, Integrating Sharia Certification in the Notary Profession: A Comparative Legal Analysis, Challenges, and Opportunities in Southeast Asian Countries, *Syariah: Jurnal Hukum dan Pemikiran*, Vol.24, no.2, 2024, page.292.

⁵⁸ Panca O. Hadi Putra, Iskandar Muda, Mohammad Ryan Bakry, Chandra Yusuf, and Irwan Santosa., A Framework for Integrated E-notary Services Based on Blockchain for Civil Law Notaries: The Case of Indonesia, *JOIV: International Journal on Informatics Visualization*, Vol.9, no.1, 2025, page.160. See too, Devi Alincia and Tundjung Herning Sitabuana., Urgency of Law Amendment as Foundation of The Implementation of Cyber Notary, *Law Reform*, Vol.17, no.2, 2021, page.221.

⁵⁹ Muhammad Zaki and Saidin Saidin., Legal Protection and Law Assistance to Notaries as a Public Official in Indonesia, *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam*, Vol.8, no.2, 2024, page. 839. See too, I. Mahadewi, Gusti Agung Ika Laksmi, Ni Komang Tari Padmawati, and I. Gusti Agung Mas Rwa Jayantiar., Notary in Indonesia: How Are State Fundamental Values Reflected in Law and Professional Ethics?, *Udayana Journal of Law and Culture*, Vol.6, no.2, 2022, page.212.

⁶⁰ Stefan Koos., The Digitization of Notarial Tasks-A Comparative Overview and Outlook of 'Cyber Notary in Indonesia and Germany, *The Indonesian Journal of Socio-Legal Studies*, Vol.2, no.2, 2023, page.7. See too, Ulfia Nur Faiqoh and Nynda Fatmawati Octarina., Cyber notary in Islamic Economic Law in Indonesia, *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan*, Vol.11, no.1, 2024, page.247; Anna Blue, Evaluating Estonian E-residency as a tool of soft power, *Place Branding and Public Diplomacy*, Vol.17, no.4, 2021, page.366; Robert Walters and Marko Novak, *Cyber security, artificial intelligence, data protection & the law*, Berlin, Springer, 2021, page.3.

⁶¹ Darmadi Duriyanto, Dahniarti Hasana, Nur Fareha, and Dewi Nadya Maharani., The Challenges of Sharia Fintech Regulation in Indonesia: A Global Comparative Analysis, *Jurnal Hukum*, Vol.41, no.1, 2025, page.25.

⁶² Rahayu Hartini., The ambiguity of dismissal of notary over bankruptcy in Indonesia, *Legality: Jurnal Ilmiah Hukum*, Vol.29, no.2, 2021, page.285. See too, Muhammad Habibi Miftakhul Marwah, Sholahuddin Al-Fatih, Mohammad Azam Hussain, and Haris., The position and role of the Sharia

As practical implication, standardization through mandatory training, regulatory reforms, and digital innovations like cyber notaries can enhance notarial accountability and procedural consistency, ensuring legal and sharia compliance.⁶³ These measures align with Indonesia's constitutional mandate for economic justice and welfare, enhancing public trust and the integrity of the Islamic financial system.⁶⁴

4. Conclusion

Notaries have an important role in supporting the growth of Sharia banking in Indonesia. Based on the Sharia Banking Law (UUPS) and the Notary Law (UUJN), notaries are responsible for making official documents (deeds) for contracts like *mudharabah* and *murabahah*. These contracts must follow the rules of Islamic law and the fatwas issued by DSN-MUI. Sharia law forbids *riba* (interest), *gharar* (uncertainty), and *maysir* (gambling). But in practice, many notaries do not fully understand Islamic legal principles. As a result, some contracts may not meet Sharia standards and could be declared invalid. In such cases, notaries may be legally responsible under Articles 84 and 85 of the UUJN. This situation also reduces public trust in Islamic finance. To improve this, notaries who handle Sharia contracts should receive special training and certification in Islamic law. This should be made mandatory. Digital tools like cyber notaries and blockchain systems can help make the notary process faster, safer, and more accurate. However, these tools must follow Indonesian laws such as UU ITE and UUJN. Indonesia can learn from Malaysia, where notaries handling Islamic finance receive structured Sharia training. The government should also improve how notaries are supervised and update the UUJN to include rules for Sharia banking. These steps will help avoid legal problems and support fair economic growth as stated in Article 33(4) of the Constitution. By improving their knowledge and using technology, notaries can better support legal certainty and Sharia compliance in the Islamic banking system.

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⁶³ Panca O. Hadi Putra, Iskandar Muda, Mohammad Ryan Bakry, Chandra Yusuf, and Irwan Santosa., A Framework for Integrated E-notary Services Based on Blockchain for Civil Law Notaries: The Case of Indonesia, *JOIV: International Journal on Informatics Visualization*, Vol.9, no.1, 2025, page.161. See too, Ulfia Nur Faiqoh and Nynda Fatmawati Octarina., Cyber notary in Islamic Economic Law in Indonesia, *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan*, Vol.11, no.1, 2024, page.249.

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