

## Legal Review of the Implementation of the Self-Protection Clause in Notarial Deeds If There is a Person Who Denies

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**Abstract.** *This study aims to analyze: 1) The legal force of the notary's self-protection clause in the deed if there is a party who denies it. 2) The legal consequences for a notary who does not include a self-protection clause in the notarial deed. This type of research is normative legal research. The approach method in this study is the statute approach. The type of data in this study is secondary data sourced from primary, secondary and tertiary legal materials. The data collection method uses library techniques (study documents). The analysis in this study is prescriptive. The results of the study concluded: 1) The legal force of the notary's self-protection clause in the deed is legally limited because it is not explicitly regulated in the Notary Law. However, the inclusion of this clause is still permitted as long as it does not conflict with the law, morality, and public order. This clause functions as additional evidence that the notary has carried out his duties carefully and professionally. Although it does not exempt the notary from legal responsibility in the event of a dispute, the existence of this clause can strengthen the notary's position in the process of proving that he is not responsible for the material truth of the contents of the deed. This is important in dealing with the potential criminalization of the notary profession which often occurs due to denials from the parties. 2) The legal consequences for a notary who does not include a self-protection clause in a notarial deed are that it is not a violation of positive law, but has the potential to cause adverse legal impacts for the notary. Without this clause, the notary's position becomes weaker when facing lawsuits or accusations, especially regarding false information in the deed. This makes it difficult for the notary to show that he only recorded the wishes of the parties, not guaranteeing the truth of the material. From the perspective of Philipus M. Hadjon's legal protection theory, the absence of this clause means weakening preventive and repressive legal protection for notaries. Therefore, the inclusion of a self-protection clause should be standard*

*practice in the making of notarial deeds as a form of legal protection and an effort to maintain professionalism in carrying out duties.*

**Keywords:** Applicant; Notarial Deed; Self-Protection Clause.

## 1. Introduction

Modern society no longer recognizes agreements based on trust in each other as they used to know. Every agreement made by the community will certainly lead to a notary as a means of legal validity in the agreement. This means that the position of a notary is very important in helping to create legal certainty for the community. Notaries are in the realm of preventing legal problems through authentic deeds that they make as the strongest evidence in court.<sup>1</sup> A notary is a public official who is authorized to make authentic deeds and other authorities as referred to in Law Number 2 of 2014 concerning the amendment to Law Number 30 of 2004 concerning the Position of Notary (hereinafter referred to as UUJNP). In its explanation, it is stated that a notary is a public official who is authorized to make authentic deeds as long as the making of certain authentic deeds is not specifically for other public officials.<sup>2</sup>

The purpose of making written agreements before or made by a Notary is so that the deed becomes an authentic deed that can be used as strong evidence if at any time there is a dispute between the parties or there is a lawsuit from another party. An authentic deed provides binding and perfect evidence for the parties (and their heirs).<sup>3</sup> Authentic deeds made by or before a Notary are often questioned by one party or another party because they are considered detrimental to their interests, either by denying/refusing the contents of the deed, the signature or the presence of the party before the Notary, or even by alleging that false information is found in the authentic deed.

So that currently it is not uncommon for Notaries to be summoned by the police, investigators, public prosecutors, and/or judges, either as witnesses, suspects, or even defendants, in connection with the Deeds they have made. In fact, the legal relationship between the Notary and the person appearing is not a contractual relationship between one party and another, the persons appearing come to the Notary of their own accord and express their wishes before the Notary which are then stated in the form of a notarial deed in accordance with applicable legal

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<sup>1</sup>Rizki Nurmayanti, 2017, Akhmad Khisni, The Role and Responsibilities of Notaries in the Implementation of Deed Making, Jurnal Akta, Vol. 4 No. 4, p. 611

<sup>2</sup>Abdul Jalal, Suwitno, Sri Endah Wahyuningsih, 2018, Involvement of Notary Officials in Unlawful Acts and Participation in Criminal Acts in Document Forgery, Jurnal Akta, Volume 5 Number 1, p.228

<sup>3</sup>Kunni Afifah, 2017, Responsibilities and Legal Protection for Notaries in Civil Law Regarding the Deeds They Make, Lex Renaissance Journal, Number 1 Volume 2, p.150

regulations, then the claim for unlawful acts in accordance with Article 1365 of the Civil Code cannot be made against the Notary.<sup>4</sup>

Notaries sometimes ask to include safeguards in case of disputes or other things that are later proven to be untrue by the parties. For example, the inclusion of a self-protection clause by the Notary in carrying out his duties and office regarding the deed made. The self-protection clause in the deed is important to be included in the contents of the deed, especially in relation to Article 39 paragraph (2) of the Notary Law. So that if there is a denial against the Notary in the future, in this case the Notary already has strong evidence for himself, even though we all know that the Deed made by the Notary is also a perfect and strong evidence, as long as it follows the rules that apply in the law and other rules.

A clause is a separate provision of an agreement, one of the main points or articles of which is expanded or limited, which expands or limits. A self-protection clause is a clause that states that if in the future there is information that does not correspond to that stated in the deed, there is a dispute or there are things/information that one day is proven to be untrue from the parties themselves, then it will not involve a Notary. The inclusion of a Notary's self-protection clause contained in a Notary's deed is: "That the parties state that if a dispute occurs either inside or outside the court, either civilly or criminally, they will not involve a Notary in any way or form."<sup>5</sup>

The self-protection clause included by the Notary in his deed will not be an obstacle for the disputing parties to place him as a defendant or witness. But the clause is only an effort to be careful and increase the confidence of the Notary concerned. The use of the self-protection clause in an authentic Notary deed is interesting to discuss, because the inclusion of the Notary's self-protection clause in this Notary deed is confusing, because the contents of a deed are an agreement of the parties made before a Notary, not the contents made according to the Notary's wishes, so it is questionable whether the inclusion of the Notary's self-protection clause is allowed to be included in the Notary's deed. In practice, the self-protection clause is often used to protect the interests of one party, but when there is a party who denies the validity of the document, a debate arises about the legitimacy and legal force of the clause.

## 2. Research Methods

This type of research is normative legal research. The approach method in this research is the statute approach. The type of data in this research is secondary data sourced from primary, secondary and tertiary legal materials. The data

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<sup>4</sup>Misbah Imam, 2023, Use of Self-Protection Clauses for Notaries in Party Deeds Reviewed from the Notary Law, Journal of Notary Science, Volume 4 Issue 2, p.146

<sup>5</sup>Ibid., p.148

collection method uses library techniques (study document). The analysis in this research is prescriptive.

### 3. Results and Discussion

#### 3.1. Legal Power of Notary's Self-Protection Clause in Deed If There is a Person Who Denies

In carrying out his/her official duties, a notary has a role as a guide in legal matters and is expected to be able to give directions which is beneficial for the interested parties. Although a Notary is not part of the state civil service structure, in practice, he must always uphold high moral integrity and honesty. This is important considering that every deed made by a Notary is a state document that has important legal value, especially in the evidence system as authentic evidence that plays a very important role for justice seekers. A notary is usually considered as an official where one can get reliable advice. Everything written and stipulated is true. A notary is a strong document maker in a legal process.<sup>6</sup>

The role of a notary in providing assistance in providing legal certainty and legal protection for the community.very muchimportant. The role of the notary is morepreventionor prevent legal problems from occurring in the future by making an authentic deed related to a person's legal status, rights and obligations under the law, and so on, which functions as the most perfect evidence in court, namely in the event of a dispute over those rights and obligations.<sup>7</sup>

The authority of a Notary is regulated in Article 1 of Law of the Republic of Indonesia Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary, namely to make authentic deeds regarding all acts, agreements and provisions required by Laws and Regulations and/or desired by the interested party to be stated in an authentic deed, guarantee the certainty of the date of making the deed, store the deed, provide grosse, copies and extracts of the deed, all of which are as long as the making of the deeds is not also assigned or excluded to other officials or other people determined by Law.

The term of office of a Notary as regulated in the Notary Law states that a Notary shall resign or be dismissed from his/her position with honor if the notary is 65 years old. If the Notary applies for an extension, it is only for a term of office of 2

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<sup>6</sup>Tan Thong Kie, 2001, All About Notary Practice, Ichtiar Baru, Jakarta, p.30

<sup>7</sup>Erina Permatasari, Lathifah Hanim, The Role and Responsibility of Notaries in the Implementation of Registration of Limited Liability Companies Through an Online System, Jurnal Akta, Volume 4 Number 3 September 2017, p.401

years. The end of a notary's term of office does not end the notary's responsibility for the deeds he/she has made.<sup>8</sup>

Notaries can be held accountable for authentic deeds that result in null and void. The liability that can burden a Notary is personal liability, namely a Notary is responsible for violations that he himself committed. If an authentic deed made before a Notary results in null and void and therefore the parties feel disadvantaged, then the Notary is obliged to be responsible for his actions. A Notary should be careful and precise in making a deed. The definition of responsibility is the awareness that exists in a person that every action he takes will have an impact on others as well as on himself.<sup>9</sup>

In accordance with Article 38 paragraph (3) letter c of the Notary Law, the contents of the deed are a reflection of the will and intention of the parties who come to appear, not the will of the Notary. Thus, the role of the Notary is limited to formulating and pouring out the will into the form of an authentic deed in accordance with statutory regulations, without affecting the substance of the statements of the parties. In addition, Article 39 paragraph (2) of the UUJN regulates the formal relationship between the Notary and the parties, which requires that the parties must be known directly by the Notary or introduced through two adult, married, and legally competent identifying witnesses.

In practice, the inclusion of a self-protection clause in a deed is very important, especially when associated with the provisions of Article 39 paragraph (2). If at a later date there is a denial or accusation against the Notary, the existence of this clause can function as additional evidence that the Notary has acted in accordance with procedures and with caution. Although legally an authentic deed made by a Notary has perfect evidentiary force, as long as the deed is prepared in accordance with applicable legal provisions, the addition of a self-protection clause can still strengthen the Notary's legal position. In addition, the relevance of this clause is also strengthened by the provisions of Article 38 paragraph (3) letter c, which reiterates that the contents of the deed are the will of the parties, not the Notary, so that any legal consequences arising from the substance of the deed should be the responsibility of the parties themselves.

An example of the wording of a self-protection clause that is commonly included by a Notary in an authentic deed is as follows:

"That all letters or documents shown to me, Notary, and then included in this deed are true. If later proven to be untrue, then it is entirely the responsibility of

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<sup>8</sup>Nala Aprilia, Notary Werda's Accountability for Deeds Made During His Term of Office, *Journal LEX Renaissance*, Volume 2 Number 5, p.476

<sup>9</sup>Anang Ade Irawan, Liability of Notary Heirs as Public Officials for Notarial Deeds Causing Losses to the Parties, *Jurnal Lentera Hukum*, Volume 5 Issue 2 2018, p.350

the parties and releases the Notary from all legal consequences, both civil and criminal."

"That the parties stated that if a dispute occurs either inside or outside the court, whether civil or criminal, they will not involve a Notary in any way or form."

It should be noted that the inclusion of this clause does not necessarily prevent the parties from involving the Notary in the legal process, either as a defendant, witness, or in any other capacity. However, the existence of this clause reflects the Notary's careful steps in carrying out his duties and at the same time strengthens his professional position in the event of legal problems in the future.

Notaries are basically not responsible and cannot be held legally accountable for the material content of the parties' statements. Therefore, a cautious attitude is very important in carrying out the duties of a Notary. In the process of making a deed, the Notary will ask for the basis of the authority of the parties, as well as supporting documents such as identity, power of attorney (if any), and other documents relevant to the substance of the deed to be made.

In principle, this kind of clause is not required to be included because not quite enough The Notary's responsibility is indeed limited to formal truth, not material truth. It should be understood that the Notary has no obligation to assess or verify in depth the material content of the information provided. Therefore, the existence of the security clause does not legally have a direct impact, but can be an addition that explains the Notary's position more explicitly. On the other hand, if this clause is not included, it does not weaken legal position of a notary.

A notary is a public official who is authorized to make authentic deeds in accordance with Article 15 of the Notary Law (UUJN). In the context of civil law, a notary is not a party to the deeds he makes, but only records and consolidates the will of the parties in the form of an official deed. Therefore, when there is dispute between the parties in the deed, in theory the Notary should not be involved as a defendant, co-defendant, witness, or suspect. However, in practice, ignorance or indecisiveness in understanding the position of the Notary often results in the Notary profession becoming a target for criminalization. One concrete example is when the person appearing then denies the contents or truth of the deed and the Notary is accused of having participated in making false statements.

The self-protection clause in a Notary deed appears as a form of professional caution in facing potential disputes or criminalization against a Notary, especially when the person appearing denies the contents of the statement or document they submitted. For example, when a debt agreement is packaged in the form of a sale and purchase, and then the person appearing denies its true intention, the Notary can be dragged into the legal process even though he only acted to record the will of the parties.

Habib Adjie is of the opinion that the protection clause is something new in the world of notarial practice, because in the past it never existed, perhaps in the past year or two this self-protection clause has emerged and notaries feel that this clause needs to exist as an effort, firstly so that notaries are not lied to by those appearing with false information and false evidence.<sup>10</sup>

Legally, the self-protection clause included in the notarial deed has limited legal force, because it is not expressly regulated in Law Number 2 of 2014 concerning Amendments. On Law Number 30 of 2004 concerning the Position of Notary (UUJN). The absence of explicit regulations in the law makes the existence of this clause optional and non-normative, so that it is not absolutely binding on the parties or law enforcement officers. However, it is important to understand that UUJN also does not prohibit the inclusion of such clauses, as long as the substance of the clause does not conflict with laws and regulations, morality, and public order. In other words, the inclusion of a self-protection clause by a Notary is still within the corridor of the principle of freedom of contract and notarial authority that does not conflict with positive law.

This clause is commonly used as a form of personal protection by Notaries, especially in facing the potential criminalization of the profession, which has recently occurred quite often. Empirical experience shows that Notaries can be drawn as defendants in civil disputes, even as a suspect in a criminal process, even though the Notary only acts as a recorder of the will of the parties. In this context, the self-protection clause can function as an instrument of evidence, which shows that the Notary has carried out his duties carefully, objectively, and in accordance with legal procedures. The clause also emphasizes that the material truth of the statements in the deed is entirely the responsibility of the parties, not the Notary.

The provisions of Article 38 paragraph (3) letter c UUJN clarify the position of a Notary who is only authorized to express the wishes of the parties in the form of an authentic deed. This means that the Notary's responsibility is only limited to formal aspects, for example the presence of the parties, reading the deed, and the process. Signing without entering into the substance of the statement submitted. Therefore, if later on a denial arises, for example the person appearing states that he never stated the matter stated in the deed, then it is not the Notary who must be held accountable, but the parties themselves.

However, the existence of a self-protection clause cannot be used as an absolute exculpation tool (i.e. a tool to completely free from responsibility). The judge still has the discretion to assess the validity of the clause in the context of the entire deed formation process. If it is found that the Notary was negligent, not careful, or did not carry out his duties according to the principle of caution (for example, not reading the deed, not verifying identity, or being suspected of siding with

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<sup>10</sup>Habib Adjie, *Weaving Thoughts in the World of Notaries & PPAT*, Op.Cit., p. 16



one party), then the clause cannot be used as a justification or exemption from legal responsibility.

Thus, the function of the self-protection clause is more appropriately positioned as complementary instrument of proof, not as an absolute shield. In practice, the inclusion of this clause shows that the Notary has proactively provided legal protection for himself, while at the same time confirming that any legal consequences arising from the contents of the deed are the responsibility of the parties. However, so that its position is not disputed, it is recommended that the clause not be included in the body of the deed, but rather stated in the form of a separate statement signed by the parties and attached to the minutes of the deed. This is in line with the principle of neutrality of the Notary as an impartial public official.

### **3.2. Legal Consequences for Notaries Who Do Not Include a Self-Protection Clause in Notarial Deeds**

Notaries have material and formal responsibility for the deeds they make. Notaries are responsible for the validity of authentic deeds. made by him and if it turns out that there is a legal defect so that the deed loses its authenticity and is detrimental to the interested party, the Notary can be sued to pay compensation for costs, damages and interest.<sup>11</sup> Meanwhile, regarding material responsibility for deeds made before a Notary, it needs to be emphasized that the Notary's authority in making authentic deeds does not mean that the Notary can freely make authentic deeds according to his wishes without any parties requesting that the deed be made.<sup>12</sup>

The authenticity of a notarial deed is not on the paper, but the deed in question is made before a notary as a public official with all his/her authority or in other words the deed made by a notary has an authentic nature, not because the law stipulates so, but because the deed is made by or before a public official, as referred to in Article 1868 of the Civil Code.<sup>13</sup>

Not including a self-protection clause in a notarial deed can potentially cause a number of legal consequences that affect the position and responsibilities of a Notary, although the Notary's primary responsibility is limited to the formal validity of the deed he or she makes. The following are some of the legal consequences for a Notary if a self-protection clause is not included in the deed:

#### **1. Increased Risk of Lawsuits**

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<sup>11</sup>Ahmad Farich Sultoni, 2021, Limits of Notary's Liability for Making Authentic Deeds, Journal of Notary Science, Vol. 2, No. 1, p. 80.

<sup>12</sup>Abdul Ghofur Ansohri, 2009, Indonesian Notary Institution: Legal and Ethical Perspectives, UII Press, Yogyakarta, p. 25.

<sup>13</sup>GHS Lumban Tobing, Op.cit., p. 31.



Without a self-protection clause, a Notary is more vulnerable to lawsuits from parties who feel aggrieved or who file claims against the contents of the deed. Although the Notary is not responsible for the material truth of the statements of the parties, without such a clause, the parties or third parties can more easily sue the Notary as the party responsible for errors or lies in the notarized document. In certain cases, a Notary can be named as a defendant or co-defendant in a civil dispute, even though the deed he made was the result of recording the wishes of the parties.

## 2. Opportunities for Criminalization of the Notary Profession

One of the main reasons for including a self-protection clause is to protect the Notary from potential criminalization. If this clause is not there, the Notary could be involved in a criminal process, even though he actually only functions as a witness or recorder of the will of the parties. For example, if there is an accusation that the Notary is involved in falsifying documents or providing incorrect information, without this clause, the Notary's position becomes more vulnerable to being examined legally, even if the Notary has acted in accordance with the correct procedure.

## 3. Difficulty of Evidence in Disputes

If there is no self-protection clause, in a dispute involving a notarial deed, the Notary may have difficulty proving that he only acted in accordance with the wishes of the parties and was not involved in manipulating or falsifying information. The self-protection clause can serve as additional evidence that strengthens the argument that the Notary has no responsibility for the material substance of the statements made in the deed, because the deed is based entirely on the statements of the parties. Without such a clause, the proof process can become more complicated, which has an impact on the Notary's legal position.

## 4. Decline in Professionalism

Not including a self-protection clause can also be seen as a lack of caution in carrying out the Notary profession. One of the obligations of a Notary is to carry out his duties with full caution and professionalism, which includes steps to protect himself from potential legal risks. Without a self-protection clause, there is an impression that the Notary is not sufficiently protecting his interests, which can reduce his image and professionalism in the eyes of the public and colleagues.

## 5. Unnecessary Involvement in Legal Process

Although under Indonesian law a Notary is not a party to the deed he/she makes, the inclusion of a self-protection clause can reduce the possibility of a Notary being involved in an unnecessary legal process. Without this clause, a Notary is at

greater risk of being involved in a legal process as a witness or even as a responsible party, even though there is no error in the actions he/she takes. The self-protection clause provides a clearer understanding that a Notary only functions as a party that records the will of the parties, not a party that is responsible for the material submitted by the person appearing.

#### 6. Lack of Evidence in the Proof Process

If a dispute arises regarding the contents of the deed, the existence of a self-protection clause can serve as additional evidence to show that the Notary has carried out his duties properly and carefully. Without this clause, the Notary will have difficulty providing sufficient evidence that he is not responsible for the statements written in the deed. This can increase the burden of proof in legal cases involving Notaries.

#### 7. Limitations of Legal Protection

The self-protection clause serves as a form of legal protection for Notaries against unfounded claims. Without this clause, even though the Notary has fulfilled his obligations in terms of the formalities of the deed, there is no explicit statement indicating that the Notary is not responsible for the material truth of the statements or documents submitted by the parties. In other words, without this clause, the Notary is at greater risk of non-objective examination or assessment by law enforcement officers or third parties.

Legal protection for Notaries does not only come from clauses in the deed, but has also been explicitly regulated in various provisions of laws and regulations that provide limitations and protection mechanisms for the implementation of the duties of a Notary. The position of the MKN in providing legal protection for Notaries is an independent institution, because in this case the existence of the MKN is not a sub-section of the government that appoints it. The MKN in carrying out its authority to issue a decision is not influenced by other parties or institutions, so that in this case the decision produced by the MKN cannot be challenged. In accordance with the law (Article 66 paragraph (3) 149 UUJN-P), namely the MKN has a period of 30 days in providing written approval or not providing approval to the investigator since receiving the letter of request from the investigator. If there is no response within that time period, the honorary council is deemed to have approved the request (Article 66 paragraph (4) UUJN-P).<sup>14</sup>

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<sup>14</sup>Hilda Sophia Wiradiredja, 2016, Criminal Liability of Notaries in Making Deeds Based on False Information Related to Law Number 30 of 2004 Concerning the Position of Notaries in conjunction with Law Number 2 of 2014 and the Criminal Code, Jurnal Wawasan Yuridika, p. 81

#### 4. Conclusion

The legal force of the notary's self-protection clause in the deed if there is a party who denies it, namely, legally, the legal force of the self-protection clause is limited, because it is not explicitly regulated in the Notary Law. However, the inclusion of this clause is not prohibited as long as it does not conflict with the law, morality, and public order. Its main function is as additional evidence that the Notary has carried out his duties in accordance with the principles of caution and professionalism. This clause does not immediately exempt the Notary from legal examination if a dispute arises, but can strengthen the Notary's position in the process of proving that he is not jointly responsible for the material truth of the contents of the deed. The existence of a self-protection clause is important in dealing with the potential criminalization of the Notary profession. The legal consequences for a notary who does not include a self-protection clause in a notary deed are that it does not violate positive legal provisions, but can have legal consequences that are detrimental to the notary's position. Without this clause, the notary becomes more vulnerable to lawsuits, both civil and criminal, especially when there is a denial of the contents of the deed or accusations of false information. This also makes it difficult for the notary to prove that he only carried out the function of recording at the will of the parties, not being responsible for the material truth of the information submitted. From the perspective of Philipus M. Hadjon's legal protection theory, the absence of a self-protection clause ignores the principle of preventive legal protection and weakens repressive legal protection for notaries. Although legal protection for notaries has been regulated in various provisions such as the right to refuse and the approval of the Notary Honorary Council (MKN) for examination, the inclusion of a self-protection clause remains important as an anticipatory step and evidence that the notary has acted in accordance with the principle of prudence. Therefore, to strengthen the legal position and maintain professionalism, the inclusion of this clause should become standard practice in the preparation of notarial deeds.

#### 5. References

##### Journals:

- Abdul Jalal, Suwitno, Sri Endah Wahyuningsih, 2018, Keterlibatan Pejabat Notaris Terhadap Perbuatan Melawan Hukum Dan Turut Serta Melakukan Tindak Kejahatan Dalam Pemalsuan Dokumen, *Jurnal Akta*, Volume 5 Nomor 1.
- Ahmad Farich Sultoni, 2021, Batas Pertanggungjawaban Notaris atas Pembuatan Akta Otentik, *Jurnal Ilmu Kenotariatan*, Vol. 2, No. 1.

Anang Ade Irawan, Pertanggungjawaban Ahli Waris Notaris sebagai Pejabat Umum atas Akta Notaris yang Menimbulkan Kerugian Para Pihak, *Jurnal Lentera Hukum*, Volume 5 Issue 2 2018.

Erina Permatasari, Lathifah Hanim, Peran dan Tanggung Jawab Notaris Terhadap Pelaksanaan Pendaftaran Badan Hukum Perseroan Terbatas Melalui Sistem Online, *Jurnal Akta*, Volume 4 Nomor 3 September 2017.

Hilda Sophia Wiradiredja, 2016, Pertanggungjawaban Pidana Notaris Dalam Pembuatan Akta Yang Didasarkan Pada Keterangan Palsu Dihubungkan Dengan Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris Jo Undang-Undang Nomor 2 Tahun 2014 Dan KUHP, *Jurnal Wawasan Yuridika*.

Kunni Afifah, 2017, Tanggung Jawab dan Perlindungan Hukum bagi Notaris secara Perdata Terhadap Akta yang Dibuatnya, *Jurnal Lex Renaissance*, Nomor 1 Volume 2.

Misbah Imam, 2023, Penggunaan Klausula Proteksi Diri Bagi Notaris Dalam Akta Partij ditinjau dari Undang-Undang Jabatan Notaris, *Jurnal Ilmu Kenotariatan*, Volume 4 Issue 2.

Nala Aprilia, Pertanggungjawaban Notaris Werda Atas Akta Yang Pernah Dibuat Dalam Masa Jabatannya, *Journal LEX Renaissance*, Volume 2 Nomor 5.

Rizki Nurmayanti, 2017, Akhmad Khisni, Peran Dan Tanggung Jawab Notaris Dalam Pelaksanaan Pembuatan Akta , *Jurnal Akta*, Vol. 4 No. 4.

#### **Books:**

Abdul Ghofur Ansohri, 2009, Lembaga Kenotariatan Indonesia: Perspektif Hukum dan Etika, UII Press, Yogyakarta.

Habib Adjie, 2009, *Hukum Notaris Indonesia (Tafsir Tematik Terhadap Undang-Undang Jabatan Nomor 30 Tahun 2004 Tentang Jabatan Notaris*, Refika Aditama, Bandung.

Tan Thong Kie, 2001, *Serba Serbi Praktek Notaris*, Ichtiar Baru, Jakarta.

#### **Regulation:**

The 1945 Constitution of the Republic of Indonesia

Civil Code (KUHPerdata).

Criminal Code (KUHP)

Law of the Republic of Indonesia Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary.