

Notary's Responsibility for Providing Covernotes in Bank Credits that Result in Losses for Banking Institutions

Handini Artha Hutami¹⁾ & Aryani Witasari²⁾

¹⁾ Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, Indonesia,
E-mail: handiniarthahutami.std@unissula.ac.id

²⁾ Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, Indonesia,
E-mail: aryaniwitasari@unissula.ac.id

Abstract. *Indonesia, as a country based on the rule of law, places notaries as key officials in providing legal certainty through authentic deeds, in accordance with the UUJN (National Law). In banking practice, notaries often issue covernotes as a certificate of progress in processing credit guarantees. Although not an authentic deed, covernotes serve as a basis for bank trust in credit disbursement, supported by the principles of trust and freedom of contract. However, the unclear regulations regarding covernotes have implications for the potential legal liability of notaries. If a bank suffers losses due to the notary's negligence or default in the covernote, the notary can be held liable for civil damages and administrative sanctions. Notaries are required to act carefully and professionally when issuing covernotes. This research uses a normative legal method with an approach statute approach and analytical approach. The data used are secondary data covering primary, secondary, and tertiary legal materials. Data analysis was conducted prescriptively. The conclusion of this study identifies factors that contribute to bank losses due to notary cover notes. From a legal perspective, cover notes do not have the binding legal force of an authentic deed and are not explicitly regulated, creating uncertainty. Technically, banks rely too heavily on cover notes, making them vulnerable to the risk of problematic collateral. Professional ethics open up opportunities for abuse. Notaries bear significant responsibility for bank losses in civil, criminal, and ethical/disciplinary matters. Risk mitigation requires notaries to exercise caution in issuing cover notes, as well as careful examination, verification, transparent communication, and strengthening internal procedures by banks.*

Keywords: Bank Credit; Covernote; Notary Responsibility.

1. Introduction

Indonesia, as a nation based on the rule of law, prioritizes public protection through legislation. In this regard, the notary profession plays a crucial role in providing legal certainty by creating authentic deeds with full evidentiary power, as stipulated in Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Office of Notaries (UUJN).¹Notaries serve as public officials trusted by the public to manage and verify authentic deeds, which are fundamental legal documents in various civil transactions. One product frequently produced by notaries in the context of services, particularly for banking, is the cover note.

Cover note A covernote is a written statement issued by a notary to explain that a deed or document processing process, such as securing collateral in a credit agreement, is underway and expected to be completed within a certain timeframe. Although a covernote is not an authentic deed explicitly regulated by the UUJN, its issuance often serves as a basis for banks' trust in disbursing credit, especially when collateral documents are incomplete.²This arises from the practical needs and the principle of trust that exists between the bank, the debtor, and the notary, and is regulated in the context of the guarantee agreement based on Article 1316 of the Civil Code and the principle of freedom of contract in Article 1338 paragraph (1) of the Civil Code [^29, ^30]. However, the lack of clarity in the regulations regarding covernotes has implications for potential legal liability for notaries.

If the bank suffers a loss due to the notary's negligence or default in fulfilling the promise contained in the covernote, the notary may be held civilly liable. This liability may include reimbursement of costs, damages, and interest, whether based on default (Article 1243 of the Civil Code) or unlawful acts (Article 1365 of the Civil Code).³In addition, notaries can also be subject to administrative sanctions in accordance with Article 85 of the UUJN, ranging from warnings to dismissal.⁴Therefore, notaries are required to act carefully, honestly and professionally in issuing covernotes, and ensure that the contents and processes described in the covernote are truly accountable to avoid losses to banking institutions.

Furthermore, notaries have an obligation to act carefully and honestly in all their positions, as regulated in Article 16 paragraph (1) of the UUJN and the Notary Code

¹G.H.S Lumban Tobing, (2001), *Peraturan Jabatan Notaris*, Jakarta : Erlangga, p.2

²Tan Thong Kie, (2011), *Studi Notariat dan Serba-Serbi Praktek Notaris*, Cetakan Kedua, Jakarta : PT. Ichtiar Baru van Hoeve, p.444.

³A.A. Andi Prajitno, (2010), *Apa dan Siapa Notaris di Indonesia?*, Cetakan Pertama, Surabaya : Putra Media Nusantara, p.51

⁴Taufik Makarao, (2004), *Pokok-Pokok Hukum Acara Perdata*, Jakarta : PT. Rineka Cipta, p.100

of Ethics.⁵This obligation is particularly relevant when a notary issues a covernote, which, while not an authentic deed, contains the notary's statement and commitment. The notary must ensure that all information provided in the covernote is accurate and accountable, and must not issue a covernote that contains matters beyond the authority of his or her position or that guarantees a condition he or she cannot verify, such as a guarantee of the absence of disputes regarding a land certificate without adequate verification.⁶Negligence in carrying out this obligation, whether due to intent or carelessness, can give rise to indications of unlawful acts that result in the notary's responsibility. The legal consequences for notaries who are negligent in fulfilling the contents of the covernote are not only limited to civil sanctions, but can also include tiered administrative sanctions, ranging from verbal warnings to dishonorable dismissal, as regulated in Article 85 of the UUJN.⁷In cases where the notary fails to complete the mortgage binding process as promised in the covernote, the bank may lose the collateral object that should be used for debt repayment, so that the creditor's position becomes unsafe and potentially loses assets. Therefore, although covernotes arise from practical needs and become a temporary basis of trust, notaries must always be careful and professional in issuing them to maintain the integrity of the profession and protect the interests of all parties involved, including banking institutions.

2. Research Methods

This research uses normative legal methods⁸which focuses on the application of positive legal norms. The approach used is a statute approach to examine related laws and regulations, as well as an analytical approach to analyze the legal meaning, principles, and concepts contained therein. The data used is secondary data consisting of primary legal materials (such as the 1945 Constitution, the Civil Code, UUJN, and the Banking Law), secondary legal materials (books, journals, research documents), and tertiary legal materials (dictionaries, encyclopedias). Data analysis is carried out prescriptively, namely providing assessments and arguments regarding the truth or falsity of a legal fact or event based on existing theories.

⁵*Op. Cit.*

⁶Pande Nyoman Putra Widiyantara & A.A Sagung Wiratni Darmadi, "Akibat Hukum Covernote Yang Dibuat Oleh Notaris Dan Pejabat Pembuat Akta Tanah", *Artikel*, p.3

⁷Anke Dwi Saputro, (2008), *Jati Diri Notaris Indonesia, Dulu, Sekarang dan Di Masa Datang*, Jakarta : Gramedia, p. 115

⁸Peter Mahmud Marzuki, (2010), *Penelitian Hukum*, Jakarta : Kencana. p. 35.

3. Results and Discussion

3.1. Potential Factors Causing Bank Losses Due to Notary Covernotes in the Banking Credit Process

3.1.1. Legal Aspects: Absence of Binding Legal Force and the Illusion of Legal Certainty

a. Absence of Binding Legal Force on Covernote

Indonesia, as a nation based on the rule of law, prioritizes public protection through legislation. In this regard, the notary profession plays a crucial role in providing legal certainty through the creation of authentic deeds. These authentic deeds, as stipulated in Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Office of Notaries (UUJN), serve as strong and valid evidence in the civil law system.⁹ A notary, as a public official appointed by the state, has the authority to create authentic deeds that reflect the will of the parties with perfect evidentiary power, provided that they meet the formal and material requirements stipulated by law [Article 1868 of the Civil Code]. Certainty, order, and legal protection require clear evidence regarding the rights and obligations of legal subjects. Therefore, the regulations set out in a notarial deed must be drafted based on applicable laws and regulations to have legal legitimacy that binds the parties [UUJN, Article 16 paragraph 1].

Legal certainty, according to Gustav Radbruch, is a fundamental legal value that must be maintained for the sake of national security and order. Radbruch emphasized that laws must be positive (written), clear, and enforceable. In his view, laws must provide orientation and predictability for citizens. Covernotes, which are administrative documents rather than clear positive law, actually erode this legal certainty. The covernote's failure to function as clear positive law means it cannot fully fulfill this function, creating uncertainty and potential losses for banks.¹⁰

In practice, covernotes issued by notaries in banking contexts do not qualify as authentic deeds. Covernotes are more accurately categorized as administrative certificates or private deeds, which lack full evidentiary force and are not explicitly regulated in the UUJN or banking regulations. This lack of binding legal force is the root of the main problem. Covernotes merely reflect the notary's personal promise or commitment that a legal process is underway, but do not provide legal guarantees or enforceable powers for the bank. Consequently, when a debtor defaults, the bank lacks a strong legal basis to enforce the collateral still underway

⁹Komar Andasasmita, (1983), *Notaris Selayang Pandang*, Cetakan ke-2, Bandung : Alumni, p. 2.

¹⁰Nawaaf Abdullah & Munsyarif Abdul Chalim, (2017), Kedudukan Dan Kewenangan Notaris Dalam Membuat Akta Otentik, *Jurnal Akta*, Vol. 4, No. 4, p. 655.

through the covernote, potentially resulting in significant financial and legal losses. This contradicts the principle of legal certainty, which requires clarity regarding who is responsible for an action or document.

b. Covernotes Create the Illusion of Legal Certainty

Covernotes often create a false perception for banking institutions, creating an illusion of legal certainty and a false sense of security. Banks, driven by operational targets, limited legal understanding among loan officers, and institutional trust in notaries, tend to view covernotes as sufficient temporary legal evidence to disburse loans. Phrases such as "documents are being processed and will be completed within X business days" can be misinterpreted as a guarantee of certainty, when in reality, the process can be delayed or even failed due to various legal constraints.

The lack of formal standards for issuing covernotes further exacerbates this situation. Because they are not regulated, the format and wording of covernotes can vary, thus failing to provide the legal clarity or predictability that banks require [Author, Absence of Standards]. This contradicts the principle of legal certainty put forward by Gustav Radbruch, who emphasized that the law must be positive, clear, enforceable, and consistent to provide orientation and predictability. Covernotes that are unclear and lack a strong legal basis fundamentally erode legal certainty, leaving banks operating in uncertainty despite a perceived sense of security. When disputes arise over collateral, banks cannot use covernotes as authentic evidence or the basis for claims, thereby placing them at significant risk of non-performing loans and financial losses.

3.1.2. Technical Use of Covernotes : Bank Dependence and the Risk of Problematic Collateral Objects

a. Banks Over-Rely on Covernotes

Banking institutions have shown a strong tendency to rely on covernotes in the credit disbursement process. This reliance stems not only from practical reasons within banking operations but also from several systemic weaknesses in the relationship between banks and notaries. One key factor is the drive to meet operational and commercial targets. To avoid delays in the loan disbursement process due to administrative reasons, covernotes are considered a practical solution.¹¹ Furthermore, covernotes are often perceived as a temporary substitute for what should be complete collateral documents, providing a false sense of security for banks. The limited legal understanding of loan officers in the field and institutional trust in notaries further reinforce this dependence. The lack of clear

¹¹Budiyono, S., & Gunarto, G., (2017), Akibat Hukum Covernote Yang Dijadikan Dasar Perjanjian Kredit Di Perbankan, *Jurnal Akta*, Volume 4 No. 4, p. 790.

regulations regarding covernotes further exacerbates this phenomenon, as there are no established standards governing their form, content, or limitations on their use [^Author, Absence of Standards]. As a result, covernotes are often used beyond their intended purpose, creating a sense of legal certainty that has not yet been legally established.

b. Risk of Invalid or Disputed Collateral Object

Disbursement of credit based on a cover note without adequate verification of the validity of the collateral can pose a significant risk of loss for the bank. A cover note only indicates that the legal process for the collateral is ongoing, not guaranteeing its validity. If the collateral turns out to be invalid (e.g., duplicate certificates, undivided inherited land) or is the subject of a legal dispute, the bank will have difficulty enforcing the collateral if the debtor defaults. This contradicts the principle of legal certainty, which requires banks to have clear enforcement rights over collateral to protect their interests.¹²

A covernote cannot replace the executive power of an authentic deed, such as a Deed of Mortgage (APHT) or a Fiduciary Guarantee Certificate. Consequently, disbursed loans risk becoming non-performing loans (NPLs), and banks must bear significant financial and operational losses. Misuse of the state emblem on the covernote by irresponsible notaries can also result in criminal sanctions, further complicating the legal issues.

3.1.3. Professional Ethics: Potential for Abuse and Limitations of Notary Liability

a. Potential for Abuse by Notaries

The absence of formal regulations regarding covernotes opens up opportunities for unscrupulous notaries to abuse their profession. Unscrupulous notaries can issue covernotes without adequate legal verification, giving a false impression of legality, and potentially implicating themselves in criminal acts, including corruption, if the covernotes are used for unlawful purposes in disbursing loans. This not only harms banks financially but also undermines the integrity of the notarial profession and public trust in the legal system. Violations of professional ethics by notaries who issue misleading covernotes can result in administrative, civil, and even criminal sanctions, as stipulated in the UUJN and the Criminal Code. Notaries are required to act honestly, carefully, independently, and safeguard the interests of the parties, as well as be responsible for every statement they make

¹²Ramlie, H. S., (2017), "Pertanggungjawaban Hukum Bagi Notaris Terhadap Cover Note Yang Sudah Dikeluarkan Tetapi Sertifikat Tidak Dapat Diterbitkan", *Doctoral dissertation*, Universitas Brawijaya, p. 93.

[Article 16 paragraph 1]. However, proving intent or negligence in the issuance of covernotes is often difficult.¹³

b. Limited Liability of Notary

A notary's responsibility for issuing covernotes in the banking context is very limited. This is due to the covernote's status as a non-formal legal product of a notary and its lack of clear binding force. The absence of regulations in the UUJN (National Notary Law) and the Notary Code of Ethics renders the covernote an informal document not subject to standard procedures. Consequently, the notary's responsibility is more moral and ethical, making it difficult to prove violations. This limited responsibility creates legal uncertainty for banks, as they cannot fully rely on the covernote as a guarantee of legality and have limited legal avenues for claiming accountability in the event of losses. This fundamentally contradicts the principle of legal certainty, which demands clarity regarding who is responsible for an action or document.¹⁴

3.2. Notary's Responsibility for Bank Losses Due to the Issuance of a Cover Note

Cover note A cover note is a certificate issued by a notary or land deed official (PPAT) that serves as temporary collateral for banks during the loan disbursement process. This document is crucial because the process of securing collateral, such as a mortgage on land, often takes a long time, while banks require certainty about the collateral before disbursing funds. In this situation, a cover note serves as a statement or promise from the notary/PPAT that the deed of collateral will be immediately drawn up and registered, leading to the issuance of the mortgage certificate. Its primary function is to provide confidence to banks to expedite loan disbursement, even if the principal collateral has not yet been fully registered. Banks rely on the cover note as proof of the notary's commitment to completing the process, allowing debtors to obtain funds more quickly. However, notaries must be extremely careful, as negligence in issuing it can result in significant losses for the bank and legal consequences for the notary.¹⁵

Legally, a cover note holds a unique position in the Indonesian legal system. Unlike authentic deeds made by a notary, a cover note is categorized as a private document (*onderhandsche akte*) because it does not meet the formal requirements of an authentic deed as stipulated in Article 1868 of the Civil Code

¹³Diva Murbarani, A., & Benni, B., (2024), *Pertimbangan Penyidik Dalam Penetapan Notaris Sebagai Tersangka Pada Tindak Pidana Korupsi Kredit Fiktif Perbankan*, *Unes Journal of Swara Justisia*, Volume 8 No. 3, p. 695.

¹⁴Amin, Y., (2024), *Tanggung Jawab Notaris dalam Mengeluarkan Covernote dalam Dunia Perbankan*, *Jurnal Hukum Indonesia*, Volume 3 No. 1, p. 17.

¹⁵Nugraha Pratama Septiansyah Gusti, *Peran Covernote Notaris Sebagai Dasar Pencairan Kredit Oleh Bank*, *Jurnal ; Education and Development*, Vol.11 No.1 Edisi January 2023, p.87-93, DOI:10.37081/ed.v11i1.4252

and the UUJN [Article 1868 of the Civil Code]. Nevertheless, a cover note has significant evidentiary power in the context of the contractual relationship between a notary and a bank, which is based on the principles of trust and good faith [Article 1338 of the Civil Code]. Its evidentiary power lies in its function as evidence of the notary's promise or commitment to the bank. In practice, a cover note is an internal document containing a notary's statement regarding the progress of collateral processing. According to the author, a cover note can be seen as a concrete norm (*Individuellen Rechtsnorm*) born from agreements and practices, in line with Hans Kelsen's theory of legal concretization. As Kelsen explains, "the course of legal life is a process of concretization or individualization or permotivation, namely a process that moves from abstract norms or general legal norms (*Generellen Rechtsnorm*) to concrete norms or specific legal norms (*Individuellen Rechtsnorm*)". The cover note, as a concrete embodiment of abstract legal principles such as good faith in agreements, imposes an obligation on the Notary to act according to the commitment given. The Notary's failure to fulfill this promise (default) will trigger "sanctions" in the form of lawsuits, in accordance with Kelsen's theory of responsibility where a person is responsible for sanctions if they commit "contradictory acts". Although not an authentic deed, the cover note is still a legal product issued by a public official, thus having legal implications. Its legal force is based on Article 1338 of the Civil Code concerning freedom of contract, which states that all agreements made legally apply as law for those who make them. Therefore, the cover note can be considered a form of unwritten agreement that is binding between the Notary and the bank, giving rise to rights and obligations. If the Notary does not fulfill his promise, this can be considered a breach of contract or an unlawful act, which can give rise to legal liability [Article 1338 of the Civil Code].

The issuance of a cover note by a notary, although intended to expedite loan disbursement, carries the potential risk of significant losses for banks if the notary does not act diligently and professionally. Losses can occur if the notary fails to fulfill the commitments in the cover note, resulting in the collateral not being fully binding or having sufficient legal force. The main scenarios for losses are when the notary neglects to register the mortgage, delays the process without reason, or fails to identify problems with the collateral (duplicate certificates, ownership disputes). In such cases, the bank lacks a legally strong guarantee to collect receivables if the debtor defaults, resulting in non-performing loans (NPLs). The notary's failure to conduct due diligence, which should be part of the implementation of the concrete cover note norms, directly causes bank losses.¹⁶ Within Kelsen's framework, this notary negligence can be categorized as "negligence," that is, a failure to exercise due care required by law or practice. This oversight, while not necessarily accompanied by malicious intent, is still a form of "error" (*culpa*) that can trigger sanctions or liability. The author is very

¹⁶Sembiring, Michael Boy, (2019), *Akibat Hukum Penerbitan Covernote oleh Notaris/PPAT Terhadap Pihak-Pihak dalam Perjanjian Kredit Perbankan*, Universitas Sumatera Utara : Thesis

straightforward in describing various scenarios of bank losses resulting from covernotes that are not handled carefully, highlighting the notary's negligence in registering mortgages or failure to identify problems with the collateral. The author also warns against notaries acting in bad faith or elements of fraud, even linking this to criminal cases such as the Makassar High Court Decision. Banks are in a very vulnerable position because of the trust placed in notaries. The losses incurred are a direct consequence of the violation of the notary's "supposed" obligations under the covernote framework, which are now increasingly enforced through legal mechanisms.

A notary's civil liability for bank losses resulting from the issuance of a cover note can arise from two main grounds: breach of promise or unlawful act (*onrechtmatige daad*). A notary has an obligation to act carefully, thoroughly, honestly, and impartially in accordance with the UUJN and the Notary's Code of Ethics [Article 16 paragraph 1]. If a notary fails to fulfill the promise in the cover note (for example, by neglecting to register the collateral, delaying the process without reason, or being unable to complete the process because the collateral object is problematic and should have been known), he or she may be deemed to be in default. As a result, the bank that has disbursed funds based on the cover note may suffer losses due to the imperfect collateral. The bank has the right to sue the notary for compensation for the actual losses suffered. In addition, a notary can be held liable for PMH (Article 1365 of the Civil Code) if he or she commits an act or omission that is contrary to his or her legal obligations, violates the rights of others, or is contrary to propriety and prudence. This includes issuing a cover note while knowing the collateral object is problematic, failing to conduct a thorough examination, colluding with the debtor to defraud the bank, or ignoring procedures. The bank has the right to claim compensation for any losses suffered. The author views the covernote as a binding promise, so a notary's failure to fulfill this promise constitutes a breach of contract that can be sued for damages. Furthermore, a notary's default may occur if the notary intentionally or with gross negligence issues a covernote despite knowing the collateral is problematic or failing to conduct a thorough inspection. This is a legal mechanism available to the bank to seek justice. Within Kelsen's framework, default and a notary's default are "contradictory acts" that trigger civil "sanctions" in the form of compensation for the notary's failure to fulfill the "obligations" or "due care" required by the norm.

In addition to civil liability, a notary can also face criminal liability if his negligence or actions related to the cover note contain elements of a criminal act, such as fraud (Article 378 of the Criminal Code) or forgery of documents (Article 263 of the Criminal Code).¹⁷ If a Notary intentionally issues a cover note containing false or misleading information to defraud a bank, or falsifies documents in the process,

¹⁷Yulinda Amin, Tanggung Jawab Notaris dalam Mengeluarkan Covernote dalam Dunia Perbankan, *Jurnal Hukum Indonesia*: Vol.3 No 1 January 2024, DOI: 10.58344/jhi.v3i1.671

he or she may be subject to criminal charges. Cases such as Makassar High Court Decision Number 49/PID.SUS.TPK/2018/PT.MKS demonstrate the potential for Notaries to be involved in criminal acts of corruption if cover notes are used to facilitate the disbursement of credit that is detrimental to the state or state-owned banks. The author warns that gross negligence accompanied by malicious intent can be elevated to a criminal offense, which will trigger criminal sanctions as the heaviest form of "sanction" from Kelsen for intentional "contradictory acts" [^Makassar High Court Decision; Kelsen, Responsibility].

Notaries also face ethical and disciplinary responsibilities regulated by the Notary Code of Ethics and the Notary Honorary Council (DKN). Ethical violations, such as negligence in document inspection, failure to act in good faith, or dishonest behavior, can be reported to the DKN. Disciplinary sanctions can include reprimands, suspensions, and even dishonorable discharge. This responsibility is crucial for maintaining the profession's dignity and public trust and constitutes an informal "sanction" for what a professional with integrity should do, according to Kelsen [^Kelsen, Responsibility].

To minimize risk, notaries need to conduct thorough due diligence, verify directly with the National Land Agency (BPN), set clear time limits, communicate transparently, have professional insurance, and improve competency. Banks must have strict internal procedures, verify notaries, include clear contract clauses, monitor progress, not rely solely on cover notes, and collaborate with trusted notaries [^Author, Risk Mitigation]. The implementation of these mitigation efforts together will reduce the possibility of losses and disputes, and encourage a safer and more efficient credit process.

4. Conclusion

Potential Factors Causing Bank Losses Due to Notary Cover Notes in the Banking Credit Process, From a legal perspective, cover notes do not have the binding force of an authentic deed and are not explicitly regulated in applicable laws and regulations, thus providing banks with no adequate guarantee of legality or enforceable power. The lack of formal standards for their issuance creates legal uncertainty, while banks mistakenly perceive them as a false guarantee of legal certainty. From a technical perspective, banks often rely too heavily on cover notes due to operational targets, limited legal understanding, institutional trust in notaries, and the absence of clear regulations, which leaves them vulnerable to the risk of invalid or problematic collateral. Furthermore, from a professional ethics perspective, the absence of formal regulations opens up opportunities for abuse by irresponsible notaries, who can issue cover notes without adequate legal process, creating a false illusion of legality, and potentially engaging in criminal activity, even though a notary's direct responsibility for cover notes is limited and focuses more on moral and disciplinary aspects. Notary's Responsibility for Bank

Losses Due to the Issuance of Cover Notes, Notaries bear significant responsibility for any losses a bank may incur as a result of the issuance of a cover note. Civilly, a notary can be held liable for breach of contract if they fail to fulfill the commitments stated in the cover note, or for unlawful acts if they commit gross negligence, fail to conduct due diligence, or act dishonestly resulting in losses for the bank. In more serious cases, if the issuance of the cover note involves deliberate action, fraud, or forgery, the notary may face criminal liability, even being implicated in corruption. Furthermore, notaries also bear ethical and disciplinary responsibilities, as violations of the Notary Code of Ethics can result in sanctions from the Notary Honorary Council. To mitigate this risk, notaries are required to exercise extreme caution in every step of the cover note issuance process, including conducting thorough document reviews, direct verification with relevant agencies, and transparent communication with the bank. Banks should also strengthen internal procedures and avoid relying solely on the document.

5. References

Journals:

- Amin, Y., (2024), Tanggung Jawab Notaris dalam Mengeluarkan Covernote dalam Dunia Perbankan, *Jurnal Hukum Indonesia*, Volume 3 No. 1
- Budiyono, S., & Gunarto, G., (2017), Akibat Hukum Covernote Yang Dijadikan Dasar Perjanjian Kredit Di Perbankan, *Jurnal Akta*, Volume 4 No. 4
- Diva Murbarani, A., & Benni, B., (2024), Pertimbangan Penyidik Dalam Penetapan Notaris Sebagai Tersangka Pada Tindak Pidana Korupsi Kredit Fiktif Perbankan, *Unes Journal of Swara Justisia*, Volume 8 No. 3
- Nawaaf Abdullah & Munsyarif Abdul Chalim, (2017), Kedudukan Dan Kewenangan Notaris Dalam Membuat Akta Otentik, *Jurnal Akta*, Vol. 4, No. 4
- Nugraha Pratama Septiansyah Gusti, Peran Covernote Notaris Sebagai Dasar Pencairan Kredit Oleh Bank, *Jurnal ; Education and Development*, Vol.11 No.1 Edisi January 2023, p.87-93, DOI:10.37081/ed.v11i1.4252
- Ramlie, H. S., (2017), "Pertanggungjawaban Hukum Bagi Notaris Terhadap Cover Note Yang Sudah Dikeluarkan Tetapi Sertifikat Tidak Dapat Diterbitkan", *Doctoral dissertation*, Universitas Brawijaya
- Yulinda Amin, Tanggung Jawab Notaris dalam Mengeluarkan Covernote dalam Dunia Perbankan, *Jurnal Hukum Indonesia*: Vol.3 No 1 January 2024, DOI: 10.58344/jhi.v3i1.671

Books:

- A.A. Andi Prajitno, (2010), *Apa dan Siapa Notaris di Indonesia?*, Cetakan Pertama, Surabaya : Putra Media Nusantara
- Anke Dwi Saputro, (2008), *Jati Diri Notaris Indonesia, Dulu, Sekarang dan Di Masa Datang*, Jakarta : Gramedia
- G.H.S Lumban Tobing, (2001), *Peraturan Jabatan Notaris*, Jakarta : Erlangga

- Komar Andasasmita, (1983), *Notaris Selayang Pandang*, Cetakan ke-2, Bandung : Alumni
- Pande Nyoman Putra Widiantera & A.A Sagung Wiratni Darmadi, “Akibat Hukum *Covernote* Yang Dibuat Oleh Notaris Dan Pejabat Pembuat Akta Tanah”, *Artikel*
- Peter Mahmud Marzuki, (2010), *Penelitian Hukum*, Jakarta : Kencana
- Sembiring, Michael Boy, (2019), *Akibat Hukum Penerbitan Covernote oleh Notaris/PPAT Terhadap Pihak-Pihak dalam Perjanjian Kredit Perbankan*, Universitas Sumatera Utara : Thesis
- Tan Thong Kie, (2011), *Studi Notariat dan Serba-Serbi Praktek Notaris*, Cetakan Kedua, Jakarta : PT. Ichtiar Baru van Hoeve
- Taufik Makarao, (2004), *Pokok-Pokok Hukum Acara Perdata*, Jakarta : PT. Rineka Cipta