

Conflict of Norms between UUJN and Notarial Deeds: Implications for the Liability of Retired Notaries

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Abstract. *The purpose of this research is to determine and analyze the responsibility of Notaries for deeds made after the end of their term of office and to determine and analyze the legal protection for Notaries for deeds made after the end of their term of office. This research method includes normative juridical research with a statutory approach and a conceptual approach. Data collection techniques are carried out by literature studies on legal materials, both primary legal materials, secondary legal materials and tertiary legal materials including non-legal materials. The analysis method in this research uses two interpretations which include systematic interpretation and grammatical interpretation. The results of this study indicate that although Defendant II has retired as a Notary, responsibility for the deeds he made, such as Deeds Number 23 and 24, remains attached based on Article 65 of the UUJN. Legal protection for retired Notaries is realized through preventive and repressive mechanisms, including the principle of presumption of legality, limitation of responsibility on formal and procedural aspects, and the right to defend himself in court. Thus, the legal system provides a balance between enforcing the professional responsibilities of Notaries and protecting their rights, so that legal certainty, justice and benefits for Notaries and interested parties remain guaranteed.*

Keywords: Accountability; Conflict; Implications; Notarial.

1. Introduction

The Notary Law (UUJN) is the legal basis governing the authority, obligations, and limitations of notaries as public officials. As a concrete legal product, notarial deeds provide legal certainty and protection for all parties. Because the UUJN holds a higher status as a statutory regulation, notarial deeds must not conflict with its provisions. A conflict of norms can arise if the content, form, or procedure for drafting a deed does not comply with the UUJN.

A similar potential conflict exists in Law Number 2 of 2014 concerning Amendments to the UUJN (UUJN-P). This regulation emphasizes that notaries remain responsible for the deeds they draft even after their term of office has ended. In practice, when a deed is disputed in court, the notary, as the deed's drafter, can also be implicated in the case. An example is seen in Case Number 94/Pdt.G/2021/PN.Jkt.Utr, where a retired notary was sued over a deed he drafted. Similar cases have also been studied in scientific journals regarding the responsibilities of notaries after the end of their term.¹ This shows that even though the term of office has ended, the legal product in the form of an authentic deed remains binding as long as it has not been cancelled or revoked.

Article 65 of the UUJN-P states that notaries, substitute notaries, and acting officials remain responsible for every deed they create even after the protocol has been submitted. This provision raises issues because, while the authority of the position has been lost, responsibility for the deed remains. If negligence results in a loss, the notary can be sued for civil damages.² even though he has retired.

Legally, the expiration of a notary's term of office terminates the authority to perform notarial functions, but does not nullify the validity of the deed already executed. Authentic deeds remain strong evidence in legal proceedings. This situation places notaries in a strategic yet vulnerable position, especially in the era of technological developments and cyber notary discourse, which expands the complexity of notarial practice.³.

The problem becomes more complicated when a retired notary must face a lawsuit over a deed they drafted, even though they no longer have administrative access or corrective authority. Errors can stem from inaccurate information provided by the parties or from the notary's own lack of due care. Therefore, the principles of verification and due care are crucial to prevent future disputes.

The urgency of clearer regulations regarding legal protection for notaries whose terms of office have expired is becoming increasingly apparent. Without proportional protection, concerns will arise that could impact the professionalism and image of the notary profession. An in-depth study of this issue is expected to provide a balanced solution between legal certainty for the public and fair legal protection for notaries. The purpose of this research is to identify and analyze the

¹ Hanafi, I., Halim, AN, & Kencanawati, E., 2023, "Responsibility of Substitute Notaries for Deeds Made After the End of Their Term of Office If a Civil Dispute Occurs in Court". SENTRI: Scientific Research Journal, 2(7), p. 2565., [http: https://ejournal.nusantaraglobal.ac.id/index.php/sentri/article/view/1171/1095](https://ejournal.nusantaraglobal.ac.id/index.php/sentri/article/view/1171/1095), accessed on November 25, 2024, at 20.12 WITA.

² Mahottama, DGS, Dantes, KF, Setianto, MJ, & Kusuma, PRA (2026). Legal Review of the Cancellation of Notarial Deeds (Nominee Agreement Deeds) in Decision Number 259/PDT. G/2020/PN. GIN. Al-Zayn: Journal of Social Sciences & Law, 4(1), pp. 4282-4283

³ Rahmida Erliyani and Siti Rosyidah, 2020, Notarial Deeds in Civil Case Evidence and the Development of Cyber Notary, Dialektika, Yogyakarta, p. 34

responsibilities of notaries for deeds they draft after their terms of office have expired.

2. Research Methods

This research uses a normative juridical research type with a statutory approach and a conceptual approach. The data collection technique was conducted through a literature study of legal materials, including primary, secondary, and tertiary legal materials, including non-legal materials. The analysis method in this study uses two interpretations: systematic interpretation and grammatical interpretation.

3. Results and Discussion

3.1. Responsibility of Notaries for Deeds They Make After the End of Their Term of Office

This study analyzes the responsibilities of retired notaries based on the North Jakarta District Court Decision Number 94/Pdt.G/2021/PN.Jkt.Utr. The notary was sued as Defendant II regarding Deeds Numbers 23 and 24 dated December 20, 2004. The plaintiff claimed never to have signed or received payment and alleged procedural violations. Although the lawsuit was dismissed due to a settlement, Article 65 of the UUJN stipulates that responsibility for the deed remains after the end of the term of office. This responsibility is a condition where the notary bears the consequences and may be sued, blamed, or prosecuted.⁴In this regard, the analysis will be reviewed in 4 (four) ways as follows:

a. Professional and Legal Responsibilities

The professional responsibility of a notary requires an honest, independent, impartial, and careful attitude in accordance with the UUJN and the code of ethics. In Case Number 94/Pdt.G/2021/PN.Jkt.Utr, Defendant II is suspected of drafting a deed without the presence of the parties, entering incorrect data, and failing to read the deed, which is contrary to Article 16 paragraph (1) letter a of the UUJN. These actions reflect ethical and legal violations and a failure to provide preventive legal protection to the injured party. Although ethical responsibility can no longer be imposed because the term of office has ended, legal accountability can still be requested as a legal subject. Although notaries as legal subjects are protected by the constitution in the state administration of a country⁵.

b. Responsibility for the Validity and Truth of the Deed

⁴ Halim, Ridwan. 2006, State Administrative Law, Raja Grafindo Persada, Jakarta, p. 337

⁵Darmadi, NS The Position and Authority of the Constitutional Court in the Indonesian Constitutional Law System. Unissula Law Journal, 28(2), p. 1089, Url: https://scholar.google.com/scholar?hl=id&as_sdt=0%2C5&q=Darmadi%2C+N.+S.+The+Position+and+Authority+of+the+Constitutional+Court+in+the+Indonesian+Constitutional+Law+System.+Unissula+Law+Journal&btnG=, accessed October 8, 2025

A notary is required to ensure that the deed reflects the agreement of the parties and meets the formal and material requirements stipulated in the law. Negligence, such as failing to verify identity, failing to present the parties, including inaccurate data, or failing to read the deed aloud, can cause the deed to lose its authenticity. Consequently, the deed may be degraded to a private deed or even void, thereby harming the parties.

In Case Number 94/Pdt.G/2021/PN.Jkt.Utr, it was revealed that the Plaintiff never agreed to the contents of the deed, was not legally present, and the deed was not read aloud. This fact contradicts Article 1320 of the Civil Code concerning the valid requirements for an agreement, particularly the element of agreement, as well as Article 16 paragraph (1) letter I of the UUJN concerning the obligation to read aloud the deed. Thus, Deeds Numbers 23 and 24 do not meet the requirements for validity and lose their legal force. Where this validity is a government authority in carrying out its functions requires bureaucratic identity.⁶

Based on the theory of legal protection and legal accountability, notary negligence indicates a failure to implement preventive protection and results in legal consequences. The elements of legal subject, violation, and legal consequences have been met, so the notary can be held accountable. This accountability can take the form of a civil lawsuit or other sanctions in accordance with statutory provisions.

c. Responsibility to Stakeholders

As a public official, a notary is obliged to maintain confidentiality, provide accurate information, and ensure that deeds are drawn up in accordance with legal provisions and reflect the agreement of the parties. In Case Number 94/Pdt.G/2021/PN.Jkt.Utr, Defendant II allegedly failed to present the relevant parties and included inaccurate data in Deeds Numbers 23 and 24, potentially nullifying the deed's legal force and harming the Plaintiff. Based on Article 65 of the UUJN-P, responsibility for the deed remains even after the notary's term of office has ended.

According to Article 1365 of the Civil Code, issuing a legally flawed deed can be classified as an unlawful act if it causes harm to another party. This action demonstrates a failure of preventive legal protection by the notary and opens up the possibility of repressive legal protection through the courts. Therefore, the notary can be held civilly liable for damages resulting from errors or negligence in drafting the deed.⁷

⁶Hafidz, J., Fitri, DA, Azam, M., Arifullah, A., & Wiranto, AP (2024). The Corruption Reduction with an Administrative Law Approach: Evidence from Australia. *Journal of Human Rights, Culture and Legal Systems*, 4(3), p. 823 Url: [https:// www. jhcls.org/ index .php/ JHCLS/ article/ view/ 396](https://www.jhcls.org/index.php/JHCLS/article/view/396), accessed 12 February 2026

⁷Ramadhani, MP (2026). Legal Responsibility of Notaries/PPAT in Making Disputed Sale and Purchase Deeds: Analysis of Decision Number 26/Pdt. G/2024/Pn Gto. *SERAMBI HUKUM RESEARCH*

d. Responsibility for Negligence and Errors

In Case Number 94/Pdt.G/2021/PN.Jkt.Utr, Defendant II, as Notary, is alleged to have failed to ensure the parties' agreement as required by Article 1320 of the Civil Code. The Plaintiff stated that he never agreed to or signed Deeds Numbers 23 and 24. Furthermore, the notary failed to present the relevant parties during the deed-making process. This action constitutes a violation of the formal obligations in the preparation of an authentic deed.

Defendant II was also deemed negligent by entering inaccurate data or information, particularly regarding the agreement and settlement of the land price. The notary failed to read the deed to the Plaintiff, despite it being his official duty to ensure the parties' understanding and agreement. This negligence reflects a lack of care and professionalism in carrying out his duties. As a result, the deed potentially loses its validity as an authentic deed.

Based on Article 1366 of the Civil Code, any loss arising from negligence may give rise to an obligation to compensate. Defendant II's negligence demonstrates a failure to comply with the principles of prudence and professional responsibility of a notary. From a legal protection perspective, this action reflects a failure of preventive legal protection. Defective deed⁸ no longer provides legal certainty and protection for the parties.

In light of the aforementioned failure to implement preventative protection, a repressive legal protection mechanism through the courts is necessary. The application of Article 1366 of the Civil Code to Defendant II constitutes a form of accountability for negligence. This measure aims to restore the rights of the injured party and uphold legal certainty and justice. Thus, notary accountability serves as a remedy for failure to fulfill official duties.

3.2. Legal Protection for Notaries for Deeds They Make After Their Term of Office Ends

Legal protection for notaries for deeds they create after their term of office ends is closely related to the responsibility they retain for past work. Article 65 of the UUJN emphasizes that the end of their term of office does not remove a notary's obligation to account for every deed they create, even if the protocol has been submitted. Therefore, the possibility of civil, administrative, and criminal liability remains open. However, this responsibility has certain limits and must be balanced with legal protection for notaries as public officials. In the context of Case Number

JOURNAL, 19(01), p. 305, Url: <https://journal.uniba.ac.id/index.php/SH/article/view/1436/918>. accessed January 5, 2026

⁸Kemenuh, IBG, & Sawitri, DAD (2026). Notary's Responsibility for Administrative Errors in the Preparation of Land Sale and Purchase Deeds. *Al-Zayn: Journal of Social Sciences & Law*, 4(1), p. 228.

Url: <https://ejournal.yayasanpendidikandzurriyatulquran.id/index.php/AlZayn/article/view/2992/1962>, accessed February 7, 2026

94/Pdt.G/2021/PN.Jkt.Utr, legal protection for retired notaries can be examined from five relevant aspects.

a. Protection Through Certainty of Position Responsibility Status (Article 65 UUJN)

Notaries have professional responsibilities inherent in their position, including acting honestly, independently, impartially, with due care, complying with the UUJN (National Law), the professional code of ethics, and maintaining the confidentiality of information and the contents of the deed. In case No. 94/Pdt.G/2021/PN. Jkt. Ut., Defendant II was found to have committed a number of negligence, such as the lack of agreement from the Plaintiff, failure to present the relevant parties, entering incorrect data, and failing to read the deed to the Plaintiff.

Although Defendant II has ended his term of office and therefore cannot be held ethically responsible, the actions taken in 2004 demonstrated unprofessional and dishonest behavior, violating the provisions of Article 16 paragraph (1) letter a of the UUJN which requires notaries to safeguard the interests of related parties. Notaries should provide preventive legal protection, but Defendant II's negligence caused the Plaintiff to suffer losses due to the issuance of Deeds Numbers 23 and 24.

Defendant II's actions constitute unethical conduct and a violation of positive law. Although ethical responsibility cannot be imposed because Defendant II has retired, he can still be held legally accountable as a citizen for actions that harm others. This demonstrates that the end of a term of office does not eliminate the possibility of being held accountable.⁹law on deeds made while still in office.

b. Protection Through Proof Mechanisms in Court

Deed Number 23 and Deed Number 24 issued by Defendant II on December 20, 2004 are subject to the provisions of the UUJN in force at that time, not the UUJN-P 2014. Article 65 of the UUJN confirms that Defendant II's responsibility remains attached to the deeds he made even though his term of office has ended, however this responsibility is limited only to the deed as a product of the notary's authority, so that matters outside the deed cannot be charged to him.

Article 65 of the UUJN simultaneously provides legal protection for Defendant II, both preventive and repressive. Preventive protection is reflected in the limitation of the scope of notary responsibilities to ensure legal certainty and justice, while repressive protection remains available in the event of a violation of the law in the exercise of notary authority. This regulation creates a balance between enforcing

⁹Mardatillah, Z. (2026). Legal Responsibility of Land Deed Officials (PPAT) for Making Deeds in Inherited Land Disputes Without Rights (Study of Supreme Court Decision Number 2829 K/Pdt/2024). SERAMBI HUKUM RESEARCH JOURNAL, 19(01), p. 196, Url: [https:// www.journal.uniba.ac.id/index.php/ SH/ article/ view/ 1416/ 904](https://www.journal.uniba.ac.id/index.php/SH/article/view/1416/904), accessed February 5, 2026

legal responsibility and protecting notary rights for the sake of legal certainty, justice, and benefit.

c. Protection Through the Role of Protocol Notaries

According to the procedural law in the examination of Case Number 94/ Pdt.G/ 2021/ PN. Jkt.Ut., Defendant II, as a Notary, still has legal protection in the form of the right to defend himself through an objective court process. Allegations of unlawful acts, such as failing to present interested parties or not reading the deed, must be proven legally. The decision in the case, which rejected the plaintiff's lawsuit, shows that notaries remain protected from lawsuits that cannot be proven legally.

The decision in Case Number 94/Pdt.G/2021/PN.Jkt.Ut, which rejected the Plaintiff's lawsuit, demonstrates that Defendant II, as a Notary, has received the legal protection he deserves. Preventive Legal Protection is reflected in the existence of civil legal norms and mechanisms that guarantee the notary's right to defend themselves objectively and require the Plaintiff to legally prove any alleged unlawful acts. This evidentiary mechanism functions to prevent unfounded claims and provides certainty and a sense of security for Notaries in carrying out their duties. Meanwhile, Repressive legal protection is realized through an independent and impartial judicial examination mechanism. The court, as an instrument of law enforcement, has assessed and tested all the arguments in the lawsuit, and because they were not legally proven, the lawsuit was rejected. This confirms that Notaries remain protected from lawsuits that cannot be legally proven and demonstrates the functioning of corrective mechanisms within the legal system to maintain justice and prevent legal uncertainty. In this regard, the legal system has provided legal protection that is fair, proportional, and in accordance with the objectives of legal protection.¹⁰.

d. Protection Through the Principle of Presumption of Validity for Notarial Deeds

The presumption of validity principle provides legal protection for notaries, including after their term of office has expired. The deeds drawn up by Defendant II, such as Deeds No. 23 and No. 24, are considered valid and correct from the date of their issuance, provided they are not proven legally flawed by a legally binding court decision. This principle affirms the legal legitimacy of the deeds and provides certainty for the interested parties. However, notaries will be implicated if their deeds become a legal issue in the future.¹¹.

¹⁰Hermawan, GF, Gozali, DS, & Sapudin, S. (2026). RECONSTRUCTION OF LEGAL PROTECTION FOR CONCURRENT CREDITERS IN THE INDONESIAN BANKRUPTCY SYSTEM: A STUDY OF DISTRIBUTION JUSTICE AND LEGAL CERTAINTY. *Al-Adl: Jurnal Hukum*, 18(1), p. 133, Url: <https://ojs.uniska-bjm.ac.id/index.php/aladli/article/view/20422>, accessed January 4, 2026

¹¹Suherman, R., & Bawono, BT The Legal Protection on Notary in Dispute of Land Sales & Purchase Disputes. *Sultan Agung Notary Law Review*, 4(2), p. 320 Url: <https://d1wqtxts1xzle7>.

In addition to protecting the validity of the deed, the presumption of validity principle also protects Defendant II, as a Notary Public, from baseless accusations or lawsuits. As long as the Notary Public exercises their authority in accordance with regulations and the code of ethics, the deed issued cannot be automatically deemed legally flawed. The burden of proof rests with the party challenging the deed, not the Notary Public, thus preventing undue legal pressure and ensuring the independence and professionalism of the Notary Public's performance.

The presumption of legality principle also plays a role in maintaining stability and trust in the civil legal system. This principle ensures that a deed cannot be challenged without a strong evidentiary basis, thus maintaining the Second Defendant's role as guardian of legal certainty. This principle creates a balance between legal protection for notaries and the public interest, while still allowing for correction through judicial mechanisms to achieve legal certainty, justice, and benefit.

e. Protection from Unfounded Personal Liability

In Case Number 94/Pdt.G/2021/PN.Jkt.Ut, Defendant II, as a Notary, plays a crucial role in ensuring legal certainty and order through the preparation of authentic deeds. In carrying out their duties, Notaries often face the risk of unfounded lawsuits, both civil and criminal. The legal system provides protection so that Notaries are not burdened with personal responsibility for problems arising from legal relationships between the parties, thus maintaining the independence and courage of Notaries in carrying out their duties without undue pressure.

This legal protection is reflected in the principle that a notary's responsibility is limited to the formal and procedural aspects of the deeds they draft, as long as they act in accordance with laws and regulations and the code of ethics. When a dispute arises regarding the substance or intentions of the parties, responsibility is not automatically transferred to the notary. The burden of proof rests with the party alleging a violation, so the notary is not required to prove the validity of the deeds or legal actions of the parties outside their authority. This mechanism serves as preventative protection to prevent speculative and disproportionate claims.¹²

cloudfront.net/105754191/pdf-libre.pdf?1694849956=&response-content-disposition=inline%3B+filename%3DThe_Legal_Protection_on_Notary_in_Disput.pdf&Expires=1770890534&Signature=N4ipJ2dcGfiDlmv1qzhJYz6Fz7FD-GJ GabkP7 UFsKy~~js0Wx NAWXC8x MMfqXES1y CuOJgfw OSZdDh9 ZDAcEHMSc1c3 Rm CBppUEyVBy K6KBXf0 pZLwpNscnFz VHvx7J5 N4wo IFuEGYDXt8 dgiA6 pKIV1WvjOzNTgc6a MfE9kh5 ljwylMcQVRIJX2 UbvvNmokfxFIHFav l89K9k36IRS2tYOB6 TVZttq5ITLz10 hXZ8k7gB0PTm-NcDMUC2nPupzSW 8pQVJRplFpKqAdkt3d417AuZ5AMBkuLOGEQKkTaADsuGqKfaiPiwV695nW~rQmCGeZIJ0HHA0hdPt 7dEWg__&Key-Pair-Id=APKAJLOHF5GGSLRBV4ZA, accessed February 11, 2026

¹²Rahim, A., & Hassanah, H. (2026). LEGAL PROTECTION OF PERSONAL DATA IN ONLINE LOAN AGREEMENTS: Legal Protection of Personal Data in Online Loan Agreements. *Res Nullius Law Journal*, 8(1), p. 18, Url: <https://ojs.unikom.ac.id/index.php/law/article/view/18021/5622> accessed February 9, 2026

Furthermore, repressive legal protection is provided through objective, impartial, and transparent judicial and professional oversight mechanisms. Alleged violations can be thoroughly tested, ensuring that only charges with a strong legal basis are justified. This protection does not eliminate notary accountability, but rather places responsibility proportionately, in line with the legal objectives of emphasizing legal certainty, justice, and security for notaries and the public seeking justice.

4. Conclusion

Although Defendant II has retired as a Notary, responsibility for the deeds he made, such as Deeds Numbers 23 and 24, remains attached based on Article 65 of the UUJN. Legal protection for retired Notaries is realized through preventive and repressive mechanisms, including the principle of presumption of legality, limitation of responsibility on formal and procedural aspects, and the right to defend oneself in court. Thus, the legal system provides a balance between enforcing the Notary's professional responsibilities and protecting his rights, so that legal certainty, justice, and benefits for Notaries and interested parties remain guaranteed. Although retired notaries remain liable for the deeds they draft under Article 65 of the UUJN, its implementation needs to be strengthened to truly reflect legal certainty, justice, and expediency. This includes operationally defining the limits of liability, strengthening preventive supervision and guidance, maintaining consistency in the presumption of legality in the judicial process, and developing professional guarantees such as liability insurance. With these measures, a balance between the professional accountability of notaries and the protection of their rights can be effectively realized in legal practice.

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