

## NOTARY RESPONSIBILITY FOR THIRD PARTY LOSSES DUE TO THE ISSUANCE OF THE DEED OF BINDING OF LAND PURCHASE AGREEMENT

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### **Abstract**

*Third parties in the formation of the Deed of Sale and Purchase Agreement Land have rights to the object regulated in the PPJB even though they are not involved in its formation as long as they have legal ties to the object being agreed upon. When a material loss occurs to a third party originating from the issuance of the PPJB, does the notary have the responsibility to compensate for the loss or vice versa? This type of legal research is a type of normative legal research. The results of this study indicate that legal remedies that a third party can take if the deed of binding sale and purchase agreement issued by a notary causes harm to him is to send a subpoena, carry out an unlawful act lawsuit, report an alleged criminal act and make a complaint to the Regional Supervisory Council. The form of liability that a Notary can bear for the issuance of the Deed of Sale and Purchase Binding Agreement which is detrimental to third parties is civil liability by compensating for losses suffered by third parties by the provisions of Article 1365 of the Civil Code and criminal liability, namely serving a criminal sentence following the criminal provisions in Article 263 paragraph (1) and (2) or 264 or 266 of the Indonesian Criminal Code and ethically responsible according to Article 85 by receiving administrative sanctions.*

**Keywords:** *Responsibility, Notary, Civil Sanctions, Criminal Sanctions.*

### **Introduction**

Based on Article 1 Paragraph 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (hereinafter referred to as UUJN) states that "Notary is a public official authorized to make authentic deeds and has other authorities as referred to in this law or based on other laws." The position of a Notary was born based on the community's need to guarantee certainty, order and legal protection, which requires authentic written

evidence regarding actions, agreements, determinations and legal events made before or by an authorized official.<sup>1</sup>

In realizing the goal of having a Notary, the UUJN has regulated the Authority of a Notary contained in Article 15 paragraph (1) UUJN, which states the following matters. "The notary has the authority to do authentic deeds regarding all actions, agreements and stipulations that are required by laws and regulations and/or that are desired by interested parties to be stated in authentic deeds, guarantee the certainty of the date of doing the deed, save the deed, provide Grosse, copies and quotations deed. All of this as long as the making of the deed is not also assigned or excluded to other officials or other people determined by law. So that from this authority the Notary has the duty to provide legal services to the public who need to provide authentic evidence of ownership of an item, or proof of the agreement of the parties to an event and legal action that has been carried out. In addition, a Notary, in doing a deed, must pay attention to some of his obligations as stated in Article 16 paragraph (1) letter a UUJN, namely "act honestly, thoroughly, independently, impartially, and safeguard the interests of the parties involved in legal actions." Therefore, with the article's description, a Notary must be careful in making the authentic deed.<sup>2</sup>

An authentic deed of a notary must be based on the parties' request. In addition, in making an authentic deed, the Notary must pay attention to the principles of prudence and accuracy. So a notary must check and review in advance with regard to evidence, information or statements of the parties stated, explained or shown to the notary.<sup>3</sup>

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<sup>1</sup> Laurensius Arliman S, "Pemanggilan Notaris Dalam Rangka Penegakan Hukum Paska Perubahan Undang-Undang Jabatan Notaris," *Justitia et Pax* 32, no. 1 (October 25, 2016): 32-47, <https://doi.org/10.24002/jep.v32i1.758>.

<sup>2</sup> Amanda Maylaksita, "Problematik Interpretasi Pengaturan Kepailitan Terhadap Jabatan Notaris Di Indonesia," *Jurnal Lex Renaissance* 4, no. 1 (January 1, 2019): 71-90, <https://doi.org/10.20885/JLR.vol4.iss1.art7>.

<sup>3</sup> Yofi Permana Rahman, "Pengaturan Penyerahan Protokol Notaris Yang Telah Meninggal Dunia Dan Prakteknya Di Provinsi Sumatera Barat," *JCH (Jurnal Cendekia Hukum)* 5, no. 1 (September 30, 2019): 1, <https://doi.org/10.33760/jch.v5i1.120>.

If in the process of making the authentic deed there is a legal dispute between the parties, a notary by UUJN is given the authority to provide legal advice which in this case acts as a legal consultant to realize an agreement between the parties. Any advice given by a Notary because of his position is poured into the deed because it is a legal event prior to the agreement. In addition, inclusion in the deed makes the advice as a wish and/or statement from the parties. Not as a statement or statement from a notary. Therefore, in carrying out their duties a Notary must be active to guarantee legal certainty for the parties.<sup>4</sup>

Related to the profession of office, it is not uncommon to find that the parties dispute an authentic deed made by a Notary. Both parties deal directly with the notary or with third parties who have an interest in an object listed or regulated in the deed. This problem occurs because a Notary, in carrying out his duties, is passive, so there is a discrepancy between the facts and the contents of the deed made. One example is a Notary in making a Sale and Purchase Agreement Binding Deed (APPJB) should ensure the history of the related land object so that it can guarantee the rights of the parties and fulfil the legal terms of the agreement as stated in Article 1320 of the Civil Code.

The notary's actions in making the deed will be held accountable if there is an error that causes a loss. This responsibility has been regulated in Article 65 UUJN, which states, "Notaries, Substitute Notaries, Special Substitute Notaries, and temporary Notary officials are responsible for every deed they make even though the Notary protocol has been submitted or transferred to the Notary Protocol depository." For this reason, the Notary before making the deed must see the evidence and witness statements so that all parties who have rights in making the APPJB do not feel disadvantaged. Land sales and purchases are often not carried out directly by making a sale and purchase deed (hereinafter referred to as AJB)., but a preliminary agreement is made in order to bind the subject of sale and purchase to

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<sup>4</sup> Rahman, 7.

fulfill certain rights and obligations first. This legal action is generally called a binding sale and purchase agreement.

Subekti gives the meaning of PPJB, namely: The agreement between the seller and the buyer before the sale and purchase is carried out because there are elements that must be fulfilled for the sale and purchase, including a certificate of land rights that does not yet exist. After all, it is still in process or has not yet been settled or the taxes imposed on the sale and purchase of land rights cannot be paid either by the seller or the buyer.<sup>5</sup>

An agreement or contract is a legal action that occurs when a person agrees or enters into an agreement with another person to do something. Yahya Harahap in his book explains the definition of an agreement which states that "a legal relationship of wealth or property between two or more people that gives strength to one party's rights to obtain achievements while at the same time obliges the other party to fulfill achievements. Book III of the Civil Code is a regulation that regulates agreements. Article 1338 paragraph (1) explains that the agreement adheres to an open system where everyone has freedom in contracting.

The emergence of the principle of freedom of contract which is defined in Article 1338 Paragraph (1) of the Civil Code which means "All agreements made legally apply as laws for those who make them." Agreements without a name (innominate) are regulated in Article 1319 of the Civil Code which reads "all agreements, both those with a special name and those that are not known by a certain name, are subject to the general regulations contained in this chapter and other chapters." One example of an anonymous agreement is PPJB. Even though the PPJB regulations are not officially regulated, PPJB is often found and used in notary practice in order to carry out their duties. PPJB is made as a preliminary agreement

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<sup>5</sup> Tia Sanitra Gumilang, "Pertanggungjawaban Notaris Dan Akibat Hukum Pengesahan Pendirian Perseroan Terbatas Melalui Sistem Administrasi Badan Hukum," *Jurnal Lex Renaissance* 4, no. 1 (January 1, 2019): 65-73, <https://doi.org/10.20885/JLR.vol4.iss1.art8>.

in the form of free.<sup>6</sup> PPJB related to the transfer of rights to land was born because there were obstacles or clear and cash requirements whose arrangements were contained in the law relating to land buying and selling transactions.

Lots of notaries choose to use PPJB in serving the public who will enter into a land sale and purchase agreement, this is done to make someone have proof of legal initial ownership, so that the buyer feels his actions are safe. even though the PPJB was made by a notary precisely because there were conditions for making a Sale and Purchase Deed (AJB) that had not been fulfilled. As was done by Notary & Land Deed Making Officer (PPAT) Triwinarno, having its address at Jalan Raya Wonocolo No 68, Taman-Sidoarjo where the notary made a PIJB between Wiwik Nuryati as a buyer and an heir of 5 (five) siblings, namely Soewignyo Wijoyo, Ahsanal Qashashiyah, Arif Rahman Baihaqi, Ahsanul Fauziyah, Siti Sulistiyah whose land has not yet been Certified Property Rights so that to carry out the Deed of Sale requires documents and the approval of the Heirs.

At first, one of the heirs (Soewignyo Wijoyo) who received the land share sold his share of the land to Mohd Syaiful Nurali, due to the Buyer's limited knowledge and foresight, the Buyer ordered his daughter Wiwik Nuryati to take care of the Sale and Purchase Deed until it became a Certificate of Ownership (SHM)., but instead of becoming a SHM on behalf of the buyer/father, it turns out that initially the Sale and Purchase Deed instead became a Sale and Purchase Agreement which did not involve the father as the buyer but himself. so that the documents and clauses of the PPJB are manipulated as if the Parties, namely the Heirs, are present directly in front of the Notary and signed perfectly. Even though none of the selling parties/heirs mentioned in the PPJB were present when signing all the documents referred to in the PPJB. The absence of the Parties referred to in the PPJB is very detrimental to Mohd Syaiful Nurali as a Third Party who is not directly involved in the PPJB,

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<sup>6</sup> Dimas Almansyah and Mohamad Fajri Mekka Putra, "Tanggungjawab Notaris Dalam Pembuatan Akta Para Pihak Di Bawah Tekanan Dan Paksaan," *JURNAL USM LAW REVIEW* 5, no. 2 (November 27, 2022): 115-27, <https://doi.org/10.26623/julr.v5i2.5728>.

because if the Notary presents the parties directly, there will be verification between who is the Buyer and who is the seller. when the Buyer (Mohd Syaiful Nurali) in the PPJB is not a party to the PPJB, then the Deed of Sale and Purchase Agreement should be canceled.

Not only in this case, but many Notaries are required to account for the deeds that have been issued, as an example in Decision Number 126/PDT/2018/PTYYK where in the case where the Plaintiff stated that the issuance of the Notary Deed was not based on the will of the Plaintiff but due to compulsion. So that in their decision the panel of judges stated that they accepted all appeals with legal considerations that the Notary did not pay attention to the concept of freedom of contract and the principles of caution and thoroughness. In addition, in decision Number 72/PDT/2018/PTYYK in the case of the Appellant stated that the Appellant had been harmed because he was not involved in making the notarial deed, even though the Appellant had rights due to his position as the heir of the object agreed upon in the deed. So the judge decided that he accepted the appeal from the appellant with the legal consideration that a Notary did not pay attention to the existing legal facts.

The notarial deed, which is expected to become a legal umbrella in the sale and purchase of land, is the beginning of a problem/case that will take place between 3 parties, namely, the seller, the buyer and the notary, which will result in civil and criminal matters. Of course, the notary's actions were very detrimental to many parties, not only the buyer but also the seller, and this action violated Article 1365 of the Civil Code regarding unlawful acts,<sup>7</sup> which resulted in legal uncertainty or confusion in the law.

As for the things that can result in the PPJB deed being made before buying and selling, namely: a. "Land payments cannot be made in full; b. Incomplete land letters or documents; c. The object or plot of land cannot yet be controlled by the

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<sup>7</sup> Agustin Rifiana, Yetniwati Yetniwati, and Diana Amir, "Kewajiban Notaris Dalam Pembuatan Akta Guna Mewujudkan Notaris Yang Berintegritas Di Era Globalisasi," *Wajah Hukum* 6, no. 2 (October 14, 2022): 193, <https://doi.org/10.33087/wjh.v6i2.812>.

parties, the seller or the buyer, in this case the original owner or the new owner; d. The parties are still considering the size of the object of sale and purchase." The existence of the PPJB is to confirm and provide a statement that there has been a sale and purchase between the parties mentioned therein. However, it is not uncommon for a notary to make a PPJB to investigate further the evidence or witness statements, and even a notary dares to make the PPJB without the presence of interested parties.

Due to the action of the notary, it is possible that in the future there will be a dispute due to objections from one of the parties, especially a third party, although in principle it is in accordance with the principle of *Pacta Sunt Servanda* that "Every agreement made legally applies as a law for those who make it".<sup>8</sup>

However, third parties have rights to objects regulated in the PPJB even though they are not involved in its formation as long as they have legal ties to the object being agreed upon. So that when a material loss occurs to a third party originating from the issuance of the PPJB, does the notary have the responsibility to compensate for the loss or vice versa. So that based on some of these descriptions, the researcher in this case wishes to examine more about the Notary's Responsibility for Third Party Losses Due to the Issuance of the Deed of Binding Sale and Purchase Agreement (APPJB) of Land.

## Methods

This research will use normative legal research. Normative legal research is legal research conducted by examining literature or secondary data as the basis for research by performing a search of regulations and literature related to the problem under study.<sup>9</sup>

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<sup>8</sup> Habib Adjie, "Konsep Notaris Mayantara Menghadapi Tantangan Persaingan Global," *Jurnal Hukum Respublica* 16, no. 2 (June 13, 2018): 201–18, <https://doi.org/10.31849/respublica.v16i2.1436>.

<sup>9</sup> Peter Mahmud Marzuki, *Penelitian Hukum* (Jakarta: Kencana Prenada Media, 2019).

## Discussion

### **Third Party Legal Remedies for Losses Due to the Issuance of Deed of Binding Sale and Purchase of Land by a Notary.**

Errors in carrying out the notary profession can be caused by a lack of knowledge (onvoldoende kennis), lack of experience (onvoldoende ervaring), or lack of understanding (onvoldoende inzicht). Likewise with notary errors in carrying out their duties and authorities, sometimes caused by a notary's lack of knowledge about issues requested by clients, both from legal and other aspects. As for mistakes made by a notary in carrying out his duties and authorities, it can result in a deed made by or before him, becoming null and void (van rechtswege nietig), can be canceled (vernietigbaar), or only has the power of proof as a deed under the hand (underhands act), and can cause the notary to be obliged to bear compensation for this matter. Parties who are harmed as a result of such violations or mistakes, can submit claims or claims for compensation, costs and interest to the notary concerned through the court.<sup>10</sup>

Legal remedies for violations or mistakes made by a notary that can harm other parties can be carried out according to the type of violation/error allegedly committed by the notary. In taking legal action, the third party must first prepare all the evidence needed, especially documentary evidence stating that the third party has rights to the object in the PPJB right. after that, the third party can take several legal efforts.<sup>11</sup>

First, reporting to the Regional Supervisory Council. In the event that a notary is suspected of violating the notary's code of ethics or a violation of the implementation of the notary's position as stipulated in UUJN, the legal remedy that

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<sup>10</sup> Andara Skyla Sakinah and Siti Hajati Hoesin, "Implementasi Tugas Dan Kewenangan Notaris Dalam Pelaksanaan Transaksi Jual Beli Tanah (Studi Kasus Sengketa Tanah Di Wilayah Jakarta Barat)," *PALAR / PAKUAN LAW REVIEW* 8, no. 1 (June 30, 2022): 617-38, <https://doi.org/10.33751/palar.v8i1.5628>.

<sup>11</sup> Haposan Siallagan, "Penerapan Prinsip Negara Hukum Di Indonesia," *Sosiohumaniora* 18, no. 2 (2016): 131-37, <https://doi.org/10.24198/sosiohumaniora.v18i2.9947>.



can be taken is to report the matter to the Regional Supervisory Council for examination and a hearing.

Second, sued civil. In the event that a notary is suspected of violating civil provisions, that is, if the action in question is considered detrimental, then the notary can be sued in the District Court based on Article 1365 of the Civil Code concerning unlawful acts (*onrechtmatige daad*) by issuing APPJB, because the reason for the agreement issued is that the third party suffers a loss, on this matter the Notary has violated the legal principles of the agreement as the Civil Code.

Contract law is a law formed as a result of a party binding itself to another party. Or it can also be said that contract law is a law that is formed as a result of someone promising to another person to do something. In this case, both parties have agreed to enter into an agreement without coercion or decisions that are only one party.<sup>12</sup>

This agreement is a legal event where one person promises another person or two people promise each other to do or not to do something. "According to Fuady, many definitions of contracts have been given, and each depends on which parts of the contract are considered very important. These parts are highlighted in the definition."

For a valid agreement to occur, four conditions must be met, namely 1). the agreement of those who bind themselves, 2). ability to engage, 3). a certain subject matter, 4). an undisclosed reason:<sup>13</sup>

1. Agreement of the Parties

The first condition for an agreement to be declared valid is the agreement of the parties. This means that there must be an agreement or agreement of the parties agreeing. There must be no coercion or pressure, but the agreement

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<sup>12</sup> Kurniawan Kurniawan, "Permasalahan Dan Kendala Penyelesaian Sengketa Konsumen Melalui Badan Penyelesaian Sengketa Konsumen (BPSK)," *Jurnal Dinamika Hukum* 12, no. 1-17 (January 15, 2012), <https://doi.org/10.20884/1.jdh.2012.12.1.113>.

<sup>13</sup> Indah Sari, "Keunggulan Arbitrase Sebagai Forum Penyelesaian Sengketa Di Luar Pengadilan," *JURNAL ILMIAH HUKUM DIRGANTARA* 9, no. 2 (June 3, 2014): 87-102, <https://doi.org/10.35968/jh.v9i2.354>.

must be based on one's own will. This has also been reaffirmed in Article 1321 of the Civil Code: No agreement has any force if it is given due to an oversight or is obtained by coercion or fraud.

## 2. The Competence of the Parties

Regarding whether a person is competent or not, it is necessary to know who according to the law is incompetent or has no legal standing to make agreements, as stated in Article 1330 of the Civil Code. Those who are unable to make agreements are children who are not yet adults, people who are placed under guardianship, married women in matters determined by law and in general all persons prohibited by law from making certain agreements. However, in its development, the wife can carry out legal actions as regulated in SEMA Number 3 of 1963 juncto Article 31 of the Marriage Law.

## 3. A Certain Thing

What is meant by a certain thing in the terms of the agreement so that it is declared valid is the object of the agreement, namely an achievement, for example giving something, doing something, or not doing something as stated in Article 1234 of the Civil Code. In short, performance is what is the obligation of the debtor and what is the right of the creditor in an agreement.

## 4. Halal reasons

The Civil Code does not explain further about lawful causes. What is regulated is a prohibited cause if it is prohibited by law, contrary to decency or public order. That is what is stated in Article 1337 of the Civil Code.

The first and second conditions are called subjective conditions because they involve the parties entering into an agreement. Meanwhile the third and fourth conditions are called objective conditions because they involve the object of the agreement.<sup>14</sup>

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<sup>14</sup> Rika Lestari, "Perbandingan Hukum Penyelesaian Sengketa Secara Mediasi Di Pengadilan Dan Di Luar Pengadilan Di Indonesia," *Jurnal Ilmu Hukum* 4, no. 2 (January 16, 2013): 217, <https://doi.org/10.30652/jih.v3i2.1819>.

If an agreement does not meet the subjective requirements (agreement and/or competence), the agreement can be canceled as a result. Meanwhile, if an agreement does not meet the objective requirements (a certain matter and/or lawful cause), the result is that the agreement is null and void.

The next is the agreement can be canceled or voidable, meaning that either party can request cancellation. The agreement itself remains binding on both parties, as long as it is not canceled (by the judge) at the request of the party entitled to request cancellation earlier (the party who is incompetent or the party who does not agree freely of his own free will). So in short, the agreement is not necessarily null and void, but must be requested for cancellation to the court. An agreement that can be canceled is a legal result of non-fulfillment of subjective conditions (agreement and/or competence) as a legal condition of the agreement. Whereas an agreement null and void is a legal consequence of non-fulfillment of objective conditions (a certain matter and/or lawful cause) as a legal condition of the agreement.

The legal terms of the agreement can be used as a reference by third parties to argue for the legitimacy and violations of rights committed by the Notary in the making of the APPJB. The making of the agreement must be based on the agreement of the parties involved in the formulation of the APPJB. The seller's disagreement was due to differences in the buyer's data which did not match the legal facts that should have been named (Mohd Syaiful Nurali) who is currently a third party in the position of APPJB replaced with his son's name without the knowledge of the third party. Due to the disagreement of the seller, the APPJB that has been made by the Notary should be null and void, because it does not fulfill the subjective requirements of the legal requirements for making an agreement.

The illegitimacy of the APPJB caused several losses for all parties involved in it. First, the party (Mohd Syaiful Nurali) who should have been the buying party in the APPJB, in fact was not a party to it or said to be a third party, so the losses experienced were material and immaterial losses. The two losses were the seller

who stated that he did not agree with the making of the APPJB, so that by profiting from the names of the sellers without their knowledge it caused material losses in the form of land transactions without a legal basis. Therefore, based on existing legal facts, the third party in the APPJB can take civil legal action.

The stages of civil legal action according to civil procedural law that can be taken are as follows: Summons from 3rd parties or parties who are disadvantaged as a result of the issuance of the PPJB to the Notary and the parties involved in the PPJB, Filed a lawsuit for unlawful acts (PMH) against the District Court of the Defendant Stay, and The trial process until the decision, if you do not agree with the judge's decision, you can submit an Appeal, Cassation, and Judicial Review.<sup>15</sup>

The next is criminally reported Apart from reporting to the Regional Supervisory Board and suing civilly, the aggrieved party can report criminally. When can a notary be punished? When a notary is suspected of violating criminal law, it can be reported to the police. Although this is not specifically regulated in the UUJN and its amendments, the imposition of criminal sanctions is carried out based on the provisions stipulated in laws and regulations which contain criminal sanctions such as the Criminal Code.

For example, Supreme Court Decision Number 293 K/Pid/2011. In this case, the notary continued the sale and purchase, even though the victim had written to the notary which basically stated not to proceed with making the deed of sale and purchase of land and building objects which belonged to him. For this matter, the notary/PPAT was sentenced to a criminal sentence, because the Panel of Judges was considered proven to have helped commit embezzlement in violation of Article 372 juncto Article 56 of the Criminal Code. Regardless of the various legal remedies that can be taken against a notary who is allegedly deemed to be detrimental, both from an ethical, civil and/or criminal point of view, In our opinion, the first and foremost

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<sup>15</sup> Devi Eriyanti and Fully Handayani Ridwan, "Peranan Notaris Dalam Kepastian Hukum Akta Kuasa Menjual Terhadap Objek Jual Beli Yang Pailitkan," *JURNAL USM LAW REVIEW* 5, no. 1 (May 5, 2022): 253, <https://doi.org/10.26623/julr.v5i1.4873>.

legal remedy that must be taken is to negotiate amicably (peace) between the parties deemed to have harmed. This is bearing in mind that using legal remedies from an ethical, civil and/or criminal point of view can certainly take quite a long time and cost, so that when it can be resolved amicably, it will certainly be much faster and better.<sup>16</sup>

In the case of APPJB what happened was done by a Notary in Sidoarjo who had harmed a third party who should have a position as a Buyer (Mohd Syaiful Nurali), but was not listed in the Deed. This happened due to the notary's inaccuracy in making the deed, one of which was by not presenting the parties involved in it. Based on that, the third party who should be the buyer (Mohd Syaiful Nurali) made several legal efforts.

Legal efforts made by third parties through their attorneys in their statements, namely by first tracing the parties listed in the APPJB. Based on this search, it is known that the seller consciously conveyed that during the making of the APPJB he was never present before the notary. This statement contradicts all the provisions contained in the notarial deed which states that the parties are present in person before the notary and have signed it perfectly.

Investigations conducted by third party attorneys are used as a basis for other legal remedies in the form of subpoenas. At the summons stage, a third party through his attorney came to the notary's office to inquire about the deed he had made. The notary said that the deed had been properly drawn up in accordance with the provisions contained in UUJN. Based on the information provided by the notary, the attorney from the third party conveys the results of his investigation to the notary.<sup>17</sup>

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<sup>16</sup> Aulia Gumilang Rosadi, "Tanggung Jawab Notaris Dalam Sengketa Para Pihak Terkait Akta Perjanjian Pengikatan Jual Beli (Ppjb) Yang Dibuatnya," *JCH (Jurnal Cendekia Hukum)* 5, no. 2 (March 30, 2020): 243, <https://doi.org/10.33760/jch.v5i2.228>.

<sup>17</sup> Nur Cahyanti and Sri Endah Wahyuningsih, "Sanksi Terhadap Notaris Yang Melakukan Tindak Pidana Menurut Peraturan Perundang-Undangan Di Indonesia," *Jurnal Akta* 5, no. 1 (March 22, 2018): 288, <https://doi.org/10.30659/akta.v5i1.2617>.

In his subpoena, the third party through his attorney requested that the notary revoke the APPJB he had issued and issue a new deed that was in accordance with the actual legal facts. In addition, the third party also requested compensation for losses incurred by the issuance of the APPJB.

Submitting a subpoena is a form of good faith of the aggrieved Party, with the hope that the case can be resolved amicably with a solution that is mutually beneficial to the Parties. However, if the effort in good faith is not heeded, then the aggrieved party can report the unlawful act of the Notary to the authorities who at the same time make criminal remedies by suing the Notary for unlawful acts by asking for compensation.

Criminal, civil and ethical legal efforts provide solutions to legal problems regarding the issuance of the APPJB for all parties, especially third parties. First, civil legal remedies provide benefits for third parties so that the APPJB can be canceled by a Notary or through a District Court in accordance with relative competence, besides that third parties can also be given compensation both material and immaterial in accordance with the losses suffered by Article 1365 of the Civil Code. Second, legal remedies criminally provide benefits to third parties for unlawful acts committed by Notaries by falsifying the identities of the parties or manipulating the contents of the APPJB. Third, legal remedies ethically provide benefits to third parties for accountability that must be carried out by a Notary with administrative sanctions.<sup>18</sup>

When examining from a legal point of view, third parties should have the right to carry out existing legal remedies, both civil, criminal and ethical. This can be seen from the legal relationship between third parties in buying and selling transactions. Referring to Article 1365 of the Civil Code that anyone who is harmed

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<sup>18</sup> Teresia Din, "Pertanggungjawaban Notaris Terhadap Akta Otentik Terindikasi Tindak Pidana," *Jurnal Penelitian Hukum De Jure* 19, no. 2 (June 26, 2019): 171, <https://doi.org/10.30641/dejure.2019.V19.171-183>.

either directly or indirectly can ask for accountability through a lawsuit against the court.

The lawsuit was made to provide an authentic proof that the APPJB had made a mistake. On that basis, from a legal point of view, the third party's legal standing is appropriate. Apart from that, in this case there was also fraud by the notary by making the APPJB without the presence of the seller. These legal facts have indirectly made the APPJB null and void due to the non-fulfillment of the subjective element in the legal terms of the agreement as referred to in Article 1320 of the Civil Code, namely the agreement of the parties.<sup>19</sup>

In the perspective of civil law, third parties can take legal action by carrying out lawsuits against the law and there is no justification for the judge to decide that the notary did not commit the act, because it was clearly stated that the seller was not present in the formulation of the APPJ, so that the deed must be declared null and void according to the legal point of view of the agreement.

### **Liability of Notaries for Losses Arise as a result of Issuance of Deed of Land Sale and Purchase Agreement**

The birth of a notary's responsibilities arises from the authority and obligations he has in carrying out his profession. A Notary in carrying out his profession is charged with responsibility for all truths, both in formal and material correctness of a deed he makes. So that if a Notary is proven to have made a mistake in making his deed both formally and materially, intentionally or unintentionally and can be proven in court which causes harm to the parties included in the deed or a third party, then he can be held accountable. In other words, all authentic deeds made and legalized before a notary do not always have binding legal force. This binding legal force can be revoked if it can be proven that there was an error in the

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<sup>19</sup> Muyassar Muyassar, Dahlan Ali, and Suhaimi Suhaimi, "Pertanggungjawaban Hukum Notaris Terhadap Pengingkaran Akta Jual Beli Tanah Bersertipikat Oleh Pihak Yang Dirugikan," *Syiah Kuala Law Journal* 3, no. 1 (April 29, 2019): 147–66, <https://doi.org/10.24815/sklj.v3i1.12446>.

making and caused harm to the parties by testing and examining it before the court. The authentic deed does not have binding legal force if the examination and examination before the court states that if it is legally proven that the deed has made an error in its making both materially and formally (canceled in a court decision).

In terms of accountability for the deeds he made while in office, the Notary remains responsible for all the deeds until the Notary retires. Accountability deed is divided into four, namely:<sup>20</sup>

1. Civil Notary Responsibilities

All regulations stipulated in the UUJN only provide sanctions for violations by notaries of a formal nature, for example the rules for issuing deed and others. However, the Notary also has responsibility for the material in the deed he publishes. On the notary's authority in providing legal advice to appearers (Article 15 paragraph (2) letter e UUJN). If the Notary makes a mistake in providing legal counseling to the parties having a relationship with the deed he published, the Notary has responsibility from a civil perspective in the material truth in the deed he issued. Apart from that, in Article 15 paragraph (2) letter a UUJN), namely legalizing the signature and determining the certainty of the date of the private letter by registering it in a special book. This provision requires that the Notary in making the Land Appliance Agreement must really ensure the source of the land, whether the parties involved in it have signed properly and are aware of the land sale and purchase agreement in hand before the existence of Land Appliance or vice versa. This is also emphasized in Article 15 paragraph (2) letter f, namely that a Notary has the authority to make deeds related to land. This authority cannot be separated from making but also matching supporting evidence before making.

The notary has the authority to make authentic deeds as stipulated in Article 15 of the Law on the Office of a Notary. Notary deed as an authentic

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<sup>20</sup> Muyassar, Ali, and Suhaimi, 150.



deed has a form that has been determined in the Law on Notary Position which distinguishes it from underhanded deed. The form of the Deed drawn up by or before a Notary as specified in Article 38 of the Law on the Office of a Notary. In making an authentic deed, comparison is an important part of the deed. Comparison is part of the body of the deed which contains information regarding the identity of the parties which shows that the parties concerned have the skills (*rechtsbekwaanheid*) and authority (*rechtshandelingen*) and the position of the parties to act. Comparison has an identification function and aims to prevent the parties against each other from the occurrence of "person error" or error in persona. The writing of comparisons must comply with the procedures stipulated in the law, where to make comparisons requires good understanding, prudence, thoroughness and accuracy in the process of making them, because comparisons determine whether a deed is valid or not.<sup>21</sup>

The notary in making the deed must not make mistakes because the notary has the task of only checking what is given to him, what he sees and experiences, and records it in a deed. This is true, but it cannot be applied in every world of notary practice. It is still possible for a notary to make an error, but the mistakes he makes are very limited. These mistakes include errors in writing or typing. In writing a comparative deed, one of the problems faced by a notary is the occurrence of errors in writing a comparison which can have legal consequences for the deed he made. This is because the notary is not careful with the documents and evidence provided by the parties in making the deed or not carefully and precisely applying the terms and conditions that apply in making a deed. Writing a comparison on a deed that is not in accordance with the terms and conditions regulated by law is included in the category of violation, namely a violation of the terms and conditions imposed by law and will also bring sanctions against the notary who made the deed.

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<sup>21</sup> Kartini Muljadi and Gunawan Widjaja, *Perikatan Yang Lahir Dari Perjanjian* (Jakarta: Rajawali Pers, 2007), 47-48.

Errors in writing comparative deed because it does not meet the conditions specified in the UUJN where in bringing influence to the strength of the deed made by or before the memorandum ris, where the deed is imperfect, so it cannot be used as strong evidence in the event of a dispute.<sup>22</sup>

The deed made by a Notary has a function as evidence regarding the existence of an agreement, in which the agreement includes legal agreements, legal objects, legal actions, and legal relations of the parties. An agreement according to R. Subekti is an event where a person promises to another person or where two people promise each other to do something.

APPJB is carried out because the parties cannot directly buy and sell because there are several administrative arrangements that cannot be carried out. APPJB is paid off if the sale and purchase price has been paid in full by the buyer to the seller but has not been able to carry out the deed of sale and purchase (AJB) due to unpaid sales and purchase taxes or certificates that are still being processed. The agreement of the parties in carrying out legal actions, namely the sale and purchase agreement can be in the form of an authentic deed containing the agreement of the parties.<sup>23</sup>

Notary deed as an authentic deed has perfect evidentiary power, so that in making an authentic deed the Notary must make the deed carefully and accurately without any defects in it as stipulated in Article 16 paragraph (1) letter a of the law on notary office. Notaries are required to be thorough in making deed, where careful what the author means here means careful, thorough and careful in carrying out their position. In making deed, besides being required to be thorough, must introduce the appearer who wants to make a deed before him. The introduction of appearers is regulated in Article 39 paragraph (2) of the law on notary office which states that: "Appearers

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<sup>22</sup> Herlien Budiono, *Kumpulan Tulisan Hukum Perdata*, 13th ed. (Bandung: Citra Aditia Bakti, 2015), 76.

<sup>23</sup> Muljadi and Widjaja, *Perikatan Yang Lahir Dari Perjanjian*, 33.

must be known by the Notary or introduced to him by 2 (two) identifying witnesses who are at least 18 (eighteen) years old or married and capable of carrying out legal actions or introduced by 2 (two) other appearers". The identification of the appearer must be carried out by a Notary to ensure the correctness of the identity shown to the Notary and the Notary knows that the appearer is a person who is capable and authorized to carry out a legal act, namely making the APPJB paid off.

In carrying out his position, a Notary can adopt the general principles of good governance (AUPB) which can be used as a guide in carrying out his duties and position as the principle of carrying out good office duties, where one of the principles is the principle of accuracy. The notary in taking an action must prepare and be guided by the applicable legal regulations, examine all the evidence shown to the notary and listen to the statements or statements of the parties which must be carried out as the basic material to be included in the deed.<sup>24</sup>

This principle of accuracy is the application of Article 16 paragraph (1) letter a UUJN, where in carrying out their duties and positions, a Notary must act carefully. When connected with the obligations of a Notary, the Notary is obliged to carry out checks to safeguard the interests of the parties in carrying out legal actions and also the Notary is obliged to check all parts of the deed he made starting from the beginning of the deed or the head of the deed, the body of the deed, to the end of the deed or the closing of the deed . The notary in carrying out his duties and positions as a public official authorized to make authentic deeds can be burdened with responsibility for the actions he has committed. The notary is responsible for negligence and errors in the contents of the deed made before him. A Notary can be held responsible if it can be proven that he violated the applicable legal provisions. According to

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<sup>24</sup> Habib Adjie, *Sanksi Perdata Dan Administratif Terhadap Notaris Sebagai Pejabat Publik* (Bandung: Refika Aditama, 2017), 136.

Abdulkadir Muhammad, Responsibility as a result of unlawful acts committed due to negligence, is based on the concept of error related to morals and law which has been mixed up. Thus, a Notary who in carrying out his position does not pay attention to Article 16 paragraph (1) letter a of the Notary Office law can be held responsible for a legal act, namely making the APPJB paid off, because the Notary was proven to have violated or made a mistake in making the deed by not including Mrs. C as the legal heir in the paid off APPJB comparison made before him and the Notary did not check in making the APPJB paid off which was made before him to the detriment of the parties, especially the buyer who had paid in full the price of the land and building with the title certificate.

Abdulkadir Muhammad said that the forms of notary responsibility can be given the following meanings:<sup>25</sup>

- a) The notary is required to make the deed properly and correctly, meaning that the deed made fulfills the will of the law and the request of interested parties because of their position.
- b) The notary is required to produce a quality deed, meaning that the deed he makes is in accordance with the rule of law and the wishes of interested parties, in the real sense, not making it up. The notary must explain to interested parties the truth of the contents and procedures of the deed he made.
- c) Having a positive impact means that anyone will admit that the notarial deed has perfect proof strength.

The notary's responsibility is not only in the process of making an authentic deed, but until the realization of the authentic deed, but also arises when the authentic deed is formed which causes legal problems, which are

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<sup>25</sup> Abdulkadir Muhammad, *Etika Profesi Hukum* (Bandung: Citra Aditia Bakti, 2006), 48.

caused by the validity of the deed. When an authentic deed is declared invalid by a court, which is caused by the non-fulfillment of the legal requirements for making an authentic deed which is then canceled or declared null and void or degraded into an underhanded deed, causing losses to the parties, the Notary can be held accountable.

In terms of the notary's responsibility, in this case, the form can be in the form of providing compensation to the client concerned, especially if it is proven that the client has suffered a real loss, as a result of an error committed by the notary.<sup>26</sup>

Notaries in carrying out their duties and positions must comply with various provisions stipulated in the Office Act. In this case, accuracy, thoroughness, and accuracy are required not only in administrative techniques for making deeds, but also in the application of various legal rules contained in the relevant deed for appearers as well as the ability to master knowledge in the field of Notary in particular and law in general.

Basically, the legal relationship between the Notary and the appearers who have made the deed before or by the Notary cannot be determined at the beginning of the Notary and the appearers enter into a legal relationship, because at that time there had not been any problems. To determine the legal relationship between the Notary and the appearers it must be linked to the provisions stipulated in Article 1869 of the Civil Code, an authentic deed is degraded to have the power of proof as an underhanded deed with the reasons (1) The Notary is not authorized to make the deed in question; or (2) the notary concerned is unable to draw up the deed; or (3) The Notarial Deed is defective in its form, or because the Notary deed is canceled based on a court decision that has legal force. This can be used as a basis for suing the Notary as

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<sup>26</sup> M. Edwin Azhari and Djauhari Djauhari, "Tanggung Jawab Notaris Dalam Pembuatan Akta Perjanjian Nominee Dalam Kaitannya Dengan Kepemilikan Tanah Oleh Warga Negara Asing Di Lombok," *Jurnal Akta* 5, no. 1 (March 5, 2018): 43, <https://doi.org/10.30659/akta.v5i1.2530>.

an unlawful act or in other words the relationship between the Notary and the appearers can be qualified as an unlawful act. Claims can be made against a Notary in the form of reimbursement of costs, compensation and interest as a result of a Notary's deed having the power of proof as a private deed or null and void, based on :<sup>27</sup>

- a. The unique legal relationship between the Notary and the appearers is in the form of an unlawful act.
- b. Carelessness, inaccuracy and imprecision in:
  - 1) Administrative techniques for making deeds based on the Notary Office Act.
  - 2) Application of various legal rules contained in the relevant deed for appearers, which are not based on the ability to master knowledge in the field of Notary in particular and law in general.

If a deed is declared null and void, then the deed is deemed to have never existed or was never made. If a party feels disadvantaged as a direct result of a notarial deed, the injured party can sue the notary civilly.

The notary's liability in the field of civil law arises because the notary has neglected the legal obligations that should have been carried out or has committed an unlawful act as stipulated in Article 1365 of the Civil Code, thus causing a loss to the client, in this case the buyer because the APPJB made before him had legal defects caused by an error from the Notary and the APPJB was declared inauthentic, invalid, or became null and void or degraded into an underhanded deed, then the Notary concerned must be held liable for mistakes caused due to his carelessness. An act can be categorized as an unlawful act if it fulfills the following elements:

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<sup>27</sup> Adjie, *Sanksi Perdata Dan Administratif Terhadap Notaris Sebagai Pejabat Publik*, 85.

- a. The existence of an unlawful act. A person's responsibility for an unlawful act is not only for an act that is intentionally done, but also as a result of negligence or lack of caution, causing harm to other people.
- b. There was a mistake. An error is something that is disgraceful related to behavior and the result is causing a loss. If someone commits an unlawful act, either intentionally or carelessly and causes a loss, then that person is obliged to compensate for the loss.
- c. There are losses, and losses caused by unlawful acts can be in the form of material losses which include real losses suffered or benefits expected by a person and/or immaterial losses which include losses in the form of reducing the comfort of one's life.
- d. There is a reciprocal legal relationship between the elements of an unlawful act, an error and a loss.

The element of a reciprocal relationship between mistakes and losses, in order to be able to claim compensation against a person who is accused of committing an unlawful act, in addition to the element of error, requires a causal legal relationship or a causal relationship between the unlawful act, the error and the existing loss, so that the perpetrator can be held liable to compensate for the loss.<sup>28</sup>

For this reason, according to the provisions of civil law according to the Civil Code, a third party (Mohd Syaiful Nurali) can ask the notary to be held accountable because the issuance of the APPJB has caused losses for him. In line with the provisions in Article 1365 of the Civil Code, every person who is harmed by an unlawful act can claim responsibility for compensation. Moreover, in the view of civil law, the third party should have an important role as a buyer in the APPJB but was not included in it by the notary concerned.

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<sup>28</sup> Ni Kadek Sofia Septiarianti, I Nyoman Sumardika, and Ni Gusti Ketut Sri Astiti, "Pertanggungjawaban Notaris Dalam Pembuatan Akta Pengikatan Jual Beli," *Jurnal Interpretasi Hukum* 1, no. 1 (August 20, 2020): 143–47, <https://doi.org/10.22225/juinhum.1.1.2201.143-147>.

.The third party has fulfilled all the elements of the agreement to enter into a legal engagement with the seller, both the subjective and objective terms of the agreement are different from the parties contained in the APPJB. The parties do not fulfill the subjective element in entering into an agreement because the seller does not agree. Therefore the APPJB is null and void and third parties have the right to hold the notary accountable.

### **Notary Criminal Responsibilities**

Criminal in this case is a criminal act committed by a Notary in his capacity as a public official authorized to make deeds, not in the context of individuals as citizens in general. A criminal act is an act that is not permitted by a legal regulation, the prohibition is followed by a threat, namely a sanction that has a certain criminal form for anyone who commits the violation. A criminal act is said to be an act that is not permitted by law, and if there is a violation related to this prohibition, it will be accompanied by sanctions, in the form of certain crimes. In carrying out his position as a Notary, the crime in question is a crime carried out by a Notary as a public official who has the authority to issue authentic deeds as regulated in the notary office law.<sup>29</sup>

In addition, a Notary will receive criminal threats if there is falsification in the making of the deed, whether forgery of signatures or statements in the clauses such as in making the APPJB a Notary includes a clause if all parties have properly attended and signed perfectly, but in fact there was one party who was not present and did not sign the APPJB, giving rise to indications of falsification such as the ongoing case in Sidoarjo. In addition, the parties in it provide false information to pretend to convince a Notary, that the person is a party that must be in the APPJB, even though the fact is that the party has no interest, only his status as a power of

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<sup>29</sup> Khusnul Khotimah, Arief Rahman, and Shinta Andriyani, "Tanggung Jawab Notaris Akibat Adanya Pemalsuan Data Perjanjian Jual Beli Tanah Di Hadapan Notaris," *Private Law* 3, no. 2 (June 27, 2023): 468-79, <https://doi.org/10.29303/prlw.v3i2.2610>.



attorney in buying and selling land is not the making of the APPJB which is known consciously by the Notary, but continued by the Notary in making it, it is certain that a Notary may be subject to criminal sanctions as is the example of a case related to the authentic notarial deed of Decision Number 90 PK/PID/2009 and the ongoing case in Sidoarjo which has the same indication of being subject to criminal sanctions.

Criminal cases related to the formal aspects of a notarial deed, investigators, public prosecutors and judges will include a notary who has taken legal action:

1. Making fake/forged letters and using fake/forged letters (Article 263 paragraphs (1), (2) of the Criminal Code) which stipulates that: *Whoever makes a fake letter or falsifies a letter that can give rise to a right, agreement or debt relief or which is intended as evidence of something with the intention of using or ordering other people to use the letter as if the contents were true and not forged, shall be punished if said use causes harm, due to forgery of documents, with a maximum imprisonment of six years.*
2. Punished with the same penalty, whoever deliberately uses a fake document or one that has been falsified to pretend to be genuine, if the use of said letter can cause harm.
3. Committing aggravated forgery (Article 264 of the Criminal Code)
4. Ordered to include false statements in an authentic deed (Article 266 of the Criminal Code)
5. Doing, ordering to do, those who participate in doing (Article 55 Jo. Article 263 paragraph (1) and (2) or 264 or 266 of the Criminal Code)
6. Assist in making fake/or falsified letters and use fake/falsified letters (Article 56 paragraphs (1) and (2) jo. Article 263 paragraphs (1) and (2) or 264 or 266 of the Criminal Code)

Criminal liability can be requested by a third party (Mohd Syaiful Nurali) against a notary if the third party has proven its legal standing civilly. This is to ensure that the notary has fulfilled the principles of a criminal offense. This responsibility is because the notary has falsified documents. The offense of

document falsification can be imposed on a notary, if in civil terms it is known that the legal facts are actually a third party who has the right to the land so that his position should be as a buyer. Apart from that, with civil evidence, the notary indirectly proved that he had helped the buyer in the APPJB to falsify several letters, so that it could be said to be an evil conspiracy.<sup>30</sup>

### **Notary Responsibilities based on the Code of Ethics**

As a public official, a notary in carrying out his duties cannot be separated from ethics. The ethics referred to here are the code of ethics for the Notary profession that exists and aims to ensure that notaries truly carry out their duties in a professional, moral and skilled manner in rational argumentation.<sup>31</sup> Notaries as public officials in carrying out their duties must obey and comply with the legal principles contained in the Law on Notary Positions. The importance of a notary to comply with the regulations contained in the Notary Office Act is none other than the heavy burden of responsibility of a notary who is authorized to make authentic deeds which are often used as a 'golden key' in the trial process. The severity of this responsibility requires that a notary must also comply with the code of ethics of the notary profession, especially in matters that are required to be carried out by a notary as stipulated in Article 16 paragraph 1 of Law on the Position of Notary Number 2 of 2014.<sup>32</sup>

In carrying out his position, a Notary must:

- a. act reliably, honestly, thoroughly, independently, impartially, and protect the interests of the parties involved in legal actions;

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<sup>30</sup> Henny Hartati, "Penerapan Sanksi Pidana Bagi Notaris Pelaku Penggelapan Pajak Jual Beli Tanah (Studi Kasus Putusan Nomor: 300/Pid.B/2015/PN.Dps.)," *Al-Qanun: Jurnal Pemikiran Dan Pembaharuan Hukum Islam* 21, no. 1 (May 31, 2018): 1–27, <https://doi.org/10.15642/alqanun.2018.21.1.1-27>.

<sup>31</sup> Betty Ivana Prasetyawati and Paramita Prananingtyas, "Peran Kode Etik Notaris Dalam Membangun Integritas Notaris Di Era 4.0," *Notarius* 15, no. 1 (April 30, 2022): 310–23, <https://doi.org/10.14710/nts.v15i1.46043>.

<sup>32</sup> Latifah Latifah, "Tanggung Jawab Notaris Dalam Pelanggaran Kode Etik Notaris," *Jurnal Officium Notarium* 1, no. 1 (April 1, 2021): 1–16, <https://doi.org/10.20885/JON.vol1.iss1.art15>.

- b. make a Deed in the form of Minutes of Deed and save it as part of the Notary Protocol;
- c. attaching letters and documents as well as the fingerprints of the person appearing on the Minutes of Deed;
- d. issue a grosse deed, a copy of the deed, or a quotation of the deed based on the minutes of the deed;
- e. provide services in accordance with the provisions of this Law, unless there is reason to refuse it;
- f. keep everything about the deed made secret and all information obtained for making the deed in accordance with the oath/pledge of office, unless the law determines otherwise;
- g. bind the Deeds made within 1 (one) month into books containing no more than 50 (fifty) Deeds, and if the number of Deeds cannot be contained in one book, the Deeds can be bound into more than one book, and record the number of Minutes of Deeds , month, and year of manufacture on the cover of each book;
- h. make a list of the Deed of protest against non-payment or non-receipt of securities;
- i. make a list of deeds relating to the will according to the order in which the deed was drawn up every month;

Everything regulated in this Obligation is a source of violation for a notary to be prosecuted and ethically sanctioned by the Notary Honorary Council, hereinafter referred to as DKN. If one looks at all of the obligations regulated in the code of ethics, the scope of the commitments primarily prohibits a notary from being fraudulent and unfair. Even though there are rules prohibiting the behaviour of a notary, as stated in the code of ethics above, there are still many notaries who commit violations, including the Notary, mentioned above.<sup>33</sup>

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<sup>33</sup> Azhari and Djauhari, "Tanggung Jawab Notaris Dalam Pembuatan Akta Perjanjian Nominee Dalam Kaitannya Dengan Kepemilikan Tanah Oleh Warga Negara Asing Di Lombok."

If a notary is declared to have violated the code of ethics, the notary may be given a sanction. There are 5 (five) sanctions in the Notary's Code of Ethics which are arranged hierarchically based on the lowest level of violation to the most serious level of violation which is imposed if a notary violates the code of ethics, namely:<sup>34</sup>

1. Reprimand
2. Warning
3. Temporary suspension of Association membership
4. Honorable termination of Association membership
5. Dishonorable termination of Association membership.

In this case, the notary's responsibility towards third parties in making the land APPJB is a responsibility in Civil, Criminal and Ethics. This was found in a case study in Sidoarjo, which is currently underway. This means that the notary must be responsible for his actions. Because it can be said that his actions are against the law.<sup>35</sup>

## **Conclusion**

The legal remedies that a third party can take if the Deed of Binding Sale and Purchase Agreement issued by a notary causes harm to him/her is to send a subpoena, carry out an unlawful act lawsuit, report an alleged criminal act and submit a complaint to the Regional Supervisory Board. The form of liability that can be charged to a Notary for the issuance of the Deed of Sale and Purchase Agreement which is detrimental to third parties is civil liability by compensating for losses suffered by third parties by the provisions of Article 1365 of the Civil Code, and Criminal responsibility, namely serving a criminal sentence by the criminal provisions in Article 263 paragraph (1) and (2) or 264 or 266 of the Criminal Code,

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<sup>34</sup> FELISA HARYATI, "Pelanggaran Kode Etik Notaris Terkait Persaingan Tidak Sehat Sesama Rekan Notaris Ditinjau Dari Peraturan Kode Etik Ikatan Notaris Indonesia (I.N.I)," *Jurnal Hukum Volkgeist* 3, no. 1 (December 14, 2018): 88–103, <https://doi.org/10.35326/volkgeist.v3i1.93>.

<sup>35</sup> Tri Ulfi Handayani and Anis Mashdurohatun, "Urgensi Dewan Kehormatan Notaris Dalam Penegakan Kode Etik Notaris Di Kabupaten Pati," *Jurnal Akta* 5, no. 1 (March 5, 2018): 51, <https://doi.org/10.30659/akta.v5i1.2531>.

as well as ethical accountability in accordance with Article 85 by receiving administrative sanctions.

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