

Implementation of Notary in Relation to Private Debt Agreements Recorded in Special Register

Dita Rakhma Septiani

*Magister Kenotariatan Universitas Padjajaran
Jl. Hayam Wuruk No.2, Citarum, Kec. Bandung Wetan, Kota Bandung, Jawa Barat
Email : ditarakhmaseptiani@gmail.com*

Submitted : 07/09/2025 Reviewed: 23/02/2026 Accepted: 05/03/2026

Abstract: *This research examines the implementation of the principle of prudence by notaries in the registration of private debt agreements in the special register (waarmerking). In Indonesian notarial law, waarmerking is strictly administrative and, pursuant to Article 1875 of the Civil Code (KUHPdata), does not transform a private deed into an authentic deed. Nevertheless, Article 16 paragraph (1) letter a of the Notary Law (UUJN) explicitly mandates that notaries act honestly, carefully, independently, and impartially in carrying out every professional function. This normative obligation applies not only when drafting authentic deeds, but also when exercising auxiliary administrative authorities such as registration. The study employs a normative juridical method with statutory and doctrinal approaches, drawing on primary and secondary legal sources as well as relevant jurisprudence. The findings demonstrate that failure to apply the principle of prudence in waarmerking generates layered consequences: for the parties, it reduces evidentiary value and creates litigation risks; for the deed, it risks misrepresentation of legal status; and for the notary, it entails civil, administrative, and ethical liability. The conclusion emphasizes that prudential conduct functions as both a normative safeguard and a professional standard, ensuring that administrative acts of registration reinforce, rather than undermine, legal certainty.*

Keywords: *Notary; Principle of Prudence; Private Debt Agreement; Special Register; Legal Consequences.*

DOI: [10.32801/lamlaj.v11i1.241](https://doi.org/10.32801/lamlaj.v11i1.241)

INTRODUCTION

A notary is a profession that plays an important role in maintaining legal certainty. In our country, the notariat has been known

since the Dutch colonized Indonesia, because the notariat was already an institution well-established in their own homeland.¹ The role of a notary in the Indonesian legal system is

¹ Freddy Haris dan Leny Helena, *Notaris Indonesia*, (Jakarta: Lintas Cetak Publishig, 2017), 36.

broadly compared to that of a Notary Public in countries adhering to the Anglo-Saxon legal system. In the Anglo-Saxon system, a Notary Public merely acts as a legalizer of the signatures of parties entering into an agreement, while the agreement itself is drafted by a lawyer. Therefore, a Notary Public does not need to possess in-depth knowledge of the law. In contrast, in Indonesia, notaries are equipped with profound legal knowledge, because they are not only obliged to legalize signatures, but also to draft the wording and provide advice where necessary before an official deed is made. Hence, in our country, notaries can make significant contributions to the development of the notariat and national law.² Within the national legal system, notaries hold an important role as public officials vested with authority by the state to assist the public in the preparation of authentic deeds, which carry perfect evidentiary value.

Debt agreements constitute one of the most common forms of contractual relationships in modern society. Such legal relations arise from the need of one party for immediate financial resources and the willingness of another party to provide such funds under certain agreed conditions. In Indonesian civil law, debt agreements are categorized as loan agreements as regulated in Article 1754 of the Indonesian Civil Code (KUHPerdata), which states that a loan agreement is a contract whereby one party delivers to another a consumable good, with the obligation that the recipient shall return the same quantity of goods of the same kind. In order to ensure stronger legal certainty and protection, debt agreements are often

embodied in the form of a notarial deed, which constitutes an authentic deed.

A notary, as a public official, is authorized under Law No. 2 of 2014 concerning the Amendment to Law No. 30 of 2004 on the Notary Office (UUJN) to draft authentic deeds which possess conclusive evidentiary force. Habib Adjie emphasizes that a notarial deed is not merely a formal document, but also a guarantee of legal certainty, legal protection, and a preventive mechanism against potential disputes in the future.¹ Thus, the role of the notary in debt agreements extends beyond that of a mere recorder of transactions, to that of a guardian of civil rights. However, in practice, cases often arise where notarial deeds of debt agreements are misused, for example when a deed of acknowledgment of debt is substantively treated as a deed of sale and purchase, thereby creating uncertainty in its legal status.³

According to Warmerking, a notarial deed only possesses authentic force if it meets both formal and material requirements.⁴ Should any of these requirements be absent, the deed loses its authentic character and is reduced to the status of a private deed. This demonstrates the crucial role of the notary, not only in drafting but also in ensuring that both formal and substantive legal aspects are satisfied. Problems emerge when notaries fail to exercise their authority with due care, resulting in deeds that may give rise to disputes and potentially expose the notary to legal liability.

Furthermore, the recording of debt agreements in a special register serves as an administrative instrument intended to provide

² *Ibid*

³ Habib Adjie, *Hukum Notaris Indonesia: Tafsir Tematik terhadap UU No. 30 Tahun 2004 tentang Jabatan Notaris*, Bandung: Refika Aditama, 2008.

⁴ Ida Ayu Chandra Cintiadewi, (et.al), *Perlindungan Hukum Bagi Notaris Dalam Melegalisasi Akta Dibawah Tangan Yang Menjadi Objek Sengketa*, *Jurnal Prefensi Hukum*, Vol. 1 No. 1, 2020, 190.

additional legitimacy to the deed. Such recording is expected to reinforce the validity of the agreement while also facilitating evidentiary processes in case of disputes. However, in practice, the effectiveness of such registration remains contested. Several studies reveal that registration does not automatically enhance the executorial force of the deed, but is rather administrative in nature.⁵ This debate raises questions regarding the extent to which recording in a special register truly affords legal protection to the parties and clarifies the scope of notarial liability in such contexts.

Warmerking emphasizes that the legal strength of a notarial deed lies in its compliance with formal and material requirements. A deed which satisfies these requirements constitutes an authentic deed (*akta autentik*), enjoying perfect evidentiary force in litigation. However, if either requirement is not fulfilled such as errors in form, the absence of mandatory elements, or substantive inconsistencies the deed loses its authentic status and is reduced to the level of a private deed).⁶ In the context of debt agreements, this means that a deed of acknowledgment of debt or a loan agreement drafted by a notary must not only comply with procedural formalities (such as the presence of parties, signatures, and notarial protocol), but also reflect the true substantive intent of the parties.

A prominent legal issue arises when a deed of acknowledgment of debt (*akta pengakuan utang*) is used as a disguised sale and purchase agreement. For instance, in

several disputes examined in Indonesian courts, parties who entered into a debt agreement through a notarial deed later claimed ownership transfer over immovable property based on the deed.⁷ This practice undermines the very essence of the debt agreement and transforms it into an unlawful legal construction, thereby rendering the deed susceptible to annulment. Warmerking underscores that in such circumstances, the notary bears a significant responsibility to examine the will of the parties (*partijbedoeling*) and ensure that the deed accurately reflects their legal intentions.⁸

One illustrative case can be found in the decision of the High Court of Central Java No. 90/PDT/2016/PT.SMG, where a deed of acknowledgment of debt notarized by a notary was challenged in court. The debtor argued that the deed was in fact a covert sale and purchase agreement concerning land, drafted under the guise of a loan. The court held that the deed lacked material validity because it did not reflect the genuine legal transaction, thus stripping it of its authentic evidentiary force. This decision demonstrates that while a notarial deed may be formally valid, its authenticity and binding force can still be questioned if it fails to embody the true substance of the agreement.

METHOD

The approach method applied in this research is the normative juridical approach, namely a study conducted by examining library materials that constitute secondary data, also known as library research. The normative

⁵ G.H.S. Warmerking, *Kedudukan, Kekuatan, dan Akibat Hukum Akta Notaris*, Jakarta: Kencana Prenada Media Group, 2005.

⁶ M. Luthfan Hadi Darus, *Hukum Notariat dan Tanggung Jawab Jabatan Notaris*, (cetakan pertama, Yogyakarta, UII Press: 2017, 38-39

⁷ Denny Saputra dan Sri Endah Wahyuningsih, "Prinsip Kehati-Hatian Bagi Notaris/Ppat Dalam Menjalankan

Tupoksinya Dalam Upaya Pencegahan Kriminalisasi Berdasarkan Kode Eti. *Jurnal Akta*, Vol. 4, No. 3, September 2017, 351.

⁸ Habib Adjie, *Hukum Notaris Indonesia: Tafsir Tematik terhadap UU No. 30 Tahun 2004 tentang Jabatan Notaris*, Bandung: Refika Aditama, 2008.

juridical approach identifies and conceptualizes law as a real and functional social institution within a patterned system of life.⁹

ANALYSIS AND DISCUSSION

Application of The Principle of Prudence by Notaries Toward Private Debt Agreements Recorded in A Special Register

After Indonesia's independence, the term *waarmerking* was still historically recognized in notarial practice. However, in the development of positive law, particularly under Law Number 30 of 2004 concerning the Office of the Notary as amended by Law Number 2 of 2014 (PUUJN), the term *waarmerking* is no longer explicitly used. Instead, the regulation stipulates that notaries are "authorized to register private debt agreements into a special register book,".

Although the terminology of *waarmerking* is no longer used, the substance of the authority essentially still refers to the practice of recording a private debt agreement that has already been signed by the parties. In the case of *waarmerking*, the signing is not witnessed by the notary; in other words, the contract has already been signed before the parties appear before the notary. Thus, the notary merely records the agreement into the special register book, without guaranteeing the certainty of the date. The weakness of a private debt agreement registered with a notary lies in the fact that the notary does not have knowledge of its contents, nor can the notary ascertain whether the agreement is intended for a lawful purpose and not for a particular criminal act. The notary's authority is limited to registering

the agreement without reviewing or requiring a clear explanation of its substance.¹⁰

The application of the principle of prudence by notaries is a fundamental aspect of their professional duties, particularly when dealing with private debt agreements executed under hand (*surat perjanjian utang piutang di bawah tangan*) and recorded in the special register. This principle derives from the normative obligation stipulated in Article 16 paragraph (1) letter a of the Notary Law (UUJN), which requires notaries to act honestly, carefully, independently, impartially, and in the best interests of the parties.

Thus, every notarial action, even if limited to the registration of a private debt agreement in a special register as regulated under Article 15 paragraph (2) letter b of the UUJN, must be carried out with prudence to ensure legal certainty, order, and protection. A private debt agreement under hand essentially has evidentiary power only insofar as it is acknowledged by the signatories (Article 1875 of the Indonesian Civil Code), and its registration before a notary does not automatically transform it into an authentic deed, but merely provides date certain. Within this framework, a notary is required not merely to perform administrative duties, but also to verify the identities of the parties, examine the substance of the agreement to ensure it does not contravene law, public order, or morality, and to refuse registration where there are indications of unlawful purpose.¹¹ According to Habib Adjie, a notary should not be regarded merely as a "recording machine" but as a legal guardian who prevents misuse of agreements for illegal objectives.

⁹ Soerjono Soekanto, *Pengantar Penelitian Hukum*, Jakarta, Universitas Indonesia Press: 1984, 51.

¹⁰ H.R. Daeng Naja, *Teknik Pembuatan Akta*, 156.

¹¹ Safira Khoirunnisa, *Penerapan Prinsip Kehati-hatian oleh PPAT dalam Pembuatan Akta*

Dihubungkan dengan Peraturan Pemerintah Nomor 37 Tahun 1998 tentang Peraturan Jabatan Pejabat Pembuat Akta Tanah, Skripsi, Universitas Islam Negeri Bandung, 2019.

This view is consistent with Lathifah Hanim, who emphasizes the importance of prudential principles in preventing the misuse of debt acknowledgment deeds as disguised sales contracts over land. Furthermore, jurisprudence from the High Court of Central Java Decision No. 90/PDT/2016/PT.SMG illustrates that a debt acknowledgment deed recorded by a notary may lose its material validity if it fails to reflect the true intention of the parties, thus being relegated to the status of a mere private deed.¹² Therefore, the application of the principle of prudence not only protects the contracting parties but also safeguards the notary from potential legal liabilities, whether civil liability through claims for damages (Article 1365 of the Civil Code), administrative liability under Articles 85–88 of the UUJN, or ethical liability through the disciplinary mechanism of the Honorary Council of the Indonesian Notary Association (INI).

This prudential principle is connected to Article 16 paragraph (1) of the Notary Law (PUUJN) as its legal standing. In Article 16 paragraph (1) letter a of the PUUJN, it is stated that a notary has the obligation to act with integrity, honesty, thoroughness, independence, impartiality, and to safeguard the interests of the parties involved in a legal act. This provision serves as the foundation of the prudential principle in carrying out the office of a notary. In accordance with the explanation provided by the previous source, regarding private agreements registered in the notarial special register, although the notary's role is limited to recording, the validity of the document must still be maintained and safeguarded under the notary's authority.

The principle of prudence is not an optional

ethic but a positive-law duty embedded in Indonesian notarial law. Article 16(1)(a) of the Notary Law (UUJN) requires notaries to act honestly, carefully, independently, impartially, and to safeguard the parties' interests; the same article is the textual "legal standing" for prudential conduct in daily notarial work. When the task concerns recording a private debt agreement into the special register an auxiliary authority expressly recognized in Article 15(2)(b) UUJN prudence operates as a gatekeeping standard to ensure that the ministerial act of registration does not facilitate unlawful purposes or create misleading evidentiary expectations. BPK Regulations Indonesian Ministry of Defense.¹³

Doctrinally, recordation in the special register does not convert a private deed into an authentic deed; it primarily confers "date certain" and formal traceability of the document's existence before a notary on a given date, while the deed retains its underhand character and thus its evidentiary force only if acknowledged by its signatory under Articles 1874–1875 of the Indonesian Civil Code (KUHPperdata). Prudence therefore requires the notary to communicate the limits of probative value and to avoid language or formatting that might be understood by laypersons as an authentication or legalization.

In practical terms, a prudent notary should implement at least four safeguards. First, rigorous identity verification and capacity checks (KTP/passport, NPWP where relevant; marital/guardian status) pursuant to the UUJN's duty of carefulness; gaps in capacity or representation commonly infect the validity of private debt instruments. Second, a

¹² Putusan Pengadilan Tinggi Jawa Tengah Nomor 90/PDT/2016/PT.SMG Tahun 2016.

¹³ Samsaimun, *Pengantar Peraturan Jabatan Pembuat Akta Tanah (PPAT) dalam Peralihan Hak Atas tanah di Indonesia*, (Bandung: Pustaka Reka Cipta, 2018).

substantive red-flag review: although UUJN does not oblige a notary to read or validate every clause of a private deed presented for registration, prudence justifies limited checks to spot provisions that contravene law, ordre public, or morality (e.g., usurious interest, blanko powers, disguised transfers of immovable property). If red flags arise, the notary should refuse registration and advise the parties to reformulate their agreement in an authentic deed. Third, protocol discipline and metadata: the entry should capture the document's title, parties, page count, signing date, and the clear notation that the notary did not witness the signing and did not legalize signatures, to avoid "function creep" from mere registration to perceived authentication. Fourth, client warnings: provide a standardized advisory that explains the evidentiary limits of registered private deeds and the circumstances in which an authentic deed (with or without executorial title) is preferable (e.g., high-value loans with collateral). These steps are consistent with leading commentary emphasizing that notaries are guardians of legal certainty, not mere registrars.¹⁴

Legal Consequences of the Non Application of the Principle of Prudence by Notaries in Registration of Private Debt Agreements In Special Register

An authentic deed is regarded as a document that possesses stronger evidentiary value compared to an ordinary document. This type of deed holds a higher legal standing than a private deed and can be used as valid evidence in all forms of legal disputes. The evidentiary value of an authentic deed, as stipulated in Article 1870 of the Indonesian Civil Code

(KUHPerdata), encompasses perfect evidentiary force (*volledig bewijskracht*) and binding evidentiary force (*bindende bewijskracht*). This means that, provided the authentic deed fulfills both formal and material requirements and is not lawfully challenged by the opposing party, it carries full evidentiary strength and must be accepted as true. The content and statements contained in the authentic deed are presumed to be accurate and binding on the parties who executed it, and are also binding upon the judge as a sufficient basis for rendering a decision in the disputed case.

In contrast to authentic deeds, private deeds (*akta di bawah tangan*) possess conditional evidentiary value, namely that they only function as valid evidence if their authenticity is acknowledged by the parties who signed them, as provided in Article 1875 of the Civil Code. If the validity of such a deed is denied, the party submitting it must prove its authenticity by other means of evidence. Private deeds do not possess perfect and binding evidentiary force, either upon the parties or upon the judge. Consequently, their evidentiary value is not automatically binding and requires further examination in the judicial process.¹⁵

The authority of a notary over the contents of a private deed recorded in the special register emphasizes that the notary performs an administrative function, not a substantive one, with respect to the document being registered. In notarial practice, this action is commonly referred to as "*waarmerking*," namely the recording or registration of a private deed that has already been signed by the parties into the special register, without certification of signatures or reading of the document's

¹⁴ G.H.S. Lumban Tobing, *Peraturan Jabatan Notaris (Notaris Reglement) (Erlangga, multiple eds.)*, a

foundational doctrinal source on notarial function and public-office responsibilities.

content by the notary. In other words, the notary does not evaluate, verify, or certify the material truth of the contents of the document.¹⁶

This is what distinguishes the registration of a private deed from the legalization of a private deed (legalisasi), or from the drafting of an authentic deed. In the registration of a private deed, the notary merely records a document that has previously been created and signed by the parties, whereas in the process of legalization, the notary witnesses the signing of the document but does not participate in its drafting.¹⁷

The principle of prudence (*prudentia*) is a cornerstone in the notarial profession. As stipulated in Article 16(1)(a) of Law No. 2 of 2014 concerning the Amendment of Law No. 30 of 2004 on the Office of the Notary (UUJN), a notary is obliged to act with integrity, honesty, thoroughness, independence, impartiality, and in safeguarding the interests of the parties. The failure to apply this principle in the registration of private debt agreements in the special register (*waarmerking*) may generate significant legal consequences for both the contracting parties and the notary.¹⁸

1. Consequences for the Parties

The primary weakness of private deeds recorded in the special register is the absence of substantive assurance regarding their contents, since the notary performs only an administrative function of registration. Should the notary fail to exercise prudence such as by neglecting to verify the parties' identities or ignoring indications of unlawful clauses (e.g., usurious interest, simulated land sales

disguised as debt) the parties may face difficulties in court. According to Article 1875 of the Indonesian Civil Code (KUHPerdara), a private deed only has evidentiary value if acknowledged by the signatory. Thus, without prudence, the risk of rejection or annulment of the deed as evidence increases.

2. Consequences for the Status of the Deed

The registration of a private deed in the special register does not transform it into an authentic deed, but merely provides date certain. However, imprudent practice, such as including language suggesting authentication or legalization, may create misleading perceptions and wrongful reliance. For example, in High Court of Central Java Decision No. 90/PDT/2016/PT.SMG, a deed of acknowledgment of debt was treated as a mere private deed because it failed to reflect the parties' material intent.¹⁹

3. Civil Liability of the Notary

If a notary's negligence causes harm to parties or third persons, civil liability may arise under Article 1365 of the Civil Code, which governs unlawful acts (*onrechtmatige daad*). For instance, where a notary registers a debt agreement containing fraudulent provisions that later cause losses to third parties, liability for damages may be imposed on the notary for failure to act with prudence.

4. Administrative Liability of the Notary

The UUJN regulates notarial accountability through administrative sanctions. Articles 85–88 of the UUJN provide sanctions ranging from temporary suspension to permanent dismissal, whether with or without honor. The non-application of the

¹⁶ Abdul Ghofur Anshori, *Lembaga Kenotariatan Indonesia*, 84

¹⁷ Mustofa, *Tuntutan Pembuatan Akta-Akta PPAT, Cetakan Ketiga*, (Yogyakarta: Penerbit Karya Media, 2014).

¹⁸ Abdulkadir Muhammad, *Etika Profesi Hukum*, (Bandung, Citra Aditya Bakti, 2018).

¹⁹ Putusan Pengadilan Tinggi Jawa Tengah Nomor 90/PDT/2016/PT.SMG Tahun 2016.

principle of prudence may trigger such sanctions, especially where the notary is deemed to have violated professional duties in a manner that undermines legal certainty.

5. Ethical Consequences

Beyond legal sanctions, imprudent conduct may also result in disciplinary measures by the Honorary Council of the Indonesian Notary Association (INI). As emphasized by Habib Adjie, notaries should not be regarded merely as “recording machines,” but as guardians of legal certainty.²⁰ Neglecting prudence undermines the dignity of the office and erodes public trust in the notarial profession.

Doctrinally, G.H.S. Lumban Tobing underlines that the notary’s role as a *publieke ambtenaar* (public officer) inherently demands prudence, ensuring both legal order and protection for society.²¹ Failure to apply the principle of prudence in recording private debt agreements reduces the function of the notary to mere clerical administration, stripping away the public’s expectation of legal certainty. Consequently, the legal consequences extend beyond civil, administrative, and ethical liabilities, also threatening the credibility of notarial institutions and public confidence in the legal system.

The analysis confirms that *waarmerking* is purely administrative and does not transform a private deed into an authentic deed. As such, any failure by the notary to apply prudence such as neglecting identity verification or ignoring unlawful clauses may trigger multi-

layered consequences, including civil liability under Article 1365 of the Civil Code, administrative sanctions under Articles 85–88 of the Notary Law (UUJN), and ethical accountability before the Honorary Council of the Indonesian Notary Association (INI).²²

However, to fully understand the evidentiary implications, it is crucial to distinguish between *waarmerking* and legalization (*legalisasi*). In *waarmerking*, the notary merely records a private deed already signed by the parties into a special register without witnessing the signing or verifying the contents.²³ Consequently, its probative value remains conditional as a private deed under Article 1875 of the Civil Code, binding only if acknowledged by the parties. In contrast, in legalization, the notary witnesses the signing of the private deed and certifies the authenticity of the parties’ signatures, thereby providing stronger assurance of formal validity and enhancing its evidentiary force in judicial proceedings.²⁴

This conceptual distinction carries significant implications in litigation. A deed registered through *waarmerking* may still be contested on the grounds of authenticity or content, whereas a deed legalized by a notary enjoys greater presumptive validity concerning the parties’ signatures and the date of execution.²⁵ Accordingly, prudence in *waarmerking* is essential not only to avoid liability but also to ensure that the administrative act of registration is not misinterpreted as conferring the same legal certainty as legalization or

²⁰ Habib Adjie, *Hukum Notaris Indonesia: Tafsir Tematik terhadap UUJN*, Bandung: Refika Aditama, 2008. 174.

²¹ G.H.S. Lumban Tobing, *Peraturan Jabatan Notaris (Notaris Reglement)*, Jakarta: Erlangga, various editions.

²² Hanim, Lathifah. “Kehati-hatian Notaris dalam Membuat Akta Pengakuan Hutang yang Bermuatan Perjanjian Jual Beli Terselubung.” *Jurnal Akta* 6, no. 1 (2019): 78.

²³ Fikri Ariesta Rahman, “Penerapan Prinsip Kehati-Hatian Notaris Dalam Mengenal Para Penghadap”, *Lex Renaissance* 3 No. 2(2018): 424

²⁴ Azwardi, Meysita Arum, “Prinsip Kehati-Hatian dalam Pembuatan Akta Otentik oleh Pejabat Pembuat Akta Tanah (PPAT)”, *Jurnal Kewarganegaraan* 6 No 3, 2022, 434.

²⁵ M Yahya Harahap, *Hukum Acara Pedata Tentang Gugatan, Persidangan, Penyitaan, Pembuktian dan Putusan Pengadilan*, (Jakarta: Sinar Grafika, 2006).

authentic deeds. In this way, the principle of prudence operates as a safeguard against misrepresentation, protecting both the parties' interests and the credibility of the notarial office.²⁶

CONCLUSION

The study demonstrates that the principle of prudence in the registration of private debt agreements in the special register is not merely an ethical expectation but a legal obligation mandated by Article 16 paragraph (1) letter a of the Notary Law (UUJN). Even though *waarmerking* is limited to an administrative act, prudence ensures that this function does not facilitate unlawful purposes, misrepresent the legal status of the deed, or diminish its evidentiary value. The failure to apply prudence produces multi-layered legal consequences, including weakened probative value for the parties, misleading perceptions of the deed's status, and civil, administrative, and ethical liabilities for the notary.

Beyond reaffirming prudence as a normative safeguard, this study also highlights the need for regulatory renewal and clearer technical guidelines. Notaries should not only be burdened with responsibility but also supported with explicit protocols that delineate the limits of their role in *waarmerking*. Such measures would prevent misinterpretation of notarial acts, strengthen legal certainty, and at the same time provide a fair balance between professional accountability and institutional protection for the notarial profession.

BIBLIOGRAPHY

Books

Adjie, Habib. *Hukum Notaris Indonesia: Tafsir Tematik terhadap UU No. 30 Tahun*

2004 tentang Jabatan Notaris. Bandung: Refika Aditama, 2008.

Anshori, Abdul Ghofur. *Lembaga Kenotariatan Indonesia*. Yogyakarta: UII Press, 2009.

Darus, M. Luthfan Hadi. *Hukum Notariat dan Tanggung Jawab Jabatan Notaris*. Yogyakarta: UII Press, 2017.

Freddy Haris dan Leny Helena, *Notaris Indonesia*, Jakarta: Lintas Cetak Publishig, 2017.

Lumban Tobing, G.H.S. *Peraturan Jabatan Notaris (Notaris Reglement)*. Jakarta: Erlangga, various editions.

M Yahya Harahap, *Hukum Acara Pedata Tentang Gugatan, Persidangan, Penyitaan, Pembuktian dan Putusan Pengadilan*, (Jakarta: Sinar Grafika, 2006).

Muhammad, Abdulkadir. *Etika Profesi Hukum*. Bandung: Citra Aditya Bakti, 2018.

Mustofa, *Tuntutan Pembuatan Akta-Akta PPAT, Cetakan Ketiga*, (Yogyakarta: Penerbit Karya Media, 2014).

Naja, H.R. Daeng. *Teknik Pembuatan Akta*. Jakarta: Prenadamedia, 2016.

Notosoerjo, R. Soegondo. *Hukum Notariat di Indonesia: Suatu Penjelasan*. Jakarta: C.V. Rajawali, 2012.

Samsaimun. *Pengantar Peraturan Jabatan Pembuat Akta Tanah (PPAT) dalam Peralihan Hak Atas Tanah di Indonesia*. Bandung: Pustaka Reka Cipta, 2018.

Soekanto, Soerjono. *Pengantar Penelitian Hukum*. Jakarta: Universitas Indonesia Press, 1984.

Warmerking, G.H.S. *Kedudukan, Kekuatan, dan Akibat Hukum Akta Notaris*. Jakarta: Kencana Prenada Media Group, 2005.

Journal

Azwardi, Meysita Arum. "Prinsip Kehati-Hatian dalam Pembuatan Akta Otentik

²⁶ R. Soegondo Notodisoerjo, *Hukum Notaris Di Indonesia: Suatu Penjelasan*, (Jakarta: Rajawali Pers, 2012).

oleh Pejabat Pembuat Akta Tanah (PPAT).” **Internet**

Jurnal Kewarganegaraan 6, no. 3 (2022): 434.

Cintiadewi, Ida Ayu Chandra, et al. “Perlindungan Hukum Bagi Notaris dalam Melegalisasi Akta di Bawah Tangan yang Menjadi Objek Sengketa.” *Jurnal Prefensi Hukum* 1, no. 1 (2020): 190.

Hanim, Lathifah. “Kehati-hatian Notaris dalam Membuat Akta Pengakuan Hutang yang Bermuatan Perjanjian Jual Beli Terselubung.” *Jurnal Akta* 6, no. 1 (2019): 72–81.

Rahman, Fikri Ariesta. “Penerapan Prinsip Kehati-Hatian Notaris dalam Mengenal Para Penghadap.” *Lex Renaissance* 3, no. 2 (2018): 424.

Saputra, Denny, and Sri Endah Wahyuningsih. “Prinsip Kehati-Hatian Bagi Notaris/PPAT dalam Menjalankan Tupoksinya dalam Upaya Pencegahan Kriminalisasi Berdasarkan Kode Etik.” *Jurnal Akta* 4, no. 3 (2017): 351.

Thesis

Khoirunnisa, Safira. Penerapan Prinsip Kehati-hatian oleh PPAT dalam Pembuatan Akta Dihubungkan dengan Peraturan Pemerintah Nomor 37 Tahun 1998 tentang Peraturan Jabatan Pejabat Pembuat Akta Tanah. Skripsi, Universitas Islam Negeri Bandung, 2019.

Hukumonline. “Perbedaan Akta Otentik, Legalisasi, dan Waarmerking.” Last modified 2020. Accessed September 5, 2025.

<https://www.hukumonline.com/klinik/detail/ulasan/lt4e9c60178e4f5/perbedaan-akta-otentik-legalisasi-dan-waarmerking/>

Legislation & Case Law

Kitab Undang-Undang Hukum Perdata (KUHPerdata).

Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris. Lembaran Negara Republik Indonesia Tahun 2004 Nomor 117.

Undang-Undang Nomor 2 Tahun 2014 tentang Perubahan atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris. Lembaran Negara Republik Indonesia Tahun 2014 Nomor 3.

Putusan Pengadilan Tinggi Jawa Tengah Nomor 90/PDT/2016/PT.SMG Tahun 2016.