

Responsibility of Notaries Who Participate in Criminal Acts

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Abstract. *This study aims to analyze: 1) The responsibility of a notary who participated in committing a crime, namely Notary G, must be criminally responsible in the Pangkal Pinang District Court Decision No. 21/Pid.Sus-TPK/2021/PN.Pgp because the covernote he made was considered incorrect and contradicted Article 16 paragraph (1) UUJN and was considered to have abused authority as per Article 3 of the Corruption Law. The covernote does not have perfect legal force like an authentic deed as per Article 1868 and the covernote does not meet the requirements of an authentic deed as per Article 38 UUJN. Basically, a covernote is only an agreement that arises due to an agreement or agreement. The agreement is included in the unilateral statement as per Article 1237 of the Civil Code because its performance is unilateral, namely only in the Notary. There are no legal regulations regarding the covernote and because the covernote is a unilateral statement made by the Notary. 2) The legal implications of a deed issued by a notary who is involved in committing a crime are that in this case it does not affect the deed he made, the credit agreement deed remains valid and is not void. In this case, the Notary is charged with a criminal act of corruption because the covernote he made is considered to have incorrect contents. The legal consequences of a fake covernote issued by a Notary are that if the covernote turns out to be fake, the covernote becomes invalid, but does not affect the validity of the Credit Agreement Deed. The Covernote and the Credit Agreement Deed are not one entity, while what affects the validity of the Credit Agreement Deed is the fulfillment of the requirements for an Authentic Deed in the Notary Law.*

Keywords: *Criminal; Implications; Notarial.*

1. Introduction

Along with the growing economy in Indonesia, the development of businesses in various sectors carried out by business actors is also increasingly widespread. To carry out the development of these businesses, business actors need a very large amount of capital injection in a relatively short time. One source of these funds

can be obtained from the Bank.¹Bank is a business entity that collects funds from the public in the form of savings and distributes them in the form of credit and/or other forms in improving the standard of living of the people. The strategic role of banking in harmonizing and balancing the distribution of development, economic growth and national stability, namely by providing loans to the public through credit.²

Considering the importance of these credit funds, it is only right that credit providers and recipients, as well as other related parties, receive protection through a strong guarantee rights institution that can provide legal certainty for all interested parties.³A credit agreement is a principal agreement, while the existence of a guarantee in the principal agreement creates an additional agreement regarding the guarantee. The additional agreement or also known as an *accessoir* agreement, cannot stand alone but its existence and deletion depend on the principal agreement, such as a credit agreement. Article 1313 of the Civil Code defines an agreement as an act in which one or more persons bind themselves to one or more persons. An agreement is a legal act in which one or more persons often bind themselves to one or more persons.⁴An agreement is a legal relationship regarding property between two parties, where one party promises or is deemed to have promised to do something or not to do something, while the other party has the right to demand the implementation of that promise.⁵

The granting of credit from a bank to a customer as a debtor is certainly to provide a guarantee of legal certainty for the granting of the credit, so the role of a Notary is needed regarding authentic deeds. A Notary is a public official who is authorized to make authentic deeds and other authorities as referred to in Law Number 2 of 2014 concerning the amendment to Law Number 30 of 2004 concerning the Position of Notary. In its explanation, it is stated that a Notary is a public official who is authorized to make authentic deeds as long as the making of certain authentic deeds is not specifically for other public officials. The need for written agreements to be made before a notary is to guarantee legal certainty and to fulfill strong evidentiary laws for the parties to the agreement.⁶

¹Ratih Puspitasari Winarso, and Widodo Suryandono, Legal Power of Cover Notes Made by Notaries Related to Credit Granting Principles at PT Bank BNI Pare-Pare Branch (Case Study of Makassar High Court Decision Number 49/PID.SUS.TPK/2018/PT. MKS), Indonesian Notary, Volume 2, Article 19, p.399

²Sulistiani, Jawade Hafidz, Notary-PPAT Cooperation with Banks in Making Deeds of Granting Mortgage Rights, *Jurnal Akta*, Volume 4 Number 4 December 2017, p.708

³Putu Deni Wiryanta, I Ketut Mertha, Power of Attorney to Charge Mortgage Rights (SKMHT) in Banking Credit Agreements, *Scientific Journal of Master of Notary*, Udayana University, Bali, p. 1

⁴R. Setiawan, 1999, *Principles of Contract Law*, sixth edition, Putra Bardin, Bandung, p.49

⁵Wirjono Prodjodikoro, 2000, *Principles of Contract Law*, Sumur, Bandung, eighth printing, p.4

⁶Abdul Jalal, Suwitno, Sri Endah Wahyuningsih, Involvement of Notary Officials in Unlawful Acts and Participation in Criminal Acts in Document Forgery, *Jurnal Akta*, Volume 5 Number 1 March 2018, p.228

Notaries are responsible for ensuring that every deed they make has an authentic nature as referred to in Article 1868 of the Civil Code. This is very important so that the deed made by the notary has its authenticity as an authentic deed because it is perfect evidence. However, a notary can make a mistake in making a deed. Possible mistakes that can occur are typos on the notarial copy, errors in the form of the notarial deed, and errors in the contents of the notarial deed.⁷

Related to the authority of a notary as stated in Article 15 paragraph (1) UUJN, a notary is authorized to make authentic deeds regarding all acts and agreements. Among the deeds and letters made by a notary is a statement letter called a covernote. Covernotes are present in the practice of credit disbursement and have become a habit that lives in the world of notary practice that establishes a working relationship with the bank as a creditor. As in the case of a credit agreement, which is then made into a SKMHT and APHT, all of which are signed by the parties before a notary, even though administratively it has not been completed, and the debtor party needs funds immediately, then to mediate both the interests of the bank as the credit provider and the parties as debtors, the notary will issue a covernote, which states that the legal actions of the parties have been completed, if the bank has received the covernote, it means that it has given sufficient reason for the bank to disburse the credit to the debtor. So basically the covernote can be carried out by a notary in all situations and conditions related to the implementation of the duties of the notary.⁸A notary violation case related to notary covernote occurred in Pangkalpinang City. The case is the corruption of BRI Pangkalpinang working capital credit (KMK) which caused state losses of almost Rp 50 billion. The reason the Notary was sentenced to criminal punishment in this case was his involvement in making a cover note that violated legal regulations and contained false information.

2. Research methods

The approach method in this study is the statute approach. This type of research is included in the scope of normative legal research. The type and source of data in this study are secondary data. obtained from literature studies. The analysis in this study is prescriptive.

3. Results and Discussion

3.1 Responsibility of Notaries Who Participate in Criminal Acts

Credit plays an important role in the economy because its purpose is to help a person or business entity in financial difficulties in order to develop their business. A credit agreement is an agreement between a debtor and a creditor (can be a Bank) that creates a debt-receivable relationship, where the debtor is

⁷Mudofir Hadi, Cancellation of Notarial Deed Contents with Judge's Decision, *Jurnal Varia Peradilan*, Year VI Number 72, page 143.

⁸Nadya Tahsya, Notary's Accountability for Covernote Issued as a Basis for a Bank's Trust, *UI Notary Journal*, Volume 2 Number 4 of 2020, p. 499

obliged to repay the loan given by the creditor, based on the terms and conditions agreed upon by both parties, the credit agreement is also called a real principal agreement.⁹

Notaries in carrying out their duties and positions to the community must be good. This can only be achieved if the Notary behaves and is guided by what is stated in the Notary Law and the Notary Code of Ethics. Both provisions are equipped with strict sanctions for violators.¹⁰The phenomenon of many Notaries being involved in legal problems lately, such as being summoned by the police regarding deeds made, shows that the position of responsibility for the Notary's position is still unclear. This will further raise concerns, Notaries in carrying out their duties because at any time they can be sued by the parties, and there is even the possibility of receiving criminal charges.

One example of a case of a Notary who was prosecuted criminally is the Decision of the Pangkal Pinang District Court Number 21/Pid.Sus-TPK/2021/PN Pgp, Notary G was prosecuted criminally because he was declared to have committed a Criminal Act of Corruption, namely for receiving a reward/fee from Bank Rakyat Indonesia (Persero) (Bank BRI) for 47 (forty-seven) covernotes made by the Notary for the preparation of the Credit Agreement Deed. In a separate prosecution, several Bank BRI employees and several Debtors were considered to have committed a Criminal Act of Corruption because several Bank BRI employees provided credit to several Debtors who in submitting their complete credit documents were fabricated, so that Notary G who issued the covernote in the preparation of the Credit Agreement Deed was considered to have committed or participated in committing a Criminal Act of Corruption unlawfully.

The Public Prosecutor considered the creation of a covernote to be in conflict with Article 16 paragraph 1 letter a of the UUJN which states that in carrying out his/her position, a Notary must act in a trustworthy, honest, thorough, independent, impartial manner and protect the interests of the parties involved in legal acts. In his/her decision, the Notary was not found guilty of committing a Criminal Act of Corruption as stated in the Primary Charge. In his primary indictment, Notary G was deemed to have committed an unlawful act as per Article 2 of the Corruption Law, which states that:

"Any person who unlawfully commits an act of enriching himself or another person or a corporation that can harm state finances or the state economy, shall be punished with imprisonment for life or imprisonment for a minimum of 4 (four) years and a maximum of 20 (twenty) years and a fine of at least Rp. 200,000,000.00 (two hundred million rupiah) and a maximum of Rp. 1,000,000,000.00 (one billion rupiah)."

⁹Dessy Andiyangsih, Umar Ma'ruf, Transfer of Mortgage Rights in Banking in Banjarnegara Regency, *Jurnal Akta*, Vol 5 No 1 March 2018, p.89

¹⁰Wirjono Prodjodikoro, 2000, *Unlawful Acts*, Mandar Maju, Bandung, p.6.

The judge's decision in the Pangkal Pinang District Court Decision Number 21/Pid.Sus-TPK/2021/PN.Pgp which stated that Notary G was not guilty of his primary charge was correct because Notary G did not cause any real losses in the form of costs, compensation and interest to the debtor or creditor, so that the element of an unlawful act as referred to in Article 1365 of the Civil Code was not fulfilled and the covernote made by Notary G did not contain any promises regarding when the checking process at the land office would be completed, so the debtor or creditor was not harmed by the time of the checking process at the land office.

The unlawful element as per Article 2 of the Corruption Law was also not fulfilled by Notary G because Notary G only carried out his duties as a Notary appointed by the Bank to make a credit agreement deed and received compensation for his duties and there was no mens rea from Notary G to commit a criminal act of corruption. Notary G did not know if there were any acts that were detrimental to the state, namely the debtors assisted by Aloy at that time used engineered credit application documents and the Bank AO also did not conduct a survey of his superiors. Even if Notary G did commit a prohibited outward act as charged in the primary indictment, but there was no evil/reprehensible mental attitude mens rea and it could not be proven, then Notary G should be acquitted from the primary indictment because the element of evil intent in his actions was not fulfilled. However, in the Subsidiary Indictment, Notary G was stated to have been proven legally and convincingly guilty of committing the Criminal Act of Corruption together and was sentenced to imprisonment for 8 (eight) years and a fine of Rp. 50,000,000.- (Fifty Million Rupiah) with the provision that if the fine is not paid it is replaced with imprisonment for 4 (four) months and Notary G is sentenced to pay Replacement Money of Rp. 493,362,000,- (four hundred ninety three million three hundred sixty two thousand rupiah) and if he does not pay the replacement money, a maximum of 1 (one) month.

The position of a Notary in the eyes of the law is the same as the general public, who are not immune to the law, and can be held criminally responsible. The Panel of Judges tasked with trying this case at the Pangkalpinang District Court in 2021 provided legal considerations that the defendant had been charged by the public prosecutor with primary and subsidiary charges, so that the panel of judges, by considering the legal facts above, directly chose the subsidiary charge.

The covernote made by Notary G is a unilateral statement, so the form of his responsibility should only be limited to what he did, namely making the covernote. This responsibility can be in the form of civil responsibility if there is a party who feels disadvantaged or administrative responsibility, namely that administrative sanctions can be given by the Notary Supervisory Board because

of the nature of criminal law, namely *ultimum remedium*. The aspect of notary responsibility administratively is contained in Article 85 of the UUJN, where the administrative sanctions given by the INI Supervisory Board are in the form of verbal warnings, written warnings, temporary suspension, honorable suspension or dishonorable suspension, then Notary G should also be a Notary only subject to the Notary Code of Ethics in the form of reprimands, warnings, temporary suspension from membership of the Association, honorable suspension from membership of the Association and dishonorable suspension from membership of the Association According to state administrative law, every grant of authority to an agency or to a state administrative official is accompanied by the "intent and purpose" of granting such authority, so that the application of such authority must be in accordance with the purpose and intent of granting such authority. If the authority is not in accordance with the "intent and purpose" of the original grant of authority, it is called abuse of authority or *deoutoumement de provoir*.

Notaries as public officials have special privileges in the criminal case examination process to protect their position and office. Therefore, there are provisions that must be fulfilled first by law enforcement before summoning a notary. This is as stated in Article 66 paragraph (1) of Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning the Position of Notary which states that for the interests of the judicial process, investigators, public prosecutors or judges with the approval of the Notary Honorary Council have the authority to:

1. Take a photocopy of the minutes of the deed and/or letters attached to the minutes of the deed or notary protocol in the notary's storage.
2. Summoning a notary to attend an examination relating to a deed he has made or a notarial protocol which is in the notary's custody.

Based on Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning the Position of Notary Public Article 66 paragraph (1) namely the Regional Supervisory Council is replaced with the Notary Honorary Council, meaning that for the summons of a notary by law enforcement officers, permission must be obtained from the Notary Honorary Council. Regarding the procedures for examining notaries which are the duties of the Supervisory Council. However, in terms of the interests of the judicial process, based on Article 66 paragraph (1) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public, investigators, public prosecutors or judges must require the approval of the Notary Honorary Council to take photocopies of the minutes of the deed and/or letters attached to the minutes of the deed or notary protocol and to summon the notary to attend the examination related to the deed or notary protocol that is in the notary's storage. However, in practice, there are now many notaries who, when responding to summonses from investigators and the courts, no longer require

the approval of the Notary Honorary Council. In other words, notaries are processed in court without the approval of the Notary Honorary Council, so that it appears that Article 66 paragraph (1) of Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning Positions is being ignored by several notaries.¹¹

Notaries who are public officials are bound by laws and professional codes of ethics in carrying out their profession. The Notary Code of Ethics is a moral rule determined by the Indonesian Notary Association (INI) based on the decision of the association's congress/or which is determined and regulated in laws and regulations governing the Notary's professional code of ethics. The presence of a Notary as a public official is the answer to the community's need for legal certainty for every agreement made by interested parties. The position of a Notary in society is considered as a reliable official. Everything written and stipulated (*konstatir*) is true. A Notary is a strong document maker in a legal process, especially concerning legal certainty, therefore a notary who commits a criminal offense must be prepared to be criminally responsible.

The concept related to legal obligation is the concept of responsibility. A person is said to be legally responsible for a certain act if that person can be subject to sanctions in the case of an unlawful act. Based on the theory of responsibility, G's responsibility as a notary who committed a criminal act of corruption is individual responsibility and responsibility based on fault. In this case G must be responsible alone. for the violations he committed because they were deliberately estimated to cause losses.

Based on the theory of legal responsibility, in the context of legal responsibility for notaries involved in criminal acts, Hans Kelsen's theory of legal responsibility can provide insight into how the law is applied and the responsibilities of notaries in the legal hierarchy. Hans Kelsen's theory emphasizes the existence of a hierarchy in legal norms, where higher norms have greater power than lower norms. In this case, a notary involved in a criminal act of corruption violates a higher legal norm, such as the anti-corruption law.

The imposition of criminal charges against a notary can be carried out as long as the limitations as mentioned above are violated, meaning that in addition to fulfilling the formulation of violations stated in the UUJN, the notary's code of ethics must also fulfill the formulation stated in the Criminal Code. If a notary's actions fulfill the formulation of a criminal act, but if it turns out that based on the UUJN and according to the assessment of the notary supervisory board it is not a violation, then the notary in question cannot be sentenced to criminal punishment, because the measure for assessing a deed must be based on the UUJN and the notary's code of ethics.¹²

¹¹Ince Haerisa, 2021, Law Enforcement Against Notaries in Carrying Out Their Job Duties, Law Thesis, Master of Notary Study Program, Faculty of Law, Hasanuddin University, p.8

¹²*Ibid.*, p. 30

The aspects of the Notarial deed above can be used as a basis or limitation to prosecute a Notary, as long as these aspects are proven intentionally (with full awareness and realization and planned by the Notary and the parties/applicants concerned) that the deed made before and by the Notary is used as a tool to commit a crime or in making a party deed or release deed, and the Notary consciously, intentionally together with the parties concerned (applicants) carries out or assists or orders the parties to carry out a legal act that he knows is an unlawful act. If this is done, in addition to harming the Notary, the parties, and ultimately the person carrying out the duties of the position as a Notary, it is given the title of a person who always violates the law.¹³

3.2 Legal Implications of Deeds Issued by Notaries Who Participate in Criminal Acts

Based on the case of notary G, the judge has decided that notary G as the defendant was declared not guilty of his primary charge and was acquitted of the primary charge, however, Notary G was still found guilty of committing a subsidiary charge which was considered guilty of committing a criminal act of corruption as per Article 3 of the Corruption Law. This decision has an impact on the legal certainty of the Deed made by Notary G.

The theory of legal certainty explained by Radbruch has significant implications for deeds issued by notaries who participate in committing criminal acts. These implications emphasize the importance of compliance with applicable legal provisions, accuracy in formulating facts, clarity in writing, and legal stability to create the legal certainty needed in society. Thus, if a notary is involved in a crime, it not only has an impact on the criminal aspect, but also has significant implications for the deeds he issues and legal certainty in general.

The legal implications of the deed issued by a notary who participated in committing a criminal act of corruption in working capital credit at BRI Pangkalpinang, Bangka Belitung Islands in this case did not affect the deed he made, the credit agreement deed remained valid and was not void. In this case, the Notary was prosecuted for a criminal act of corruption because the covernote he made was considered to have incorrect content. The covernote basically only explains that at that time the credit agreement had been signed and the customer had submitted collateral and the collateral was in the process of binding the guarantee and checking its conformity with the lists at the land office. There is no article in the covernote that states that a Notary is authorized to issue a covernote either in the UUJN or the PPAT regulations. However, the Notary is authorized to issue a covernote because in practice, making a covernote is an administrative requirement in the implementation of a credit agreement deed.

¹³Ibid., p. 29

Covernote does not have perfect legal force like an authentic deed, so that covernote is only an obligation born from a contract or an agreement, namely a unilateral statement by a Notary as per Article 1237 of the Civil Code. Covernote made by Notary G only explains that at that time a credit agreement has been signed and the customer has submitted collateral in the form of a certificate of ownership or a sub-district head's statement and is being processed at the land office. In addition, the covernote made by Notary G does not contain an order to the bank to disburse credit to the debtor. This is in accordance with the obligations of a Notary who must act in a trustworthy, honest, fair, independent, impartial manner, and protect the interests of the parties involved in legal acts as per Article 16 paragraph (1) letter a UUJN.

Covernote is used as collateral in the Credit Agreement Deed when the collateral binding process at the Defense Office has not been completed, then as anticipation, a Covernote is issued which is a Statement Letter from a Notary containing a statement/promise of being able to carry out work with certainty for a certain period of time. Because the birth of a covernote affects the Notary's commitment, the Notary can be held accountable if in the issuance of the covernote there are elements that contain incorrect information. The legal consequences of a fake covernote issued by a Notary are that if the covernote turns out to be fake, the covernote becomes invalid, but does not affect the validity of the Credit Agreement Deed. The Covernote and the Credit Agreement Deed are not one unit, while what affects the validity of the Credit Agreement Deed is the fulfillment of the requirements for an Authentic Deed in the Notary Law.

In this case, the bank should not disburse credit to debtors because covernote is not a bank requirement to disburse credit. In POJK No. 11 of 2019, covernote is only one of the administrative requirements and although PBI Number 20 of 2018 states that banks can disburse with a covernote made by a notary or PPAT, banks should still pay attention to the principles of providing credit as in Article 8 of the Law, banks must have confidence based on in-depth analysis to repay credit provided by the Bank in accordance with what was agreed and the Bank must still be based on the principles of providing credit, namely 5C, 7P and 3R.

In essence, a covernote is not an authentic deed, so a covernote does not have perfect legal force like an authentic deed as stipulated in Article 1868 of the Civil Code because a covernote only explains that at that time a credit agreement was signed and the customer submitted collateral in the form of a certificate of ownership and is in the process of checking compliance with the lists at the land office. Covernotes are not regulated in the UUJN or PPAT regulations, but Notaries are authorized to issue covernotes because in practice, making covernotes is an administrative requirement in the implementation of credit agreements, but covernotes also cannot be used as a basis for credit disbursement by banks because banks must still pay attention to the principles of providing credit so that banks can prevent the risk of bad credit.

The imposition of a criminal sentence on a Notary does not immediately render the deed in question null and void by law. It is not legally correct if there is a criminal court ruling with a verdict to cancel a notarial deed, on the grounds that the Notary is proven to have committed a crime. Thus, what must be done by those who will or wish to obtain the Notary in question, then the legal action that must be taken is to cancel the deed in question through a civil lawsuit.¹⁴

4. Conclusion

The responsibility of the Notary who participated in committing the crime, namely Notary G, must be criminally responsible in the Decision of the Pangkal Pinang District Court No. 21/Pid.Sus-TPK/2021/PN.Pgp because the covernote he made was considered incorrect and contrary to Article 16 paragraph (1) of the UUJN and was considered to have abused authority as per Article 3 of the Corruption Law. The covernote does not have perfect legal force like an authentic deed as per Article 1868 and the covernote does not meet the requirements of an authentic deed as per Article 38 of the UUJN. Basically, a covernote is only an agreement that arises due to an agreement or agreement. The agreement is included in the unilateral statement as per Article 1237 of the Civil Code because its performance is unilateral, namely only in the Notary. There is no legal regulation regarding covernotes and because covernotes are unilateral statements made by a Notary, the Notary's responsibility in making covernotes is not criminal responsibility because of the nature of criminal law, namely *ultimum remedium*, but rather the Notary's form of responsibility for covernotes is civil responsibility if there is a party who feels aggrieved or administrative responsibility, namely that administrative sanctions can be imposed by the Notary Supervisory Board.

The legal implications of a deed issued by a notary who is involved in committing a crime are that in this case it does not affect the deed he made, the credit agreement deed remains valid and is not void. In this case, the Notary is charged with a criminal act of corruption because the covernote that was made is considered to have incorrect contents. The birth of the covernote affects the Notary's commitment, so the Notary can be held accountable if in the issuance of the covernote there are elements that contain incorrect information. The legal consequences of a fake covernote issued by a Notary are that if the covernote turns out to be fake, the covernote becomes invalid, but does not affect the validity of the Credit Agreement Deed. The Covernote and the Credit Agreement Deed are not one unit, while what affects the validity of the Credit Agreement Deed is the fulfillment of the requirements for an Authentic Deed in the Notary Law.

¹⁴Habib Adjie, 2013, *Cancellation and Revocation of Notarial Deeds*, Refika Aditama, Bandung, p. 29

5. References

Journal :

- Abdul Jalal, Suwitno, Sri Endah Wahyuningsih, Involvement of Notary Officials in Unlawful Acts and Participation in Criminal Acts in Document Forgery, *Jurnal Akta*, Volume 5 Number 1 March 2018.
- Dessy Andiyaningsih, Umar Ma'ruf, Transfer of Mortgage Rights in Banking in Banjarnegara Regency, *Akta Journal*, Vol 5 No 1 March 2018.
- Ince Haerisa, 2021, Law Enforcement Against Notaries in Carrying Out Their Job Duties, Law Thesis, Master of Notary Study Program, Faculty of Law, Hasanuddin University.
- Mudofir Hadi, Cancellation of the Contents of a Notarial Deed with a Judge's Decision, *Jurnal Varia Peradilan*, Year VI Number 72.
- Nadya Tahsya, Notary's Accountability for Covernotes Issued as a Basis for a Bank's Trust, *UI Notary Journal*, Volume 2 Number 4 of 2020.
- Putu Deni Wiryanta, I Ketut Mertha, Power of Attorney to Charge Mortgage Rights (SKMHT) in Banking Credit Agreements, *Scientific Journal of Master of Notary*, Udayana University, Bali.
- Ratih Puspitasari Winarso, and Widodo Suryandono, Legal Power of Cover Notes Made by Notaries Regarding the Principles of Credit Granting at PT Bank BNI Pare-Pare Branch (Case Study of Makassar High Court Decision Number 49/PID.SUS.TPK/2018/PT. MKS), *Indonesian Notary*, Volume 2, Article 19.
- Sulistiani, Jawade Hafidz, Notary-PPAT Cooperation with Banks in Making Deeds of Granting Mortgage Rights, *Jurnal Akta*, Volume 4 Number 4 December 2017.

Book :

- Habib Adjie, 2013, Cancellation and Revocation of Notarial Deeds, Refika Aditama, Bandung.
- R. Setiawan, 1999, Principles of Contract Law, sixth printing, Putra Bardin, Bandung.
- Wirjono Prodjodikoro, 2000, Principles of Contract Law, Sumur, Bandung, eighth printing.
- Wirjono Prodjodikoro, 2000, Unlawful Acts, Mandar Maju, Bandung.

Regulation:

- Constitution of the Republic of Indonesia 1945
Civil Code

Criminal Code

Law Number 10 of 1998 concerning Banking

Article 7 of Law Number 21 of 2011 concerning the Financial Services Authority.

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