

Legal Responsibilities for Notaries Who Draw Nominee Agreement Deeds Relating to Ownership of Land Rights by Foreign Citizens in Bali

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Abstract

The objective of this research is to identify the various forms of notary liability for deeds that indicate legal smuggling due to their contradiction with the prevailing laws and regulations in Indonesia. The research method used is a normative juridical method with statutory, case, and analytical approaches. As we know, Indonesia's agrarian law, as stipulated in the Basic Agrarian Law (UUPA), adheres to the principles of nationality and national sovereignty. This principle is enshrined in Article 9 paragraph (1) of the UUPA, which states that only Indonesian citizens may have a full legal relationship with land, water, and space, within the boundaries specified by law. However, to circumvent this regulation, parties often engage in land sale and purchase agreements using a nominee agreement or name-lending arrangement. Such actions may be classified as legal smuggling in the agrarian sector. A notary who participates in such legal smuggling by drafting deeds containing nominee agreements can also be held liable for the consequences of their actions.

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1. INTRODUCTION

As regulated in Law Number 30 of 2004 concerning the Position of Notary as amended by Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (hereinafter referred to as UUJN), notaries have the authority to make authentic deeds and other authorities as referred to in the UUJN. Then it is reaffirmed in Article 15 paragraph (3) of the UUJN that the authentic deed relates to all actions, agreements, and determinations required by laws and regulations and/or desired by the interested parties to be stated in an authentic deed. With this authority, the notary's duty is to provide legal certainty and prevent any legal deviations. In order for the goal of legal certainty and prevention of legal deviations to be achieved, in every deed made, notaries must comply with the limitations stipulated in laws and regulations and the notary's code of ethics.

Regarding the limitations of notaries in legislation, particularly those related to national agrarian law, one principle in national agrarian law that notaries must adhere to is the principle of nationality. The implementation of the principle of nationality in agrarian law has the consequence that only Indonesian citizens (WNI) have the right to own land in Indonesia, while foreign nationals are only permitted to have use rights and lease rights for buildings. However, as time goes by, many foreign investors have begun to enter Indonesia, especially in tourism

areas such as Bali. Many foreign nationals are trying to own land in Indonesia as a form of investment. Although it is not permitted by law, they work around this by creating a Nominee agreement. The Indonesian legal system itself does not recognize Nominee agreements. However, in essence, a nominee agreement is a written agreement made by the parties, namely between a foreign national and an Indonesian citizen as the grantor of power of attorney (Nominee) with the intention that the Indonesian citizen grants all authority that may arise in the legal relationship between the foreign national concerned as the recipient of power of attorney and the land that is the object of the agreement so that the foreign national can act as the land owner.

One way for foreign nationals to invest in Indonesia is through property businesses such as villas in Bali. This is in accordance with the case that can be found in the Supreme Court decision Number 3403 K / Pdt / 2016 where the first court decision can be found in the Denpasar District Court Decision Number 787 / Pdt. G / 2014 / PN.DPS. The case was discovered to have begun with a lawsuit filed by an Indonesian citizen in Bali named Karpika Wati against a French foreign national and at that time domiciled in Paris named Alain Maurice Pons as the first defendant and Eddy Nyoman Winarta, S.H. who works as a notary as the second defendant. Karpika Wati owned a plot of land with a Certificate of Ownership in his name. However, around 2006, on the land, Karpika Wati entered into a land lease agreement with Alain Maurice Pons with the aim of building a villa on the land by Alain Maurice. At the same time, the deeds made by Notary Eddy Nyoman Winarta were issued, including a notarial deed regarding land lease, a notarial deed regarding debt recognition using collateral where Alain Maurice is the lender and Karpika Wati is the debtor, a notarial deed regarding statements and powers of attorney where Alain Maurice is the party receiving power of attorney from Karpika Wati and a deed of granting mortgage rights by Alain Maurice. It should also be noted that in the Notarial Deed for land lease, it is written that the lease term is 25 years and is automatically extended and renewed for a period of 3x25 years so that the total lease term is 100 years with a rental fee of Rp. 50,000,000 for 100 years. The existence of these deeds creates uncertainty regarding the ownership status of the land which is the object of the dispute, especially with the Nominee agreement so that it can be said that legal smuggling has occurred.

The involvement of a Notary in the making of these deeds, which results in disputes and unclear land ownership, certainly gives rise to legal responsibility for the Notary concerned, both when viewed from the aspects of civil law, criminal law, and according to the UUJN. The Notary needs to be responsible for his actions, especially if the making of the deeds in question, is detrimental to certain parties. Therefore, the author will examine what legal responsibility can be imposed on a Notary for his actions in making deeds that are contrary to national law, thus harming the parties, both from the perspective of civil law, criminal law, UUJN, and the Notary Code of Ethics.

2. RESEARCH METHOD

The type of research the author will use in this study is normative juridical research, the main study of which is law as norms, rules, legal principles, legal doctrines, legal theories and other literature to answer the legal problems being studied. Therefore, the type of data used by the author is secondary data obtained from library materials related to the legal problems being discussed by the author.

3. RESEARCH RESULTS AND DISCUSSION

This section explains the research results and provides a comprehensive discussion. Results can be presented in the form of images, graphs, tables, and other forms, making them easier for readers to understand [2, 5]. The discussion can be divided into several subchapters.

3.1. Research result

3.1.1 Notary's Responsibility for Nominee Agreements Related to the Status of Land Ownership Rights by Foreign Nationals Made Before Him

3.1.2 Legal Consequences of Notarial Deeds Relating to Nominee Agreements Regarding Land Ownership Status

Land ownership is the strongest and most comprehensive right an Indonesian citizen can possess. It is considered comprehensive because land ownership grants the holder broad authority to use the land, including transferring, pledging, leasing, and even handing it over to another party, granting them new land rights. However, this characteristic results in restrictions on agrarian law, where only Indonesian citizens can own land in Indonesia. This aims to prevent colonization in the agrarian sector by foreign nationals. Land ownership rights for foreign nationals are only permitted for the Right of Use and the Right to Lease for Buildings. However, in practice, various efforts are made so that foreign nationals can control land in Indonesia beyond the rights permitted by law, one of which is by entering into agreements to transfer land through nominee agreements.

In relation to the case that has been described, based on the Notarial Deed of Land Lease between the foreign national and the Indonesian citizen concerned, it can be seen that the land lease agreement, if accumulated, has a term of 100 years. In the UUPA, there is no regulation regarding the term of the Right to Lease on Land. However, if referring to the explanation of articles 44-45 of the UUPA, the Right to Lease is a Right to Use that has special characteristics so that the term of the Right to Lease is appropriate for a maximum period of 25 years and can be extended for another 25 years. In addition, if based on Article 1339 of the Civil Code, the lease must be subject to the applicable propriety and customs (principle of propriety). A 100-year lease term with a rental fee of only Rp. 50,000,000 (fifty million rupiah) then this certainly violates the legal and propriety principles in the lease agreement that has been in effect in Indonesia.

Then regarding the Notarial Deed regarding the statement and power of attorney where Alain Maurice as the party receiving power of attorney from Karpika Wati, the deed positions Karpika Wati as a nominee. The delegation of power of attorney to Alain Maurice who is a foreigner gives the foreigner the authority to control the land and act as the landowner which in this case is for 100 years. Whereas as has been explained, the term for the lease right is 25 years and can be extended for 25 years. Regarding the Nominee agreement which is used as a tool to legalize land ownership by foreigners in Indonesia, it is certainly contrary to Article 26 paragraph (2) of the UUPA which states that:

"Every sale, exchange, gift, gift by will and other acts intended to directly or indirectly transfer ownership rights to a foreigner, to a citizen who in addition to his Indonesian citizenship has foreign citizenship or to a legal entity, except as determined by the Government as referred to in Article 21 paragraph (2), is void by law and the land falls to the State, with the

provision that the rights of other parties burdening it remain in force and all payments received by the owner cannot be claimed back."

Based on this formulation, it can be said that the act of delegating authority over land in Indonesia to a foreign national for a period of 100 years is an act that indirectly transfers ownership rights, thus giving rise to the consequence that the Notarial Deed on the delegation of power and other Notarial Deeds that result in the control of land by a foreign national in Indonesia as if it were ownership rights are null and void by law. and is classified as legal smuggling as stated by Maria Sw. Sumardjono who stated that stating that the main agreement followed by another agreement related to the control of land rights by foreign nationals is legal smuggling.

Apart from the issues regarding the time period and delegation of power, it is also necessary to know that based on Article 45 of the UUPA, those who can have Lease Rights are:

- a. Indonesian citizens;
- b. foreigners domiciled in Indonesia;
- c. legal entity established under Indonesian law and domiciled in Indonesia;
- d. foreign legal entities that have representatives in Indonesia.

In relation to the case, it is known that Alain Maurice Pons resides in Paris, France. Therefore, the notarial deed regarding the land lease violates Article 45 of the UUPA.

Then regarding the Notarial Deed regarding the granting of mortgage rights to land burdened with Lease Rights, based on Law Number 4 of 1996 concerning Mortgage Rights, the objects of Mortgage Rights are only Ownership Rights, Cultivation Rights, and Building Rights, while for Lease Rights, they can only be burdened with Fiduciary as stated in Article 1 paragraph (2) of Law Number 42 of 1999 concerning Fiduciary Guarantees, which confirms that the objects of fiduciary guarantees are all immovable objects that cannot be burdened with mortgage rights. Therefore, the legal consequences of making a Notarial Deed regarding Land Leases, Notarial Deeds regarding Delegation of Power of Attorney and Notarial Deeds regarding the Granting of Mortgage Rights are null and void.

3.1.3 Notary's Liability Reviewed from a Civil Law Aspect

In Civil Law, according to Wirjono Prodjodikoro, a person who commits an act that is not permitted or prohibited by law is categorized as an Unlawful Act (regulated in Book III of the Civil Code, Article 1365-Article 1380). For this action, there must be accountability. As previously explained, the notary's actions in making a Notarial Deed regarding Land Lease, Notarial Deed regarding Delegation of Power of Attorney, and Notarial Deed regarding the Granting of Mortgage Rights have violated the Law and propriety, therefore the notary concerned must be responsible. Based on Article 1365 of the Civil Code, the actions taken by a Notary in the form of issuing the deeds in question also fulfill the elements of an Unlawful Act in the form of:

1. There is an unlawful act

Based on **Supreme Court ruling** January 31, 1919 Lindenbaum-Cohen case, there were 4 categories of Unlawful Acts, and when connected to the case, these categories include:

- a. The act in question violates the rights of others. The notarial deed concerning the lease of land is in conflict with the rights of Karpika Wati as the legal owner of the land subject to the agreement, as evidenced by the Certificate of Ownership in Karpika Wati's name.
- b. The act in question contrary to the legal obligations of the perpetrator. The creation of the Notarial Act on Land Leasing, Power of Attorney, and Grant of Dependency Rights provides a legal avenue for foreigners to control land in Indonesia and those actions are not allowed by the national agrarian law, especially in the UUPA and are against the Dependency Law.
- c. The actions in question are contrary to the propriety that exists in society. The issuance of these deeds opens up the opportunity for foreign nationals to control land in Indonesia for periods exceeding those stipulated in the law. This clearly violates social decency and violates the principle of national agrarian law, namely the principle of nationality.

2. There was an error.

It is said that an element of wrongdoing exists if the act in question is committed intentionally and without any justification or excuse. In this case, the issuance of the notarial deeds was due to the notary's own will, where the notary intentionally granted the foreign national's wish to control land in Indonesia, thus committing legal smuggling and violating the Basic Agrarian Law.

3. There is a loss

The losses consist of material and immaterial losses. With the issuance of these notarial deeds, Karpika Wati, as the holder of the land ownership rights in dispute, suffered material losses due to the loss of the opportunity to rent out the land or build a villa.

4. There is a causal relationship

That the actions carried out by the notary in the form of issuing the deeds in violation of the subjective rights of others, violating legal obligations, and violating propriety in society resulted in legal smuggling and losses experienced by Karpika Wati as the holder of the Ownership Rights to the land object of the dispute.

If these elements are met, the notary in question should be held responsible for his/her actions, which are classified as Unlawful Acts. The notary's responsibility for Unlawful Acts is the obligation to compensate for the losses incurred as regulated in Article 1365 of the Civil Code. The forms of compensation are regulated in Articles 1243 to 1252 of the Civil Code, which are costs (kosten), losses (schaden), and interest (interessen).

3.1.4 Notary's Liability Reviewed from a Criminal Law Aspect

The liability of a notary from a criminal law aspect relates to the forgery of a deed or the inclusion of false information in a deed. This is as stated in Article 263 paragraph (1) of the Criminal Code which reads:

"Whoever makes a false letter or falsifies a letter that can give rise to a right, obligation or release from debt, or which is intended as evidence of something with the intention of using or ordering another person to use the letter as if its contents were true and not falsified, is threatened if the use

can cause a loss, due to the falsification of the letter, with a maximum prison sentence of six years."

Apart from Article 263 paragraph (1) of the Criminal Code, notaries can also be subject to criminal responsibility if their actions fulfill the elements related to falsification of documents committed against authentic deeds (Article 264 of the Criminal Code), and include criminal acts and abuse of power with violence, threats or deception to encourage others to do something (Article 55 of the Criminal Code) with the note that there is no reason that eliminates the criminal act, namely a reason for forgiveness and a reason for justification.

The UUJN itself does not regulate criminal sanctions for notaries, so that notary actions that contain criminal elements or criminal violations are subject to the provisions of the Criminal Code as long as they violate the limitations, including:

1. There is legal action by the Notary regarding the external, formal and material aspects of the deed which is deliberate, full of awareness and realization, and planned so that the deed which will be made before the Notary by the Notary together (with the agreement) of the parties will be used as a basis for committing a criminal act;
2. There is a legal action by a Notary in making a deed before or by a Notary which, when measured based on the UUJN, does not comply with the UUJN;
3. The Notary's actions are also not appropriate according to the authorized agency to assess the actions of a Notary, in this case the Notary Supervisory Board.

In the case described, the author assesses that there is no element of a criminal act committed by the notary. This is because to be considered a crime, in addition to fulfilling the limitations above, there must also be provisions in the UUJN, the Notary's code of ethics, and the Criminal Code that are violated. The notary's actions in issuing a Land Lease Deed, a Deed of Power of Attorney, and a Deed of Granting Mortgage Rights that result in the control of land in Indonesia by a foreign national are indeed contrary to the UUPA, UUJN, and the notary's code of ethics, but none of the notary's actions fulfill the elements of the Criminal Code. Regarding legal smuggling carried out by notaries, criminal law in Indonesia does not explicitly regulate legal smuggling carried out with the aim of indirectly granting Land Ownership Rights to foreign nationals.

3.1.5 Notary Accountability Reviewed from an Administrative Aspect Based on the UUJN and the Notary Code of Ethics

In general, the UUJN only regulates administrative sanctions for violations committed by notaries, but still provides protection to users of notary services regarding compensation in the form of fees, damages, and interest if the notary commits certain violations as regulated in the UUJN. The UUJN and the Notary Code of Ethics do not directly regulate sanctions for notaries who commit legal smuggling. However, if the case in this study is examined using the UUJN, then the notary in question is considered to have violated the Principle of Nationality in national agrarian law and therefore must be held responsible for his actions. Specifically, the notary has violated the following articles:

1. Article 16 paragraph (1) letter a UUJN which reads:

"In carrying out his/her duties, a notary is obliged to act in a trustworthy, honest, thorough, independent, impartial manner and to safeguard the interests of the parties involved in legal acts."

2. Article 16 paragraph (1) letter e UUJN which reads:

"Provide services in accordance with the provisions of this law, unless there is a reason to refuse it."

3. Article 3 number 4 of the Notary Code of Ethics reads:

"Act honestly, independently, impartially, with a full sense of responsibility, based on statutory regulations and the contents of the Notary's oath of office."

If a notary violates the provisions in the UUJN as per points 1 and 2 above, then the notary concerned must be responsible in the form of imposing administrative sanctions as regulated in Article 16 paragraph (11) of the UUJN. These sanctions include:

- a. written warning;
- b. temporary suspension;
- c. honorable dismissal; or
- d. dishonorable dismissal.

Meanwhile, for notaries who violate the provisions in the Notary Code of Ethics as in point 3 above, the notary concerned will be given sanctions based on Article 6 paragraph (1) of the Notary Code of Ethics in the form of:

- a. Warning;
- b. Temporary suspension from membership of the Association;
- c. Honorable dismissal from membership of the Association;
- d. Dismissal with honor from membership of the Association.

The imposition of administrative sanctions against notaries who commit violations as regulated in the UUJN and the Notary Code of Ethics is imposed by the Honorary Council of the Indonesian Notaries Association.

3.2. Notary Liability Settlement Mechanism Based on Criminal Law, Civil Law, and the Notary Code of Ethics

In the case of a notary committing a criminal act that causes loss to another party, this does not erase the civil relationship between the notary concerned and the other party who is harmed. The notary is still charged with civil liability based on the Civil Code. For example, in the case of a notary committing a criminal act in the form of falsifying an authentic deed or including false information in a deed, such actions violate Article 263 paragraph (1) of the Criminal Code, resulting in a party being harmed and demanding compensation. If the notary is only processed criminally, of course the injured party cannot receive compensation for the losses suffered. Therefore, the party who is harmed by the criminal act committed by the notary can file a claim for compensation based on the Criminal Code by combining the claim for compensation as regulated in Article 98 paragraph (1) of the Criminal Code which reads:

"If an act which is the basis of an indictment in a criminal case being examined by a district court causes harm to another person, then the presiding judge at the request

of that person may determine the consolidation of the claim for compensation with the criminal case."

This article creates a practical alternative compared to having to file a separate lawsuit in a civil case, which would certainly take longer because the examination is conducted separately. However, according to R. Soeparmono, as quoted by Rianda, combining compensation claims in criminal trials has a weakness because the compensation in question does not accommodate immaterial losses, where for immaterial losses, to obtain compensation, a separate lawsuit must be filed in a civil case. For non-material losses, namely immaterial losses, you will be forced to file another lawsuit with a separate ordinary civil suit, which may take a long time.

In practice, parties who are harmed by a criminal act committed by someone choose to file a civil lawsuit for compensation. Besides the fact that civil trials accommodate immaterial losses, not many victims are aware of their rights regarding the possibility of requesting a combination of compensation claims in criminal trials. In essence, criminal and civil trials can be conducted simultaneously, unless expressly stipulated regarding the postponement of the criminal case first until the civil decision is issued. For those expressly stipulated that the postponement of the criminal case first is the crime in Articles 284 and 332 paragraph (5) of the Criminal Code. Therefore, if a notary commits a crime such as violating the articles related to the notary's authority, then the mechanism for claiming compensation by the injured party can be through civil trials. The legal basis is Article 81 of the Criminal Code which stipulates that for criminal cases that contain pre-judicial disputes with civil cases simultaneously, but do not explicitly and absolutely order to postpone the examination and prosecution of the criminal case even though at the same time it is related to the civil case, then the trial can be carried out at the same time as the criminal trial.

The summons of a notary who is suspected of falsifying a deed for the purposes of an examination must be based on Article 66 paragraph (1) of the UUJN which states that investigators, public prosecutors, or judges are only permitted to summon a notary to attend an examination and take photocopies of the Minutes of the Deed and/or letters attached to the Minutes of the Deed or Notary Protocol in storage if they have received permission or approval from the Notary Honorary Council. No later than 30 days from the receipt of the application for a notary examination, the Notary Honorary Council in the relevant area must make a decision to reject or give approval for the purposes of the investigation. No later than 5 days after the application letter is received, the Notary Honorary Council must hold a meeting to follow up on the application. However, if the Notary Honorary Council decides not to follow up, it must notify the investigator, public prosecutor, or judge who submitted the request. If after 30 days the Notary Honorary Council has not responded, it is deemed to have accepted the request for approval to examine the notary in question.

The need for prior approval from the Notary Honorary Council is due to the notary's obligation to keep the contents of the deed confidential as stipulated in Article 18 paragraph (2) letter b of the Minister of Law and Human Rights Regulation Number 7 of 2016 concerning the Notary Honorary Council. This is a form of protection for the notary's obligation to keep the deed confidential. The importance of the confidentiality of the deed is due to the fact that an authentic deed is a legal document that serves as perfect evidence in court. Being said to be perfect evidence means that everything stated in the deed is considered true, unless there is another deed that proves that the contents of the first deed

are wrong. Therefore, it is important for a notary to always maintain the confidentiality of the contents of the deeds he makes. In relation to this matter, the notary, due to his position, is given the right to refuse (*verschoningsrecht*) as well as the obligation to refuse (*verschoningsplicht*), where this right can free the notary to provide information and statements regarding the contents of the deed he made, while the obligation to refuse means that the notary is obliged to refuse to provide information regarding the contents of the deed he made to other parties unless ordered by statutory regulations.

The notary's obligation to maintain the confidentiality of all information contained in the deed is also emphasized in the Civil Code and the Criminal Code, where based on Article 1909 paragraph (3) of the Civil Code, it states that all people who are competent to be witnesses are required to give testimony before a judge. However, anyone who, due to their position, work or office according to the law, is required to keep something secret, may be excused from their obligation to give testimony, but only solely regarding matters whose knowledge has been entrusted to them as such. Apart from that, Article 322 of the Criminal Code states that anyone who intentionally reveals a secret that he is obliged to keep because of his position or profession, whether present or former, is threatened with a maximum prison sentence of nine months or a maximum fine of nine thousand rupiah.

However, to limit this right of recusal, the Notary Honorary Council has the duty to act as a mediator between investigators, public prosecutors, or judges who wish to request information from a notary for examination purposes and the notary concerned. The Notary Honorary Council will first conduct an examination by hearing the information directly from the notary concerned before deciding whether to reject or grant permission to the investigator, public prosecutor, or judge who submitted the request. Thus, the existence of this right of recusal is a protection for the deeds made by the notary concerned, as well as the notary's obligations and protection for the public who use the notary's services.

Then, if there is a notary who is suspected of violating the provisions of the Notary Code of Ethics as when linked to the case in this study, the notary is considered to have violated the provisions in Article 3 number 4 of the Notary Code of Ethics which requires notaries to always act honestly, independently, impartially, with a full sense of responsibility, based on laws and regulations and the contents of the Notary oath of office in carrying out their duties, then they will be subject to sanctions based on the Code of Ethics. The one tasked with conducting the examination of notaries who are suspected of violating the Notary Code of Ethics is the Notary Honorary Council. If the Notary Honorary Council in the notary's area concerned receives a report regarding an alleged violation of the code of ethics, then within a maximum of 7 days from the time the report is received, the Regional Honorary Council is required to hold an ethics hearing regarding the violation of the notary concerned. If in the hearing the alleged violation is proven, then the hearing will also produce a decision. The results of the decision are then sent to the notary who committed the violation.

For sanctions given to a notary based on the results of a court decision, the notary concerned has the right to make self-defense efforts by filing an appeal against the decision of the Regional Honorary Council to the Regional Honorary Council and the final level effort to the Central Honorary Council. At the appeal level, the Regional Honorary Council is tasked with examining and deciding on alleged violations of the Notary Code of Ethics, while at the final level, the Central Honorary Council is tasked with examining and deciding. The period for filing an appeal is within 30 days from the decision from the

Regional Honorary Council received by the Central Honorary Council, Regional Management and Regional Management. Meanwhile, the period for filing the final level effort is within 30 days from the decision from the Regional Honorary Council received by the Regional Honorary Council, Central Management, Regional Management and Regional Management.

4. CONCLUSION

The responsibilities of a Notary consist of civil, criminal, and administrative responsibilities based on the UUJN and the Notary Code of Ethics. Civil liability occurs when a notary commits an Unlawful Act that causes harm to another party (Article 1365 of the Civil Code) where the act and the loss have a cause and effect. Criminal liability occurs when a notary violates Article 55 of the Criminal Code, Article 263 of the Criminal Code, Article 264 of the Criminal Code, and Article 266 of the Criminal Code. While administrative liability occurs when a notary violates the provisions in both the UUJN and the Notary Code of Ethics. In the case in this study, the notary in question can be charged with civil liability due to his actions that violate the principle of nationality of national agrarian law and fulfill the elements of an Unlawful Act and can be charged with administrative responsibility for violating Article 16 paragraph (1) letter a of the UUJN, Article 16 paragraph (1) letter e of the UUJN, and Article 3 number 4 of the Notary Code of Ethics.

Then, if there is a notary who is suspected of committing a criminal offense, the examination mechanism must first submit approval to the Notary Honorary Council. This is related to the notary's right to inquire and protection of the notary's obligation to keep the contents of the deed confidential as stated in Article 18 paragraph (2) letter b of the Minister of Law and Human Rights Regulation Number 7 of 2016 concerning the Notary Honorary Council. For notaries who commit criminal acts and violations of civil law, the trial can be carried out simultaneously, and for notaries who violate the Notary Code of Ethics, a trial will be held by the Notary Honorary Council.

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