www.bircu-journal.com/index.php/birci
Budapest International Research and Critics Institute-Journal (BIRCI-Journal)
Humanities and Social Sciences
ISSN 2615-3076 Online)
ISSN 2615-1715 (Print)
Budapest Institute

The Principle of Independence of the Notary as a General Officer in Cooperation Agreements with Private Banks

I Komang Yoga Semadi[1], I Nyoman Nurjaya[2], Rachmi Sulistyarini[3]
[1,2,3]*Universitas Brawijaya, Indonesia*
yogasemadi25@gmail.com

Abstract

This thesis is entitled "Principles of Independence as a General Officer in Cooperation Agreements with Private Banks" with 3 (three) main issues, namely: (1) What is the meaning of the Notary's Independence in exercising his authority as a Public Official based on Article 16 paragraph (1) letter a UUJN? (2) How is the urgency of the regulation related to the meaning of the Notary's Independence in carrying out his authority as a Public Official? (3) Is the "first party interest" clause in the cooperation agreement with Private Banks part of the notary independence? This research is a type of legal research with normative juridical research methods. Besides, this research uses a statutory approach and a conceptual approach. The results of this thesis research indicate that the independence of a notary can be interpreted as a notary must work properly and professionally according to the provisions of the legislation without any influence and coercion from other parties. The urgency of this meaning of Notary independence is to create legal certainty and facilitate the determination of sanctions to Notaries who violate the principle of Notary independence. The urgency of the meaning of the principle of independence of a Notary is to provide legal certainty.

Keywords
independence principle; notary; cooperation agreement with private bank

I. Introduction

Article 1 point (1) UUJN states that: Notaries are public officials authorized to make authentic deeds and have other authorities as referred to in this law or based on other laws. The need for Notary services in modern society is unavoidable. Notaries as public officials are appointed by the government and the government as a state organ appoints notaries not only for the benefit of the notary itself but also for the benefit of the wider community. The services provided by the Notary are closely related to the issue of trust (trust between the parties), meaning that the state gives great trust to the Notary and thus it can be said that giving trust to the Notary means that the Notary inevitably has to be said to have also assumed responsibility for it. This responsibility can be in the form of legal or moral responsibility.

Notaries play a role in carrying out some of the state's duties in the field of civil law and the Notary is qualified as a public official authorized to make an authentic deed, and the deed is a formulation of the wishes or desires of the parties as outlined in a Notary deed made before or by a Notary and other authorities as referred to in UUJN. Not only that, but the Notary is also obligated to keep secret, not only the things listed in the deed but also for everything that is notified or submitted to him as a Notary or known because of his position, even though it is not stated in the deed (in writing).

So based on the explanation above, a Notary must be independent and independent, the word independent in this case contains many meanings, including the following:

Budapest International Research and Critics Institute-Journal (BIRCI-Journal)
Volume 4, No 4, November 2021, Page: 12136-12145
e-ISSN: 2615-3076 (Online), p-ISSN: 2615-1715 (Print)
www.bircu-journal.com/index.php/birci
email: birci.journal@gmail.com

structural independence (institutional structural or institutional independence), functional independence (functional independence), financial independence (financial independence), and finally administrative independence." Even though the provisions of the Law on the Position of a notary are not explained further regarding this independent aspect as part of the phrase independent or not. The context of this independence and impartiality has deep implications for the change in the status of the notary itself.

However, regarding the Principle of Independence, it is unclear and the legal consequences that occur if a violation is carried out are not explained. Consequently, referring to the provisions of the UUJN and the Notary Code of Ethics, it does not explicitly prohibit Notaries from entering into agreements with any party. So that in practice to get clients, several Notaries offer cooperation to become partners of the Bank in making authentic deeds so that the Bank has several times provided recommendations for making the deed done to the notary concerned."

II. Review of Literature

Meaning of Notary's Independence as a Public Official in Cooperation Agreements between Notaries and Private Banks

Independence comes from the basic word independent which is given the prefix - and the suffix -an. The word independent means "in a state of being able to stand alone; not dependent on others". Based on the description carried out by the researcher, the phrase independence of a notary can be interpreted as a condition where a notary attack can stand alone without dependence on other people (parties).

The independence of a notary lies in its essence as a public official, only to confirm or relate or record in writing and authentically the legal actions of the parties concerned, the notary is not in it, he is an outsider, those who carry out the legal action are the parties who make the legal action as well as those bound in and by the contents of the agreement. The notary must know the limits of his authority and must obey the applicable legal regulations and know the limits of the extent to which he can act, what is allowed and what cannot be done. Notaries also need to work together with local governments and related parties to achieve legal goals, because basically, Notaries cannot do their jobs perfectly without the involvement of other parties.

Notary authority has been determined in the legal provisions of Article 15 UUJN. The regulated authority is to make:

a. Authentic deed;
b. Guarantee the certainty of the date of making the deed;
c. Save the deed;
d. Give gross;
e. A copy of the deed;
f. Deed quote;
g. Legalization of the deed under the hand;
h. Working;
i. Make a copy of the original letter underhand;
j. Validation of the compatibility of the photocopy with the original letter;
k. Legal counseling in connection with the making of the deed;
l. land deed;
m. Minutes of auction deed; or
n. Other powers are regulated in legislation.

The independence of a notary also means that in carrying out his duties, a notary is free from intervention or influence from any party. For example, in a cooperation agreement between a Notary and a Private Bank, the Notary in carrying out the cooperation is not permitted to lean towards the Private Bank by ignoring the interests and losses that may be experienced by his opponent in making an authentic deed. In other words, the Notary must work properly and professionally following the provisions of the legislation without any influence, and coercion from the Private Bank that cooperates with him. So that the deed made by the Notary does not cause a dispute for the parties who appear in the future, and no lawsuits are arising from the making of the deed itself and do not provide benefits for one party only.

III. Results and Discussion

3.1 The Urgency of Setting the Meaning of Notary Independence

Legal certainty is one of the objectives of the law which is written legal norms. Law without the value of certainty will lose its meaning because it can no longer be used as a code of conduct for everyone. According to Sudikno Mertokusumo, legal certainty is to provide guarantees so that the law can be carried out, and the rights granted by law and the decision can be implemented. Legal certainty is related to justice but is not always identical with justice, the difference is that the law has binding characteristics to everyone, is generalizes the rights of everyone, while justice has individualistic, subjective characteristics, and cannot generalize rights. That everyone has Legal certainty is closely related to the regularity of society and causes people to live with certainty so that they can carry out appropriate activities in society. Based on the provisions in Article 1 of the Criminal Code explains the principle of legality or legal certainty is realized if the rules have been contained in existing legislation to provide legal certainty for the implementers, as written in the norm which states "no action can be punished except for the rules in the regulations laws that existed before the act was committed." This means that legal certainty must be based on non-retroactive laws and regulations. Legal certainty is a state where regulations are made and promulgated in a clear, definite, and logical manner, what is meant is the absence of ambiguity or ambiguity, while logical is becoming a system of norms with other norms so that they do not clash or cause conflicting norms.

Legal certainty provides for clear, permanent, consistent, and consequent legal enforcement, the implementation of which cannot be influenced by subjective circumstances. Legal certainty in a country is the existence of laws that have been determined and truly apply as law, the decisions of judges are constant, and result in people who do not doubt the applicable law. Peter Mahmud Marzuki explained that legal certainty requires the law to be implemented and enforced firmly for every concrete event and there should be no deviation from fiat Justicia et pereat Mundus translated into law must be enforced even though the sky will fall. Gustaf Radbruch provides a basic contribution to the theory of legal certainty, with the basic ideas of law, namely justice, expediency, and legal certainty. Based on the opinion of these figures, it can be concluded that legal certainty requires regulations to protect the rights of citizens and there is clarity, does not cause contradictions, does not cause multiple interpretations and the law can be implemented, can guarantee the rights and obligations of every citizen following the culture of the people who live in it. The dominant culture or indigenous culture commonly influences the culture of the minority or the immigrant culture, and subsequently, the minority culture is affected by the dominant culture due to the cultural pressures of the culture itself (Pandapotan, 2020). Legal certainty is a means and infrastructure to realize justice and peace. The author uses this theory as an analytical knife to analyze the legal umbrella that regulates the authority of a notary in reporting suspicious financial transactions by the appeared, as well as to fill in the existing legal ambiguity related to the regulation related to the meaning of the independence of a notary in exercising his authority as a public official.

Concerning the legal certainty that must be achieved, the meaning of the phrase independence of a Notary is needed, one of which is to create a situation where the law is established for the people of the country in a clear, firm, and without a doubt in its implementation. Therefore, as the researcher has shown in the description of the meaning of the phrase independence of a notary, the law must be developed sustainably and adhere to the principles, as well as the making and development of the law must be related to each other, leading to a unity that does not conflict with each other. Legal certainty according to the author is very important because with legal certainty everyone can know what actions may or may not be done, so it will be easy to categorize an act that is contrary to or not with the applicable laws and regulations. This is intended as a reference to imposing sanctions on Notaries who violate the provisions of the legislation in this case related to the independence of Notaries. A sanction is a form of responsibility of the Notary who because of his actions causes harm to other parties. All actions of a Notary in carrying out his duties and obligations must be legally accountable, including with all forms of consequences subject to legal sanctions for violations of the underlying legal norms. This responsibility is not only in the process of making the authentic deed, until the realization of the authentic deed, but also arises after the authentic deed is formed, which creates legal problems, due to the invalidity of the deed. Notary liability also occurs if the Notary deviates or violates the requirements for making a deed which will result in the final deed being declared invalid. So, if the deed issued by the Notary is then degraded to a private deed, which is caused by the Notary's error due to violation of the requirements in its manufacture, it remains the responsibility of the Notary.

Aspects of the Notary's responsibility arise because of an error made in carrying out an official duty and the error causes harm to other people who request Notary services. against the law of the Notary can be accounted for, and the responsibility can be seen from the point of view of civil, administrative, and criminal law. So the legal consequences for violations committed by Notaries on the principle of Notary independence in carrying out their functions as regulated in the provisions of the UUJN are civil sanctions, which are sanctions that can be imposed on errors that occur due to default or unlawful acts onrechtmatige daad. This sanction in the form of reimbursement of costs, compensation, and interest is the result that will be received by the Notary from the lawsuit of the plaintiffs if the deed in question only has proof as a deed under the hand or the deed is null and void. Second, namely administrative sanctions, in addition to civil sanctions imposed on Notaries who have violated the law, administrative sanctions can be imposed on the Notary. Regarding administrative sanctions for Notaries who make mistakes, it can be seen in Article 85 of the UUJN that it is determined that there are 5 (five) types of administrative sanctions, namely: "oral reprimand, written warning, temporary dismissal, respectful dismissal, and a dishonorable discharge. These sanctions apply in stages starting from verbal warnings to disrespectful dismissals. The imposition of these sanctions is carried out only if the Notary is proven to have violated the provisions of certain articles as stated in Article 85 of the UUJN.

The third and last is criminal sanctions, the imposition of criminal sanctions against Notaries can be carried out as long as the limits as mentioned are violated, meaning that in addition to fulfilling the formulation of the violation stated in the UUJN, the code of ethics for the position of a Notary must also fulfill the formulation stated in the Criminal Code. The articles that are used to sue a Notary in carrying out his duties are the articles that regulate the crime of forgery of letters, namely Article 263, Article 264, and Article 266 of the Criminal Code. Based on the articles listed above, it turns out that a Notary as a public official can also be subject to criminal charges, both based on articles on falsification of letters and other articles related to his duties as a Notary, and even sentenced to imprisonment as long as the act it fulfills the elements of a criminal act contained in the article accused of a notary.

The author believes that the urgency of the meaning of the principle of independence of a Notary is closely related to legal certainty. Legal certainty is one of the objectives of the establishment of law, by interpreting the principle of the independence of the Notary, it will have an impact on the loss of the obscurity of norms in the rule of law, thus creating a general rule in which the rule makes individuals know what actions are permissible or permissible can't be done. The unclear rules regarding the principle of notary independence initially gave rise to multiple interpretations of these provisions, therefore to create harmony between the state and the people in orienting and understanding the legal system, it is necessary to have a meaning for these rules so that they can create clear and consistent rules. that can be understood by the public in general, and especially to the Notary as a public official related to the rule so that the Notary knows the actions that may and may not be done related to the existence of the principle of independence and also the Judge as the mouthpiece of the law so that he must understand the rule of law with the aim of not causing mistakes in deciding a legal case.

3.2 The First Party Interest Clause in the Cooperation Agreement with Private Banks as a Form of Notary Independence

The meaning of the independence of a Notary is reflected in carrying out his duties and positions, where the results of the work of the Notary itself (in the case of making an authentic deed, or in carrying out his authority as a Notary), the Notary works correctly and professionally following the orders of the Act, without any influence. and coercion, from other parties. So that the deed made by the Notary does not cause a dispute for the parties who appear in the future, and no lawsuits are arising from the making of the deed itself and do not provide benefits for one party only. So that in the cooperation agreement between the Notary and the Private Bank, the Notary in carrying out the cooperation is not permitted to lean towards the Private Bank by ignoring the interests and losses that may be experienced by his opponent in the authentic deed. In other words, the Notary must work properly and professionally following the provisions of the legislation without any influence, and coercion from the Private Bank that cooperates with him. So that the deed made by the Notary does not cause a dispute for the parties who appear in the future, and there are no lawsuits as a result of the making of the deed itself and does not provide benefits for one party only.

According to Black's Law Dictionary, an agreement is an agreement between two or more persons. This agreement creates an obligation to do or not do something in part. The essence of the definition contained in the Black's Law Dictionary is that a contract is seen as an agreement by the parties to carry out obligations, whether to perform or not in part. Article 1313 of the Civil Code stipulates that an agreement is an act whereby one or more persons bind themselves to one other person. This article explains simply the meaning of an agreement which describes the existence of two parties who bind themselves to each other. This understanding is not so complete, but with this understanding, it is clear that in the agreement there are parties who bind themselves to each other. According to Subekti, an agreement is an event where one person promises to another or the two people promise each other to carry out something. From this event, a relationship arises between the two people which is called an engagement. The agreement publishes an agreement between the two people who make it. In its form, the agreement is in the form of a series of words containing promises or abilities that are spoken or written.

Thus, the relationship between the engagement and the agreement is that the agreement issues the engagement. The agreement is the source of the engagement, in addition to other sources. An agreement is also called an agreement because the two parties agree to do something. It can be said that the agreement and the agreement are the same things. According to Sudikno Mertokusumo, an agreement is a legal relationship between two or more parties based on an agreement to cause legal consequences. That is, both parties agree to determine rules or rules or rights and obligations that bind them to be obeyed and implemented. The agreement is to cause legal consequences, namely to give rise to rights and obligations, so that if the agreement is violated there will be legal consequences or sanctions for the violator. Based on the opinions above, it can be concluded that an agreement is a legal relationship between two or more parties based on an agreement to give rise to rights and obligations. An agreement according to Article 1313 of the Civil Code is an act that occurs between one or more people binding themselves to one or more other people.

The definition is considered incomplete and too broad. The definition is said to be incomplete because it only refers to a one-sided agreement. Because of these weaknesses, J.Satrio proposed that the formulation of the meaning of an agreement be changed into an agreement, which is an act between one or two or more people who bind themselves to another person or where both parties bind themselves. J.Satrio distinguishes agreement in a broad and narrow sense. In the broadest sense, an agreement means any agreement that gives rise to legal consequences as desired (or deemed desired) by the parties, is intended. In a narrow sense, the agreement is only addressed to legal relations in the field of property relations as regulated in Book III of Civil law. Article 1320 of the Civil Code states that there are 4 (four) conditions for the validity of an agreement so that an agreement can be said to be valid, that is, it has been agreed upon by the parties, a certain object, and for reasons that are not prohibited by law more clearly, among others:

a. Their agreement that binds him

   The word agreement is a meeting or agreement of will between the parties in an agreement. Someone is said to give their consent or agreement if they want what they have agreed on.

b. The ability to make an agreement

   Article 1329 of the Civil Code states that everyone is capable of agreeing, except if according to the provisions of the law it is declared incompetent, among others: people who are not yet mature, those who are placed under guardianship, and women who have been declared married in the following cases: certain things that are determined by the rules of law.

c. A certain thing (object)

   An agreement must have an object, an agreement must be about a certain thing. A certain thing referred to in the legal provisions of Article 1320 of the Civil Code are the obligations of the debtor and the rights of the creditor. This means that certain things are related to what was promised, namely the rights and obligations of both parties in an agreement.

d. Causes that do not violate the law (halal)

Halal causes are regulated in Article 1337 of the Civil Code, according to Article 1337 the Civil Code, halal causes have the following criteria:

1. Not prohibited/not against the law;
2. Following good decency; and
3. Following public order.

So that in the cooperation agreement between the Notary and the Private Bank, the Notary in carrying out the cooperation is not permitted to lean towards the Private Bank by ignoring the interests and losses that may be experienced by his opponent in the authentic deed. In other words, the Notary must work properly and professionally following the provisions of the legislation without any influence, and coercion from the Private Bank that cooperates with him. So that the deed made by the Notary does not cause a dispute for the parties who appear in the future, and there are no lawsuits as a result of the making of the deed itself and does not provide benefits for one party only.

The notary's authority is indeed limited, but the consequences of living behavior in the community require that the notary is expected to be able to provide solutions in answering all legal problems that arise, based on his legal knowledge. Because based on the authority that exists in the Notary, it is time to be one step ahead in anticipating the progress of the times and carrying out renewal. Therefore, a Notary must be able to become a legal advisor for everyone who comes before him to provide advice and answers to legal problems that occur, along with the objectives to be achieved from the existence of a Notary Institution, which is to ensure certainty, order and legal protection for the community in the past. cross the laws of public life. Related to the authority of the Notary concerning making cooperation agreements with private banks, the researcher will explain in the next chapter.

The authority of a notary is attributive so that the authority of a notary is the authority given to him by the laws and regulations. The authority of the Notary is regulated in Article 15 paragraph (1) of the UUJN-P which states that: "The Notary has the authority to make authentic Deeds regarding all actions, agreements, and stipulations required by laws and/or desired by the interested parties to be stated in Authentic deed, guaranteeing the certainty of the date of making the deed, keeping the deed, providing Grosse, copies ,and quotations of the deed, all of this as long as the making of the deed is not assigned or excluded to other officials or other people as stipulated by law.

In addition, the Notary is also authorized to do the following:

1. ratify the signature and determine the certainty of the date of the letter under the hand by registering it in a special book;
2. to record a letter under the hand by registering it in a special book or called watermarking;
3. make a copy of the original letter under the hand in the form of a copy containing the description as written and described in the certain letters concerned;
4. validate the compatibility of the photocopy with the original letter;
5. provide legal counseling regarding the making of the deed;
6. make a deed related to land; or
7. make a deed in the form of minutes of the auction.

Based on the description above, it can be seen that making cooperation with private banks is not the authority of a Notary, but when viewed from the point of view of agreement law, especially in Article 1320 of the Civil Code which regulates the legal terms of the agreement, Notaries are legal subjects both in their positions and individually. . A person to be appointed as a Notary must be at least 27 (twenty-seven years old) as stipulated in Article 3 of the UUJN-P, therefore, has met the requirements in the form of the ability to agree. On the other hand, the private bank in question can be categorized as a legal entity established under Indonesian law, so that if the Notary and the private bank have agreed to agree with a certain principle, it can be said that the two objective conditions are agreement and skills as stipulated in the provisions Article 1320 points (1) and (2) of the Civil Code have been completely fulfilled.

The agreement made between a Notary and a private bank is a cooperation agreement so that it should contain the main points of cooperation agreed by the parties. The contents of the agreement consist of essential, natural, and accidental elements which are made in the form of articles. Furthermore, as the researcher has explained earlier that Notaries do not have special authority to cooperate with other parties including private banks, but in the laws and regulations in force in Indonesia, there are also no rules that specifically prohibit Notaries from making such cooperation. Therefore, the researcher believes that the cooperation agreement made between a Notary and a Private Bank does not contain clauses that are contrary to the provisions of the legislation as long as it is made with certain limitations by taking into account the powers, obligations, and prohibitions of the Notary.

3.3 Analysis of the First Party Interest Clause in the Cooperation Agreement between a Notary and a Private Bank as a Form of Notary Independence

The next legal requirement for the agreement is a certain object, in this case, the particular object is the points of cooperation made in the form of an article that explicitly describes the essential element, the natural element, and the accidental element. The essential element is the part of the agreement that must always be in an agreement, the absolute part, without which the agreement cannot exist. For example, the essentialia element in the cooperation agreement made between a Notary and Bank M is in the Article that regulates the scope of work, which states that: the scope of work submitted by the First Party to the Second Party as a Notary/PPAT Partner is the implementation of the credit binding process and binding guarantees in connection with the approval of the granting of financing facilities by the First Party to the Debtor, as well as other transactions between the First Party and other Third Parties which include but are not limited to: making a credit agreement deed and the accesoir deed; legalization/wormerkirg credit agreement and credit documents; making power of attorney to impose mortgage rights; making a deed of sale and purchase of land; making a deed of granting mortgage rights; mortgage registration; change the name and/or split the certificate on land; take care of increasing rights, extending rights, roya land rights certificates; certificate checking; making a deed of sale and purchase; making a deed of guarantee of lien; making a fiduciary guarantee deed; fiduciary registration; making a personal guarantee/corporote guarantee deed; and the creation of legal documents and other services.

The second element is the natural element which is part of the contents of the agreement which has been regulated by law but is re-arranged by the Parties in an agreement with a law that regulates or adds, as in the cooperation agreement made between a Notary and Bank M is the Article which stipulates that: "The Second Party is obliged to maintain all data, documents, information related to the implementation of the work, including but not limited to the Debtor data of the First Party and the Second Party is not allowed to notify and/or provide to any party and/or use for purposes other than the purposes of this Agreement without the prior written consent of the First Party." This is in line with Article 16 paragraph (1) letter f of the UUJN-P.

The last element is the accidental element, namely the part of the agreement added by the parties, the law itself does not regulate this. The fourth legal requirement is a lawful cause or cause, related to this condition the agreement made must not conflict with the laws and regulations so that an understanding of the first party's interest clause greatly affects the fulfillment of the legal terms of this last agreement the cooperation agreement made between a Notary and Bank M, then the legal requirements in the form of a halal cause have been fulfilled so that based on Article 1338 of the Civil Code, the agreement is binding and must be carried out carefully by the parties like a law. Therefore, this first-party interest clause must be carried out by a Notary, but on the other hand, Notaries are also charged with being independent in carrying out their positions.

The first party's interest clause does not violate the principle of independence of the Notary, so it can be said that the agreement made between the Notary and the bank with the first party's interest clause is valid as a law. This is because the agreement has fulfilled the legal requirements of the agreement in Article 1320 of the Civil Code, namely: parties who are capable of carrying out legal action, this element is fulfilled because the Notary is basically at least 30 (thirty) years old and is not under efficacy and the opposite party is a private bank classified as a legal entity so that according to law it is legal to act as a legal subject. The second condition is agreement or consensus, this element is evidenced by the signature of the Notary and the Bank as evidence if both parties have agreed to the contents of the agreement that has been made. A third condition is a certain object contained in the contents of the agreement which is cooperation made between a Notary and a Private Bank. The fourth and final element is the halal cause which as explained that the agreement made is a cooperation agreement with the first party interest clause which as previously explained does not have an element of a violation of the applicable legal provisions.

IV. Conclusion

a. Notary independence can be interpreted as a Notary must work properly and professionally following the provisions of the legislation without any influence and coercion from other parties. The urgency of this meaning of Notary independence is to create legal certainty and facilitate the determination of sanctions to Notaries who violate the principle of Notary independence.
b. The urgency of the meaning of the principle of independence of a Notary is to provide legal certainty. By interpreting the principle of independence of the Notary, it will have an impact on the disappearance of the obscurity of norms in the rule of law, thus creating a general rule in which the rule makes individuals know what actions may or may not be done. The unclear rules regarding the principle of notary independence initially gave rise to multiple interpretations of these provisions, therefore to create harmony between the state and the people in orienting and understanding the legal system, it is necessary to have a meaning for these rules so that they can create clear and consistent rules. that can be understood by the public in general, and especially to Notaries as public officials related to these rules so that Notaries know what actions can and cannot be done related to the existence of the principle of independence and also Judges as mouthpieces of the law so that they must understand the legal rules with the aim of not causing mistakes in deciding legal cases.
c. The first party interest clause does not violate the principle of independence of the Notary. This is because the first party interest clause is part of the Notary's prudence principle in the form of ensuring the formal correctness of the documents submitted by

the appeared as a condition for making an authentic deed. For this reason, regardless of whether or not the first party's interest clause exists, the Notary must still "examine the truth and/or validity of the documents used as the basis for making deeds related to the provision of financing facilities and/or other deeds" when making authentic deed relating to the provision of financing facilities by the Bank to its Customers.

References

Abdul Ghofur Anshori, Lembaga Kenotariatan Indonesia; Perspektif Hukum dan Etika, Cetakan Pertama, Yogyakarta: UII Press, 2009, hlm 43,

Ahmadi Miru dan Sakka Pati, Hukum Perikatan (Penjelasan Makna Pasal 1233 Sampai 1456 BW), Perseroan Terbatas Rajagrafindo Persada, Jakarta, 2011, hlm. 63.

Ebta Setiawan, Mandiri, Kamus Besar Bahasa Indonesia (KBBI) Kamus versi online/daring (dalam jaringan), https://kbbi.web.id/mandiri, diakses tanggal 18 Agustus 2021 jam 20.28 WIB.

Fransiskus Sinaga, Prinsip Kemandirian Notaris Dalam Pembuatan Akta Otentik, Tesis, Fakultas Hukum Universitas Sumatera Utara, 2013, hlm 34

Muhaimin, Abdul Mujid, dan Jusuf Mudzakir, Kawasan dan Wawasan Studi Islam, Jakarta: Kencana, 2005, hlm 34.

Pandapotan, S. (2020). Descriptive Study: Cross-Nation Marriage Family between Foreign Citizen and Local Citizen in Timbang Jaya Village, Bahorok Sub-District, Langkat Regency. *Budapest International Research and Critics Institute-Journal (BIRCI-Journal)* Volume 3, No 2, Page: 1499-1505.

Pasal 15 ayat (2) Undang-Undang Republik Indonesia Nomor 2 Tahun 2014 Tentang Perubahan atas Undang-Undang Republik Indonesia Nomor 30 Tahun 2004 Tentang Jabatan Notaris.

Perjanjian Kerjasama Nomor : 2021/DIR COMPLIANCE-Legal Counsel.

Putri A,R, Perlindungan Hukum Terhadap Notaris Indikator Tugas-Tugas Jabatan Notaris yang berimplikasi Perbuatan Pidana, Sofmedia, Jakarta 2011, hlm 5

Salim, HS, Perkembangan Hukum Kontrak Innominaat di Indonesia, Cetakan 1 (Pertama), Perseroan Terbatas Sinar Grafika *Publisher*, Jakarta, 2003, hlm. 16.

Sjaifurrachman, Aspek Pertanggung Jawaban Notaris Dalam Pembuatan Akta, Mandar Maju, Bandung, 2011, hlm 64,

Subekti, Hukum Perjanjian, cetakan 19, Intermasa, Jakarta, 2001, hlm. 1.

Sudikno Mertokusumo, Mengenal Hukum (Suatu Pengantar), Cetakan 1 (Pertama) Percetakan dan Penerbit Liberti *Publisher*, Yogyakarta, 1986, hlm. 97-98.

Theo Huijbers, Filsafat Hukum, Yogyakarta, Kanisius, 1995, hlm. 119.