

THE URGENCY OF ATTACHING FINGERPRINTS TO THE DEED MINUTES IN RELATION TO THE AMENDMENT OF THE NOTARY OFFICE LAW

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Abstract

The main objective of this research is to determine and analyze the legal certainty of fingerprint attachment in the Notarial Deed Minute and the related urgency and implications in the event of a dispute in the minute without fingerprint attachment related to the UUJN-P. The method used in this research is a normative juridical method with a focus on legislative approach and conceptual approach, using a technique of analyzing legal materials through description, systematic, interpretation, and argumentation. The results of this research indicate that changes in the regulation regarding the obligation to attach fingerprints in the UUJN-P need to be supplemented with implementing regulations in order to create legal certainty and minimize multiple interpretations in its application procedure. The attachment of fingerprints in the minute does not affect the authenticity of the deed, as the authenticity of a deed is determined by the fulfillment of Article 1320 of the Civil Code, Article 1868 of the Civil Code, and Articles 38-53 of the UUJN-P. In terms of proof, both the minute with fingerprint attachment and the minute without fingerprint attachment have the same evidentiary strength, as they are still considered authentic deeds. The attachment of fingerprints in the minute can serve as evidence in court proceedings to support the cautious principle of notaries in case of signature forgery.

Keywords: Notary, Fingerprints, Deed Minutes

1. INTRODUCTION

A Notary is a public official who is appointed and dismissed by the Minister, specifically the Minister of Law and Human Rights. The legal unification in the field of Notary is based on Law No. 30 of 2004 concerning Notary Position, also known as UUJN, for almost 10 years. Then, in 2014, changes were made to several provisions, resulting in Law No. 2 of 2014 concerning Notary Position, also known as UUJN-P. These changes were made because legal provisions must be flexible in adapting to the development of time, so they must always evolve to be in line with the lives of the community. After the implementation of UUJN-P, a Notary is bound by specific rules when performing their duties. Article 1 paragraph (1) of UUJN-P states that "A Notary is a public official who has the authority to create an authentic deed and has other authorities as referred to in this Law or based on other Laws." Therefore, based on this, in providing services to the government and the public in the field of law, a Notary acts as an extension of the government, with the function of having authority over the authentic deeds they create in order to achieve legal certainty and legal protection for the community. The creation of authentic deeds is a state effort to achieve legal certainty and justice in order to realize the rights of citizens, including constitutional rights (Iryadi, 2018).

In creating authentic deeds, a notary is required to undertake the steps of Constatir, Constituir, and Verleijden. These three steps must be performed by a notary to ensure that the deed produced is valid, in accordance with the legal provisions, to become an authentic deed and not lose its authenticity in the future. Authentic deeds are specifically

regulated in Article 1868, which stipulates that "*an authentic deed is a deed made in the form prescribed by the law by or before a public official authorized at the place where the deed is made.*" Authentic deeds are essentially expected to contain formal truth so that they can serve as the strongest evidence and have perfect probative force. The types of authentic deeds can be distinguished into two kinds as follows:

1. *Relaas* Deed, which is an authentic deed made by a public official, recorded or written by a notary regarding everything discussed by the parties.
2. *Partij* Deed is a deed made by providing the desired information and direct statements by the parties before a notary at the request of the parties and recorded through a Notary Deed.

The assurance of certainty and legal protection through a notary represents a concrete effort by the government to minimize deviations in actions, events, or legal relationships within society. In practice, a notary has the obligation to ensure the identity of the parties involved and that what they convey in their acts is accurately reflected according to their intentions and understood by all parties. This involves reading aloud the contents of the deed to ensure clarity for the involved parties and obtaining their signatures to signify their agreement with its contents. Article 1 number 8 of the UUJN-P (Law on Notary) stipulates that "*the deed minutes are the original deed containing the signatures of the parties, witnesses, and the Notary, which are kept as part of the Notary Protocol.*" The signing of the parties on the notarial deed signifies their intention that the document, in legal terms, is considered their own writing, and they are willing to accept the rights and obligations arising from it as responsibilities to be fulfilled. These efforts are made to protect the parties from issues such as identity fraud that may lead to disputes in the future. In a dispute during the litigation stage, where this plays a crucial role in evidence presentation, written documentation can significantly aid in resolving a case. Therefore, such evidence, in the form of an authentic deed, can be utilized effectively in legal proceedings (Rahmawati, 2019).

In Article 44 paragraph (1) of the Law on Notary (UUJN-P), it is regulated that "*after the deed is read, it shall be signed by each party, witness, and Notary, except if a party is unable to sign and states the reason.*" Furthermore, in Article 16 (1) letter c of the UUJN-P, it is stipulated that "*in performing their duties, a notary must affix letters, documents, and the fingerprints of the parties to the Deed Minutes.*" Fingerprints are the impressions of fine lines with specific patterns that are unique to each individual's hand, intentionally taken and stamped with ink by the Notary's officer.

However, the provision in Article (1) letter c of the UUJN-P does not provide detailed regulations regarding the significance of affixing fingerprints. There is ambiguity regarding the form and procedure for taking the fingerprints of the parties to be affixed to the Deed Minutes, as well as how to proceed if a party has physical limitations in their fingers or toes, preventing them from affixing their fingerprints to the sheet attached to the Deed Minutes.

If a party explains their limitations in signing, the Notary must explicitly mention the reason for this hindrance, which should be included in the closing or concluding part of the deed. The implementation of the legal provision itself remains ambiguous, particularly regarding which part of the finger the fingerprint refers to and its attachment in different writing formats used by each Notary. Therefore, the regulation in this article

continues to generate various opinions, both in favor and against, from various perspectives. Regarding the explanation of the provision regarding the application of fingerprint attachment in the UUJN-P regulations, it does not clearly address the inclusion and attachment of fingerprints but is merely stated as "sufficiently clear" in the explanation of the UUJN-P provision.

There have been several studies examining the attachment of fingerprints in a deed minutes. The first study, conducted by Novelin & Sarjana (2021), which focused on which finger is used and whether it can be done for parties capable of signing or only for parties unable to sign, as well as the consequences if the Notary attaches or records the fingerprints of the parties inconsistently. The second study, conducted by Dewi & Ibrahim (2020), which focused on what actions the Notary can take if a party has a finger defect or an incident causing damage to the fingerprints, rendering them unable to affix their fingerprints in the Deed Minutes, and what legal consequences arise if this occurs.

Upon careful comparison, these two studies have fundamental differences in their discussion topics compared to the topic of this study. This writing is focused on the legal certainty and urgency of attaching fingerprints in Deed Minutes. Therefore, in conducting a legal research study, it is evident that this writing has its own originality.

The purpose of this writing is to analyze, identify, and elaborate on the legal certainty of attaching fingerprints in Notary deed minutes related to UUJN-P and the urgency and implications if disputes arise in the deed minutes without fingerprint attachment related to UUJN-P.

2. RESEARCH METHOD

The research method employed in this paper is normative juridical legal research. This research focuses on examining aspects within the norms themselves. The research method involves a legislative approach and a conceptual approach with three sources of legal materials: primary legal materials such as legislation, in this case, Article 16 paragraph (1) letter c of the Law on Notary (UUJN-P); secondary legal materials such as books, scholarly works, and tertiary legal materials serving as explanations of the primary and secondary legal materials, such as encyclopedias or dictionaries. Descriptive, systematic, interpretative, and argumentative techniques are utilized in analyzing these legal materials. To analyze the answers to the issues raised in this research, a descriptive analysis approach is employed.

3. RESULTS AND DISCUSSION

3.1. Legal Certainty of Fingerprint Attachment in Notary Deed Minutes in relation to the amendment of the Notary Office Law

As societal awareness of the importance of documenting agreements and significant events in the form of deeds signed by the parties and witnessed by officials and witnesses has increased (Tjukup et al., 2016), the need for such documentation has become more apparent. One of the authorized officials to record events for evidentiary purposes is the Notary. Specifically, the form of deeds created by a Notary, as a material requirement, is mandated by Article 1320 of the Civil Code, which stipulates that for a valid agreement to occur, four conditions must be met:

1. Agreement by those binding themselves,

2. Capacity to enter into an agreement,
3. A specific subject matter,
4. A lawful cause.

Once the requirements for the validity of an agreement, as outlined in Article 1320 of the Civil Code, have been fulfilled, the authentic deed must also satisfy the elements required by Article 1868 of the Civil Code, which states that "*An authentic deed is a deed made in the form prescribed by law by or before a public official authorized for that purpose at the place where the deed is made.*" From the wording of this article, we can ascertain that a deed can be deemed authentic by meeting three criteria:

1. Made in the form prescribed by law,
2. Made before an authorized public official,
3. Made at the place or jurisdiction of the public official creating it."

The public official referred to above is also regulated in the Law on Notary Public (UUJN-P), Article 1 number 1, which states, "*A Notary is a public official authorized to create authentic deeds and has other authorities as stipulated in this Law or based on other laws.*" The formal requirements regarding the form and nature of deeds created by Notaries themselves are clearly defined in Articles 38-53 of the UUJN-P, with Article 38 specifying that every deed consists of:

1. The beginning of the deed or the header, which includes the title, number, time, day, date, month, year, full name, and position of the Notary,
2. The body of the deed, which includes the comparison of the deed, the identities of the parties, their legal standing or authority to act, the premises of the deed, the contents of the deed, and the identities of identifying witnesses,
3. The end or the closing of the deed, which includes the reading, signing, and witnessing of the deed instrument, as well as information on changes and replacements (*renvoi*).

Furthermore, Article 15 paragraph (1) of the Law on Notary Public (UUJN-P) also stipulates that "*A Notary is authorized to create authentic deeds concerning all actions, agreements, and determinations required by regulations and/or desired by interested parties to be declared in authentic deeds.*" Therefore, from the explanation above, we can understand that a deed created before a notary, meeting the formal requirements for the validity of agreements as outlined in Article 1320 of the Civil Code and in the form prescribed by the UUJN-P, is considered authentic in accordance with Article 1868 of the Civil Code. The formal requirements must be fulfilled by the notary to ensure that the parties are present before the notary, as stated in the beginning of the notarial deed. If all procedures, methods, and requirements are met, the deed created before the notary binds those who create it, including their heirs, while the material aspects of the notarial deed have certain limitations. These limitations are in accordance with what is seen, heard, declared, and explained by the parties to the Notary.

Regarding an authentic deed, the strength of such a deed made before a Notary holds perfect evidentiary power, in accordance with Article 1870 of the Civil Code, which states, "*For the interested parties and their heirs, as well as for those who acquire rights from them, an authentic deed provides perfect evidence of its contents.*" The Notary is

bound by the principle of material truth within the perspective of formal truth. Therefore, the Notary holds responsibility for the documents recorded in the deed minutes materially, limited by the statements of the parties. If the data provided by the parties is falsified, then the responsibility falls on the parties themselves. To minimize the occurrence of data falsification in deed creation, the Notary is obligated to take three steps:

1. *Constatir*: This step involves qualifying empirical facts as legal facts, providing legal guidance if necessary regarding legal events, legal actions, or legal relationships conducted by the parties before the Notary.
2. *Constituir*: This step involves determining the actual type of action that occurred among the parties and determining the appropriate type of deed desired by the parties before the Notary.
3. *Verleijden*: This step involves drafting the deed minutes, reading and explaining the contents of the deed, reading and signing the deed minutes together with the parties, witnesses, and the Notary, followed by issuing a copy of the deed.

The three points above must be observed and implemented by the Notary when creating deeds to ensure that the interests of the parties requesting the Notary's services remain protected without violating existing rules and are not carried out for the Notary's own interests. This is because the Notary is not permitted to protect their own interests through the legal products they create (Kusuma, 2021).

Article 16 paragraph (1) letter c of the Law on Notary Public (UUJN-P) regulates that the Notary has the obligation to affix letters, documents, and fingerprints of the participants to the Notarial deed minutes. The unique patterns of fingerprints, which vary from person to person, are utilized to prove the authenticity of someone's identity (Dewi & Ibrahim, 2020). Before the enactment of the UUJN-P, the background of fingerprint attachment to deeds was solely determined by the Notary, using interpretation to decide on the application of fingerprints to deeds that could not be signed by the participants (Novelin & Sarjana, 2021). With the enactment of Article 16 paragraph (1) letter c of the UUJN-P, legal certainty aimed at ensuring certainty was not achieved but instead led to multiple interpretations due to the lack of explanation regarding its application procedure. Ambiguity regarding the method and technical mechanisms of fingerprint attachment causes Notaries to have various interpretations because the explanation in the article is stated to be clear enough. Some argue broadly that fingerprints include all ten fingers, while others argue that only the thumbs are required (Abhirama, 2018). In practice, the process of fingerprinting is carried out at the time of deed signing, affixed to a blank sheet with the participant's name, and then attached to the deed minutes. The clear explanation provided in the article and the absence of a clear mechanism make Notaries inconsistent in applying the obligation of fingerprint attachment to deed minutes.

Article 44 paragraph (1) of the Law on Notary Public (UUJN-P) stipulates that "*immediately after the deed is read, it shall be signed by each participant, witnesses, and the notary, unless a participant is unable to sign by stating the reason.*" If there are constraints in the preparation of a deed such as parties unable to sign due to circumstances beyond their control, such as illiteracy or physical limitations, it must be clearly stated in the closing section of the deed. In notarial practice, there is a term known as "*Surrogaat*," originating from Dutch, meaning "*substitute*" (Larashati, 2023). Surrogaat is a statement written by the Notary based on direct statements from the parties as participants, as a

substitute for the signature when the participant is unable to sign due to certain circumstances, and is emphasized at the end of the Notary's deed (Azis et al., 2021). Since the function of the participant's fingerprint before the enactment of the UUJN-P was as a substitute for the signature, the fingerprint is affixed directly to the deed minutes immediately after the relevant deed is read, not on a separate sheet attached to the Notary's deed minutes. The finger used to affix the fingerprint varies for each Notary; some use all their fingers, while others use only the thumbprint of the right/left thumb. This fulfills the provisions of Article 44 paragraph (1) and Article 16 (1) of the UUJN, making the deed thus created an authentic deed, as referred to in Article 1868 of the Civil Code, because it serves as evidence that the parties have indeed agreed to the contents of the deed according to their wishes expressed to the Notary. It is correct that the affixation is done on the same sheet as the deed text, not on a separate sheet from the Notary's deed minutes.

Legal certainty is a fundamental principle in law. In its theory, the law, in its certainty, requires that rules must be formulated in written form. Based on this theory, it is understood that law cannot be separated from certainty because law without certainty cannot provide truth and justice for everyone, which is the essence of the law itself. The differences in interpretation regarding the meaning and technical aspects of fingerprint attachment create doubts in implementing the correct rules, thus failing to create clear legal certainty. Notaries, in creating authentic deeds, must provide legal certainty, protection, and order. The responsibility of a Notary is not only in the process of creating authentic deeds but also when disputes arise from errors made by the Notary upon the formation of authentic deeds. Therefore, regarding the provisions of Article 16 paragraph (1) letter c of the Law on Notary Public (UUJN-P), there is a need for clarification and implementing regulations regarding the procedure for applying fingerprints in deed minutes to ensure harmonization in the application of fingerprint attachment in deed minutes created by Notaries.

3.2. Urgency and Implications in the Event of a Dispute on the Minute of Deed Without Fingerprint Attachment related to the Amendment to the Law on the Office of a Notary

The Notarial Deed inherently possesses inherent strength, namely: "*complete (volledig bewijskracht) and binding (bindende bewijskracht), which means that if the evidence of the Authentic Deed presented meets the formal and material requirements, and the opposing evidence presented by the defendant does not diminish its existence, then it inherently carries the power of perfect and binding proof (volledig en bindende bewijskracht). Thus, the truth of its contents and statements becomes complete and binding to the judge, who must consider it as the basis of perfect and sufficient facts to render a decision on the disputed matter.*" The principle of *acta publica probant sese ipsa* serves as a basis for proving authentic deeds. This principle means that if an authentic deed visibly fulfills certain criteria stipulated, it is considered authentic until proven otherwise. Hence, a notarial deed possessing such perfect proof power can be degraded to a private document in its probative force if proven otherwise. Degradation can be understood as a decline or lowering in quality or moral standards towards a lower level; concerning notarial deeds, it signifies a decline in quality, meaning that if a notarial deed is proven to have legal defects, it requires other evidence to support its validity

(Purnayasa, 2018). The evidential value of a notarial deed consists of three aspects (Sasauw, 2015):

1. **Manifest Evidential Power:** The ability of the deed to prove itself as an authentic deed until proven otherwise, meaning until someone can prove that the deed is not authentic through evidence. Parameters used to determine an authentic deed can be observed outwardly through the form of the deed, from its title to its conclusion, which can be determined by relevant officials such as Notaries, Subdistrict Heads, etc.
2. **Formal Evidential Power:** The evidential power of the deed itself to prove that it has been made in accordance with legal requirements, for what it is declared for, and for what is stated in the deed is the truth witnessed by the official who made it. If a party denies, it must prove the falsehood formally, such as the day, date, time, parties present, and the falsehood of what was seen, heard, or witnessed regarding the legal events in the deed.
3. **Material Evidential Power:** The evidential power of what is explained by the parties in front of the Notary must be evaluated as true and genuine and becomes the responsibility of the parties themselves. What is stated therein constitutes valid evidence for the parties who made it, their heirs, and third parties who obtain rights from them.

If an authentic deed fails to meet one of the three evidential aspects mentioned above, then it is degraded to a private deed. Misuse of will is often cited as a reason for the degradation of a deed. This is not only caused by clauses prohibited by the law but also by defects in the will of the parties involved (Arifin, 2017). If there is misuse concerning a will, which is a subjective requirement of an agreement, where the abuse of a situation is used by one party, this will prevent the other party from expressing their will freely. Thus, a defect in the will occurs if there is abuse of will, which will have legal consequences for an agreement, resulting in legal consequences, namely the request for cancellation, either in part or in whole, of the contents of the agreement, which can be done by the judge or the party who suffered a loss. Regarding this matter, the agreement still binds the parties involved as long as the agreement has not been canceled (Saputra, 2016). Judges base their decisions on evidence regulated in Article 1866 of the Civil Code, namely:

1. **Documentary evidence**
Documentary evidence can be used as evidence, whether originally intended as evidence or not, but later used as evidence. According to Sudikno Mertokusumo, documentary evidence consists of two types: authentic deeds and private deeds, as well as ordinary documents. Ordinary documents are documents not originally intended as evidence but can be used to prove a case in court.
2. **Testimony of witnesses**
Witness testimony should relate to events witnessed, heard, or directly experienced. If a witness provides testimony outside of what they have seen, heard, or experienced themselves and intentionally provides false testimony, they can be prosecuted and punished.
3. **Presumptions**

The evidential power through presumptions is determined by the judge's discretion regarding how much weight to give to the presumptions obtained during the examination of the case.

4. Confession

The authority to make proof through confession lies with oneself and intermediaries specifically authorized. Confessions made by parties or their representatives can be made in or out of court.

5. Oath

Conceptually, proof by oath is done through statements or testimony given in the name of God to convey the truth.

According to Article 16, paragraph (1) letter c of the UUJN-P, fingerprints are only attached and not directly affixed to the minute deed, so the attachment of fingerprints to other appendices does not affect the authenticity of the deed, which in this case is created by or in the presence of a Notary and the Notary's deed only becomes a document (Kusuma, 2021). Wherein the document becomes a supporting document that is integrated with the minute deed. Moreover, the notary's obligation regarding the attachment of fingerprints to sheets that are not part of the minute deed depends heavily on the availability of the appearing parties. If the appearing parties refuse or object to imprinting their fingerprints, then the Notary can only exercise their authority in accordance with Article 15, paragraph (2) letter e, which is to "provide legal guidance in connection with the making of the deed". Meanwhile, the notary will receive administrative sanctions in the form of oral or written warnings from the Regional Supervisory Council for not complying with the provisions according to the applicable law. Regarding the deed they produce, it remains valid and has perfect evidential power because fingerprints cannot be used as a preventive measure if, in the future, the appearing parties deny their signatures on the minute deed. The attachment of fingerprints in the minute deed can only be an effort to implement the prudence principle by the Notary. The making of a deed certainly needs to be carefully considered, related to a principle of caution where in the implementation of this principle of caution, it is necessary to be familiar with the complete identities of the parties or appearing parties, always acting in this matter with utmost care. In the drafting of the deed, the notary must be careful and thorough, and all the requirements for making the deed must be understood correctly and carefully, with the aim being none other than to minimize any legal issues from the authentic deed in the future (Warsito & Adriansyah, 2022). Because the truth of the appearing party's signature on the notary's minute deed, which has perfect evidential power in this case in its perfect form, cannot be relied upon for its accuracy on the fingerprints made only as a document underhand. When related to the authenticity of the deed, a deed that does not have its fingerprints attached in a notary's minute deed still remains an authentic deed that has legal force where the proof is of a perfect nature.

If a dispute arises where the parties deny the signature of one of the appearing parties on the authentic deed, which is suspected to be a forgery, then it falls into the qualification of the crime of forgery, which is within the domain of criminal law. This is not the duty of the Notary, but rather the duty of law enforcement. The duty of the notary is only to create authentic evidence in the form of a deed that guarantees formal correctness, not material truth, which falls under the realm of criminal law. Regarding its

proof in court, the notarial deed attached with fingerprints remains an authentic deed, and the fingerprints as documents from the notary can be used by the judge as additional evidence/supporting evidence in the form of a letter. The role of fingerprints as evidence in this case is closely related to a preliminary evidence (Arthadana, 2015). Because the judge must review the facts in a case through legal arguments presented to reach a conclusion in the decision of a case. The fingerprints attached to the notarial minute deed combined with legal arguments can be considered as a consideration in the implementation of legal principles that have binding nature as the main reason for a decision (*ratio decindendi*). Considered as a ratio in this case, it relates to that principle, the source of which comes from the judge's decision, where the judge's decision must be based on facts, which according to the judge, constitutes a material (Momuat, 2014).

4. CONCLUSION

The attachment of fingerprints in Notary Deed Minutes concerning the UUJN-P does not yet reflect legal certainty due to the explanation provided in the Law, which is deemed sufficiently clear without further elucidation or mechanisms and procedures for its implementation. This ambiguity leads to various interpretations, necessitating the establishment of implementing regulations regarding fingerprint attachment in deed minutes to accommodate the application of fingerprint attachment. In the event of a dispute, evidence presented in court regarding notarial deeds with attached fingerprints or notarial deeds without attached fingerprints still holds the same probative force as authentic deeds. This is because perfect evidence is not determined solely by fingerprints attached to the deed minutes but rather by the deed's contents as recorded by the notary, with the fingerprints serving as documentary evidence. However, in the event of a dispute, the attached fingerprint appendices can be used by the judge as supporting evidence to be considered in adjudicating a case, as notaries only seek formal truth based on the information provided by the parties when appearing before them, in accordance with the data provided.

REFERENCES

- Abhirama, D. S. (2018). Makna Pelekatan Sidik Jari Dalam Minuta Akta Notaris. *Rechtidee*, 13(2), 182–201.
- Arifin, M. (2017). Penyalahgunaan Keadaan Sebagai Faktor Pembatas Kebebasan Berkontrak. *Jurnal Notarius*, 3(2), 61–75.
- Arthadana, M. G. (2015). Peranan Sidik Jari dalam Mengungkap Pelaku Tindak Pidana di Tingkat Penyelidikan Polda Bali. *Jurnal Magister Hukum Udayana*, 4(4), 44201.
- Azis, R., Riza, M., & Pati, S. (2021). Prinsip Kehati-Hatian Notaris Dalam Pembuatan Surrogate Tanda Tangan Dalam Akta Notaris. *Jurnal Justitia: Jurnal Ilmu Hukum Dan Humaniora*, 8(5), 931–942.
- Dewi, W. W., & Ibrahim, R. (2020). Kekuatan Hukum Pelekatan Sidik Jari Penghadap Oleh Notaris Pada Minuta Akta. Udayana University.
- Iryadi, I. (2018). Kedudukan Akta Otentik dalam Hubungannya dengan Hak Konstitusional Warga Negara. *Jurnal Konstitusi*, 15(4), 796–815.
- Kusuma, I. M. H. (2021). Problematik Notaris Dalam Praktis (Kumpulan Makalah).

Bandung: Alumni.

- Larashati, G. A. M. (2023). Pertanggungjawaban Notaris Terhadap Keabsahan Akta Autentik Yang Menggunakan Surrogate. *MORALITY: Jurnal Ilmu Hukum*, 9(1), 84–93.
- Momuat, O. M. (2014). Alat Bukti Tulisan Dalam Pemeriksaan Perkara Perdata Di Pengadilan. *Lex Privatum*, 2(1).
- Novelin, T., & Sarjana, I. M. (2021). Peran Notaris Dalam Penentuan Pembubuhan Sidik Jari Penghadap Dalam Minuta Akta. *Artikel Ilmu Hukum*, Bali.
- Purnayasa, A. T. (2018). Akibat Hukum Terdegradasinya Akta Notaris yang Tidak Memenuhi Syarat Pembuatan Akta Autentik. *Acta Comitatus: Jurnal Hukum Kenotariatan*, 3(3), 395–409.
- Rahmawati, R. (2019). Implementasi Kewajiban Notaris untuk Melekatkan Sidik Jari Para Penghadap pada Minuta Akta. *Sasi*, 25(1), 1–12.
- Saputra, R. (2016). Kedudukan penyalahgunaan keadaan (misbruik van omstandigheden) dalam hukum perjanjian Indonesia. Gadjah Mada University Press.
- Sasauw, C. (2015). Tinjauan Yuridis Tentang Kekuatan Mengikat Suatu Akta Notaris. *Lex Privatum*, 3(1).
- Tjukup, I. K., Layang, I., Nyoman, A. M., Markeling, I. K., Dananjaya, N. S., Putra, I., & Tribuana, P. A. R. (2016). Akta Notaris (Akta Otentik) Sebagai Alat Bukti Dalam Peristiwa Hukum Perdata. *Acta Comitatus*, 2, 180–188.
- Warsito, H., & Adriansyah, H. (2022). Prinsip Kehati-Hatian Dalam Membuat Akta Oleh Notaris. *Repertorium: Jurnal Ilmiah Hukum Kenotariatan*, 11(1), 24–33.

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