Jurnal Bina Mulia Hukum

Contents lists available at Sinta 2

JURNAL BINA MULIA HUKUM

Publisher by Faculty of Law, Universitas Padjadjaran

https://jurnal.fh.unpad.ac.id/index.php/jbmh



Notary's Obligations in Maintaining the Confidentiality of Deeds in Indonesia and in the state of California, United States

I Made Mulyawan Subawa [a*]

[a] *Faculty of Law, Universitas Mahendratta, Denpasar, Indonesia.*
**Corresponding Author: mulyawan@universitasmahendradatta.ac.id*

ARTICLE INFO

Volume 11, Number 1,
September 2026 (87-104)
DOI: https://doi.org/10.24198/jbmh.v11n1.2471
P-ISSN: 2528-7273
E-ISSN: 2540-9034

Article History:
Submitted: 17/10/2025
Revised: 20/04/2026
Accepted: 13/07/2026
Published: 23/09/2026

Plagiarism Report: 14%
AI Written: 12%

Keywords: confidentiality; deed; notary.

ABSTRACT

Maintaining deed confidentiality is essential for notaries, providing legal protection and preserving public trust in the profession. Violations of confidentiality can harm the parties involved and damage the integrity of the notarial institution, underscoring the need for strict adherence to confidentiality obligations by notaries. This study analyzes notarial authority in Indonesia and the United States, focusing on confidentiality obligations for deeds and the legal consequences of their violation. This research highlights comparison between the powers of notaries in Indonesia and the United States. This study uses a normative juridical method with a statutory approach, drawing data from a literature study of primary, secondary, and tertiary legal materials. The authority and responsibilities of notaries in Indonesia are regulated in the Notary Law, which establishes as public officials with the task of making authentic deeds and maintaining their confidentiality, including minutes, copies, and related information, unless otherwise specified by law or the Notary Honorary Council. In the United States, although not federally regulated, notaries are still bound by ethics codes and state laws to maintain the privacy of client documents and securely maintain journals.

INTRODUCTION

Notaries are a profession that is not only important in the legal realm but also in the social order, ensuring the protection of rights and the fulfilment of obligations within a society. Notary is also one of the oldest legal professions in the world,[1] which has existed even since ancient Egyptian times.[2] Its roots can be traced back to ancient Rome, where official documents, instruments, and other written documents played a crucial role. These documents were protocols issued by the administration, while less important daily activities were recorded in so-called house books, i.e., records. In the post-classical period, notaries were mostly slaves, freed slaves, and very rarely freedmen, whose job was to transcribe political speeches. During this period, they were not required to have legal training, nor were they controlled by the state. However, by the third century, it was

[1] Y Nizwana and Y Fransiska Duri, "Tanggung Jawab Notaris terhadap Legalisasi dan Waarmeking Akta di Bawah Tangan Menurut Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris," *Jurnal Sarak Mangato Adat Mamakai* 5, no. 2 (2020): 19–27, doi:https://doi.org/10.36665/sarmada.v5i2.157.
[2] Kostiantyn Gusarov, et al., "Preventive Function of a Notary in the Legal System of Society," *Documenta et Instrumenta* 2, no. 1 (2023): 111–26, doi:https://doi.org/10.5209/docu.88106.

common for notaries to serve as secretaries to the emperor or to the church administration. During this period, notaries were treated as senior officials.[3]

Notary institutions entered Indonesia in the early 17th century with the presence of the *Vereenigde Oost Ind. Compagnie* (VOC).[4] The needs of residents and traders in Jakarta for the legal force of agreements and legal certainty in trade transactions, led to the appointment of a Public Notary, called Notarium Publicum, dated August 27, 1620, namely Melchior Kerchem.[5] The Civil Code (KUHPerdata) and the colonial legal administration system introduced the concept of notaries to the Dutch East Indies. Notaries functioned as officials authorized to create authentic deeds and maintain legal integrity in civil transactions.[6]

The primary regulations governing the office of Notary in the state of California, United States are outlined in the Uniform Law on Notarial Act (ULONA). This legislation has governed notarial services in the country since its drafting in 1982 and ratification in 1983. This legislation was later amended to become the Revised Uniform Law on Notarial Act (RULONA), which was ratified in 2021.[7] Each state in the United States has its own notary laws.[8] In the United States, notaries typically provide advice and prepare documents, particularly those relating to treaty relations with foreign countries. In the United States, the law limits notaries to issuing deeds and prohibits them from extending this authority.[9]

In contrast to the United States, the authority of a notary in Indonesia lies in the authority to make deeds, which is regulated in Article 15 of the Republic of Indonesia Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary.[10] The authority of a Notary in making authentic deeds includes the making of agreements and stipulations, where the making of agreements and stipulations is required by statutory regulations or there is a desire from the parties concerned to be stated in an authentic deed.[11]

---

[3] Dalibor Kristinic and Sara Zarubica, "Enforcement of Public Notary Documents," *Law Theory & Practice*, no. 38 (2021): 42.
[4] I Gusti Made Ardianta, Aris Munanda, and Djumardin, "Analisis Yuridis Hak Ingkar Notaris terhadap Kerahasiaan Isi Minuta Akta Notaris Berdasarkan UUJNP dan Kode Etik Notaris," *Jurnal Risalah Kenotariatan* 4, no. 2 (2023).
[5] Raden Ajeng Herning Nurafifah, "Pengakuan Notaris sebagai Officium Nobile dari Negara dan Implikasinya dalam Praktik Kenotariatan di Indonesia" (Universitas Islam Indonesia, 2024).
[6] Mhd Teguh Syuhada Lubis, et al., "The Criminal Law Policy on the General Election System in Indonesia," *Jurnal Dinamika Hukum* 23, no. 3 (December 30, 2023): 587, doi:10.20884/1.jdh.2023.23.3.3782.
[7] Justitia Ferryanto, Winsherly Tan, and Lu Sudirman, "Potensi dan Tantangan Hukum Digitalisasi Layanan Kenotariatan: Analisis Komparatif Indonesia dan Amerika Serikat," *Jurnal Mediasas: Media Ilmu Syari'ah Dan Ahwal Al-Syakhsiyyah* 7, no. 2 (2024): 306–26.
[8] Ni Ketut Indah Primadani and Aris Munandar, "Comparison of Legal Authority of Notary and Electronic Signature Validity in Indonesia and the United States of America," *Traektoriâ Nauki = Path of Science* 9, no. 1 (2023): 3023–30.
[9] Kanisius Ronaldo Yato, Kurniawan, and Salim H. Sidik, "Authority of Remote Online Notary in Making Notarial Deeds: Comparative Study of the United States Federal Law and the States of Texas and Indonesia," *Path of Science* 11, no. 6 (2025): 6001–7.
[10] Janniffer Finlandia Koampa, "Pertanggungjawaban Notaris terhadap Kesalahan Pembuatan Akta Menurut Undang-Undang No. 2 Tahun 2014," *Lex Privatum* 13, no. 5 (2024).
[11] Rifandika Naufal Afif, Dita Elvia Kusuma Putri, and Andi Muh Ihsan, "Akibat Hukum bagi Notarist erhadap Penyalahgunaan Keadaan dalam Pembuatan Akta Autentik," *Jurnal Ilmu Kenotariatan* 5, no. 1 (2024): 45–61.

In carrying out his/her official duties, apart from having to carry out the authority or duties given by law, namely making authentic deeds, a notary must also be responsible for the deeds he/she has made.[12] One of the responsibilities for the deed he made is to maintain the confidentiality of the deed and all information related to the deed. Article 16 letter f states "In carrying out his position, a Notary is obliged: to keep confidential everything regarding the Deed that made and all information obtained for the purpose of making the Deed in accordance with the oath/promise of office, unless the law determines otherwise. In the explanation of Article 16 letter f, it is stated that the obligation to keep confidential everything related to the Deed and other documents is to protect the interests of all parties related to the Deed.

Notaries have an important role in ensuring legal certainty and security in every transaction and legal document in society.[13] In Indonesia, as a public official recognized by the state, a notary has the authority to make authentic deeds and legalize various other important documents such as company establishment deeds, sale and purchase deeds, powers of attorney, and wills.[14] To carry out their duties, every notary must comply with strict protocols and rules regarding the storage, confidentiality and management of these documents.[15] The relationship between notaries and deeds (sealed documents) to reveal the importance of certain ideas such as "public confidence".[16]

A comparison of the functions of notaries in Indonesia and California, United States, is necessary because of the significant differences in their underlying legal systems. Indonesia uses a civil law system (Continental Europe), while California uses a common law system (Anglo-American). Notaries have a much broader and more profound role. They are public officials who act as expert witnesses, create authentic deeds with full evidentiary force, and are responsible for the legality of the substance of documents. In contrast, notaries in the common law system (California) have very limited functions, primarily validating signatures (as neutral witnesses) and administering oaths, without providing legal advice or ensuring the legality of the substance. However, in terms of legal substance and legal culture regarding personal data confidentiality, California, United States, has progressed compared to Indonesia

[12] Eudea Adeli Arsy, Hanif Nur Widhiyanti, and Patricia Audrey Ruslijanto, "Tanggung Jawab Notaris terhadap Akta yang Cacat Hukum dan Tidak Sesuai dengan Ketentuan Pembuatan Akta dalam Undang-Undang Jabatan Notaris," *Jurnal Bina Mulia Hukum* 6, no. 1 (2021): 130–40.
[13] Nasya Oktavi, "Peran Notaris dalam Pembuatan Kontrak Jual Beli yang Berlegalitas Ditinjau dari Perspektif Hukum Positif," *Jurnal Multidisiplin Ilmu Akademik* 2, no. 1 (2025): 471–79.
[14] Rifqi Mufid Riansyah and Disriani Latifah Soroinda, "Perbandingan Profesi Notaris dan Implementasi Jurnal Notaris di Negara Bagian New York dan Protokol Notaris di Indonesia dalam Era Reformasi Teknologi," *PALAR (Pakuan Law Review)* 10, no. 2 (2024): 43–66, doi:https://doi.org/10.33751/palar.v10i2.
[15] Ibid.
[16] Sergio Latorre, "The Place of the Public Notary: How the Engine of the Capitalist State Operates through Material and Legal Arrangements," *Environment and Planning C: Politics and Space* 42, no. 3 (2024): 401–16.

The obligation for a notary to keep the contents of the deed and all information obtained in making this deed is intended to protect the interests of the parties related to the deed.[17] Failure to maintain the confidentiality of the deed can result in losses for one of the parties. If one of the parties feels disadvantaged by the deed drawn up by the notary.[18] The party who feels aggrieved can file a lawsuit in the form of a claim for compensation to the notary concerned, with the plaintiff's obligation, in the lawsuit, to be able to prove that the loss was a direct result of the notarial deed.[19] Based on the description above, the author is interested in discussing further the importance of maintaining the confidentiality of deeds entitled, "Notary Obligations in Maintaining the Confidentiality of Deeds in Indonesia and in the state of California, United States."

METHODS

The research method applied in this study was the normative juridical method. This method is a type of legal research that relies on the analysis of library materials or data as a basis for research. This approach was carried out through an examination of laws and regulations and documents relevant to the research problem. The normative juridical research process involves an in-depth review of related books, relevant journals, and legal literature relevant to the issues discussed in this study. This approach allowed researchers to explore information sourced from the applicable legal framework and gain a deeper understanding of the regulations and legal norms related to the notary's obligation to maintain the confidentiality of deeds. This study uses a comparative legal approach, comparing the provisions on notary obligations in Indonesia and the United States. These two countries were chosen because they represent different legal traditions: Indonesia, which adheres to civil law, and the United States, which adheres to common law.

The data collection technique in this study was conducted through a literature review involving an in-depth review of primary, secondary, and tertiary legal materials. The data analysis method used in this study was a qualitative analysis method with a deductive logic approach. In this approach, the researchers adopted a deductive approach by first generalizing information, then investigating more specific matters. By generalizing information deductively, the study can provide a deep understanding of the general concepts and specific aspects related to the notary's obligation to maintain the confidentiality of deeds.

[17] Rahmida Erliyani, Muhammad Hadin Muhjad, and Lia Audia Puspita, "Kewajiban untuk Menjaga Kerahasiaan Akta oleh Notaris dan Karyawan Notaris dalam Perspektif Hukum," *Jurnal Hukum dan Kenotariatan* 5, no. 1 (2021): 1–17.
[18] Tresta Viana Dhiya Ulhaq Taofik and Mohamad Fajri Mekka Putra, "Tanggung Jawab Notaris terhadap Akta Autentik yang Dibatalkan oleh Pengadilan Atas Permintaan Para Pihak," *Syntax Idea* 5, no. 9 (2023): 1195–1204, doi:https://doi.org/10.46799/syntaxidea.v5i7.2416.
[19] A Machmud and M Muktar, "Tanggung Gugat Notaris atas Kelalaian dalam Membuat Akta Perjanjian Kredit Bank," *Jurnal Justice Aswaja* 1, no. 1 (2022): 66–77.

DISCUSSION

Authority of Notaries in Indonesia and in the state of California, United States

Over time, legal systems have grown increasingly complex, evolving from basic societal rules to sophisticated institutions like Greco-Roman Law. A country's legal tradition is shaped by its historical legal culture, which determines whether its system is written or unwritten. Societies with unwritten systems rely on customary practices that become law, while those with a strong writing tradition seek legal certainty through codified or uncodified written laws.[20] Indonesia and the United States have different legal systems. Indonesia's legal system is Continental European, while the United States' legal system is Anglo-Saxon. Each state in the United States has its own laws. These differences in legal systems have implications for the legal profession's authority in Indonesia and the United States, including the authority of notaries.

A notary in Indonesia is a person who has been appointed by the government (in this case the Ministry of Law and Human Rights) to validate and witness various agreements, wills, deeds, and so on. A notary can be considered a state official because, as a public official, a notary is permitted to use the symbol of the Republic of Indonesia, the Garuda, in carrying out the duties.[21] The duties and authorities of a notary are regulated in Article 1 number 1 of the Republic of Indonesia Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, hereinafter abbreviated as the Notary Position Law, namely that a notary is authorized to make authentic deeds and other authorities.[22]

Other authorities are regulated in Article 15 of Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning the Position of Notary Public which is basically to make authentic deeds which include all actions, agreements, or determinations required by law and/or desired by the interested parties to be stated in an authentic deed, in addition to that must guarantee the certainty of the date of the deed's creation, keep the deed, provide Grosse, copies and extracts of the deed, as long as the creation of the deed is not also assigned or excluded to other officials or other people determined by law. In addition to these authorities, the Notary has the authority to validate signatures and determine the certainty of the date of private letters by registering them in a special book; record private letters by registering them in a special book; make copies of the original private letters in the form of copies containing descriptions as written and described in the letter

[20] Wardhani, Lita Tyesta Addy Listya, Muhammad Dzikirullah H. Noho, and Aga Natalis, "The Adoption of Various Legal Systems in Indonesia: an Effort yo Initiate the Prismatic Mixed Legal Systems, " *Cogent Social Sciences* 8, no. 1 (2022): 2104710.

[21] Dewatoro Suryaningrat Poetra, Fendi Setyawan, and Bhim Prakorso, "Perbandingan Hukum Tugas dan Kewenangan Notaris di Negara dengan Sistem Hukum Civil Law dan Common Law," *As-Syar'i: Jurnal Bimbingan & Konseling Keluarga* 6, no. 3 (2024): 1465–77, doi:https://doi.org/10.47476/assyari.v6i3.6796.

[22] Fadilhamzah Zikril Hakim, Syofirman Syofyan, and Yussy Adelina Mannas, "Kepastian Hukum bagi Pegawai Notaris dalam Menjaga Kerahasiaan Isi Akta Notaris," *Unes Law Review* 7, no. 3 (2025): 1073.

concerned; validate the suitability of photocopies with the original letter; provide legal counselling in connection with the creation of deeds; create deeds related to land; or g. prepare auction minutes. Notaries also have other authorities as regulated by law.[23]

Every governmental act is required to be based on legitimate authority, because without legitimate authority, an official or State Administrative Agency cannot carry out a governmental act. The Law on the Position of Notary Public makes a notary public as a public official, so that the legal consequences in a Notarial Deed have an authentic position and have an executorial nature. The authority of a notary has legal implications for the burden of obligations that must be carried out by a notary. Notary obligations are something that must be carried out by a notary as mandated by the Law on Positions and other laws and regulations.

Notaries have played a crucial role in the history of the United States, beginning in colonial times when Thomas Fugill and Steven Winthrope pioneered the profession. Despite challenges due to system limitations and a lack of cooperation between colonies, colonial notaries continued to serve the public by overseeing legal transactions and verifying documents. After American independence, the country underwent social, economic, and political transformation. French philosopher Alexis de Tocqueville noted in his book "Democracy in America" that Americans had the ability to form associations despite geographic distance and the limitations of transportation and communication at the time. The role of notaries in the United States expanded to include witnessing signatures, verifying the signer's identity, and administering oaths. With relatively straightforward requirements, the number of notaries peaked in the mid-20th century.[24]

As a former British colony, the United States adheres to the same legal system as England, namely the common law system, except for the state of Louisiana which adheres to the civil law system. This is related to the history of Louisiana which was once a French colony.[25] In the common law system, there is only one professional in the legal field, namely a lawyer who has the authority to provide legal advice and accompany clients in court.[26] Meanwhile, notaries (usually called notary public) in the United States are not professionals in the legal field and therefore do not have the authority to provide legal advice to clients.[27] There are three main duties of a notary public in the United States: swearing and declaring the truth of the material stated in the document,

[23] Rizka Nurliyantika, et al., "Studi Komparasi Tugas dan Wewenang Notaris di Indonesia dan Malaysia," *Repertorium: Jurnal Ilmiah Hukum Kenotariatan* 11, no. 2 (2022): 190, doi:https://doi.org/10.28946/rpt.v11i2.2471.
[24] Riansyah and Soroinda, "Perbandingan Profesi Notaris dan Implementasi Jurnal Notaris di Negara Bagian New York dan Protokol Notaris di Indonesia dalam Era Reformasi Teknologi."
[25] Caroline Dewi Portuna, "Perbandingan Hukum Perjanjian Menurut Sistem Hukum Civil Law dan Common Law: Suatu Perbandingan Antara Indonesia dan Amerika," *Media Hukum Indonesia (MHI)* 2, no. 2 (2024).
[26] Nurliyantika, et al., "Studi Komparasi Tugas Dan Wewenang Notaris di Indonesia dan Malaysia."
[27] Riansyah and Soroinda, "Perbandingan Profesi Notaris dan Implementasi Jurnal Notaris di Negara Bagian New York dan Protokol Notaris di Indonesia dalam Era Reformasi Teknologi."

acknowledging and witnessing the signing of the document, verifying the authenticity of the signature and stamping the document, and certifying the authenticity of the document. Here, the notary public acts to legalize copies of documents from the original document.

A notary public in the state of California United States is an official appointed by a state government (such as a governor or secretary of state) to serve as a neutral witness to the signing of important documents. This authority includes verifying the identity of the signatory, administering oaths or affirmations, witnessing signatures, and sealing documents to ensure they have legal force.[28] In California, notaries must adhere strictly to the regulations set forth by the state, which are designed to maintain the integrity of official documents and transactions. Violations of these regulations may result in significant legal consequences, ranging from administrative actions such as suspension or revocation of commission, to civil and criminal penalties. Furthermore, the Secretary of State holds the authority to impose fines and pursue disciplinary measures for any misconduct, ensuring public trust in the notarial process is upheld.[29]

In Indonesia, a notary is a public official authorized to issue authentic deeds concerning all acts, agreements, and stipulations required by law. These authentic deeds have complete evidentiary force. Notaries in Indonesia play a central role in many legal transactions, including the establishment of legal entities (limited liability company, foundations), land sales (as Land Deed Officials/PPAT in certain regions), marriage agreements, inheritance, and others. Notaries in California serve as neutral witnesses who authenticate signatures on documents (such as oaths, written statements, or acknowledgments), but they do not issue authentic deeds that regulate the substance of agreements. Their authority focuses more on preventing identity fraud. The requirements for becoming a Notary Public in California are relatively lenient, requiring no law degree, and the term of office is typically four years. A document "notarized" in California only attests to the authenticity of the signature and the voluntary agreement, not the legal validity of the document's contents.

Provisions for Maintaining Confidentiality of Deeds by Notaries in Indonesia and in the United States

A notary is an official authorized to produce written evidence in the form of an authentic deed with compelling evidentiary force (een *dwingende bewijskracht*). Notarial deeds have formal and material evidentiary force, and for certain legal acts, they also have executory force.[30] In addition to

[28] "Legal Information Institute, 'Notary,' Cornell Law School," accessed July 20, 2025, https://www.law.cornell.edu/ wex/ notary.
[29] Makhkamov, Eldor. "Regulation of Private Notary Activities Additional Mechanisms." *Наука и инновации в системе образования* 4, no. 8 (2025): 144-147.
[30] Candella Angela Anatea Taliwongso, "Kedudukan Akta Otentik sebagai Alat Bukti dalam Persidangan Perdata Ditinjau dari Pasal 1870 KUH Perdata (Studi Kasus Putusan Nomor 347/Pdt.G/2012/PN.Mdn)," *Lex Administratum* 10, no. 2 (2022).

its formal and material evidentiary power, a notarial deed also has external evidentiary power. This external evidentiary power means that the deed, from its very "appearance," can prove itself as a deed, indicating that its words originate from a public official and must therefore be recognized as an authentic deed until proven otherwise.[31]

The power of formal proof provides proof of the truth of what was witnessed and what was done by the notary, thus guaranteeing the date, signature, identity of the person present and the place where the deed was made, while also guaranteeing that the parties have stated what is stated in the deed. The power of material proof guarantees that the contents of the deed are considered to be proven true by anyone who orders the deed to be made.[32] Proof using an authentic deed means that the deed imposes an obligation on the opponent to prove the opposite, meaning that it is not necessary to prove that the notary's signature is true. The information made by the notary in the deed is considered true; in addition, the deed is guaranteed as to the date it was made, who made it, and the truth of the information provided by the parties. The function of an authentic deed, apart from being a means of evidence, can also function as an absolute requirement (*bestaansvoorwaarde*) for the existence of a legal act or event.[33] The function of an authentic deed is related to the requirement according to law that the existence of a legal act or legal event must be proven by a deed, whether an authentic deed or a private deed.

As guardians of public trust, notaries are required to carry out their duties responsibly, honestly, and in accordance with applicable laws. In addition to complying with the Notary Law, notaries are also bound by the Indonesian Notary Code of Ethics. This professional code of ethics serves as a guideline to ensure that notaries act professionally and do not violate legal or moral norms. This code of ethics regulates the conduct, integrity, and responsibilities of the notary profession. It also reflects the values of justice, honesty, and professionalism that must be upheld. This code of ethics complements positive law. Violations of the code of ethics can result in moral, administrative, or even legal sanctions if proven to violate the Notary Law.[34] Notaries must exercise due care in carrying out their duties. Mistakes or negligence by a notary in carrying out their duties can lead to legal issues for them in the future. This can ultimately lead to legal proceedings.

The obligation to keep the Minutes of the Deed confidential is an obligation of a Notary. The

[31] Sabrina Hadiyan Mydianto and Tiurma Mangihut Pitta Allagan, "Perjanjian Pemeliharaan Anak yang Dibuat di Illinois (Putusan Mahkamah Agung No. 2021 K/PDT/2020) dan Kemungkinan Memperjanjikan Pemeliharaan Anak dalam Akta Otentik oleh Notaris," *Indonesian Notary* 3, no. 3 (2021): 1–23.
[32] Merah Darwin, Adnan Hamid, and Tetty Samosir, "Penerapan Prinsip Kehati-Hatian dalam Pembuatan Akta Jual Beli oleh Pejabat Pembuat Akta Tanah (PPAT) Berdasarkan Fakta Materiil," *Studi Kasus Putusan Nomor 248/Pid.B/2022/PN Jkt Brt* 6, no. 4 (2025).
[33] Poetra, Setyawan, and Prakorso, "Perbandingan Hukum Tugas dan Kewenangan Notaris di Negara dengan Sistem Hukum Civil Law dan Common Law."
[34] A. Asfariyani Talango, Roy Marthen Moonti, and Ibrahim Ahmad, "Etika Profesi Notaris dalam Perspektif Hukum," *Sosial Simbiosis: Jurnal Integrasi Ilmu Sosial Dan Politik* 2, no. 4 (2025): 77–78.

physical form of all parts of the Minutes of the Deed may only be in the protocol and stored in the Notary Protocol in the form of Minutes of the Deed in a Notary's office, and according to the provisions of the Republic of Indonesia Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, the confidentiality of the contents of the minutes of the deed must be maintained by the Notary, so that it cannot be made public consumption by irresponsible people. The principle of confidentiality in the preparation of notarial deeds applies not only to appointed notaries but also to prospective notaries during the appointment process. This obligation to strictly maintain confidentiality serves a crucial purpose in the legal system, namely to ensure the protection of the interests of the parties involved and to guarantee the integrity and public trust in notarial institutions.

A Notarial Deed has a confidential nature and only one party is permitted to view and have access to the contents of the Notarial Deed as a whole relating to the contents of the deed, including all matters relating to the minutes of the deed and all letters included in the minutes, copy, quotation, Grosse and all information obtained in the making of the deed.

Article 4 Number 2 of the Republic of Indonesia Law Number 2 of 2014 concerning Amendments to the Republic of Indonesia Law Number 30 of 2004 concerning the Position of Notary. Before a Notary carries out his/her position, the Notary is required to take an oath/promise according to his/her religion before the minister or appointed official. One of the Notary's oaths/promises reads as follows: "that I will keep confidential the contents of the deed and information obtained in the performance of my position." Article 16 paragraph 1 letter e of the Notary Position Law explains that, in carrying out his/her position, a notary is obliged to keep confidential everything regarding the deed he/she made and all information obtained for the purpose of making the deed in accordance with the oath or promise of office, unless the law determines otherwise.

Continuing in Article 16 paragraph (1) letter (f) of the Notary Law, it is stipulated that in carrying out his/her position, a Notary is obliged to keep confidential everything regarding the deeds he/she makes and all information obtained for the purpose of making the deeds in accordance with the oath/promise of office, unless the law stipulates otherwise. This Article regulates the confidentiality of the contents of the deed, where the confidentiality of the deed may not be disclosed for other purposes without obtaining permission from the Notary Honorary Council.[35] The Notary Honorary Council is a body that has the authority to carry out the development of Notaries and the obligation to provide approval or rejection for the purposes of investigation and judicial process regarding the taking of photocopies of minutes of deeds and summoning notaries to attend examinations related

[35] Putu Putri Nugraha and I Nyoman Bagiastra, "Perlindungan Hukum Pegawai Notaris sebagai Saksi Akta Otentik dalam Proses Peradilan terkait Kerahasiaan Akta Otentik," *Jurnal Kertha Semaya* 10, no. 7 (2022): 154.

to deeds or notarial protocols that are in the notary's custody, the authority of the Notary Honorary Council is stated in Article 66 of the Republic of Indonesia Law Number 2 of 2014 concerning Amendments to the Republic of Indonesia Law Number 30 of 2004 concerning the Position of Notary.[36]

The substance of Article 4 paragraph (2) of the Notary Law regarding the notary's oath/promise and Article 16 paragraph (1) letter f of the Notary Law is the notary's obligation to keep confidential all matters relating to deeds made or before a notary and relating to the implementation of the notary's duties. Notaries are obliged to keep confidential the contents of the deed and information obtained from the person appearing/client in making a notary deed, unless ordered by law that the notary is not obliged to keep confidential and can provide the necessary information relating to the deed, thus the only limitation is that the law can order a notary to reveal the contents of the deed and information or statements known to the notary relating to the making of the deed in question.[37] The regulation of the notary's obligation to maintain the confidentiality of the contents of the deed based on the Notary Law is very good for preventing irresponsible misuse.[38]

The use of the right to keep confidential something related to one's position is also regulated in criminal procedure law, civil law, and the Criminal Code. Article 170 paragraph 1 of the Criminal Procedure Code states that, those who because of their work, dignity, honour, or position are required to keep secrets, can ask to be exempted from using the right to provide testimony as witnesses, namely regarding matters entrusted to them. Furthermore, Article 1909 paragraph 2 of the Civil Code states that, anyone who because of their position, job, or position according to the law, is required to keep something confidential, but only solely regarding matters whose knowledge is entrusted to them as such. Article 322 paragraph 1 of the Criminal Code states that, anyone who intentionally reveals a secret that they are required to keep because of their position or profession, whether present or former, is threatened with a maximum prison sentence of nine months or a maximum fine of six hundred rupiah.[39]

The notary's obligation to revoke a deed is affirmed by the Notary Law as one of the notary's obligations, so that the obligation to revoke a deed for a notary is inherent in the notary's duties. The right to refuse *(uerschoningsrecht)* is regulated in Article 1909 paragraph (2) Indonesian Civil Code, Article 146 and Article 277 HIR, Article 1909 Indonesian Civil Code requires every person who is capable of being a witness to give testimony in court. This provision does not apply to those who,

[36] Ibid.
[37] Ibid.
[38] Eli Rahman and Agus Iman Perkasa, "Perlindungan Hukum bagi Notaris dalam Menerapkan Prinsip Mengenali Pengguna Jasa," *Jurnal Global Ilmiah* 2, no. 9 (2025): 678.
[39] Muhammad Ilham Arisaputra, "Kewajiban Notaris dalam Menjaga Kerahasiaan Akta dalam Kaitannya dengan Hak Ingkar Notaris," *Perspektif : Kajian Masalah dan Pembangunan* 17, no. 3 (2012): 64.

based on statutory provisions, are not permitted to speak, and it also does not apply to those who, based on Article 1909 paragraph (2) Indonesian Civil Code and Articles 146 and 227 HIR, can use their right to withdraw as witnesses, by demanding the use of their right to refuse *(uerschoning srecht).* This right to refuse is an exception to the general provision mentioned above, namely that every person who is called as a witness is obliged to give testimony.

Notaries public in the United States have a legal and ethical obligation to maintain the confidentiality of the documents and client information they handle. While there is no uniform federal requirement, professional codes of ethics such as the Notary Signing Agent Code of Conduct Guiding Principle 6 emphasize the importance of respecting the signer's privacy and protecting closing documents from unauthorized disclosure.[40]

California defines the duties of a notary public when called upon to demand the acceptance and payment of foreign and domestic bills of exchange, or promissory notes, to protest them for non-acceptance and non-payment, and, solely with respect to non-acceptance or non-payment of bills of exchange and promissory notes, to exercise such other powers and duties as may be exercised by state law and commercial custom, or by the laws of another state, government, or country, by a notary public. This paragraph applies only to notaries public employed by financial institutions, during the term and scope of the notary's employment with such financial institutions. Notaries also have the authority to accept acknowledgments or evidence of advance health care directives, powers of attorney, mortgages, deeds, grants, assignments, and other written instruments executed by any person, and to provide a certificate of such evidence or acknowledgment, affixed to or attached to such instruments. Such certificate must be signed by the notary in the notary's own handwriting. A notary public shall not accept an acknowledgment or evidence of any instrument that is incomplete. In accordance with procedural law, a notary public has the authority to receive witness statements and written statements, and to administer oaths and written declarations, in all matters relating to the duties of the office, or to be used before a court, judge, official, or council. Every witness statement, written statement, oath, or written declaration must be signed by the notary in the notary's own handwriting, including to validate copies of power of attorney.[41] Most states require that notary journals be kept under the exclusive and direct control of the commission holder, usually in a locked location accessible only to the notary public. This is intended to prevent unauthorized access by third parties or by the notary's employer, even if the employer pays for the notary's equipment. The journal records details of each notarial act, such as the date, time, type of document,

[40] Closewise, "Safeguarding Client Trust in Notarial Practices," accessed July 20, 2025, https://closewise.com/safeguarding-client-trust-in-notarial-practices/.
[41] Victor D. Lopez, "When Legal Systems Clash: Why Foreign-Born Residents Fall Prey to Unscrupulous Notaries Public and What Should Be Done to Prevent It," *New England Journal of Legal Studies* 44 (2024): 1.

and the identity of the signer. Many states consider the journal a private document, and may only be released to law enforcement officials, the Secretary of State, or others with a valid written request such as a subpoena or court order.[42]

Legal Consequences for Notaries in Violations of Confidentiality of Deeds

As a public official, a notary is responsible for creating authentic deeds in accordance with applicable laws and regulations. A notary's responsibilities include ensuring the validity of documents, complying with legal procedures, and protecting the interests of the parties involved in the transaction. If an authentic deed contains an exoneration clause, the notary's responsibilities also include ensuring that the clause does not conflict with the law and does not disadvantage less experienced or weaker parties in the contract.[43]

Notaries have civil responsibilities. These responsibilities, according to the Civil Code, outline a number of responsibilities:[44]

1. Liability with an element of fault, Article 1365 of the Civil Code states, every act that violates the law and causes harm to another person, requires the person who caused the loss due to his fault to compensate for the loss. If a notary does not keep a deed confidential by not placing a copy of the deed in a safe place. The result of this act can cause harm to another person, then the notary fulfils the element of fault and can be classified as civil liability under Article 1365 of the Civil Code.
2. Liability with an element of fault, especially the element of negligence, article 1366 of the Civil Code explains, every person has responsibility, not only for losses caused by a number of actions, but also for losses caused by negligence and carelessness. If a notary orders his subordinates to make a copy of the deed, but the copy of the deed is leaked to the detriment of other parties. This fulfils the elements of negligence and not being careful in ordering people or trusting people so that it can be classified as civil liability under Article 1366 of the Civil Code.
3. Absolute or no-fault liability, in a limited context, Article 1367 of the Civil Code explains, a person is not only responsible for losses caused by his actions, but also for losses caused by goods under his supervision. Therefore, a notary can also be held civilly liable for errors or losses committed by his staff or employees. If the person who leaks the contents of the deed

[42] Notary New York, "A Notary and Confidentiality," accessed July 20, 2025, https://www.notarynewyork.org/a-notary-and-confidentiality/.
[43] Agung Prianto, Anriz Nazaruddin Halim, and Yudha Cahya Kumala, "Kepastian Hukum Kekuatan Akta Otentik terhadap Para Penghadap yang Mengandung Klausula Eksonerasi Dikaitkan dengan Tanggung Jawab Notaris," *Sentri: Jurnal Riset Ilmiah* 3, no. 3 (2024): 1191–99, doi:https://doi.org/10.55681/sentri.v3i3.2404.
[44] I Kadek Agus Satria Darma Putra, "Pertanggungjawaban Notaris Secara Perdata terhadap Pembuatan Minuta Akta Akibat Penyalahgunaan Keharasiaan Minuta Akta oleh Mantan Pekerjanya," *Jurnal Indonesian Notary* 3, no. 2 (2021): 334.

is his subordinate. The notary can still be sued for damages or sanctions because the person who leaked is someone under his supervision. Examples of such civil liability can be classified under Article 1367 of the Civil Code.

Based on the description above, if a notary or notary employee leaks the contents of the deed to another person who is not concerned and causes losses to the interested parties, then the notary can be sued in civil court based on Article 1365 of the Civil Code which states that every unlawful act, which causes losses to another person, requires the person who, due to his fault, causes the loss to compensate for the loss. interested parties, then the notary can be sued in civil court based on Article 1365 of the Civil Code which states that every unlawful act.

According to one of the principles of responsibility proposed by Hans Kelsen, responsibility is essentially based on the element of fault. This means that a person can be held accountable if they have committed an error. Article 1365 of the Civil Code outlines four essential elements of responsibility:

1. There must be an unlawful act;
2. There must be an element of fault;
3. There must be a loss suffered as a result of the act;
4. There must be a causal relationship between the fault and the loss suffered.

If we look at the four elements above, then if there is an error that causes a loss due to negligence or carelessness of the person, then that person must be responsible in accordance with what is regulated in Article 1366 of the Civil Code. This principle is used in the profession of Notary, where if the notary in the process of making a deed makes an error that results in a loss and the truth can be proven, then the Notary must be responsible for the error that has been made even if the one who did it was a former employee. If the error was made by the parties themselves and has no relationship with the Notary, here the Notary is not responsible as long as the Notary follows all existing rules and the Notary is not involved or intentionally sides with the parties or one of the parties. If it is related to errors in unlawful acts, in civil law there is no distinction between errors caused by intentional actions by the perpetrator, but also due to his mistakes or carelessness of the perpetrator.[45]

It has become a risk of responsibility for a notary as a public official if proven guilty even though the mistake of a Notary was committed by his former employee, then according to civil procedural law, a prosecution can be carried out as regulated in Article 1365 of the Civil Code, so that even though there are no sanctions regulations in the Law on Notary Positions in general, parties who feel

[45] Sarah Sakinah and Yoni Agus Setyono, "Tanggung Jawab Perdata Profesi Notaris dalam Penerapan Asas Kerahasiaan," *Jurnal Kertha Semaya* 10, no. 5 (2022): 1193–1206.

aggrieved by a notary can demand reimbursement of costs, compensation and also interest. Reimbursement of costs is something that has actually been incurred and caused losses, namely losses suffered as a result of the notary and interest is the profit he should have received.

The State of California, United States, determines that if a notary public commits a violation, the sanctions under California law (California Notary Code) fall into four main categories: Disciplinary Action: The Secretary of State may refuse to appoint a person to the office of notary public or may suspend or terminate the practice of notary public for any of the various violations set forth in Government Code Section 8214.1. Civil Penalties: Authorizes the Secretary of State to fine a California notary public up to $750 for negligence in addition to any disciplinary action imposed against the notary public. If the notary public commits a wilful violation, the maximum fine increases to $1,500. Criminal Penalties: If the notarial violation constitutes a crime or misdemeanour as defined by law, the notary public may be subject to imprisonment or other criminal penalties in addition to disciplinary and civil penalties. Lawsuits: If the notarial violation harms someone, the notary public may be sued. Notarial violations can result in a number of sanctions. For example, if a notary public is found negligent by failing to properly complete and affix a notarial certificate to a property deed, the Secretary of State may impose civil penalties, as well as suspend or terminate the notarial practice, as appropriate.

If a notary's error results in financial loss to an individual, the signer may also sue the notary for damages suffered as a result of the improper notarial certification. Wilful violations of state notary laws can result in much more severe penalties. For example, a notary in California who fails to properly complete a certification certificate may be subject to civil penalties of up to $750 and may be required to suspend or revoke their practice (Sections 8214.1 and 8214.15 of the Government Code). A notary who intentionally falsifies information on a certification certificate may be subject to criminal penalties in the form of a fine of up to Rp. 10,000,000.00 (ten million rupiah) and is considered to have committed forgery and may be subject to criminal penalties.[46]

CONCLUSION

The authority of notaries in Indonesia is regulated by Law Number 2 of 2014 concerning the Office of Notaries (UUJN), which establishes notaries as public officials authorized to create authentic deeds, provide legal counselling, and legalize documents, with powers derived from the state and subject to statutory regulations. In Indonesia, notaries have a strong legal obligation to maintain the confidentiality of the contents of deeds and all information obtained in the performance of their

[46] Eldor Makhkamov, "Regulation of Private Notary Activities Additional Mechanisms," *Science and Innovation in The Education System* 4, no. 8 (2025): 144–47.

duties, as stipulated in the Notary Law (UUJN), including the obligation to keep confidential minutes, copies, extracts, and statements from related parties, unless ordered by law or with the permission of the Notary Honorary Council. Meanwhile, in the United States, although not federally regulated, notaries public are still ethically and legally bound by professional codes of conduct such as the Notary Signing Agent Code of Conduct, which requires them to maintain the privacy and confidentiality of client documents. Most states also require the exclusive and secure storage of notary journals, and they can only be accessed by certain parties through valid legal procedures such as a court order or subpoena.

Notaries, as public officials, are responsible for the confidentiality of authentic deeds, and violation of this obligation can result in legal consequences in the form of civil liability as stipulated in Articles 1365, 1366, and 1367 of the Civil Code. Notaries can be sued if proven negligent, careless, or if their subordinates leak the contents of the deed, causing harm to the related party, because notaries remain responsible for the people under their supervision. Although the Notary Law (UUJN) does not explicitly contain sanctions for breaches of confidentiality, injured parties can still claim compensation, costs, and interest through civil channels, including for errors committed by former notary employees, as long as there is negligence or a violation of the law that can be proven.

REFERENCES

Afif, Rifandika Naufal, Dita Elvia Kusuma Putri, and Andi Muh Ihsan. "Akibat Hukum bagi Notaris terhadap Penyalahgunaan Keadaan dalam Pembuatan Akta Autentik." *Jurnal Ilmu Kenotariatan* 5, no. 1 (2024): 45–61.

Ardianta, I Gusti Made, Aris Munanda, and Djumardin. "Analisis Yuridis Hak Ingkar Notaris terhadap Kerahasiaan Isi Minuta Akta Notaris Berdasarkan UUJNP dan Kode Etik Notaris." *Jurnal Risalah Kenotariatan* 4, no. 2 (2023).

Arisaputra, Muhammad Ilham. "Kewajiban Notaris dalam Menjaga Kerahasiaan Akta dalam Kaitannya dengan Hak Ingkar Notaris." *Perspektif: Kajian Masalah dan Pembangunan* 17, no. 3 (2012): 64.

Arsy, Eudea Adeli, Hanif Nur Widhiyanti, and Patricia Audrey Ruslijanto. "Tanggung Jawab Notaris Terhadap Akta yang Cacat Hukum dan Tidak Sesuai dengan Ketentuan Pembuatan Akta dalam Undang-Undang Jabatan Notaris." *Jurnal Bina Mulia Hukum* 6, no. 1 (2021): 130–40.

Closewise. "Safeguarding Client Trust in Notarial Practices." Accessed July 20, 2025. https://closewise.com/safeguarding-client-trust-in-notarial-practices/.

Darwin, Merah, Adnan Hamid, and Tetty Samosir. "Penerapan Prinsip Kehati-Hatian dalam Pembuatan Akta Jual Beli oleh Pejabat Pembuat Akta Tanah (PPAT) Berdasarkan Fakta Materiil." *Studi Kasus Putusan Nomor 248/Pid.B/2022/PN Jkt Brt* 6, no. 4 (2025).

Erliyani, Rahmida, Muhammad Hadin Muhjad, and Lia Audia Puspita. "Kewajiban untuk Menjaga Kerahasiaan Akta oleh Notaris dan Karyawan Notaris dalam Perspektif Hukum." *Jurnal Hukum dan Kenotariatan* 5, no. 1 (2021): 1–17.

Ferryanto, Justitia, Winsherly Tan, and Lu Sudirman. "Potensi dan Tantangan Hukum Digitalisasi Layanan Kenotariatan: Analisis Komparatif Indonesia dan Amerika Serikat." *Jurnal Mediasas: Media Ilmu Syari'ah dan Ahwal Al-Syakhsiyyah* 7, no. 2 (2024): 306–26.

Gusarov, Kostiantyn, Olena Oleksandrivna Shchokina, Iryna Mykolayivna Cherevatenko, Olena Viktorivna Kolisnyk, and Yana Leonidivna Kolomiets. "Preventive Function of a Notary in the Legal System of Society." *Documenta et Instrumenta* 2, no. 1 (2023): 111–26. https://doi.org/10.5209/docu.88106.

Hakim, Fadilhamzah Zikril, Syofirman Syofyan, and Yussy Adelina Mannas. "Kepastian Hukum bagi Pegawai Notaris dalam Menjaga Kerahasiaan Isi Akta Notaris." *Unes Law Review* 7, no. 3 (2025): 1073.

Koampa, Janniffer Finlandia. "Pertanggungjawaban Notaris terhadap Kesalahan Pembuatan Akta Menurut Undang-Undang No. 2 Tahun 2014." *Lex Privatum* 13, no. 5 (2024).

Kristinic, Dalibor, and Sara Zarubica. "Enforcement of Public Notary Documents." *Law Theory & Practice*, no. 38 (2021): 42.

Latorre, Sergio. "The Place of the Public Notary: How the Engine of the Capitalist State Operates through Material and Legal Arrangements." *Environment and Planning C: Politics and Space* 42, no. 3 (2024): 401–16.

"Legal Information Institute, 'Notary,' Cornell Law School." Accessed July 20, 2025. https://www.law.cornell.edu/wex/notary.

Lubis, Mhd Teguh Syuhada, Rayani Saragih, Ida Hanifah, Ismail Koto, and John Tumba Jacob. "The Criminal Law Policy on the General Election System in Indonesia." *Jurnal Dinamika Hukum* 23, no. 3 (December 30, 2023): 587. https://doi:10.20884/1.jdh.2023.23.3.3782.

Machmud, A, and M Muktar. "Tanggung Gugat Notaris atas Kelalaian dalam Membuat Akta Perjanjian Kredit Bank." *Jurnal Justice Aswaja* 1, no. 1 (2022): 66–77.

Makhkamov, Eldor. "Regulation of Private Notary Activities Additional Mechanisms." *Science and Innovation in The Education System* 4, no. 8 (2025): 144–47.

Mydianto, Sabrina Hadiyan, and Tiurma Mangihut Pitta Allagan. "Perjanjian Pemeliharaan Anak yang Dibuat di Illinois (Putusan Mahkamah Agung No. 2021 K/PDT/2020) dan Kemungkinan Memperjanjikan Pemeliharaan Anak dalam Akta Otentik oleh Notaris." *Indonesian Notary* 3, no. 3 (2021): 1–23.

Nizwana, Y, and Y Fransiska Duri. "Tanggung Jawab Notaris terhadap Legalisasi dan Waarmeking Akta di Bawah Tangan Menurut Undang-Undang Nomor 2 Tahun 2014 tentang Jabatan Notaris." *Jurnal Sarak Mangato Adat Mamakai* 5, no. 2 (2020): 19–27. https://doi.org/10.36665/sarmada.v5i2.157.

Notary New York. "A Notary and Confidentiality." Accessed July 20, 2025. https://www.notarynewyork.org/a-notary-and-confidentiality/.

Nugraha, Putu Putri, and I Nyoman Bagiastra. "Perlindungan Hukum Pegawai Notaris sebagai Saksi Akta Otentik dalam Proses Peradilan terkait Kerahasiaan Akta Otentik." *Jurnal Kertha Semaya* 10, no. 7 (2022): 154.

Nurafifah, Raden Ajeng Herning. "Pengakuan Notaris sebagai Officium Nobile dari Negara dan Implikasinya dalam Praktik Kenotariatan di Indonesia." Universitas Islam Indonesia, 2024.

Nurliyantika, Rizka, Ros Amira bt Mohd Ruslan, Iza Rumesten, Muhammad Syahri Ramadhana, and Neisa Angrum Adistia. "Studi Komparasi Tugas dan Wewenang Notaris di Indonesia dan Malaysia." *Repertorium: Jurnal Ilmiah Hukum Kenotariatan* 11, no. 2 (2022): 190.

https://doi:https://doi.org/10.28946/rpt.v11i2.2471.

Oktavi, Nasya. “Peran Notaris dalam Pembuatan Kontrak Jual Beli yang Berlegalitas Ditinjau dari Perspektif Hukum Positif.” *Jurnal Multidisiplin Ilmu Akademik* 2, no. 1 (2025): 471–79.

Poetra, Dewatoro Suryaningrat, Fendi Setyawan, and Bhim Prakorso. “Perbandingan Hukum Tugas dan Kewenangan Notaris di Negara dengan Sistem Hukum Civil Law dan Common Law.” *As-Syar’i: Jurnal Bimbingan & Konseling Keluarga* 6, no. 3 (2024): 1465–77. https://doi.org/10.47476/assyari.v6i3.6796.

Portuna, Caroline Dewi. “Perbandingan Hukum Perjanjian Menurut Sistem Hukum Civil Law dan Common Law: Suatu Perbandingan antara Indonesia dan Amerika.” *Media Hukum Indonesia (MHI)* 2, no. 2 (2024).

Prianto, Agung, Anriz Nazaruddin Halim, and Yudha Cahya Kumala. “Kepastian Hukum Kekuatan Akta Otentik terhadap Para Penghadap yang Mengandung Klausula Eksonerasi Dikaitkan dengan Tanggung Jawab Notaris.” *Sentri: Jurnal Riset Ilmiah* 3, no. 3 (2024): 1191–99. https://doi.org/10.55681/sentri.v3i3.2404.

Primadani, Ni Ketut Indah, and Aris Munandar. “Comparison of Legal Authority of Notary and Electronic Signature Validity in Indonesia and the United States of America.” *Traektoriâ Nauki Path of Science* 9, no. 1 (2023): 3023–30.

Putra, I Kadek Agus Satria Darma. “Pertanggungjawaban Notaris Secara Perdata terhadap Pembuatan Minuta Akta Akibat Penyalahgunaan Keharasiaan Minuta Akta oleh Mantan Pekerjanya.” *Jurnal Indonesian Notary* 3, no. 2 (2021): 334.

Rahman, Eli, and Agus Iman Perkasa. “Perlindungan Hukum bagi Notaris dalam Menerapkan Prinsip Mengenali Pengguna Jasa.” *Jurnal Global Ilmiah* 2, no. 9 (2025): 678.

Riansyah, Rifqi Mufid, and Disriani Latifah Soroinda. “Perbandingan Profesi Notaris dan Implementasi Jurnal Notaris di Negara Bagian New York dan Protokol Notaris di Indonesia dalam Era Reformasi Teknologi.” *PALAR (Pakuan Law Review)* 10, no. 2 (2024): 43–66. https://doi.org/10.33751/palar.v10i2.

Sakinah, Sarah, and Yoni Agus Setyono. “Tanggung Jawab Perdata Profesi Notaris dalam Penerapan Asas Kerahasiaan.” *Jurnal Kertha Semaya* 10, no. 5 (2022): 1193–1206.

Talango, A. Asfariyani, Roy Marthen Moonti, and Ibrahim Ahmad. “Etika Profesi Notaris dalam Perspektif Hukum.” *Sosial Simbiosis: Jurnal Integrasi Ilmu Sosial dan Politik* 2, no. 4 (2025): 77–78.

Taliwongso, Candella Angela Anatea. “Kedudukan Akta Otentik sebagai Alat Bukti dalam Persidangan Perdata Ditinjau dari Pasal 1870 KUH Perdata (Studi Kasus Putusan Nomor 347/Pdt.G/2012/PN.Mdn).” *Lex Administratum* 10, no. 2 (2022).

Taofik, Tresta Viana Dhiya Ulhaq, and Mohamad Fajri Mekka Putra. “Tanggung Jawab Notaris terhadap Akta Autentik yang Dibatalkan oleh Pengadilan atas Permintaan Para Pihak.” *Syntax Idea* 5, no. 9 (2023): 1195–1204. https://doi.org/10.46799/syntaxidea.v5i7.2416.

Yato, Kanisius Ronaldo, Kurniawan, and Salim H. Sidik. “Authority of Remote Online Notary in Making Notarial Deeds: Comparative Study of the United States Federal Law and the States of Texas and Indonesia.” *Path of Science* 11, no. 6 (2025): 6001–7.

Victor D. Lopez, “When Legal Systems Clash: Why Foreign-Born Residents Fall Prey to Unscrupulous Notaries Public and What Should Be Done to Prevent It,” *New England Journal of Legal Studies* 44 (2024): 1.

Wardhani, Lita Tyesta Addy Listya, Muhammad Dzikirullah H. Noho, and Aga Natalis, "The Adoption

of Various Legal Systems in Indonesia: an Effort to Initiate the Prismatic Mixed Legal Systems, *Cogent Social Sciences* 8, no. 1 (2022): 2104710.