



Legal Interpretation of Terms, Phrases, and Clauses in the Notarial Deeds

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Abstract

Introduction to The Problem: A notarial deed is an authentic deed containing various legal relationships or events with specific characteristics drafted by or attested by a notary. Its peculiarities vary based on the form, structure, and legal language that are not easily understood by other legal practitioners or the public. To avoid a dispute between the parties, an interpretation of the terms of the legal language used in the deed is required. Based on the literature review, previous studies have yet to discuss the legal interpretation of the deeds made by a notary.

Purpose/Objective Study: The research aims to identify and describe the legal interpretation of the terms, phrases, and clauses used in notarial deeds.

Design/Methodology/Approach: This research is normative-empiric research. Data consists of primary and secondary data. There are 20 deeds of Islamic financing contracts and ten various deeds such as co-operation agreements, repurchase agreements, bank loans, and so on. The deeds were drafted and/or attested by Sari Darmawati, S.E., S.H. notary in Semarang.

Findings: The legal interpretation of notarial deeds is pivotal for ensuring the enforceability of agreements, drawing on legal sources like laws and judicial decisions. Standardized terms form a foundational framework, although their unique meanings may be complex for the public. Gender-based designations and clauses regarding breach of contract and force majeure define legal consequences. In Islamic finance, specific definitions are introduced. Emphasizing jurisdiction and legal principles in agreements, parties' intention prevails in case of ambiguity. Progressive law advocates for a functional interpretation, considering social realities. Interpreting notarial deeds demands a nuanced understanding of language and party intentions, requiring adherence to legal principles amid evolving societal dynamics.

Paper Type: Research Article

Keywords: Notary; Deed; Legal; Interpretation

Introduction

A notary draws an authentic deed upon the request of the relevant parties. Hence, a notary is required to consider the wishes and wills of the parties drafted therein. Darusman stated that a notary has the authority to draw an authentic deed regarding all deeds, agreements, and stipulations required by the applicable laws and



regulations and/or requested by the stakeholders (Darusman, 2016). The validation of the deed shall be based on Article 1320 of the Indonesian Civil Code, which includes the consent of the parties, the capacity of the respective parties, a subject matter, and a legal cause. After the notary read the deed before the parties, the respective parties sign the deed before the notary (Tjukup et al., 2016). It confirms that an authentic deed shall be read and signed immediately by the respective parties before the notary. The terms of “appear before” (*menghadap*) in the phrase of “drawn by or before the Notary” (*dibuat oleh atau di hadapan Notaris*) means that the notary must be physically present to sign the deed before the parties and the witnesses (Kimbal et al., 2022).

Even though drafting an authentic deed is based on the request and will of the relevant parties, a notary must obey the applicable laws and regulations to prevent default (Utama & Arben, 2021). The principle of liability based on the fault applies to the notary’s responsibility in making the deed (Afifah, 2017). A notary shall be held accountable in the event of fault due to negligence, ignorance, or intentional act of the notary (Wijaya & Prajitno, 2018). However, the notary shall not be held accountable if the fault comes from the parties.

A notary deed is an authentic deed having ultimate evidentiary power, meaning that the deed is valid physically, formally, and materially. The contents are accurate and binding for the respective parties. Indeed, no other evidence is necessary to validate the contents without limiting the possibility of proving otherwise. A judge counts that all stipulated in the deed are accurate (Wiranata, 2021). The legal certainty of the truthfulness of the materials confirms that all the words, sentences, and expressions used in the deed provide clear objectives relevant to the parties or the notary, and they shall not contain multi-interpretations (Sasangka, 2005).

Mertokusumo (1992) expressed that legal science is known by several legal interpretations, namely as follows:

- a. Interpretation based on grammatical interpretation is conducted by finding the meaning from every syllable or any language term, which linguists can bring.
- b. System interpretation is based on the system within its legal formulation.
- c. Historical interpretation can be conducted from applied legal history or the legal formation history itself.
- d. Sociological interpretation is based on the legal reality that lives in society, including the second nature that lives in certain people.
- e. Juridical interpretation is an authentic interpretation brought by the law in the article, paragraph, or official explanation from a regulation or a treaty.

The current study is urgent because the legal analysis of a notarial deed is necessary for the Faculty of Law students, practitioners, and people in general. Basically, people are always connected to notarial deeds in conducting any civil law action, such as buying and selling, leasing, accounts payable, and others. Interpreting means giving



meaning to a particular term or a group of terms conveyed in articles or paragraphs of a legal product, either in the form of regulations and laws or others. It is similar to those drafted in a notarial deed ([Isharyanto & Abdurrachman, 2016](#)). Interpretation is the explanation of each term in an agreement in the event that the terms are multi-interpreted or unclear. In this case, the respective parties produce different interpretations of similar terms or are incapable of providing the meaning of the term ([Ardhiwisastra, 2000](#)).

Legal interpretation has an essential meaning for legal discovery efforts. Legal discovery is intended to provide legal certainty, especially for words, terms, and collections of multi-interpretive terms, both contained in regulations and agreements made by the parties. Agreements made by the parties are also binding laws and must provide certainty and justice for the parties who make them ([Cecep Cahya Supena, 2022](#)). The legal interpretation shall be carried out to explain the real intention of the respective parties. Similarly, the notary has the authority to explain the aims of the respective parties, stated in terms or words contained in the notarial deed agreed upon by all parties. One of the methods in legal interpretations can be carried out through a juridical interpretation. It is carried out by the agreeing parties. A juridical interpretation was delivered by the notary to the respective parties ([Ardhiwisastra, 2000](#)).

An agreement is drafted in the form of a notarial deed. If the words and terms used are clear, any parties shall not interpret the contents, as stipulated in Article 1342 of the Civil Code. The parties are obliged to fulfill the agreement based on goodwill ([Halim, 2014](#)). The authentic deed drawn and attested before the notary is a legal product that binds the parties, affirmed by the principle of *pacta san servanda*, as stipulated in Article 1388 of the Civil Code. In this context, the parties are the lawmaker for themselves through a notary public ([Iryadi, 2018](#)).

In order to interpret a notarial deed systematically in accordance with its true intentions, it is necessary to understand each part of the notarial deed consistently, both at the beginning of the deed, the body of the deed, and at the end of the deed. A complex notarial deed contains the designation of the parties and the main part of the agreement explaining the legal act intended by the parties. The deed begins with a foreword (*voorwoord*) or premise that explains the objectives of the legal action and is written in the deed; this part conveys the general definition of the legal deeds contained therein ([Soepadmo & Surabaya, 1994](#)). Legal certainty is one of the goals of the rule of law state. Legalization upon the obligation based on an agreement drawn by the society before the notary is a validation of legal certainty ([Abdullah, 2017](#)).

A notarial deed drawn by or attested before the notary public contains various occurrences or legal relations. The form, structure, and variations of legal language have specific characteristics and are not easily understood by other legal practitioners and ordinary people. The language used in a notarial deed is not used in



daily communication; thereby, the interpretation may generate different meanings among legal practitioners or the public. Some of the examples used in a notarial deed include “*menghadap pada saya*” (appear before me), “*notaris kenal*” (known by the notary), and “*saksi pengenal*” (identification witness). Meanwhile, the closing of a deed ends with either “*satu gentian*” (one replacement), “*satu coretan*” (one strikeout), “*tanpa tambahan*” (without addition), and the derivation of “minutes of the deed,” “*ditandatangani dengan sempurna*” (completely signed), “*grosse*,” “*renvoi*,” and others.

A notarial deed serving as evidence normatively conveys evidentiary power physically, formally, and materially. The deed confirms that what has been stated therein is valid as long as they are proven otherwise. Differences in the interpretation of a notarial deed may cause a dispute among the parties, especially in fulfilling the agreement that has been drawn.

The use of a variety of languages and terms that are unique to notarial deeds so as not to cause different interpretations that have the potential to cause disputes in their implementation by other legal practitioners or by the public as a party to a notarial deed requires in-depth study. The legal interpretation of notarial deeds is very useful for research. The specific use of language and expressions in a notarial deed to prevent disputes or misinterpretation by other legal practitioners or the public needs further investigation. Therefore, the topic under investigation includes legal interpretation of the terms, phrases, and clauses used in notarial deeds.

The research aims to identify and describe the juridical interpretation of the terms, phrases, and clauses used in notarial deeds as an attempt to enrich the legal sciences. The novelty value of this research is the analysis of the legal interpretation of authentic deeds made before a notary. Throughout the literature review, previous studies have yet to discuss the legal interpretation of the deeds made by a notary. Meanwhile, the study is urgent and beneficial for legal practitioners and law students in understanding some terms, phrases, and clauses in the notarial deed.

Methodology

The research is the normative empiric type of research. The data source consists of primary and secondary data. Primary data are data obtained from interviews with a notary in Semarang, Sari Darmawati, S.E., S.H. The secondary data were legal materials comprised of notarial deeds drawn by notary Sari Darmawati, S.E., S.H. from 2015 to 2021, and other relevant materials. There are 20 deeds of Islamic financing contracts and 10 (ten) various deeds such as co-operation agreements, repurchase agreements, bank loans, are being analyzed. The primary data were collected through interviews, while the secondary data was by identification, classification, analysis, and interpretation. Further, the data were analyzed qualitatively and descriptively presented as a result of the analysis.



Results and Discussion

Standard Terms and Phrases in the Notarial Deed

The legal interpretation of the meaning and definition of various legal languages is an authentic interpretation based on the articles, paragraphs, or the explanation of the articles and paragraphs of each law and regulation, judicial decision, arbitral award, or authentic interpretation upon the agreement attested before the notary. In every notarial deed, there is a term or group of terms which has been standardized. The initial part of the deed always begins with the words "*pada hari ini ...*" which translated into "on this day..." and is followed by the words "*menghadap pada saya ...*" which translated into "appearing before me..." then the identity of the parties is stated, preceded by the words *Tuan* (Mister), *Nyonya* (Misses/Mrs.), *Nona* (Miss/Ms.), and *Wanita* (the Lady). There are also some other standard terms, such as force majeure, "*wanprestasi*" or "*cidera janji*" which translated in English as default or breach of contract.

In the main part of the deed, the term or group of terms used cannot be the same; the content part depends on what the parties want to be arranged in the treaty, which they made in front of a notary. Terms or groups of terms in notarial deeds have a unique meaning or interpretation that cannot be easily understood by public. There are terms or groups of terms that already have a standardized meaning or interpretation, but there are also terms or groups of terms whose meaning or interpretation has been expanded from the standardized interpretation. The expansion of interpretation occurs because the contents of the agreement in the notarial deed are not the same.

The articles or the paragraphs of the notarial deeds produced various interpretations. Each authentic deed contains the phrase "*menghadap kepada saya,*" which translates into "appear before me." The phrase was legally interpreted by the notary that all parties meet face-to-face before the notary. The word "*saya*" (me) refers to the name and position of the notary. The interpretation of the phrase "*menghadap*" (appear before) confirms a legal certainty that all parties are obliged to appear before the notary. Law Number 30 the Year 2004 Concerning Notary and the amendment through Laws Number 2 Year 2014, as well as the notary code of conduct, have not prohibited notaries from visiting the parties in drawing the deed. Nevertheless, the notary considers a visit to the parties to be against the ethics that may affect the honor and dignity of the notary, except for a specific condition that the parties are unable to appear before the notary.

The beginning of the deed always contains the phrase "*para penghadap telah notaris kenal atau diperkenalkan atau telah saya notaris kenal dari identitas mereka*" (the parties have been known to notary or introduced or acknowledged by me, notary, from their identity). The word "*notaris kenal*" (have been known to notary) conveys the juridical meaning that all parties appearing before the notary is truly and personally recognized by the notary. Meanwhile, the term "*diperkenalkan*"



(introduced) means that the parties appearing are introduced by 2 (two) witnesses or 2 (two) other appearing parties to the notary (Article 39 (2) of Law Number 2 Year 2014 concerning the Amendment of the Laws Number 30 Year 2004 concerning Notary Public). The interpretation of the phrase “acknowledged by the notary based on the identity” is based on the information provided in the parties’ identity card. The witnesses are also recognized as ‘*yang telah saya notaris kenal*’ (acknowledged by the notary). In general, the witnesses in of the deed are familiar with the notary because they are the employees of the respective notary.

Gender-Based Designation of the Party in the Deed

The designation of the parties is distinguished based on gender. The term “*Tuan*” is used for male person which translated into English as Mister or Mr. Meanwhile, for female person uses the term “*Nyonya*” (Misses/Mrs.), “*Nona*” (Miss/Ms.), and “*Wanita*” (the Lady). Married or unmarried men are addressed similarly, which is “*Tuan*” (Mister/Mr.). The woman is addressed differently based on marital status. An unmarried woman is addressed as “*Nona* (Miss/Ms.)”, while the married one is “*Nyonya*” (Misses/Mrs.)’ Meanwhile, a woman who has children but is not married is addressed as “*Wanita*” (the Lady). The difference in addressing the appearing parties between man and woman in the deed tends to be discriminative gender-biased. The pronunciation difference between men and women may not be in line with the equal position of men and women before the law as described in Article 27, paragraph (1) of the 1945 Constitution, that all citizens have equal positions in law.

Breach of Contract and Default

The content of the deed includes the terms “*cidera janji*” or “*wanprestasi*” (translated into breach of contract or default), which are broadly interpreted by the Civil Code. According to the code, the breach of contract or default occurs when the debtor:

- a. does not perform or deliver what has been promised;
- b. perform or deliver something but not in accordance with what was promised;
- c. perform or deliver but later than agreed; or
- d. doing what is prohibited or not allowed in the agreement.

An example of the expansion of the interpretation of the term “breach of contract” or “default” in notarial deed can be found in *Murabahah Financing Acknowledgement Akad*. Article 6 of the agreement stated that:

“The First Party/Bank to demand or request payment from the Second Party/Customer or anyone who obtains rights from him or her or part or all of the Second Party/Customer’s financing amount based on this contract, to be paid immediately and at once without any notification letter, warning letter, or other letter if one of the things or events mentioned below occurs:

- a. The second party/customer does not carry out its repayment obligations at the agreed time;



- b. Documents or information submitted or provided by the second party/customer to the first party/bank as stated in the contract are false, invalid or incorrect;
- c. If based on the prevailing or later prevailing laws and regulations, the second party/customer can or is not entitled to be the second party/customer;
- d. The second party/customer is declared bankrupt, placed under guardianship, dissolved, insolvency and/or liquidation;
- e. If for any reason, part or all of the security deed is declared void based on a court decision or arbitration body."

Definition of Terms in the Islamic Financing Contract Deed

Deeds based on the principles of Islamic law, especially banking financing contracts, if compared to conventional banking credit agreement deeds, provide definitions for several terms at the beginning of the deed. It is necessary because many terms in Islamic-based contract deeds that are not understood and recognized by the parties. Examples of the term's definition in the Islamic financing contract deed are:

1. *Al-musyarakah* financing contract is a contract between the owners of funds/capital to mix their funds/capital in a certain business, with the distribution of profits among the owners of funds/capital based on a predetermined ratio;
2. Financing means funds provided by the Bank to be used in the customer's project/business;
3. Shariah means Islamic law derived from the Qur'an, Sunnah, Hadith, Ijma', Qiyas and Fatwa of the National Shariah Council which regulates all matters covering the fields of *mahdhah* worship and *muamalah* worship;
4. Project/business is an activity carried out by the customer to produce goods/services that are permitted by sharia;
5. *Nisbah* is part of the revenue/profit that is entitled to the customer and the bank which is determined based on an agreement between the customer and the bank;
6. Profit sharing is the division of income agreed upon by the parties to be distributed in accordance with a mutually agreed ratio/calculation;
7. Bank working days are Bank Indonesia working days;
8. Income is all revenue obtained from the results of the business carried out by the customer with joint capital provided by the bank and the customer in accordance with this contract;
9. Financing bookkeeping is a bookkeeping on behalf of the customer at a bank that specifically records all customer transactions in connection with financing which is valid evidence and binds the customer for all payment obligations, as long as it cannot be proven otherwise in a lawful manner;
10. Profit is income as referred to in point 8 of this article minus expenses before tax deduction;
11. Collateral Documents are all forms of evidence of ownership or other rights to goods used as collateral to guarantee the implementation of the Customer's obligations to the bank based on this contract;



12. Term of the contract is the validity period of this contract as specified in article 4 of this contract;
13. Default is an event or events as stated in article 8 of this contract which causes the bank to be able to stop all or part of the financing and collect immediately and at once the amount of the Customer's obligations to the bank before the term of this contract.

Force Majeure

In the deed, there is also an interpretation of force majeure, which is an event beyond the fault of the parties caused by natural events or other events of a forceful nature as a justification that the parties cannot be required to fulfill the performance. Natural events can be in the form of floods, earthquakes, volcanic eruptions, landslides, fires, epidemics, and other events due to war, rebellion, riots, or due to certain political conditions.

In the *Murabahah* Financing Acknowledgement *Akad*, Article 13 stipulates that:

1. At any time, if in the reasonable opinion of the First Party/Bank after the signing of this agreement, there are changes in the monetary, financial, economic or national political fields that affect business activities in general, where based on business considerations it is no longer possible for this financing facility to continue either permanently or temporarily, then PT. Bank Tabungan Negara (Pesero) Tbk based in Jakarta through the Semarang Syariah Branch Office on behalf of the First Party/Bank will notify the Second Party/Customer in writing no later than 7 (seven) calendar days after the event by attaching a written statement/declaration from the local authorities/government or authorised officials for the consideration of the Second Party/Customer. The First Party/Bank must resume its obligations under this Agreement after the Force Majeur situation has ceased.
2. This situation is not a reason for cancellation of this contract, but a temporary/suspensive situation until the situation can be overcome.

Other events mentioned in the syariah financing deed is a condition where according to the common sense of the First Party/Bank, after the date of the execution of the agreement, there is a change in the national monetary, financial, economic, political effects the business activities in general, and where after considering the conditions, the financing shall not be continued permanently or temporarily. The First Party/Bank shall fulfill the obligations according to the deed after the force majeure has been declared over. The condition shall not be the excuse for the deed nullification. Instead, it is a condition that is temporary or lapsed until the condition is managed.

In the syariah financing deed, the force majeure condition shall only be effective for the interest of the Bank as the Party who provides the finance. Meanwhile, the exact condition is different from the customers. The deed indicates that the Bank has a



higher bargaining position than the customers and unequal rights and obligations among the parties.

The Final Part of the Deed

The deed is usually closed with the phrase “*demikianlah akta ini dibuat dan dilangsungkan di...*” which translated into English as “... herein the deed is drawn and enacted in” The phrase needs further explanation or interpretation. The notary explains that the definition of “drawn and enacted” or “*dibuat dan dilangsungkan*” is that the deed is drafted, established, and signed immediately by the parties, witnesses, and notary under the notary’s jurisdiction area on a particular day, date, and time without any grace period.

In the final part of the notarial deed, it is expressly determined that the interpretation of the agreement and all consequences and implementation in every letter or agreement referred to in the agreement, as well as all rights, legal remedies, powers, main rights, duties, obligations and responsibilities based on the agreement and or security documents are carried out based on the laws of the Republic of Indonesia. The provisions of the agreement in a notarial deed like this are in line with the provisions of Article 1342 of the Civil Code which states that “*If the words of an agreement are clear, it is not allowed to deviate from what has been written by way of interpretation.*”

The Legal Interpretation of the Deed

If in an agreement in the form of a notarial deed there are words or terms and collections of terms that have various interpretations, it is better to investigate the intentions of the two parties who made the agreement, rather than sticking to the meaning of words according to letters (Article 1343 of the Civil Code). In the event that the agreement can be given two meanings, based on Article 1344 - Article 1345 of the Civil Code, then the agreement must be given an interpretation

- a. according to the meaning that enable the agreement to be implemented, not according to the meaning that does not enable the agreement to be implemented;
- b. selected the meaning that most appropriate to the nature of the agreement;
- c. explained according to the custom in the community or where the agreement was made.

In the notarial deed that became the research study, it was also found that there was an agreement that had two meanings or interpretations, namely in the provisions regarding dispute resolution, it was determined as follows:

- a. in the event of a dispute arising in this agreement, the parties will resolve the matter through mediation;
- b. if the mediation settlement of the dispute as referred to in letter a does not result in a solution, then the parties agree to bring this matter to be examined and decided based on arbitration;



- c. if the settlement through mediation as referred to in letter a cannot resolve the dispute that arises, then the parties agree to settle through litigation at the District Court.

Based on the contents of agreement, there are two different interpretations, firstly on the letter b it is determined that if mediation fails to resolve the dispute, then the parties agree to resolve the dispute through arbitration. Secondly, in the letter c it is determined that if mediation fails to resolve the dispute, then the parties agree to resolve the dispute through litigation in district court. Therefore, appropriate efforts are needed in resolving disputes in order to resolve the problem properly ([Pasaribu, 2018](#); [Riza & Abduh, 2018](#)).

Based on the article above, if mediation fails to resolve the dispute, then who has the authority to resolve their dispute, whether arbitration tribunal or district court ([Hadiati & Tampi, 2017](#); [Hajati et al., 2014](#); [Mantili, 2021](#); [Ridwan, 2018](#)). Referring to the law of interpretation determined by the Civil Code, the correct interpretation is based on the meaning that best suits the nature of the agreement. The choice of dispute resolution forum intended in the agreement is settlement outside the district court, namely arbitration, while dispute resolution through the district court is not an alternative choice but an absolute authority. The word arbitration also has two interpretations, whether it refers to institutional or ad-hoc arbitration. Therefore, the interpretation must be investigated based on the intention of the parties when they went to the notary to make the agreement.

In the view of progressive law, which gives a large role to human behavior in law, it provides an understanding that the legal interpretation of word, term or group of terms written in the text should not be the only guideline. Interpretation is a process of finding the meaning of a limited object into a broader and more complex social reality, therefore the meaning of words, terms or a group of terms cannot be the sole basis for realizing legal justice ([Hartoyo, 2022](#); [Imron, 2016](#); [Mulkan, 2021](#); [Putuhena, 2013](#))

Legal interpretation that is not bound to words, terms or group of terms is often referred to as functional interpretation or free interpretation. Functional interpretation tries to understand the true meaning of a law by using various other sources that can provide an explanation ([Muda, 2016](#)). This is also due to the non-eternal nature of the law, constantly limping with the changing times while the law requires a definite formulation ([Lutfi, 2021](#); [Rismawati, 2015](#)).

Even if the words, terms, or group of terms used in a notarial deed have a broad interpretation in making an agreement, the agreement must be interpreted according to what was intended clearly to the parties when the parties went to the notary to make the agreement. If there are doubts, then the agreement must be interpreted as a loss for the party who make the agreement and as a benefit for the party who binds himself to the agreement.



Even if a word, term or set of terms used in a notarial deed has a broad interpretation in making an agreement, the agreement must be interpreted according to what was clearly intended by the parties when the parties appeared before the notary to make the agreement. If there is any doubt, then an agreement must be interpreted to the disadvantage of the party to whom the agreement is made and to the advantage of the party who bind himself to the agreement (Article 1349 of the Civil Code).

Conclusion

In conclusion, the legal interpretation of the terms, phrases, and clauses used in notarial deeds is a crucial aspect of ensuring the validity and enforceability of agreements. The interpretation is grounded in various legal sources, including laws, regulations, judicial decisions, and authentic interpretations based on agreements attested before a notary. Standardized terms in notarial deeds provide a foundation, but their unique meanings may not be easily understood by the public. The designation of parties based on gender raises concerns of potential gender-bias, while breach of contract clauses and force majeure provisions define the consequences of non-compliance and unexpected events. In the realm of Islamic finance, notarial deeds introduce specific definitions for terms, aiming to clarify concepts unique to Islamic-based contracts.

Additionally, the final part of the deed emphasize the importance of jurisdiction and legal principles governing the interpretation of the entire agreement. It is highlighted that, in case of ambiguity or dual meanings, the intention of the parties prevails, and the agreement should be interpreted to favor the party bound by it. Furthermore, the role of progressive law is highlighted as advocating for a functional interpretation that considers not only the literal meaning of words but also broader social realities. In essence, the legal interpretation of notarial deeds involves a nuanced understanding of language, context, and the intentions of the parties involved. It is a dynamic process that requires adherence to legal principles while being attuned to the evolving nature of law and societal dynamics.

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Declarations

Author contribution : Author 1: initiated the research ideas, instrument construction, data collection, analysis, and draft writing;
Author 2: revised the research ideas, literature review, data presentation and analysis, and the final draft.



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Reference

- Abdullah, N. (2017). Kedudukan Dan Kewenangan Notaris Dalam Membuat Akta Otentik. *Jurnal Akta*, 4(4), 655–664.
- Afifah, K. (2017). *Pertanggungjawaban dan Perlindungan Hukum bagi Notaris secara Perdata terhadap Akta yang dibuatnya*. Universitas Islam Indonesia.
- Ardhiwisastro, Y. B. (2000). *Penafsiran dan Konstruksi Hukum*. Alumnus.
- Cecep Cahya Supena. (2022). Manfaat Penafsiran Hukum Dalam Rangka Penemuan Hukum. *Moderat: Jurnal Ilmiah Ilmu Pemerintahan*, 8(2), 427–435. <https://doi.org/10.25157/moderat.v8i2.2714>
- Darusman, Y. M. (2016). Kedudukan notaris sebagai pejabat pembuat akta otentik dan sebagai pejabat pembuat akta tanah. *ADIL: Jurnal Hukum*, 7(1), 36–56.
- Hadiati, M., & Tampi, M. M. (2017). Efektivitas Mediasi dalam Penyelesaian Sengketa Konsumen oleh Badan Penyelesaian Sengketa Konsumen (BPSK) di DKI Jakarta. *Jurnal Hukum Prioris*, 6(1).
- Hajati, S., Sekarmadji, A., & Winarsih, S. (2014). Model Penyelesaian Sengketa Pertanahan Melalui Mediasi Dalam Mewujudkan Penyelesaian Yang Efisiensi Dan Berkepastian Hukum. *Jurnal Dinamika Hukum*, 14(1), 36–48.
- Halim, C. (2014). *Analisis Penerapan Pasal 31 Undang-undang No. 24 Tahun 2009 Tentang Kewajiban Menggunakan Bahasa Indonesia Terhadap Kontrak Internasional Yang Berpedoman pada asas-asas dalam Hukum Kontrak (Studi Kasus Putusan Perkara No.451/Pdt.G/2012/PN.Jkt.Bar)*.
- Hartoyo, E. (2022). *Penegakan Hukum dalam Putusan Hakim pada Perkara Pidana yang Berkeadilan Berbasis Hukum Progresif*. Universitas Islam Sultan Agung Semarang.
- Imron, A. (2016). Transformasi Hukum Islam Ke Dalam Hukum Nasional Indonesia. *Jurnal Ilmiah Hukum Dan Dinamika Masyarakat*, 5(2).
- Iryadi, I. (2018). Kedudukan Akta Otentik dalam Hubungannya dengan Hak Konstitusional Warga Negara. *Jurnal Konstitusi*, 15(4), 796–815.
- Isharyanto, & Abdurrachman. (2016). *Penafsiran Hukum Hakim Konstitusi: studi terhadap Pengujian UU Nomor 7 Tahun 2004 tentang Sumber Daya Air*. Halaman Moeka Publishing.
- Kimbal, L. G., Negara, T. A. S., & Susilo, H. (2022). Autentisitas Akta Notaris yang Dibuat Secara Elektronik pada Masa Pandemi COVID-19. *Jurnal Ilmiah Pendidikan Pancasila Dan Kewarganegaraan*, 6(2), 417–426.
- Lutfi, C. (2021). Penemuan Dan Penafsiran Hukum Hakim Mahkamah Agung Tentang Penyelesaian Sengketa Pembiayaan Akad Musyarakah. *Syar'ie: Jurnal Pemikiran Ekonomi Islam*, 4(1), 67–94.
- Mantili, R. (2021). Konsep penyelesaian perselisihan hubungan industrial antara serikat pekerja dengan perusahaan melalui Combined Process (Med-Arbitrase). *Jurnal Bina Mulia Hukum*, 6(1), 47–65.
- Mertokusumo, S. (1992). *Hukum Acara Perdata Indonesia*. Liberty.
- Muda, I. (2016). Penafsiran Hukum yang Membentuk Keadilan Legal dalam Penyelesaian Sengketa Perbankan Syariah (Kajian Putusan Mahkamah Konstitusi Nomor 93/PUU-X/2012). *Jurnal Yudisial*, 9(1), 37–50.



- <https://jurnal.komisiyudisial.go.id/index.php/jy/article/viewFile/30/28>
- Mulkan, H. (2021). Peranan Hakim Dalam Persidangan Perkara Pidana Sebagai Upaya Penegakan Hukum Pidana. *Jurnal Hukum Samudra Keadilan*, 16(2), 305–319.
- Pasaribu, H. J. (2018). *Politik Hukum Terhadap Dinamika Kewenangan Lembaga Peradilan Dan Arbitrase Dalam Penyelesaian Sengketa Perdagangan Antara Ny. Siti Hardiyanti Rukmana Dengan Pt. Berkah Karya Bersama Dan Pt. Cipta Televisi Republik Indonesia*. UAJY.
- Putuhena, M. I. F. (2013). Politik Hukum Perundang-undangan: Mempertegas Reformasi Legislasi yang Progresif. *Jurnal Rechts Vinding: Media Pembinaan Hukum Nasional*, 2(3), 375–395.
- Ridwan, M. (2018). Penyelesaian Sengketa Perbankan Syariah di Indonesia. *MALIA: Journal of Islamic Banking and Finance*, 1(1).
- Rismawati, S. D. (2015). Menebarkan keadilan sosial dengan hukum progresif di era komodifikasi hukum. *Jurnal Hukum Islam*, 1–12.
- Riza, F., & Abduh, R. (2018). Penyelesaian Sengketa Secara Arbitrase Untuk Melindungi Konsumen Melalui Badan Penyelesaian Sengketa Konsumen. *EduTech: Jurnal Ilmu Pendidikan Dan Ilmu Sosial*, 4(1).
- Sasangka, H. (2005). *Hukum Pembuktian dalam Perkara Perdata untuk Mahasiswa dan Praktisi*. Mandar Maju.
- Soepadmo, D., & Surabaya, E. N. (1994). Teknik Pembuatan Akta Seri B-1. *Surabaya: PT Bina Ilmu*.
- Tjukup, I. K., Layang, I. W. B. S., 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.
- Utama, A. S., & Arben, A. (2021). Kedudukan Akta Notaris sebagai Akta Autentik. *Recital Review*, 3(1), 75–88.
- Wijaya, P. A. P. D., & Prajitno, A. A. A. (2018). Tanggung Jawab Notaris Terhadap Kesalahan Dalam Pembuatan Akta Yang Dilakukan Oleh Notaris Penggantinya. *Perspektif*, 23(2), 112–120.
- Wiranata, A. R. (2021). Analisis Pembuatan Akta Notaris Secara Elektronik. *Al Qodiri: Jurnal Pendidikan, Sosial Dan Keagamaan*, 19(1), 408–421.