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RECONSTRUCTION OF NOTARY LAW: PRECAUTIONARY PRINCIPLE IN ISSUING COVERNOTE FOR BANKING CREDIT AGREEMENTS

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Abstract
This article seeks to reconstruct the law on notary positions with the precautionary principle in issuing covernote to prevent unlawful acts as a basis for credit disbursement at banks. Also, it aims to demonstrate the superiority of the regulatory framework by highlighting its relevance in a legal gap and addressing inconsistencies in practice by combining aspects - Law, Institutions, Technology, Humans, and Environment in assessing a legal reconstruction by using a doctrinal legal research method with a statutory and conceptual approach to support this; furthermore, using a multi-criteria policy approach to formulate legal
construction by involving experts in these aspects. This article concludes with the results of the revised regulations concerning notary positions, specifically the addition of Article 15, paragraph (2), letter 'h'. This provision states that an information letter (covernote) must be created to indicate that the process is still ongoing while adhering to the precautionary principle. The implementation cannot be effectively pursued through an individual sector approach. Instead, they require the development and coordination of a comprehensive approach based on a multicriteria approach.

KEYWORDS *Banking Credit Agreements, Covernote, Reconstruction Notary Law, Precautionary Principles, Multicriteria*

Introduction

Notaries are public officials authorized to create authentic deeds and have other legal authorities as defined by Law (UU). Authentic deeds are perfect evidence and bind every legal relationship. In addition to authentic deeds, notaries issued a covernote that explains that there is an ongoing process. This study focuses on the problem regarding the legal status of the issuance of covernote by notaries, the nomenclature of which is not found in laws and regulations, especially the Notary Law[1]. The main question is how to reform the regulations concerning the precautionary principle for notaries when issuing cover notes, ensuring their full responsibility to prevent unlawful acts in binding credit agreements within the banking sector[2].

Banks in credit distribution can still be implemented with the principle of prudence, as regulated in Article 8 paragraph (1) of Law Number 7 of 1992 concerning Banking as amended by Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking, which states that when providing credit or financing based on a thorough analysis of the debtor's intention, capability and ability to repay the debt or financing according to the agreed terms[3].

However, credit distribution activities often ignore the legality of collateral or credit guarantees, such as certificate collateral that is not yet in the name of the applicant or

[1] G. A. P. W. Pradnyasari and I. M. A. Utama, "Kedudukan Hukum Covernote Notaris Terhadap Perlindungan Hukum Bank Dalam Perjanjian Kredit," *Acta Comitas* 3, no. 3 (2019), https://doi.org/10.24843/ac.2018.v03.i03.p05.

[2] S. A. Yusmi, "Akibat Hukum Pencairan Kredit Yang Didasarkan Pada Covernote Notaris," *Recital Review* 2, no. 2 (2020), https://doi.org/10.22437/rr.v2i2.9043.

[3] D. Rachmayani and A. Suwandono, "Covernote Notaris Dalam Perjanjian Kredit Dalam Perspektif Hukum Jaminan," *ACTA DIURNAL Jurnal Ilmu Hukum Kenotariatan Dan Ke-PPAT-An* 1, no. 1 (2017): 73, https://doi.org/10.24198/acta.v1i1.67.

prospective customer but uses a covernote in the process of accelerating credit disbursement4. In addition, the process of imposing collateral or installing a mortgage on a guarantee certificate often takes more than one working day, while the process of disbursing or distributing funds usually has to be done at the time of signing the credit so that the basis of the bank's trust in the covernote is only based on trust in the notary's credibility as a public official and Land Deed Making Officer (PPAT)5.

The prudential banking concept is violated by this approach since credit can be disbursed with a covernote, although the collateral object must be registered with the National Land Agency (BPN) for the parties to be legally certain and bound. The issuance of covernote often causes various problems6, including delays in credit payments, debtor defaults, and causing losses to the bank7. Additionally, reliance on paper-based documents presents challenges. Physical documentation significantly contributes to administrative inefficiencies and increases the risk of errors in verifying the authenticity and validity of documents used as collateral. Therefore, precautionary measures must be consistently taken by notaries to ensure the accuracy, reliability, and legal certainty of such documents. Article 1 paragraph (2) letter c of the Banking Law which states that one of the affiliated parties is a party that provides its services to the bank, including public accountants, appraisers, legal consultants, and other consultants8.

On the other hand, digitalization also presents its own challenges due to the unpreparedness of various aspects – technology, institutional capacity, limited human resources, and environment that has yet to support digital adoption9. In the issue of online registration of Mortgage Rights, fiduciary registration is carried out by notaries on the website https://fidusia.ahu.go.id. While the procedure for registering Mortgage Rights can only be printed at the National Land Agency (BPN) office. Therefore, there are several obstacles in the implementation of online fiduciary registration. The lack of standardization exacerbates legal uncertainty and complicates efforts to align notarial practices with modern governance standards[10] and the precautionary principle.

This study builds upon previous research by offering a reconstruction of the regulatory gap regarding the issuance of covernote11. In practice, the issuance of covernote by notaries arises from notarial practice, rather than from written law serving as the basis for legitimacy. Furthermore, the use of covernote, which bind the parties, spans various aspects; thus, the reconstructions must also be considered from multiple supporting dimensions12.

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[4] A. Faniabelle and F. A. Lukman, "Pertanggungjawaban Notaris Pada Penerbitan Covernote Sebagai Jaminan Hutang Atas Sertifikat Hak Atas Tanah Yang Sedang Dalam Proses Pendaftaran Di Kantor Pertanahan," *Jurnal Darma Agung* 31, no. 3 (2023): 147, https://doi.org/10.46930/ojsuda.v31i3.3413.

[5] N. T. R. Ham, "Pertanggungjawaban Notaris Atas Covernote Yang Dikeluarkan Yang Menjadi Suatu Dasar Kepercayaan Suatu Bank," *Indonesian Notary* 2, no. 4 (2020), https://scholarhub.ui.ac.id/notary/vol2/iss4/21/.

[6] D. W. Juliyanto and M. N. Imanullah, "Problematika Covernote Notaris Sebagai Pegangan Bank Untuk Media Realisasi Pembiayaan/Kredit Dalam Dunia Perbankan," *Jurnal Repertorium* 5 (2018).

[7] H. P. Pinatih, "Kekuatan Hukum Covernote Melalui Pemberian Kredit Bank Dengan Jaminan Hak Tanggungan Apabila Terjadi Kredit Macet," *Acta Comitas* 4, no. 3 (2019), https://doi.org/10.24843/ac.2019.v04.i03.p14.

[8] B. A. Shafira Mulyandhani and H. S. HS, "Tanggung Jawab Notaris Pengganti Dalam Pembuatan Covernote," *Private Law* 1, no. 1 (2023), https://doi.org/10.29303/prlw.v1i1.2692.

[9] I. W. A. Sedana et al., *EFISIENSI PELAYANAN PUBLIK DI ERA KECERDASAN BUATAN* (Widina Media Utama, 2025).

[10] Chaerul Anwar, "Rekonstruksi Hukum Terhadap Kevakuman Pengaturan Notaris Dalam Berpraktik Akad Perbankan Syariah Di Indonesia" (Sekolah Pascasarjana UIN Syarif Hidayatullah Jakarta, 2024), Sekolah Pascasarjana UIN Syarif Hidayatullah Jakarta.

[11] Yusmi, "Akibat Hukum Pencairan Kredit Yang Didasarkan Pada Covernote Notaris."

[12] A. Budianto, "Pertanggung Jawaban Notaris Dalam Penerbitan Covernote Terkait Dengan Pelaksanaan Akad Kredit Pada Bank Pembangunan Daerah Sulawesi Tenggara" (Universitas Islam Sultan Agung (Indonesia), 2023), http://repository.unissula.ac.id/id/eprint/32384.

This study used a doctrinal legal research method with a statute approach and a conceptual approach13. Furthermore, a multicriteria approach is employed14. To propose regulation and models using a multidimensional approach – law, institutions, technology, human resources, and environment. By integrating the precautionary principle, this study aims to bridge the comprehensive framework, address regulatory gaps, reduce impacts, and align notarial services with modern and sustainable governance standards.

Primary legal materials include Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary. In addition, it incorporates the results of focused discussions with experts on the aspects and reviews. Secondary legal sources include research journal articles and writings related to covernote15.

1.1. Weaknesses of the Legal Substance of the Notary Precautionary Principles in Issuing Covernote

The legal legitimacy of covernote in notarial practice in Indonesia is also based on the word "request" or "approval" from the debtor so that the original covernote is connected to the agreement originating from the legal agreement of the parties, as stated in Article 1233 of the Civil Code:

"All contracts arise from an agreement, or by law"

According to Badrulzaman (1993)[16], in legal science, an obligation is a legal relationship that occurs between two or more parties in the field of wealth, where one party has the right to perform while the other party is obligated to fulfill that performance. In other words, as long as the creation of the covernote is still within the scope of the agreement of the parties, which is carried out based on the principle of good faith *(te goeder trouw),* then the validity of the covernote is valid before the law. Article 50 of the Criminal Code (KUHP) defines acts that are prohibited by law as follows:

> "No punishable shall be the person who commits an act for the execution of a statutory provision."

Furthermore, referring to the principle of legality contained in Article 1 number (1) of the KUHP, it reads:

> "No act shall be punished unless by virtue of a prior statutory penal provision."

Based on the two criminal articles above, in terms of the interpretation of *argumentum a contrario* (contrary argument), the correlation with the notary's issuing of a covernote demonstrates that the notary cannot construe an action as a legal infraction as long as it is not deemed improper or expressly declared to be illegal.

1. As explained above, basically, the main point of the substantial argument concerning the discussion of the legal status of the making of a covernote.
2. A covernote or an information letter that contains a statement is a legal product that is directly related to the general authority of the notary as stated in the Notary Law;
3. In order to classify a covernote as an agreement deriving from a bond or agreement between the debtor and creditor, a notary public official may only issue one upon request for legal purposes in the disbursement of credit at a bank or financial institution.

So, it can be concluded from the three main points of the legal standing of the notary in issuing covernote or information letter based on their practice in Indonesia is legally valid.

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[13] A. Aarnio, *Essays on the Doctrinal Study of Law (Vol. 96)* (Springer Science & Business Media, 2011).

[14] R. J. Martelo Gomez, T. J. Fontalvo Herrera, and C. A. Severiche Sierra, "Applying MULTIPOL to Determine the Relevance of Projects in a Strategic IT Plan for an Educational Institution," *Tecnura* 24, no. 66 (2020), https://doi.org/10.14483/22487638.16176.

[15] F. Duhat and R. Setyowati, "Notary's Responsibility for Covernote Issuance as the Basis for the Bank's Trust in the Credit Agreement," *Jurnal Daulat Hukum* 6, no. 1 (2023), https://doi.org/10.30659/jdh.v6i1.27157.

[16] M. D. Badrulzaman, *Perjanjian Kredit Bank* (Bandung: Alumni, 1993).

However, this can be considered a legitimate action and does not conflict with statutory regulations, but it still raises the view that with the existence of legal facts about the existence of covernote that are not regulated explicitly and in detail in the Notary Law's clauses (UUJN), then the room for abuse of authority by notaries as mortal humans who are not free from mistakes will occur in legal matters that are being carried out.

Considering that the information letter, also known as covernote, issued by the notary contains statements or information relating to certain legal actions to parties, especially the debtors, regarding deeds that are in the process of being processed. The information letter must be affixed with the signature and stamp or seal of the notary concerned, then, by *de jure*, the covernote should only be a statement that does not have binding power like an authentic deed. However, also *de jure*, in the practice of the notary world, covernote is seen as a "magic letter" that can be the basis for other legal actions of notaries. This series of thoughts is what is meant as a form of dispute regarding the legal status.

Efforts to describe the problem of the legal status of covernote or information letter can be shown through a comparative study or comparison of a notary's authority to issue a covernote versus the authority to issue a Certificate of Inheritance (SKW); this can be seen from the similarities between the two, namely the legal status and nomenclature of SKW, which are not mentioned and are not regulated or explained in detail in the Notary Law.

Depart from the explanation of these articles, the fundamental difference between the legal status of the issuance of covernote and SKW by a notary is clear, where the legal review of the issuance of an SKW is in principle more dominant than the issuance of covernote, the nomenclature and procedures for its preparation are not regulated by laws and regulations, especially the Notary Law.

1.1.1. The Basis of Banking Confidence in the Legal Power of Covernote

Banks must act based on the prudential principles when distributing funds, providing funds, and engaging in other business activities. This includes implementing diversification and distribution of the portfolio of funds provided; this is under Article 11 of Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking. These provisions, when viewed broadly, are provisions that provide certain limitations for banks in terms of carrying out activities of receiving funds and distributing funds. This obligation is very reasonable because one of the main reasons for banking failures so far has started from violating prudential regulations and providing credit beyond reasonable limits.

Bank credit distribution must be carried out by adhering to several principles; in this case, two principles must be upheld by the bank, namely:

1. The principle of trust: every provision of credit must be accompanied by trust, under the origin of the word "credit," which means trust. In other words, debtors must believe that credit will be beneficial to them, and creditors must also believe that they will be able to repay their credit.
2. The prudential principles: Banks must constantly follow and adhere to the prudential concept when conducting commercial operations, such as extending credit to clients or debtors.

Article 8 of Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking, which states that:

1. When providing credits or financing based on Syariah principles, a commercial bank must have confidence in the debtor’s intention, capability, and ability to repay the debt in accordance with the agreed terms.
2. A commercial bank shall develop and implement guidelines on credit and financing based on Shariah principles, in accordance with regulations set by Bank Indonesia.

This also explains that what must be assessed by banks before providing credit is the character, ability, capital, collateral, and business prospects of the customer to support installment payments at each due date. Likewise, what was stated by Supramono (1997)[17] in the banking world is the 5C principle (Character, Capacity, Capital, Collateral, and Condition of economic). Assessment in this way is not new to banks because the principle has been regulated, and in practice, banks are always in line with credit granting procedures.

Banks in credit distribution activities often ignore the legality of collateral or credit guarantees, such as, for example, a collateral certificate that is not yet in the name of the applicant or prospective customer, but in the credit disbursement process using a covernote or information letter stating that the collateral certificate is in the process of Transfer of Rights to the name of the applicant or, in this case, the debtor. This is often forced to speed up the credit process so that the distribution of funds can still be carried out with the bank's prudential principle.

Installing Mortgage Rights or placing collateral on the guarantee certificate is another procedure associated with covernotes. This is done because the process often takes more than one working day, while the disbursement or distribution of funds usually must be done on the same day as the signing of the credit.

Mortgage Rights are collateral whose object is Land Rights in the form of a certificate, as mentioned above, according to Article 1 number 1 of Law Number 4 of 1996 concerning Mortgage Rights (UUHT) which states that:

> "Underwriting right on land, including objects in connection with land, which is further called Underwriting Right, shall be the right of guarantee, imposed on the right on land as referred to in Act Number 5 of 1960 concerning Basic Regulation of Agrarian Principles, with or without other objects constituting one unit with said land, for the settlement of certain debts, which provides a priority position to certain creditors toward other creditors."

These provisions are also explained in Article 10 paragraphs (1) and (2) of Law Number 4 of 1996 concerning Mortgage Rights, namely:

Paragraph (1)

> "The provision of an Underwriting Right shall he proceeded by a promise to provide an Underwriting Right as a guarantee for the settlement of a certain debt, set forth in-and constituting an inseparable part of the debt receivable agreement concerned, or another agreement creating said debt."

Paragraph (2)

> "The provision of an Underwriting Right shall he conducted by way of drawing-up an Underwriting Right Provision Deed by a PPAT, in accordance with the legislative regulations in force."

Article 10 paragraph (2) of the Mortgage Law above requires that the Granting of Mortgage Rights must be made with a PPAT deed. This is also reaffirmed in Article 44 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration which reads:

> "The encumbering of a land right or an apartment ownership right with a *hak tanggungan* (security title), the encumbering of a *hak milik* (right of ownership) with a *hak guna bangunan* (right of use of structures), a *hak pakai* (right of use), a *hak sewa bangunan* (right of use of structures), and the encumbering of a land right or an apartment ownership right with another lawful encumbrance can be registered if it is

[17] Gatot Supramono, *Perbankan Dan Masalah Kredit : Suatu Tinjauan Yuridis*, Rev. Ed. (Jakarta: Djambatan, 1997), https://lib.ui.ac.id/detail.jsp?id=20337172.

evidenced with a deed made by the authorized PPAT in accordance with the applicable regulations."

With the issuance of a Mortgage Certificate, the debt given by the creditor to the debtor has binding legal force. The certificate determines whether the debt with mortgage collateral will be disbursed or not; in other words, the debt with mortgage collateral will only be disbursed after the issuance of the covernote when the notary is truly sure of the urgent needs of the debtor and creditor. In banking practice, there is business competition that requires banks to provide credit to debtors quickly, while debtors are parties who want their credit to be disbursed quickly.

The notary's obligation to be cautious is as one of the affiliated parties in providing services to the bank. This is based on the provisions stated in Article 1 paragraph (22) letter c of the Banking Law, which states that "a party providing services to the Bank, such as public accountant, appraiser, legal consultant and other consultant."

A covernote is made based on trust between the Bank and the Notary as a partner to accelerate the disbursement of credit because the burden of the Deed of Granting of Mortgage Rights (APHT) on the debtor's land ownership certificate as collateral is in the process of completion. Covernote is made and issued by notaries due to practical needs that are only based on the bank's trust in the notary's credibility as a public official and as a PPAT. Covernote are made and issued by notaries due to practical needs as explained above. Therefore, covernote is only morally binding and arises based on practice and needs, so that it is only based on trust and customs that make the law for the parties bound, and the binding form only lies with the notary if the notary does not deny the signature. The notary is fully responsible for what is written in it because it contains agreements. If what is written in it does not match the agreements, the notary will be responsible or accept demands from the bank and the debtor.

1.1.2. There is No Mechanism Yet to Regulate the Principle of Precautionary for Notaries in Making Covernote

The Central Board of the Indonesian Notary Association (PP INI) has discussed the information letter known as a covernote. According to PP INI, the Notary Law does not provide regulations regarding covernotes issued by notaries in connection with their official duties. The Recommendations and Unity of Attitude from PP INI state the following:

1. Do not make an information letter or covernote that contains matters that are not related to the duties and authorities of the notary's position. The making of an information letter (covernote) is only done if the deed has been completely signed and made according to the requirements and procedures stipulated by the Law.
2. Provide an understanding to the bank that they must continue to pay attention to the Bank's Prudential Principles when providing credit and that the disbursement of credit is not related to whether the notary provides an information letter (covernote) or not.
3. Do not make a covernote or information letter, which functions as collateral for conditions that cannot be guaranteed by the notary, for example: guaranteeing that "the certificate is not in a state of dispute and is free from encumbrances."

According to the theory by Otto & Pompe (2023)[18], true legal certainty is the end point of every legal system that can provide every citizen with the opportunity to obtain effective recovery through the existing legal system.

In addition, this theory explains that the application of the value of legal certainty must meet the following requirements:

1. The availability of clean, clear, consistent, and easily obtained or accessed rules, and issued and recognized by the state.

[18] J. M. Otto and S. Pompe, *The Legal Oriental Connection* (Leiden Oriental Connections 1850-1940: Brill, 2023), https://doi.org/https://doi.org/10.1163/9789004610071_017.

2. Government agencies are subject to and obey the law in addition to implementing it consistently.
3. Citizens, in principle, change the way they behave based on these legal regulations.
4. When resolving legal disputes, independent and impartial judges have the ability to apply these legal regulations consistently.
5. Judicial decisions are concretely implemented.

The element of legal certainty, which states that "there are clean, clear, consistent rules that are easily obtained or accessed and issued and recognized by the state," is basically related to the discussion of this study, namely legal certainty related to the contents of the information letter or covernote for objects processed by a notary. The law is based on the concept of *Recht der Werkelijkheid*, which refers to the actual legal situation. It avoids using terms that carry multiple meanings.

Legal certainty cannot be defined sociologically; it can only be defined normatively by reference to relevant laws. Normative legal certainty occurs when a rule is formulated and rationally stated so that it does not cause doubt (multi-interpretation) and logically so that it becomes a normative system with other norms so that it does not clash or cause conflict. If the covernote is not regulated in Article 15 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, so that there is no legal certainty, then the legal basis related to the covernote is a provision based on legal customs from formal sources that exist and apply to this day in Indonesia.

Therefore, an information letter, also known as a covernote, functions as a formal source of law because it is based on customs, namely repeated human actions that are carried out simultaneously. Thus, a letter of information or covernote can be considered an agreement based on agreements and customary law. This custom is practiced and obeyed many times until it finally becomes a strong regulation.

Method

1.2. Doctrinal Legal Analysis Reconstruction of Notary Law Regulations in Issuing Covernote for Disbursement of Bank Credit Based on Precautionary Principle.

Covernote or information letter have temporary binding legal force and are only used to support authentic deeds that have not been completed or are in the process of being managed by the concerned notary19. Based on the debtor's request as a letter explaining that the guarantee is in the process of being charged with Mortgage Rights to the creditor, and associated with the correlation between the covernote and the general authority of the notary as stated in the Notary Law (UUJN) to make authentic deeds, then the covernote act is valid as long as it does not conflict with the provisions of laws and regulations.

1.3. Reconstruction of Legal Regulations in Issuing Covernote for Disbursement of Bank Credit Based on the Precautionary Principle to Prevent Unlawful Acts

The quality of a legal practitioner, in this case, a notary, will be seen from the various decisions taken, whether dignified or not, placing dignified considerations as the main reference in providing legal services to the community or not. According to Bachruddin (2019)[20], basically, the existence of a notary holds two functions and positions at the same time and cannot be separated, namely the function and position as an officer and as an individual citizen. It is called simultaneous and inseparable because the position and the functions attached to it

[19] I. M. P. Dharasana, I. Kresnadjaja, and I. P. L. Dhananjaya, "The Status of the Covernote and the Role of the Notary in Banking," *Law Doctoral Community Service Journal* 2, no. 1 (2023), https://doi.org/10.55637/ldcsj.2.1.6236.20-27.

[20] G. Bachruddin and E. Soponyono, *Hukum Kenotariatan: Membangun Sistem Kenotariatan Indonesia Berkeadilan* (Bandung: Refika, 2019).

are abstract and static. Thus, for the position and its functions to become concrete and move to achieve the desired goals, it is necessary to have office holders, namely officials as individuals (*natuurlijk* person).

Manan (2016)[21] also stated that without being filled by officials *(ambtsdragen)*, the functions of state offices cannot be carried out properly. In addition, the process of filling the position includes three divisions, namely:

a. Filling the position by-election.
b. Filling the position by appointment.
c. Filling the position, which also contains both appointment and election, which functions as a statement of support.

Various legal problems have emerged in the notary world along with the development of the industry, one of which is that notaries have the potential to be negligent in respecting human dignity and honor for cooperation agreements or becoming bank partners or other refined terms, as if it can be justified, even though it is not by legal values or principles, especially as a nation that upholds the values of the *"Ideologi Pancasila"*, it should be right if the theory of dignified justice is used as a guideline[22]. Wiwoho (2017)[23] explained that in the history of its development, contract law initially adopted a closed system. This means that the parties are bound by the understanding stated in the law. This is due to the influence of the teaching of *legism* which views that there is no law outside the law. This can be seen and read in various decisions of the *Hoge Raad* (the Supreme Court) from 1910 to 1919.

Then the existence of the principle of freedom of contract and the principle of *pact sunt servanda* (pact has been kept) has built various kinds of contracts that automatically become a source of law that is binding on the parties. In the business field, there are so many contracts that depend on the type and substance that regulate them, from the smallest to the largest objects. According to Amah's (2023)[24] research, the relationship between a notary and their client is not a relationship that can be conditioned like a contractual relationship, where if the notary does not fulfil their performance, the client can file a lawsuit. Then by Prihatiningtyas (2021)[25], in the same study, it was argued that the existence of a bank or notary partner will have reciprocal consequences by providing a commission as compensation for services that have been carried out by the notary, and other consequences can affect the public's assessment of the existence of a notary, which should not be allowed according to the Notary Law and the Ethics. Furthermore, Widodo (2022)[26], in the same study, also argued that the bank and notary partner agreement affects the notary's independence in making authentic deeds because, in the partnership agreement, the notary is required to follow all the bank's wishes to make authentic deeds.

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[21] B. Manan and S. D. Harijanti, "Artikel Kehormatan: Konstitusi Dan Hak Asasi Manusia," *PADJADJARAN Jurnal Ilmu Hukum (Journal of Law)* 3, no. 3 (2016): 448–67, https://doi.org/10.22304/pjih.v3.n3.a1.

[22] M. S. Hidayat et al., "Legal Protection for Telemedicine Patients Based on Pancasila Justice Values," *Journal of Law, Policy and Globalization* 141, no. 60 (2024), https://doi.org/10.7176/JLPG/141-07.

[23] J. Wiwoho and A. Mashdurohatun, *Hukum Kontrak, Ekonomi Syariah Dan Etika Bisnis* (Semarang: Undip Press, 2017).

[24] C. N. Amah, "Problematika Hukum Atas Perjanjian Kerjasama Antara Bank Dengan Notaris Di Indonesia: Perspektif Teori Keadilan Bermartabat," *Supermasi Hukum* 19, no. 02 (2023): 66–77, https://doi.org/10.33592/jsh.v19i02.3366.

[25] O. Prihatiningtyas and Armansyah., "Akibat Hukum Dan Etik Atas Pemberian Komisi Sebagai Imbal Jasa Oleh Notaris Rekanan Bank Serta Etika Dalam Menjalankan Jabatan Notaris," *Kemahasiswaan Hukum & Kenotariatan* 1, no. 1 (2021), https://journal.univpancasila.ac.id/index.php/imanot/article/view/2866.

[26] G. H. T. Widodo, "Kemandirian Notaris Dalam Perjanjian Kerja Sama Rekanan Bank Dan Pelaksanaan Terkait Dengan Pelanggaran Undang-Undang Jabatan Notaris," *Dikmas: Jurnal Pendidikan Masyarakat Dan Pengabdian* 2, no. 2 (2022): 525, https://ejurnal.pps.ung.ac.id/index.php/dikmas/article/view/1297.

Notaries have a dominant position towards their clients, so they have the potential to side with the bank because Notaries and Banks will always have a dominant position. To understand more deeply the position of notaries and banks concerning the concept of legally made agreements is a Law for the parties who make them. The relationship between Notaries and Banks is very close and can contribute to national development through the various duties and obligations of each, both Notaries and Banks. Notaries play an important role in strengthening the legal relationship between banks and bank customers through various agreements required by both parties and permitted by law. Formal relationships (business relationships or between government agencies and other community institutions), because they contain legal consequences, require a kind of legal "umbrella" that is used to protect the interests of the parties involved in a relationship.

In addition, there is a relationship between Notaries and Banks. It should be remembered that notaries as public officials who are trusted by the state, have unique duties and obligations, and may not cooperate with banks. Moreover, in the form of a cooperation agreement, especially in carrying out a cooperation agreement, this act is completely outside the legal system and code of ethics, which requires no cooperation with parties who have the potential to become intermediaries to obtain clients.

The existence of legal bonds and trust is very important to guarantee the relationship between the bank and its customers. Law is also very important to regulate the relationship between individuals and society. So legal relations consist of bonds between individuals and between individuals and society, and so on. In this case, a bank is a financial intermediary institution between economic units that have a surplus (excess funds) and economic units that experience a deficit (lack of funds). It can be understood that banks are the core of every country's financial system. Based on the definition of Article 1 paragraph (1) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, it must be understood that a notary has the authority to make authentic deeds, not to enter into cooperation agreements with other parties, including banks. A notarial deed is a piece of perfect written evidence, as explained in the Notary Law. The evidence mentioned is made to guarantee and obtain an absolute legal certainty regarding the certainty of the date, month, year, time, contents of the deed, signature, and place where the deed was made.

The substance of the reconstruction or addition lies in what originally Article 15 paragraph (2) of Law Number 30 of 2004 concerning Notary Position only contained:

a. Ratify signatures and determine certain dates for documents created privately by registering them in a special register;
b. Register any privately made documents in a special register;
c. Create copies of the authentic documents that were made privately, as described in the relevant documents;
d. Verify the copies against the authentic documents;
e. Provide legal extensions for the preparation of deeds;
f. Draft deeds related to agrarian affairs; or
g. Prepare deeds documenting the minutes of bids.

Reconstructed or added letter - h, making an information letter or covernote stating that the process is still ongoing by applying the precautionary principle.

The Notary Law's Article 15 Paragraph 1 requires using this power to protect the parties' interests by adhering to the precautionary principle. Article 16 paragraph (1) of the Notary Law requires notaries to be impartial; although the phrase impartial in the contents of this article is very abstract, it does not mean that it is a reason to make a cooperation agreement with a bank that has the potential for abuse of the notary position.

> "The function of a notary is that he/she is professionally bound, to the extent of his/her ability, to prevent abuse and legal provisions and opportunities provided by law."

If this problem continues to be allowed to become a habit, it will become a disease that disturbs and destroys the image and dignity of the Indonesian notary institution. This will show a discrepancy with the original purpose of the institution being established.

According to Subekti (2018)[27], in an agreement, there are several special agreements, one of which is a work agreement.

1. Work Agreement *(arbedsovewereenkomst).*
2. Contract of Work *(aanneming van werky).*
3. Agreement to perform a service or independent work *(overeenkomst tot het verricten enkeledienstenj).*

Several regulations regarding credit have been stipulated by Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking, which regulates banking activities. According to this law, Indonesian banking is no exception in terms of credit by implementing the prudential principle to improve bank health. Banks will be influenced by all credit provisions, both directly and indirectly. Consequently, before any credit provision is approved, a thorough analysis of the credit application must be conducted. This requirement is in accordance with Article 2 of the Banking Law, which states that Indonesian banking operates on the principles of economic democracy while adhering to prudential principles. The application of the prudential principles aims to keep banks in a healthy condition, maintain public trust in banks, and provide economic benefits to the community.

The application of the prudential principles in providing credit is implemented by examining each credit application submitted by prospective debtors. This is under the provisions of Article 8 paragraph (1) of the Banking Law. To analyse a credit application, banks generally use an analysis instrument known as the "5C."

The credit process typically starts with a prospective debtor submitting a credit application, followed by the bank conducting a credit analysis. Then the bank disburses the credit and evaluates the implementation of the credit. Banks use the prudential principle (prudential banking) in providing credit to avoid credit problems in the future. These procedures and stages are implemented by the flow of the credit granting process.

The Explanation of Article 8 paragraph (1) of the Banking Law states that land with proof of ownership through traditional title such as *"girik," "petuk,"* and others may be used as collateral. This is also emphasized again in the Explanation of Article 10 paragraph (3) of the Mortgage Rights Law (UUHT), which stipulates that the imposition of mortgage rights on land rights, evidenced by *"girik," "petuk,"* or similar documents, is possible as collateral. This possibility is intended to provide an opportunity for land rights holders who do not yet have certificates to obtain credit. In addition, the possibility is also intended to encourage land rights certification in general.

Article 13 paragraph (3) of Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land – UUHT, which states that the registration of the Underwriting Right, as mentioned in paragraph (1), is carried out by the Land Office. This process involves creating an Underwriting Land Book Right and recording it in the land book for the property that is subject to the Underwriting Right. Additionally, a copy of this registration is included in the relevant Land Certificate.

The Banking Law and the UUHT do provide opportunities for land whose ownership is still in the form of *Girik, Petuk.* Before the Mortgage Grant Deed (APHT) is completed and the mortgage certificate is issued, the notary makes an information letter or covernote, and the notary agrees to take care of land rights, make an APHT, and register mortgage rights until the issuance of a mortgage certificate. In the process of granting mortgage rights through an APHT,

[27] S. B. Subekti, "Marketing The Project Developed Landed Houses Based On The Agreement To Sel," *International Journal of Advanced Research (IJAR)*, 2018, https://doi.org/10.21474/IJAR01/8162.

the grantor of mortgage rights must be present before the notary. However, if an individual is unable to present themselves, they must designate another party as their attorney by granting a Power of Attorney to Charge Mortgage Rights (SKMHT). The SKMHT is established by the customer or debtor in the context of a credit agreement with the bank. This document must be formalized either through a notary deed or a deed from the authorized land office (PPAT).

According to the UUHT, APHT must be made following the status of land rights. After being granted, SKMHT for registered land rights must be made APHT within one month, while SKMHT for unregistered land rights must be made APHT within three months. The deadline for making APHT and SKMHT is one of the reasons why the binding of collateral with mortgage rights on land that has not been certified is not perfect. The imperfect binding of this collateral occurs because there are often disputes or objections from community members regarding the land rights registration process stating that the land does not belong to the debtor or the debtor cannot prove the ownership of the land. Before there is clarity about the status of the land, the Land Office will not issue a land rights certificate. Without a land rights certificate that will function as collateral, the mortgage rights registration process cannot be carried out, which means that the binding of collateral is not perfect, while the disbursement of credit has been carried out based on covernote. However, according to Article 263 of the KUHP, a covernote can be included in an unlawful act if the covernote made by the notary has intentionally provided false information. The article states that anyone who forges or falsifies a document that could establish a title, create a contract, or serve as a release from debt, or any document intended to provide evidence of a fact, with the intention of using it or allowing others to use it as if it were genuine and authentic, shall be guilty of forgery. If such use could result in harm, the offender shall face a maximum imprisonment of six years. The Notary Law's Article 16 paragraph (1) letter (a) declares that a notary shall be obligated to act honestly, accurately, and independently while considering the interest of all relevant parties in any legal action.

1.4. Framework Based Multicriteria Analysis for Notary Law – Reconstructed or added letter h, making an information letter or covernote stating that the process is still ongoing by applying the precautionary principle

In response to the legal uncertainty and practical ambiguities surrounding the issuance of covernote, this chapter introduces a multi-dimensional analytical framework to support reconstruction for notary law. Using a multi-criteria dimension, it becomes possible to develop a robust legal reform strategy that aligns with contemporary governance standards, addresses accountability issues, and enhances the reliability of notarial services in both Indonesia and comparable jurisdictions.

1.4.1. Legal Dimension

Reconstructed or added letter h, making an information letter or covernote stating that the process is still ongoing by applying the precautionary principle.

1.4.2. Institutional Dimension

Currently, notarial and PPAT services are undergoing digital transformation, although full integration has yet to be achieved (Basyarudin, 2024)[28]. To support the legal dimension, institutional development is essential through the following strategic action measures:

1. Establish a centralized cloud-based institution for secure electronic document storage and archiving.

[28] Basyarudin Basyarudin, "The Evolution and Significance of Notarial Law in Modern Legal Systems," *Sciendo* 4, no. 1 (2024), https://doi.org/10.2478/law-2024-0002.

2. Ensure system reliability and continuity by developing mechanisms to handle disruptions in online services.
3. Protect cyber notary practices through institutional frameworks that address cybersecurity threats and digital crime prevention.

1.4.3. Technology Dimension

To support the legal dimension, the implementation of appropriate technology is essential[29] through the following strategic action steps:

1. The principle of precautionary by notaries before issuing covernotes, requires verifying the completeness of the Land Certificate and documents submitted.
2. Utilizing information and communication technology to carry out notarial duties and functions electronically, including the creation, validation, and storage of notarial deeds in digital form.
3. Developing clearer regulations regarding cyber notary to provide better legal protection for notarial practices in the digital realm and ensure the security and integrity of electronically managed data.

1.4.4. Human Dimension

Aimed at the growing digitization of services to support the legal dimension, human resources remain a vital element in ensuring the accuracy and integrity of processes[30]. Therefore, the following steps are essential:

1. Re-verifying uploaded documents, considering that electronic systems lack the contextual judgment and discernment that humans possess.
2. Maintaining the integrity and loyalty of human resources, as they are the front line in ensuring that all procedures are carried out with due diligence and in accordance with professional ethics.

1.4.5. Environment Dimension

To ensure equitable digital transformation, attention must be given to regional disparities in access to notarial services and technology[31]. The following measures are recommended:

1. Bridging the digital divide across regions so that all areas can equally benefit from digital notarial services.
2. Improving access to notarial services in remote or underdeveloped areas, where the presence of notaries is still limited
3. Promoting a paperless system to streamline administrative processes and support environmental sustainability practices.

1.4.6. Data Analysis

Evaluation of the reconstructed or added letter 'h' involves the making of an information letter, which states that the process is still ongoing by applying the precautionary principle. This dimension is used to examine various aspects that may be realized in supporting the importance of reconstruction. Each assessment process evaluates how well the situation, rules, and initiatives are integrated with their functions.

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[29] M. Ridwan, "Reconstruction Of Notary Position Authority and Implementation Of Basic Concepts Of Cyber Notary," *Jurnal Akta* 7, no. 1 (2020), http://dx.doi.org/10.30659/akta.v7i1.9432.

[30] L. Hanim, "Improving Human Resources In Law (Fiduciary Guarantee) Professional Competence To Face The Global Trend," in *Proceedings of The 2th International Multidisciplinary Conference 2016*, 2016, https://jurnal.umj.ac.id/index.php/IMC/article/view/1305.

[31] P. L. Athanassiou, *Digital Innovation in Financial Services: Legal Challenges and Regulatory Policy Issues* (Kluwer Law International BV, 2016).

Tabel 1: The excellence program action to support reconstruction

	RESTRUCT	ICT Notary	Notary CYB	INTEGRITY	GREEN Not	Moy.	Ec. Ty	Number
Action 1	19.1	18.9	19.2	18.9	18.6	18.9	0.2	5
Action 2	17.6	18.1	17.9	17.8	18.9	18	0.5	4
Action 3	17.3	16.9	17.1	17.2	16.1	16.9	0.4	2
Action 4	18.2	18.1	17.9	18.3	17.5	18	0.3	3
Action 5	13.2	13.9	13.7	13.6	17.9	14.4	1.7	1

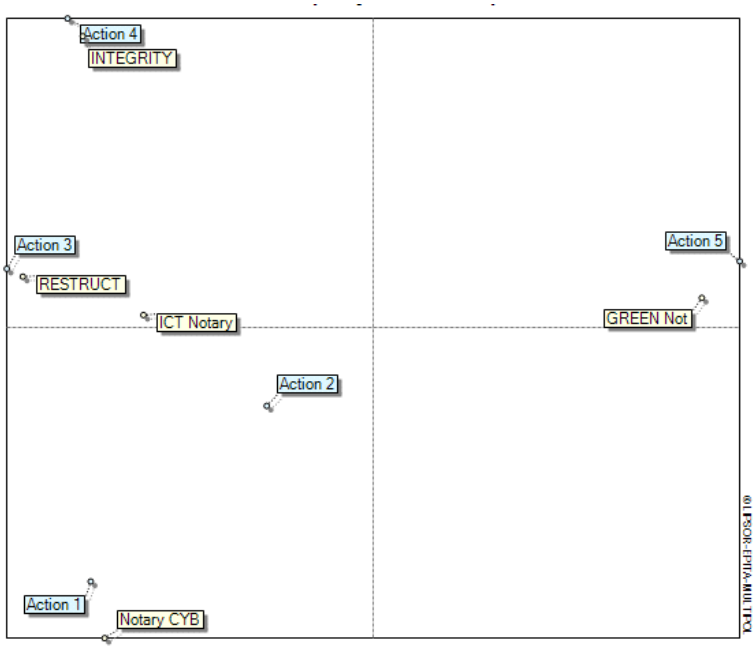

Figure 1: Policy action to support reconstruction

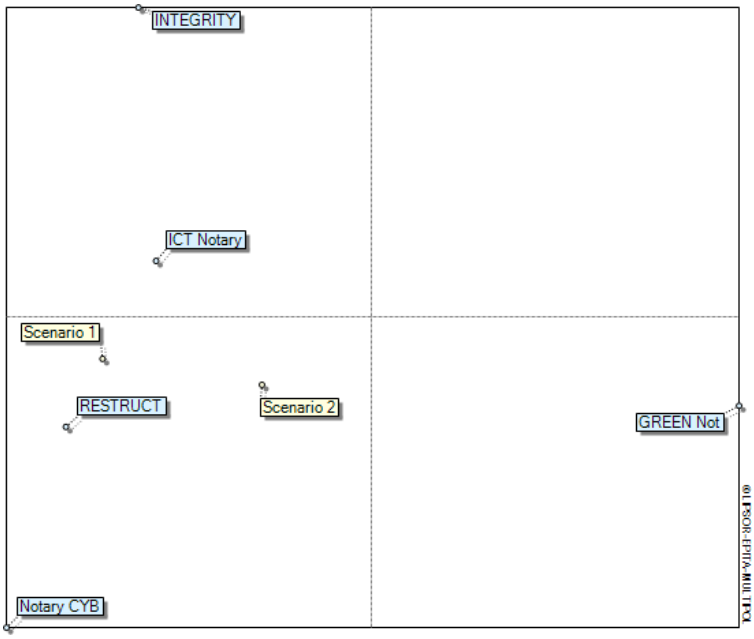

Figure 2: Scenario to support reconstruction

1.4.7. Discussion of Finding

Table 1 displays the priority programs to support the reconstruction of the UUJN or added letter 'h' for covernote. The legal aspect (Action 1) must be prioritized to support a strong regulatory basis, in line with the principle of prudence and the need for accurate verification of documents and issuance of covernote. Legality not only fills the legal gap but also provides certainty in its supporting aspects. The institutional aspect (Action 2) is very important in supporting reconstruction through cloud-based storage infrastructure, cybersecurity, and mechanisms in the event of disruption. This emphasizes that digitalization is not just the adoption of technology but must be accompanied by the readiness of institutions that support stable system operations. The technological aspect - cyber notary (Action 3) is in fourth place. This shows that cyber notary is not a priority yet because it still depends heavily on the readiness of legal and institutional aspects and equal access across regions. In addition, the legal gap regarding cyber notary practices can be an obstacle to its implementation as a whole. Action 4 on the aspect of human resources (HR) is actually in third place; this is because HR plays an important role in ensuring the accuracy of the process and integrity concerning the implementation of technology and policies.

Figure 1 shows the level of closeness or relationship between policies that support both in terms of function, role, and strategic impact. Technology policy (cyber notary) is the highest closeness that is the basis of the digital notary system, so it becomes the main foundation in implementing the precautionary principle in preventing the risk of violations of the law followed by institutional policy (ICT notary) to ensure the integration and validity of covernote across institutions. HR as a competent and integrated process implementer.

Figure 2 shows the scenario to support the reconstruction of UUJN, but both scenarios are still at a low level of technological maturity. This shows that further technological development is needed. On the other hand, HR and institutions have not directly supported the transformation. Meanwhile, the Notary Cyber scenario requires special attention in terms of development and alignment with support for the reconstruction of UUJN in the future.

Conclusion

Overall, these findings emphasize that the reconstruction of the legal regulation of the precautionary principle of notaries in issuing covernote to prevent unlawful acts in binding credit agreements in banking is very important so that the output of the covernote that the notary issued truly has legal certainty and legal protection for all parties, both the customer/debtor and the banking party.

"Reconstructed or added letter 'h' involves the making of an information letter (covernote), which states that the process is still ongoing by applying the precautionary principle."

This reconstruction cannot be done sectorally but requires the support of multi-aspect policies, institutions, human resources, technology, and the environment so that the precautionary principle and legality can be translated into an adaptive system. This principle is not only embedded in regulations but is also realized in the integration of all supporting aspects.

References

Aarnio, A. *Essays on the Doctrinal Study of Law (Vol. 96)*. Springer Science & Business Media, 2011.

Amah, C. N. "Problematika Hukum Atas Perjanjian Kerjasama Antara Bank Dengan Notaris Di Indonesia: Perspektif Teori Keadilan Bermartabat." *Supermasi Hukum* 19, no. 02 (2023): 66–77. https://doi.org/10.33592/jsh.v19i02.3366.

Athanassiou, P. L. *Digital Innovation in Financial Services: Legal Challenges and Regulatory*

Policy Issues. Kluwer Law International BV, 2016.

Bachruddin, G., and E. Soponyono. *Hukum Kenotariatan: Membangun Sistem Kenotariatan Indonesia Berkeadilan*. Bandung: Refika, 2019.

Badrulzaman, M. D. *Perjanjian Kredit Bank*. Bandung: Alumni, 1993.

Budianto, A. "Pertanggung Jawaban Notaris Dalam Penerbitan Covernote Terkait Dengan Pelaksanaan Akad Kredit Pada Bank Pembangunan Daerah Sulawesi Tenggara." Universitas Islam Sultan Agung (Indonesia), 2023. http://repository.unissula.ac.id/id/eprint/32384.

Dharasana, I. M. P., I. Kresnadjaja, and I. P. L. Dhananjaya. "The Status of the Covernote and the Role of the Notary in Banking." *Law Doctoral Community Service Journal* 2, no. 1 (2023). https://doi.org/10.55637/ldcsj.2.1.6236.20-27.

Duhat, F., and R. Setyowati. "Notary's Responsibility for Covernote Issuance as the Basis for the Bank's Trust in the Credit Agreement." *Jurnal Daulat Hukum* 6, no. 1 (2023). https://doi.org/10.30659/jdh.v6i1.27157.

Faniabelle, A., and F. A. Lukman. "Pertanggungjawaban Notaris Pada Penerbitan Covernote Sebagai Jaminan Hutang Atas Sertifikat Hak Atas Tanah Yang Sedang Dalam Proses Pendaftaran Di Kantor Pertanahan." *Jurnal Darma Agung* 31, no. 3 (2023): 147. https://doi.org/10.46930/ojsuda.v31i3.3413.

Ham, N. T. R. "Pertanggungjawaban Notaris Atas Covernote Yang Dikeluarkan Yang Menjadi Suatu Dasar Kepercayaan Suatu Bank." *Indonesian Notary* 2, no. 4 (2020). https://scholarhub.ui.ac.id/notary/vol2/iss4/21/.

Hanim, L. "Improving Human Resources In Law (Fiduciary Guarantee) Professional Competence To Face The Global Trend." In *Proceedings of The 2th International Multidisciplinary Conference 2016*, 2016. https://jurnal.umj.ac.id/index.php/IMC/article/view/1305.

Hidayat, M. S., A. Mashdurohatun, S. E. Wahyuningsih, and J. Wiwoho. "Legal Protection for Telemedicine Patients Based on Pancasila Justice Values." *Journal of Law, Policy and Globalization* 141, no. 60 (2024). https://doi.org/10.7176/JLPG/141-07.

Juliyanto, D. W., and M. N. Imanullah. "Problematika Covernote Notaris Sebagai Pegangan Bank Untuk Media Realisasi Pembiayaan/Kredit Dalam Dunia Perbankan." *Jurnal Repertorium* 5 (2018).

Manan, B., and S. D. Harijanti. "Artikel Kehormatan: Konstitusi Dan Hak Asasi Manusia." *PADJADJARAN Jurnal Ilmu Hukum (Journal of Law)* 3, no. 3 (2016): 448–67. https://doi.org/10.22304/pjih.v3.n3.a1.

Martelo Gomez, R. J., T. J. Fontalvo Herrera, and C. A. Severiche Sierra. "Applying MULTIPOL to Determine the Relevance of Projects in a Strategic IT Plan for an Educational Institution." *Tecnura* 24, no. 66 (2020). https://doi.org/10.14483/22487638.16176.

Mulyandhani, B. A. Shafira, and H. S. HS. "Tanggung Jawab Notaris Pengganti Dalam Pembuatan Covernote." *Private Law* 1, no. 1 (2023). https://doi.org/10.29303/prlw.v1i1.2692.

Otto, J. M., and S. Pompe. *The Legal Oriental Connection*. Leiden Oriental Connections 1850-1940: Brill, 2023. https://doi.org/https://doi.org/10.1163/9789004610071_017.

Pinatih, H. P. "Kekuatan Hukum Covernote Melalui Pemberian Kredit Bank Dengan Jaminan Hak Tanggungan Apabila Terjadi Kredit Macet." *Acta Comitas* 4, no. 3 (2019). https://doi.org/10.24843/ac.2019.v04.i03.p14.

Pradnyasari, G. A. P. W., and I. M. A. Utama. "Kedudukan Hukum Covernote Notaris Terhadap Perlindungan Hukum Bank Dalam Perjanjian Kredit." *Acta Comitas* 3, no. 3 (2019). https://doi.org/10.24843/ac.2018.v03.i03.p05.

Prihatiningtyas, O., and Armansyah. "Akibat Hukum Dan Etik Atas Pemberian Komisi Sebagai

Imbal Jasa Oleh Notaris Rekanan Bank Serta Etika Dalam Menjalankan Jabatan Notaris." *Kemahasiswaan Hukum & Kenotariatan* 1, no. 1 (2021). https://journal.univpancasila.ac.id/index.php/imanot/article/view/2866.

Rachmayani, D., and A. Suwandono. "Covernote Notaris Dalam Perjanjian Kredit Dalam Perspektif Hukum Jaminan." *ACTA DIURNAL Jurnal Ilmu Hukum Kenotariatan Dan Ke-PPAT-An* 1, no. 1 (2017): 73. https://doi.org/10.24198/acta.v1i1.67.

Ridwan, M. "Reconstruction Of Notary Position Authority and Implementation Of Basic Concepts Of Cyber Notary." *Jurnal Akta* 7, no. 1 (2020). http://dx.doi.org/10.30659/akta.v7i1.9432.

Sedana, I. W. A., I. A. P. S. Widnyani, I. A. G. Girindra, N. M. A. I. Saraswati, I. P. G. J. Ekayasa, N. M. P. Rahayu, A. Sapariati, I. B. Astawa, I. W. A. Sugiarta, and P. Unilawati. *EFISIENSI PELAYANAN PUBLIK DI ERA KECERDASAN BUATAN*. Widina Media Utama, 2025.

Subekti, S. B. "Marketing The Project Developed Landed Houses Based On The Agreement To Sel." *International Journal of Advanced Research (IJAR)*, 2018. https://doi.org/10.21474/IJAR01/8162.

Supramono, G. *Perbankan Dan Masalah Kredit : Suatu Tinjauan Di Bidang Yuridis*. Vol. 4, Is. Jakarta: Rineka Cipta, 2016.

Widodo, G. H. T. "Kemandirian Notaris Dalam Perjanjian Kerja Sama Rekanan Bank Dan Pelaksanaan Terkait Dengan Pelanggaran Undang-Undang Jabatan Notaris." *Dikmas: Jurnal Pendidikan Masyarakat Dan Pengabdian* 2, no. 2 (2022): 525. https://ejurnal.pps.ung.ac.id/index.php/dikmas/article/view/1297.

Wiwoho, J., and A. Mashdurohatun. *Hukum Kontrak, Ekonomi Syariah Dan Etika Bisnis*. Semarang: Undip Press, 2017.

Yusmi, S. A. "Akibat Hukum Pencairan Kredit Yang Didasarkan Pada Covernote Notaris." *Recital Review* 2, no. 2 (2020). https://doi.org/10.22437/rr.v2i2.9043.

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