

Potential Losses at Pt. Bank Sumut Marelana Raya Sharia Sub-Branch Against the Binding of the Deed of Mortgage Data Errors by PPAT

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Abstract

Binding deed of mortgage that occurs data errors by PPAT, such errors as mistaken identity of the debtor / creditor, errors in the data of the collateral object and editorial errors in the mortgage clause, which can affect the legal force of the deed. Formulation of the problem causes of data errors in The Binding of the deed of mortgage by PPAT in PT. Bank Sumut Marelana Raya Syariah Auxiliary Branch. Steps that can be taken by PT. Bank Sumut to reduce the risk of data errors in The Binding of mortgage deed. The role of PPAT in ensuring data accuracy in the deed of mortgage and its responsibilities in case of data errors. This type of research is an empirical legal research, descriptive analytical. The data sources used in this study are primary and secondary Data. Data collection techniques using library research, and field research, document study data collection tools. The research used in this study is deductive thinking method to inducti. The cause of data errors in The Binding of the deed of mortgage by PPAT in PT. Bank Sumut Marelana Raya Sharia sub-branch, namely administrative errors, such as typos in the name of the party, identity number, land area, or certificate number. Incomplete documents such as party identity documents (KTP, tin, KK) that are not in accordance or are not valid. Land certificates that are still in the process of transferring rights or there are records of blocking / disputes.

Keywords: Binding Liability Act, Data Errors, PPAT, Potential Losses.



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INTRODUCTION

Law is the basis of the state where the Constitution is expressly recognized. Law in Indonesia is legalized through the Constitution of 1945 (UUD 1945) as a written legal basis. Then the 1945 Constitution was also affirmed not only as positivism but also non-positive laws practiced in the life of the nation. (Bisri, 2008) Currently, negligence often arises when the process takes place and guarantees in PPAT practice. A recurring problem that arises is the authenticity of the guarantee in accordance with the provisions of the Mortgage Law (Uuht). This object usually becomes collateral as a mortgage and is indirectly controlled by the other party. In the event of default, the legal procedure for its settlement is carried out through auctions, sales and other methods while remaining responsible for the guarantee, as stipulated in the UUHT (Adjie & Gunarsa, 2013).

Problems associated with credit settlement in which the certificate of property rights are burdened with liabilities against imperfect deed binding by PPAT, so that in this case also causes potential losses experienced by PT Bank Sumut Marelana Raya Sharia Sub-Branch. When giving credit to the debtor, PT. Bank Sumut Marelana Raya Sharia Sub-Branch has basically fulfilled the requirements and principles set by the bank.

Losses incurred by PT Bank Sumut Marelan Raya Syariah Sub-Branch, due to the imperfection of the deed of mortgage PPAT products, so this certainly has an impact on the bank, and can undermine the bank's order, which has an impact on the overall performance of the bank. The bank also has the potential to suffer losses if the preferential right to the collateral object is eliminated.

The first problem of this context is The Binding of the mortgage deed after a data error by PPAT, namely, problematic property guarantees, where the bank provides loans to debtors with property guarantees. However, after defaulting, the bank tried to execute the guarantee and found that the property guarantee contained a data error that resulted in the bank not being able to sell or take over the property to cover loan losses.

There is a problem in the company in connection with the issue of binding the deed of mortgage that occurred data errors by PPAT, such errors as mistaken identity of the debtor/creditor, errors in the data object guarantee and editorial errors in the mortgage clause, which can affect the legal force of the deed (Aprianto et al., 2020).

The description of these problems makes this research important which will be reviewed in more depth as a legal research with the title “potential losses at PT. Bank Sumut Marelan Raya Syariah Sub-Branch against The Binding of The Deed of mortgage data errors by PPAT”.

RESEARCH METHODS

This research is descriptive analytical, which wants to describe carefully through categorization and facts, be it personal, group, or situation, and ascertain how often something happens (Bahder Johan Nasution, 2008). The analysis in question will be carried out carefully based on the images and facts that have been obtained, in order to answer research questions (Diantha, 2016).

This type of research uses Empirical Legal Research, where sources in the field become the main source, for example through interviews. Empirical research aims to examine the legal phenomena associated with social phenomena contained in the pattern of interactions and relationships that are constantly in the aspect of society (Singarimbun & Efendi, 1981).

Primary and secondary Data are sources used in Empirical Legal Research. Primary information comes from data directly in the field and collected from respondents.

RESULTS AND DISCUSSION

APHT binding is the process of correlatively guaranteeing land or other objects to a lender to guarantee debt repayment. In this process, APHT is formulated by PPAT and filed at BPN. In Indonesia, there are several organizations that deal with loans and guarantees. General and special types of guarantees are of two categories.

As the regulation of the Criminal Code that this type of collateral is derived from the provisions of the law and applies to all creditors. Rather, special collateral comes from the agreement. The concept of individual collateral is the ability of the parties to fulfill their obligations in cases where the debtor does not fulfill his promise (Anand, 2018).

Collateral is beneficial to the creditor because it is owned by the debtor and controlled or bound by the creditor if the debtor does not fulfill its obligations. This encourages debtors to try their best to pay off their debts. Therefore, the creditor has the advantage and convenience in obtaining his rights from the object of his (Anggraeni & Marwanto, 2020).

With the holding of the UUHT, the desire in accordance with the provisions of Article 51 of the Constitution can be fulfilled. Article 29 UUHT causes mortgage provisions contained in Book II of the Civil Code as well as the provisions of the Credetverband Staatsblad 1908-542 declared unenforceable in terms of HT on the right to land and agrarian-related goods. Civil Code and the provisions of the credetverband in the Staatsblad 1908-542, which are not enforced in terms of the imposition of HT on land rights and goods that are correlated with agrarian in Book II of the Criminal Code (Anggraini et al., 2025).

HT can be understood as a type of collateral for the payment of receivables that have priority. From the explanation above, it can be concluded that HT is the components of the object guarantee of a thing that exists even though it is not imperatively described in the legislation. Furthermore, Articles 10, 11, and 12 of the HT law state that HT can only be given if it is regulated by agreement (Anshori, 2009).

It is very clear that, according to Article 4 paragraph (1), (2) UUHT, HT can be applied SHM, HGU, HGB, and the right to work. To enforce HT, PPAT must create an APHT document, which shows HT against the lender. The HT must be documented and in writing in order to be in line positive law to gain legal force (Barda Nawawi, 2001).

Submission of HT begins when the agreement of both parties are bound in an agreement. Then PPAT formulates a document to be continued by the BPN within seven days after the document is ratified. Based on the SOP, the stage is completed in seven days but often late because many of the background such as bureaucratic complexity, not maximizing technology, and other technical errors that often occur in the field (Bisri, 2008). One of the important and significant industries that can boost the stability of the country is banking. Actors perbankan must understand the situation and its existence is very important because the bank plays a very strategic role in the development of the country to bridge the gap as the Pancasila order and the 1945 Constitution (Diantha, 2016).

HT is the main agreement. Therefore, the determination of mortgage rights on the object of guarantee can only be carried out after the primary agreement of the parties. As explained in Article 10 paragraph 1 and Article 18 paragraph (1) of the UUHT, the agreement to give HT is considered an accessory agreement because the provisions of Article 10 paragraph 1 state "the agreement to give HT is a unity that gives birth to the debts". While the provisions of Article 18 paragraph (1) letter A, it is emphasized that HT will disappear along with the expiration of the agreement made by both parties (Muljadi & Widjaja, 2008).

The purpose of HT is to ensure the implementation of legal order through the implementation and ratification of APHT by PPAT. As explained in Articles 8 and 9, The Giver of HT and the holder of HT are the subjects of the mortgage (Djumhana, 2012).

The lender will provide a credit loan once the terms are met, and an agreement called a loan agreement will be made. In the credit agreement, the debtor is required to provide land liabilities and recorded and tied to SHM. To bind the mortgage, a credit agreement is required. draw up documents for the right to liability. making HT giver documents through local BPN (Fuady, 2013).

The Office of the Land Deed Maker in the Implementation of The Binding Liability Act

PPAT is known as a land rights official and in Dutch it is called the land rights registrar is a public authority that has the power by the state to document official matters related to the

act of legalizing land rights. The position and function of PPAT is very important in national and international life (Handoko, 2014). In accordance with the provisions mentioned, the role of PPAT can be considered as a public official. However, the definition of what is meant by a public official is not found in legal products. "General officer" is a person appointed by the state who has the authority to provide services to the general public in a particular field or activity (Harsono, 1997).

In accordance with the relevant rules, PPAT is a person who has the authority to draw up certain land documents. Document indicating the transfer and transfer of land/House rights, and authorization to charge HT. A person appointed by an institution that has the authority to provide public services in a particular field or activity is known as a public official.

In its function as a public official, PPAT is responsible for making mortgage rights made in the form of APHT. An APHT can also be made under a guarantee agreement which will result in an authentic deed of title. In relation to juridical obligations, the official demanded that PPAT could carry out the authority given by his position by not violating applicable rules. Thus, if the officer deviates, he can be prosecuted (Harsono, 1997).

PPAT serves to create APHT for creditors and debtors so that when binding mortgage guarantees, both parties receive a sense of Justice, profit, and legal security. In addition, PPAT is obliged by law to make documents in order to protect the relevant parties. The authority has the right to use the document beyond the knowledge of PPAT AOABILA there is a dispute in the future. Then the document really has to go through a rigorous process and in accordance with positive legal provisions (Hermansyah, 2020).

The mortgage is charged in two stages. First, the APHT made by PPAT, followed by a debt agreement that was ratified by BPN. In addition, the provisions of Article 18 paragraph (4) PermenATR / BPN 3/1999 delegate the obligations of the parties when HT becomes the object of collateral if a dispute occurs (Anggraeni & Marwanto, 2020).

APHT registration must be official. Because the regulation of the head of the Land Agency number 9/2019 establishes that an electronic system known as HT-el must be used for the registration of mortgage rights and mortgage services. In addition, the provisions of Article 3 Paragraph 2 refer to the HT-el system used to conduct online HT bureaucracy, and the provisions of Article 4 paragraph (1) menybeut Land Office is responsible for the online system. This bureaucratic category can be modeled online, namely:

- a) submission of HT;
- b) HT turnover;
- c) change the name of the creditor and withdraw the mortgage (Huijbers, 1982).

The cause of data errors in the Binding of the Deed of mortgage by PPAT in PT. Bank Sumut Marelan Raya Syariah Auxiliary Branch

In this position, the bank functions as a development agent and mainly carries out lending activities. Credit is very important for development because the credit part of a country can show the overall economic growth rate. Banks bear the most risk when they provide funds in the form of credit, financing and other productive assets. This is because the bank must carry out a careful and accurate analysis on each credit proposed by the debtor. This cannot be denied because no one knows what happened to the parties in the future, this phenomenon is natural. This is because the action of this banking business poses risks (Luthfan Hadi Darus, 2017).

Based on the provisions contained in PP 37/1998, PPAT documents have a strong legal basis and legally accepted means of validity. In addition, this PP regulates the code of ethics that must be adhered to by each PPAT when exercising its authority, as well as the procedures for carrying out tasks, working areas, and reporting. Therefore, PP No. 37 of 1998 serves as a general guide to Indonesian agrarian law that provides security, stability, and protection of land rights through laws that are made formally and legally. In practice, PPAT cannot negate the submission of HT. However, in cases such as when the applicant of the deed of registration of encumbrance cannot meet the necessary juridical requirements, PPAT may reject it (Marzuki, 2017).

BPN is responsible for errors in the APHT; this basically means that BPN is responsible for errors that occur during the filing stage as well as the birth of the HT certificate. For example, BPN issued an HT document with incorrect data, even though the data provided by PPAT is correct. Thus, BPN has no obligation from APHT errors made by PPAT or data errors provided by parties (banks or debtors). Responsibility for APHT data lies with the PPAT that makes it and the parties that provide it. BPN only records the information contained in the deed sent to it. Despite this, the BPN has mechanisms to correct errors (Mertokusumo, 1986).

According to the provisions of Article 1 Number 1 of the UUHT, if the borrower gives collateral for land documents to the bank, the creditor can pay off the debtor's debt through the guarantee. This distinguishes the creditor of the mortgagee from other creditors (Miles et al., 1992).

HT can be canceled after being registered with BPN, mortgage rights can be canceled after being registered with BPN, but this cancellation cannot be done unilaterally and must be based on valid reasons according to law. Cancellation may occur because if the debtor's debt has been paid off, the mortgage automatically ends in favor of the law. The Bank is then obliged to submit a *roya* (strikethrough) application to the BPN to remove the HT document from the SHM. If the creditor and the debtor agree to cancel the mortgage, although the debt has not been paid off (for example, replaced by another guarantee). If there is a dispute and the court decides that the mortgage is invalid or legally flawed, then the mortgage can be set aside through a court product that is invalid. For example, if the collateral does not have HT or APHT is made by coercion. If the land document becomes HT completed in time, then the natural HT on it is also deleted. In certain cases, if the land object is withdrawn by the state, the mortgage on it can be canceled (Mertokusumo & Pitlo, 2013).

The power of attorney to impose liability rights is an authentic deed that must be given by PPAT or notary. Pre-signing, the relevant officials are required to inform verbally to the parties and explain what is meant to make the deed (ND & Achmad, 2010).

According to the provisions of Article 13 paragraph (2), PPAT must send APHT and additional *warkah* to BPN for seven days after APHT. This seven-day period begins when APHT is legalized, so you could say this time can be met even though PPAT related matters have received requirements or not when the process takes place (Nursanthy et al., 2024).

Obstacles experienced by PT. Bank Sumut to Reduce the Risk of Data Errors in Binding Mortgage Deed

The borrowing company has no authority to give criticism to PPAT. Cover note is a bank document to meet the collateral, while the debtor requires funds wants his credit disbursed

immediately. The document has no legal basis and cannot be used as a reference in the event of a collateral dispute. (Salim & Nurbani, 2014).

The role of law to regulate people's lives has been known for a long time, and Hans Kelsen stated that "the law does not give force to the legal certainty of society" (Singarimbun & Efendi, 1981).

The provisions of Article 1 (1) of law 10/1998 refer to the bank as a provider of money that can make an agreement if there is agreement of the parties concerned and presents an agreement in which the borrower is obliged to perform the achievements that have been promised. World perbankan give loans in the form of bars or cash (Suharsimi, 2006).

PPAT is directly involved in the process of binding liability rights by making APHT. Data errors when binding a mortgage deed can be a mismatch of physical data with digital data.

Data errors in The Binding of the mortgage deed can occur in physical data and digital data. These data errors can be differences in values, numbering, hints and granted rights. To correct these data errors, you can apply for renvoi electronic mortgage. This application can be applied through the online HT system for a maximum of thirty days after the issuance of the certificate document (Sunggono, 2003).

Obstacles experienced by PT. Bank Sumut Marelana Raya Sharia Sub-Branch to reduce the risk of data errors in binding mortgage deed:

1. Internal barriers, in the form of limited resources, such as time, cost, and personnel, can hinder the efforts of PT. Bank Sumut Marelana Raya Sharia Sub-Branch to reduce the risk of data errors. Lack of employee training and development can hinder a bank's ability to reduce the risk of data errors. The limitations of information technology systems used by banks can hinder efforts to reduce the risk of data errors.
2. External obstacles in the form of changes in applicable regulations and regulations can hinder the efforts of PT. Bank Sumut Marelana Raya Sharia Sub-Branch to reduce the risk of data errors. Limited information and documents required may hinder efforts to reduce the risk of data errors. Reliance on other parties, such as notaries and government agencies, can hinder efforts to reduce the risk of data errors.
3. Technical barriers in the form of technological limitations used by PT. Bank Sumut Marelana Raya Sharia Sub-Branch can hinder efforts to reduce the risk of data errors. Lack of safeguards to systems and data can hinder the bank's efforts to reduce the risk of data errors. Dependence on information technology systems can hinder the efforts of PT. Bank Sumut Marelana Raya Sharia Sub-Branch to reduce the risk of data errors if the system fails or does not function properly (Zuhri, 2018).

In practice, the bank as a creditor often faces the risk of data errors in The Binding of the mortgage, which can result in a weak legal position of the bank when executing the guarantee if the debtor defaults. Data errors can be: the identity of the debtor or creditor does not match the official population data. Errors in the data of the collateral object, for example, the discrepancy between the land certificate and the data entered in the deed. Discrepancy between the contents of the deed agreement HT. HT registration stage is not done correctly, so it does not have perfect legal force (Anggraini et al., 2025).

Steps that can be taken by PT. Bank Sumut to Reduce the Risk of Data Errors in Binding Mortgage Deed

Errors in the APHT issuance process can be administrative or substantial errors. If the error that occurs is only administrative in nature and can be corrected through clarification or revision, then the mortgage rights can still have legal force after the amendment is made in accordance with the applicable provisions. However, if the error is substantial and results in the cancellation of the APHT, the liability based on the deed may be considered null and void. As a result, the creditor cannot execute the mortgage as collateral for the debtor's debt.

Lending practices, as a major thing that should be understood financial institutions such as PT. Bank Sumut Marelana Raya Syariah Sub-Branch is a binding guarantee, especially in the form of mortgage on land and buildings. Legal certainty to ensure that the legal process carried out by the bank runs according to a clear, consistent corridor, and can be requested due to its jurisdiction.

According to legal certainty that it must be able to explain and protect the interests of all parties, no exception. As a result, during the flow of binding mortgage deed, PT. Bank Sumut Marelana Raya Sharia Sub-Branch needs to ensure that each stage is carried out with high accuracy and refers to applicable legal provisions, in order to avoid data errors that can lead to legal disputes, even the cancellation of the mortgage itself.

Banks can reduce the potential for data errors when the binding takes place through several ways, such as ensuring the data used is accurate and valid, verifying data with trusted sources, and implementing strict internal control systems. In addition, banks can also utilize information technology to facilitate the verification process and data storage of prospective debtors.

Steps that can be taken by PT. Bank Sumut Marelana Raya Sharia Sub-Branch reduces the risk of data errors in The Binding of the mortgage deed, namely:

- 1) improvement of the debtor data verification process, for example, cross-checking documents thoroughly (KTP, KK, tin, SHM/SHGB, IMB and PBB). Ensure the conformity of data between the debtor's identity documents with collateral documents. Using a verification checklist before the binding process of the mortgage deed.
- 2) digitalization and data integration such as using an integrated IT system to pull automated data from the core banking system to the mortgage deed document. Reduce manual input to minimize human error. Perform systematic double-checks with automatic validation of critical data.
- 3) standardize the document Format, for example applying a raw template for filling in data on the draft mortgage deed. Providing SOP for filling notary/PPAT documents in collaboration with banks. Requires internal review of the draft mortgage deed before signature. Cooperation with a notary/PPAT for example making a cooperation agreement with PPAT. Perform periodic evaluations of PPAT partner performance (Djumhana, 2012).

Data errors in binding the deed of mortgage by PPAT can occur due to several factors, including negligence in filling out the data, lack of data checking before making the deed, or even system errors or incorrect information from other parties.

Non-compliance may result in the notary being legally liable, both for administrative penalties and lawsuits from the injured party. Banks require guarantees to provide certainty on

the loans granted. In fact, the mortgage guarantee, the guarantee of land property, is the one that is most often used as collateral. The mortgage is used as collateral because it gives the creditor a stronger status or rights (Anand, 2018).

According to Gustav Radbruch, the essential aspects of law are Justice, expediency, and certainty which demand clarity and predictable consistency. In the context of banking and material guarantees such as mortgage rights, legal certainty is important so that the parties involved, especially creditors and debtors, have strong legal protection. Reducing the risk of data errors in The Binding of mortgage deed is a real implementation of the principle of legal certainty. Without correct and accurate data, the legal protection of the parties cannot be guaranteed, and the main purpose of the law, which is to provide certainty, justice, and expediency, will not be achieved.

Legal consequences of data accuracy in mortgage deed if an error occurs by PPAT

Legal consequences of data accuracy in the deed of mortgage if there is a mistake by PPAT, namely the legal consequences of PPAT in the form of PPAT can be charged with criminal responsibility, if proven to make mistakes that cause harm to other parties, PPAT can be charged with civil liability and dismissed from office. If proven guilty of gross misconduct, the title deed can be changed or canceled. The legal consequence to the related party is that the related party may suffer material losses if there is an error in the mortgage deed. Related parties may suffer immaterial losses, such as reputational or other losses. Related parties can file a lawsuit against PPAT or other related parties if there is an error in the mortgage deed (Mertokusumo & Pitlo, 2013).

If after making the deed an error is found, PPAT can perform the following steps administrative errors (Typo, name, number, etc.), namely

- 1) Make a deed of improvement, which lists the corrections of the errors in the original deed. Submit changes to the Land Office if the deed has already been registered.
- 2) substantive errors (object Data, identity of the parties, loan value, etc.), i.e. canceling the wrong deed through the deed of cancellation and creating a new corresponding deed. Updating documents that have been registered with BPN to match the improvements made. With these measures, PPAT can ensure that the mortgage deed has high accuracy and avoids legal risks for the parties involved PPAT melakukan kesalahan yang berakibat hukum, pihak yang dirugikan, baik debitur maupun kreditur, dapat mengajukan gugatan perdata terhadap PPAT untuk meminta ganti rugi atas kelalaian atau kesalahan yang dilakukan.

The risk of Data errors in The Binding of the Liability Act. In practice, the bank as a creditor often faces the risk of data errors in The Binding of the mortgage, which can result in a weak legal position of the bank when executing the guarantee if the debtor defaults. Data errors can be: the identity of the debtor or creditor does not match the official population data. Errors in the data of the collateral object, for example, the discrepancy between the land certificate and the data entered in the deed. Discrepancy between the contents of the credit agreement with the mortgage deed. The process of registration of mortgage rights is not carried out correctly, so it does not have perfect legal force.

CONCLUSION

The cause of data errors in The Binding of the deed of mortgage by PPAT in PT. Bank Sumut Marelana Raya Sharia sub-branch, namely administrative errors, such as typos in the name of the party, identity number, land area, or certificate number. Incomplete documents such as party identity documents (KTP, tin, KK) that are not in accordance or are not valid. Land certificates that are still in the process of transferring rights or there are records of blocking / disputes. Technical errors in the binding process, such as incorrectly determining the object of guarantee. Lack of understanding or negligence of the parties, for example, the giver or recipient of mortgage Rights provides inaccurate data. Haste in the process without making sure all data is valid.

Steps that can be taken by PT. Bank Sumut to reduce the risk of data errors in The Binding of the mortgage deed, namely the improvement of the debtor's data verification process. Ensure the conformity of data between the debtor's identity documents with collateral documents. Using a verification checklist before the binding process of the mortgage deed. Digitization and data integration is like using an integrated IT system to pull automatic data from the core banking system to the mortgage deed document. Reduce manual input to minimize human error. Standardize the document Format, for example applying a raw template for filling in data on the draft mortgage deed. Provide SOP PPAT document filling in cooperation with the bank. Requires internal review of the draft mortgage deed before signature.

The role of PPAT in ensuring the accuracy of the data in the mortgage deed and its responsibilities if something goes wrong, namely PPAT checks the data carefully and accurately before making the mortgage deed. PPAT verify the identity of the parties concerned in the deed of mortgage. PPAT checks the documents needed to make the deed of Liability. PPAT fill in accurate and complete data in the deed of mortgage. If an error occurs, PPAT corrects incorrect or inaccurate data. PPAT make deed changes to correct errors that occur.

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