

ABSTRAK

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KERJASAMA NOTARIS DAN BANK BERDASARKAN UNDANG-UNDANG JABATAN NOTARIS DAN KODE ETIK NOTARIS

(xi+98 halaman)

Peran Notaris di Indonesia sangat vital, terutama dalam kaitannya untuk menghadirkan kepastian hukum di ranah hukum keperdataan. Oleh karena sifat jabatannya yang begitu penting, maka terdapat aturan main bagi Notaris dalam menjalankan jabatannya. Aturan main tersebut terdapat pada Undang-Undang Jabatan Notaris (UUJN) dan Kode Etik Notaris yang merupakan produk dari Pengurus Pusat Ikatan Notaris Indonesia. Notaris harus menjalankan jabatannya secara amanah, jujur, saksama, mandiri, tidak berpihak, dan menjaga kepentingan pihak yang terkait dalam perbuatan hukum. Namun, dikarenakan terdapat kebutuhan bisnis yang bersifat transaksional di bidang Perbankan, maka antara Notaris dan Bank lumrah diadakan suatu perjanjian kerjasama sebelum Notaris melakukan pekerjaan. Perjanjian kerjasama dimaksud dapat digolongkan kepada suatu perjanjian untuk melakukan jasa tertentu berdasarkan KUH Perdata. Notaris diikat oleh serangkaian syarat-syarat yang sifatnya menguntungkan bagi Bank dan merugikan bagi Notaris. Konsekuensi nya adalah, Notaris menjadi tidak dapat menjalankan jabatannya secara mandiri karena keterikatan tersebut. Notaris akan berkecenderungan untuk melindungi kepentingan Bank, karena Bank berada pada posisi pemberi kerja. Selain itu, pada pelaksanaannya pun Bank seringkali menyediakan ruang bagi Notaris untuk melakukan promosi kepada nasabah Bank tersebut. Lalu, minuta Akta Perjanjian Kredit pun sudah disiapkan template nya oleh Bank dan pada saat pengikatan pun seringkali tidak dibacakan di hadapan seluruh pihak dan tidak ditandatangani pada saat itu juga. Hal-hal tersebut melanggar ketentuan-ketentuan dalam Kode Etik Notaris dan Undang-Undang Jabatan Notaris.

Referensi: 53 (1980-2017)

Kata Kunci: Notaris, Bank, Kerjasama

ABSTRACT

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NOTARY AND BANK COOPERATION BASED ON NOTARY LAW AND NOTARY CODE OF CONDUCT

(xi+98 pages)

The role of the Notary in Indonesia is very vital, especially in relation to presenting legal certainty in the realm of civil law. Because the nature of his position is so important, then there are rules for the Notary in carrying out his position. The rules of the game are contained in the Law of Notary (UUJN) and the Notary Ethics Code which is a product of the Central Board of Indonesian Notary Association. The notary must carry out his position in a trustful, honest, thorough, independent, impartial manner, and safeguard the interests of the parties involved in legal actions. However, because there are business needs that are transactional in the field of Banking, between the Notary and the Bank it is common to hold a cooperation agreement before the Notary does the work. The said cooperation agreement can be classified as an agreement to perform certain services based on the Civil Code. The notary is bound by a series of conditions which are beneficial to the Bank and detrimental to the Notary. The consequence is, the Notary becomes unable to carry out his position independently because of the attachment. The notary will tend to protect the interests of the Bank, because the Bank is in the employer's position. In addition, the Bank also often provides space for notaries to carry out promotions to the Bank's customers. Then, the Minutes of the Credit Agreement Deed had already been prepared by the Bank's template and at the time of binding it was often not read out in front of all parties and not signed at that time. These matters violate the provisions in the Notary Ethics Code and the Law of Notary.

References: 53 (1980-2017)

Kata Kunci: Notary, Bank, Cooperation