ABSTRAK

Penelitian ini bertujuan untuk mengetahui, memahami dan menganalisis tanggung jawab Notaris/PPAT terhadap *cover note* dalam proses pendaftaran hak tanggungan dan untuk mengetahui, memahami dan menganalisis akibat hukum bagi kreditur terhadap *cover note* yang melewati batas waktu dalam proses pendaftaran hak tanggungan. Hasil dari penelitian menemukan bahwa pertanggungjawaban Notaris/PPAT atas penerbitan cover note bersifat personal (*fautes personnelles*) karena adanya hubungan hukum langsung dengan bank baik melalui kesepakatan tertulis maupun kebiasaan perbankan sehingga jika Notaris/PPAT gagal mendaftarkan hak tanggungan tepat waktu, mereka dapat diminta menyelesaikan kewajiban administratif, dipertanggungjawabkan atas kerugian nyata termasuk biaya dan kehilangan potensi keuntungan, serta diadili secara perdata berdasarkan Pasal 1243 KUHPerdata atau bahkan diproses pidana jika terbukti pemalsuan keterangan pada *cover note*.
Akibatnya, bank kehilangan status kreditur preferen menjadi konkuren, tidak dapat mengeksekusi jaminan saat wanprestasi debitur, dan bila ada klausul “syarat batal” harus membatalkan perjanjian kredit serta mengembalikan dana sesuai Pasal 1265–1266 KUHPerdata; selain itu, karena *cover note* bukan akta autentik dan tidak diatur dalam UUJN, UUHT, maupun PP No. 37/1998, perlindungan hukumnya terbatas sehingga bank rentan terhadap sanggahan pihak ketiga; oleh karena itu, rekomendasi prosedural meliputi pencantuman klausul sanksi dan jangka waktu konkret dalam *cover note*, verifikasi *due diligence* Notaris/PPAT oleh bank sebelum pencairan kredit, serta mekanisme pengawasan internal seperti *escrow document control* atau audit periodik untuk memastikan pendaftaran hak tanggungan selesai tepat waktu demi memperkuat kepastian hukum, meminimalkan risiko kerugian, dan menjamin akuntabilitas Notaris/PPAT atas *cover note*.

Kata Kunci : Pertanggungjawaban; notaris/PPAT; bank; pendaftaran hak tanggungan; *cover note*

ABSTRACT

This research aims to know, understand and analyze the responsibilities of Notary/PPAT towards cover notes in the process of registering mortgage rights and to know, understand and analyze the legal consequences for creditors against cover notes that exceed the time limit in the process of registering mortgage rights. The results of the study found that the liability of Notary/PPAT for the issuance of cover note is personal (fautes personnelles) due to the existence of direct legal relationship with the bank either through written agreement or banking customs so that if Notary/PPAT fails to register the mortgage on time, they can be asked to complete administrative obligations, be held accountable for real losses including costs and loss of potential profits, and be civilly prosecuted based on Article 1243 of the Civil Code or even criminally prosecuted if proven to falsify the information on the cover note.

As a result, the bank loses its preferred creditor status to concurrent, cannot execute the collateral when the debtor defaults, and if there is a "void condition" clause, it must cancel the credit agreement and return the funds in accordance with Articles 1265-1266 of the Civil Code; in addition, because the cover note is not an authentic deed and is not regulated in UUJN, UUHT, or PP No. 37/1998, its legal protection is limited. 37/1998, the legal protection is limited so that the bank is vulnerable to third party objections; therefore, procedural recommendations include the inclusion of sanction clauses and concrete timeframes in the cover note, due diligence verification of Notary/PPAT by the bank prior to loan disbursement, as well as internal control mechanisms such as escrow document control or periodic audits to ensure that the registration of mortgage rights is completed on time to strengthen legal certainty, minimize the risk of loss, and ensure Notary/PPAT accountability for the cover note.

Keywords: liability, notary/PPAT, bank; registration of mortgage rights; cover note