

LEGAL PROTECTION WITHIN THE FRAMEWORK OF IMPLEMENTING THE DUTIES OF A NOTARY IN THE APPLICATION OF THE CYBER NOTARY CONCEPT

Ikhsan Lubis^{1*}

Lecturer at Faculty of Law, Universitas Prima Indonesia, Medan

*Corresponding Email: ikhsanlubis@unprimdn.ac.id

Adi Mansar^{2*}

Lecturer at Faculty of Law, Universitas Muhammadiyah Sumatera Utara, Medan

Email: adimansar@umsu.ac.id

Taufik Siregar³

Lecturer of the Legal Studies, Universitas Medan Area, Medan.

Email: taufik@staff.uma.ac.id

Nelly Azwarni Sinaga⁴

Lecturer at Sekolah Tinggi Ilmu Ekonomi Sibolga/Tapanuli Tengah,

Email: nellysinaga1964@gmail.com

Agustining⁵

Lecturer at Faculty of Law, Universitas Prima Indonesia, Medan

Email: agustining@unprimdn.ac.id

ABSTRACT

This study aims to analyze Legal Protection in the Implementation Framework of the Notary's Duties in the Application of the Cyber Notary Concept. The notary's obligation to write minutes and keep them as part of the notary protocol is another function of the Notary Office law and the ITE law to establish a cyber notary. Other formats for notary documents such as minutes of activities are prohibited by the Law on Notary Positions (UUJN). This study uses normative legal methods in producing arguments or prescription theories in solving legal protection problems within the framework of carrying out the duties of a notary in applying the concept of a cyber notary. The study results show that compliance with the law can only be achieved if a clear legal framework regulates cyber notaries. Beginning with the definition of a cyber notary, the powers and responsibilities of a notary and cyber notary, as well as other people who assist, monitor, or even limit and design sanctions for violations committed by a cyber notary. Meanwhile, it is important to investigate the readiness of Indonesian notaries to accept cyber.

Keywords: Legal protection, Notary Duties, Cyber Notary, Notary Position Law



INTRODUCTION

According to paragraph 3 of Article 1 of the 1945 Constitution, Indonesia is a state based on law. The 1945 Constitution is the only source of legal concepts (Tibaka & Rosdian, 2018). However, the 2002 Fourth Amendment is very clear that the 1945 Constitution explicitly states that Indonesia is a constitutional system. The notion of constitutional law emphasizes that the law of a country is the most important thing. Implementation of the rule of law in Indonesia requires the state to promise to guarantee the legitimacy of every legal relationship (rights and obligations) formed by Indonesian citizens (Rokhmad, 2021). This procedure will only be available in clear areas, and requires written approval for legal purposes. Consequently, information regarding the disputed law must be obtained from the Indonesian constitution.

The law on evidence is one of the clearest ways to support the legal protection of the rights of members of the public (Situmeang, 2021). There are five (five) valid pieces of evidence in Indonesian civil law: 1) written evidence; 2) evidence from witnesses; 3) guess; 4) recognition; oath, and 5) Good deeds and deeds signed by the signatory are two types of written evidence. According to this understanding, a valid instrument prepared in the presence of an unauthorized user, or if the type of instrument is not good, then the instrument is not good or does not meet the requirements for good behavior, so that the value of the strength of evidence is deceitful behavior. What is meant by a valid document is a document issued in legal form by or before a public official authorized to do so at the place where the document is executed (Taliwongso, 2022). The reason and basis for the presence of an authorized public official is urgency. Notary is a public official who is responsible in this matter.

Promoting the implementation of legal agreements and maintaining national security are two areas in which notaries play an important role (S. A. C. Putri & Anggoro, 2022). This is because notaries have strategic authority in matters of civil law, especially the ability to demonstrate and defend rights. Because of the importance of a notary's work, laws and regulations not only regulate the work of a notary, but also the existence and work of a notary (Rabanirajona, 2020). These laws and regulations are intended to protect Notaries in carrying out their duties and authorities and to protect the law.

Law No. 30 of 2004 concerning the Office of a Notary contains laws and regulations governing the position of a Notary. Notary status was changed by Law no.





30 of 2004 (Notarial Position Law 2/2014) in accordance with Law no. 2 of 2014. According to Government Regulation Notarial Position 2/2014 article 1 number 1, public accountants are government employees who are approved to act in large practice and who have different privileges that are alluded to in this regulation or under different regulations (Guspitawaty et al., 2023).

Article 15 of the Notary Office Law 2/2014 regulates the authority of a notary. The notary has the authority to issue good deeds regarding deeds, contracts, and all regulations required by law or required by third parties in accordance with the Notary Position Law 2/2014 article 15 (1). The date of making the deed, storing it, submitting most of it, copying and returning it as long as the completeness of the documents are all guaranteed by the validity of the deed. There is no transfer of documents to other bodies or people designated by law. Article 15 paragraph 2 of the Notary Office Law 2/2014 regulates additional aspects of the power of a notary.

Digitalization and the growth of information and communication technologies have made it easier and faster for people to communicate with each other and access information (Subramanian, 2018). The slowdown was not caused by manual or face-to-face communication or interaction. Globalization also has an impact on how notaries carry out their responsibilities (Iskhak & Witasari, 2019). Cybercrime, or cybercrime that has the potential to endanger national and international security, is one of the challenges faced in the 4.0 revolution era (Rahmat et al., 2022, Shulha et al., 2022). Preventing and eradicating criminal activities involving terrorist funds and money laundering is the role notaries play that actively contributes to clear law enforcement and national security.

Notaries are also authorized to verify or verify online transactions in addition to performing other duties to prevent money laundering and terrorist financing. The definition of Notary Office Law 2/2014 article 15 (3) indicates the authority of the government and notaries to show electronic transactions (cyber notary). According to the interpretation of article 15 paragraph 3 UUJN 2/2014, the right to approve transactions conducted electronically (cyber notary) in the context of carrying out *waqf* activities is regulated by other authorities in laws and regulations, including collateral and "financial instruments and aircraft".

Makarim stated in the sense of paragraph (3) article 15 of the Notary Office Law (UUJN) 2/2014 does not mean the issuance of a certificate but facilitation (Putra, 2021). As a neutral third party, the notary examines the party that appears without





denying or denying it. Electronic business, also known as an online contract, is actually a promise or legal relationship that is made electronically and integrates a network of computer information systems and information technology-based communication systems (Alotaibi & Federico, 2017). Electronic transactions are commitments made by parties using information exchange methods to conduct transactions via electronic media (computers). Information and service network (telecommunication-based), supported by a global internet computer network (network of networks).

The existence of this electronic business mode will certainly be balanced with principles that guarantee the legal hand of goods that are carried out electronically (Astari et al., 2020), so that the rights of others can be protected. Regulation No. 11 of 2008 (Information and Electronic Transaction Law 11/2008) was issued by the government as part of efforts to encourage electronic business transactions regarding electronics and business information.

Electronic business is a legal activity that involves the use of computers, computer networks, and/or other electronic media, as referred to in Article 1 number 2 ITE 19/2016 (Donald, 2022). Currently, electronic documents issued by electronic certificate authorities are the legal status of the parties in electronic transactions indicated by electronic signatures and identities. In the ITE Law 19/2016, Article 1, Number 9. In the case of electronic certificates, the Ministry of Communication and Informatics of the Republic of Indonesia issued Regulation Number 11 of 2018 Concerning the Implementation of Electronic Certificates (Regulation of the Minister of Communication and Informatics 11/2018) on 27 August 2018 (Dermawan, 2021).

This law states that the organizer of an electronic certificate may appoint a notary as the registration authority at the request of the applicant for the issuance of electronic documents. Article 25 jo states so. Letter c Article 27 Regulation of the Minister of Communication and Information Technology 11/2018 According to Article 30 Regulation of the Minister of Communication and Information Technology 11/2018 (Bahri et al., 2019), a notary must request an electrical certificate from the issuing electricity authority if a public audit reveals that it meets the requirements. Prior to issuing an e-licence, cyber notaries play an important role in obtaining legal approvals by ensuring compliance with e-transaction requirements.

The ability of a notary to issue an electronic transaction deed—known as a “cyber notary”—has sparked debate everywhere, especially among notaries. The fact is that the idea of cyber notary is still being debated, in Indonesia and is considered a





word that has less meaning. Although technology enables remote and online notary services, traditional systems are used to make regulations based on notary law. Laws UU JN 2/2014 and UU ITE 19/2016 do not include the definition of cybernotary. Experts differ on cyber notary because they don't have a clear understanding about it (Dewi, 2021).

According to Syamsir et al. (2019), personal computers (PCs) and other devices are used in almost all notary offices. Leveraging state-of-the-art hardware and software for automation and streamlining not only reduces labor costs but also makes the "products" need to be produced faster, more efficiently and more thoroughly. However, the procedures for signing a notary, including executing the deed, both in front of a notary and in front of a person present, have not changed because modern equipment is now used in a notary's office and it is mandatory to sign with the hands of a witness and a notary. On the other hand, Utami (2020) said that the concept of "cyber notary" is a way of using technology to work with a notary authority. Notaries face difficulties with document digitization, especially in terms of document authentication and validation.

In accordance with the previous description, the Notary Office Law 2/2014 provides additional powers to Notaries, including the ability to ratify electronic transactions without providing a comprehensive explanation of the nature of the transaction (Krisyanto et al., 2019). However, the Regulation of the Minister of Communication and Informatics 11/2018 designates a Notary as one of the additional parties authorized to examine electronic document applications, in accordance with ITE laws and regulations. Concern and confusion surround notaries and the use of authorization to support electronic transactions as a result of legal uncertainties regarding cyber notaries. Consequently, the concept of cyber notary will be the subject of empirical investigation.

RESEARCH METHODS

Legal Research is a process to find legal rules, legal principles, and legal doctrines to answer legal issues of Legal Protection within the Framework of Implementing the Duties of a Notary in the Application of the Cyber Notary Concept that you are facing. Legal research is used to find solutions to legal issues that arise.





Writing thesis in this case uses the type of normative law research (normative law research) where in answering the problem the author examines based on the understanding that exists in laws and regulations, court decisions, legal theory, and can be in the form of opinions of scholars (Ali, 2018). Normative legal research aims to produce arguments or prescription theories in solving the problem of legal protection in the framework of implementing the duties of a notary in applying the concept of cyber notary (Hangabei et al., 2021). Whereas the advantage of the normative legal research method is to find out or recognize whether and how the positive law regarding legal protection in the framework of carrying out the duties of a notary's position in applying the concept of cyber notary, which then prepares a legal development plan.

RESULTS AND DISCUSSION

The impact of technology in this way contributes to the formation of new cultures in politics, economics, society and law in particular. In the industrial era 4.0, notary services must be able to adapt to technological advances (Shulha et al., 2022). Notaries must be able to use the cyber notary concept to create fast, accurate and efficient services to accelerate economic growth (Alincia & Sitabuana, 2021).

In JN 2/2014 Article 15 paragraph 3 it is stated about the authority that serves as the forerunner of cyber notaries in Indonesia: in addition to the authority mentioned in paragraph (1) and paragraph (2). Notaries have additional duties, specifically mentioned in the elucidation of the article that: Authority to demonstrate electronic transactions (cyber notary), manufacture of waqf guarantee documents, and mortgages are examples of "other powers governing laws and regulations". As a result, the inclusion of this definition in the Law on Notary Office 2/2014 article 15 paragraph 3 limits who can be considered a notary concerned in cyberspace, especially regarding certificates, electronic transaction verification.

AUTHORITY OF A NOTARY IN MAKING AUTHENTIC DEEDS

As a civil servant, the law gives authority to a notary to make authentic deeds, one of which is in good faith. The notary's statement in Law JN 2/2014 Article 1 (1)





shows this power of attorney. JN Law Article 15 (1) reaffirms the power to transfer a tangible object, stating that: "To guarantee the actual date of execution of the deed, the Notary has the authority to make a valid deed of all actions, agreements and stipulations required by law and/or the parties. Concerned to be included," The rough draft, printing and output of the law, all of which occur at the time of implementation, do not originate from any other institution or legal entity.

In fact, the granting of a permit is the intention of those who carry out legal actions, law, or the condition of one or more people who have an interest in a written document that is signed and sealed. When two or more people are in dispute, retainers and even protection will be used as evidence. The only way to record events, actions and situations is between interested parties or through the officials involved. Now there is hope for a Notary if someone else believes the official public is asking him to do something. One is the hope that comes from doing the good that strength can show. According to the General Explanation of the Notary Office Law 2/2014: "Authentic written evidence is required for actions, agreements, decisions and legal events made before or by a Notary to guarantee legal certainty, order and protection." The Civil Code also recognizes the importance of original deeds, especially Articles 1868 and 1870, which read as follows: Civil Code, Article 1868: "Authentic deed is a deed drawn up by or before an authorized public official in a form determined by law." Therefore, in the place where the deed was signed.

Civil Law Act article 1870: "The original deed provides perfect evidence of what is contained in it for interested parties and their heirs or for those who obtain rights from it". The Notary Deed as referred to in the Notary Office Law 2/2014 is an authentic deed drawn up by a Notary. Law of Notary Office 2/2014 Article 1 paragraph 7 contains the following meanings: "An authentic deed drawn up by or before a notary in accordance with the form and procedure specified in this law is called a notary deed, hereinafter referred to as a deed."

The above practice has its own characteristics even though there is no group or book, as in the case of freelance land deed making officials (PPAT). It is called unique because different clauses, such as the agreement of the parties (principle of the agreement), may contain different provisions for an action. Each act is a "fixed type" that differentiates it from the other acts in this scenario, and the notary's job is to look after the interests of others. Although it is permissible for the parties to reach an agreement, Article 1337 of the Civil Code clearly states that an agreement must not





conflict with law, public order, or decency. According to Law Notarial Position 2/2014, making a notarial deed also limits the beginning, content and end of the deed. This is similar to the restriction of freedom of contract. Only the act itself can be proven to be fraud if a performance is carried out in violation of this rule. Non-compliance with the provisions of Article 38 paragraph (4) letter d can cause other people to suffer and demand payment of their debts, as confirmed in the Notary Office Law 2/2014 article 50 paragraph (5) regarding fees, interest and fees to the notary.

The General Meeting of Shareholders (GMS) is a place to start good notary practices and adapt to technological advances. Further progress in organizing the GMS is regulated in Article 77 of Law 40/2007 concerning Bankrupt Companies. Furthermore, the interpretation of the Limited Liability Company Law (UUPT) 40/2007 Article 77 paragraph 4 states that "affirmation and signature" refers to either the physical or the electronic inauguration and signing process. Article 77 of the Limited Liability Company Law 40/2007 is a significant step forward in incorporating notaries into the operations of legal entities (companies). Unfortunately, there are no technical regulations for holding GMS or e-GMS in the Limited Liability Company Law 40/2007. By using the law *lexspecialis derogate legigenerali*, where *legigenerali* is the Notary Office Law article 16 paragraph (1) letter i, the minutes of the GMS conducted through electronic media, especially video chat, can be considered as a real action. 2/2014, where Article 77 paragraph (1) jo as *lexspecialis*. Explanation of PT Law 40/2007 Article 77 paragraph 4. Conversely, when the provisions of Notary Office Law 30/2004 Article 46, and PT Law 40/2007 Article 77 paragraph 4 are combined, it can be understood that:

1. Notary Office Law 30/2004 Article 46 applies to notaries issued based on a GMS conducted in accordance with Company Law 40/2007 Article 77, where every person acts and/or is involved. This book has a program for notaries and GMS.
2. Notary Office Law 30/2004 Article 46 can be combined with the application of Company Law 40/2007 Article 77:
 - a. It seems that no one signed the deed; The GMS can provide an electronic signature when signing the minutes of the meeting. The electronic signature in question must comply with the ITE Law 19/2016 and other related regulatory electronic signature standards.
 - b. Physical presence: The process of meeting and decision-making will not be hindered if the GMS attendees are unable to attend at the chosen location.





The virtual presence that remains face-to-face is transformed into an in-person physical presence.

Therefore, it can actually be said that a cybernotary who is asked to perform the duties of a notary does not affect the validity of the deed as long as he fulfills the requirements of a face-to-face meeting with a notary before negotiating. With data subjects (including witnesses) and signature data subjects attached to the deed, electronic signature procedures must be followed in accordance with the law. Agustin & Anand (2021) explained that in current practice, notaries in Indonesia are very aware of the use of technology. The strength of proof of GMS action by means of teleconference if it is carried out in a process according to statutory provisions is the minutes of the GMS and the minutes of meeting decisions (PKR). The power of attorney is fully approved and irrevocable according to something, the use of innovation data among other related public accountant guidelines:

The True Value of an archive does not depend on its authoritative documents, but also on how public officials approved of getting the job done (Mukerji, 2020). The main objective of the notary involved is to obtain legal advice that is independent, impartial and guarantees legal protection for his actions. According to the Law on Notary Office letter 2/2014 article 16 paragraph 1, "This is actually one of the duties of a notary in carrying out his duties: Notaries must work with full trust, honesty, efficiency, independence and impartiality." To protect the interests of those involved in practicing law. Mustofa (2017) is of the opinion, based on this, that: "The work of a notary is not limited to doing good deeds, but with a philosophical, sociological and legal basis, a notary can identify possible bad intentions and negative consequences to protect others in sociological situations, economic and legal weaknesses, thereby protecting other people with good intentions. Notaries guarantee the authority and authority of other people who act in justice and the practices they go through (International Union of Notaries, 2018).

OBLIGATIONS OF A NOTARY IN KNOWING APPEARERS

Notaries can identify negative possibilities and consequences for protecting other people in sociological, economic situations. According to article 1320 of the Civil Code, the following conditions determine the validity of a contract: the agreement of





the other party and the right to act to enforce it. The practice of duty law and secondly, an objective situation with certain legal consequences related to the contract itself or something related to the object of the contract. It is stated in the Notary Office Law 2/2014 Article 16 paragraph (1) letter c that a Notary must submit files to carry out his duties (Lubis et al., 2023). Notaries usually have to ask someone's identity and provide evidence. The right to determine rights that arise or others such as Electronic KTP (e-KTP) for Indonesian citizens, passports, limited stay permits or permanent residence permits for foreign citizens (WNA), birth certificates (for some things such as inheritance), certificates marriage, and family members are all ways to show self-identity. Identity Card (KTP), NPWP (individual and entity), and additional supporting documents so that other supporting documents, such as a certificate of heirs (acting as heirs), rights of lawyers (if he acts on behalf of a legal entity), and the right to acting can be disclosed by the law of a lawyer (when he exercises his power to represent the legal entity concerned).

Everyone who appears before the Notary can sign on behalf of himself or a legal entity. In the Notary Position Regulations 2/2014 Article 39 (K. M. Putri et al., 2022), it is stated: 1) The appearer must meet the requirements, namely at least 18 years of age or be married and able to take legal action; 2) The appearer must be introduced to the Notary by 2 (two) witnesses who show their identity who are at least 18 years old, married, and capable of performing legal actions, or known by the Notary; 3) The deed specifically states the introduction as referred to in paragraph (2). The document can be certified as a document in hand if there is a violation of Law on Notary Office 2/2014 Article 39. Law on Notary Office 2/2014 Article 41 confirms this.

Law Notarial Position 2/2014 Article 39 does not allow the introduction of computers or electronic devices as a form of cyber notary services (Jaya et al., 2022). It is necessary to involve additional individuals who assist the notary in identifying and verifying the identity of the person appearing in order to facilitate the formation of cyber. According to the Act on Secretary of the House of Representatives (DPR) article 4 No. 102/2019 Concerning Authority to Access and Use Population Data, other groups have access to population data. In order to determine whether the author is entitled to access rights, additional research will be required regarding access rights. In reality, a notary does not have the legal authority to confirm whether something is true or not. The sole responsibility of the notary is to validate the identity presented.





If physical presence can replace virtual presence when meeting with a cybernotary in the future, then physical identity must replace virtual recognition. Third parties, such as e-KTP, are required to assist the notary in confirming the authenticity of the documents submitted because the identity provided is the identity that shows the expertise and ability of the individual. In accordance with the law, the notary JN is required to place a fingerprint on the minutes of the deed. This is in addition to providing confirmation. It is expected that other parties will also provide fingerprints, such as e-KTP, to the notary.

NOTARY OBLIGATIONS IN READING DEEDS AND SIGNING DEEDS

One of the prohibited notary services in Article 16 paragraph (1) letter m jo About reading services, Notary Office Law 2/2014, paragraph (7) (Rizal, 2019). The notary is obliged to read the letter in front of a person who presents at least two (2) witnesses, but there are four (four) special witnesses, as referred to in the Notary Position Law 2/2014 Article 16 paragraph (1) letter I witness proof that the letter closed power of attorney has been drawn up and signed simultaneously by the person appearing, the witness, and the notary. The following is my interpretation of paragraph 16 (1) of my power of attorney Notary Office 2/2014: The notary must sign the document in front of witnesses and be physically present. However, differences in literacy also exist. This is stated in the Position of Notary 2/2014 paragraph 16 (7) as follows: "If the manifest person wants the letter not to be read because he himself has read, knows and understands it, as long as it is stated in the closing of the deed and on every page of the deed made by the parties, witnesses and notaries, the reading of the letter as intended in paragraph (1) my letter is not required."

Violation of the Office Notary Law 2/2014, Article 16 paragraph (1), letter I, and Article 16 paragraph (7), where the act can only be seen as a covert act. Article 16 of the Notary Office Law 2/2014, but Article 38 (4), Article 40 (1) and Article 44 of the Notary Office Law 2/2014. as well as Law on Notary Office 30/2004, Article 45 Law on Notary Office 2/2014, article 44 (1), states that unless a party appears to be unable to enter, all persons present, including witnesses and notaries, must immediately sign the letter after read it. Explain why the Notary Office Law 2/2014 Article 44 (1) does not regulate two important things, namely being allowed to read electronic documents and





whether or not it is permissible to make computer-based signatures. If the person showing up is only interested in part of the document, only that part is read to him. In that section, the person who appears first signs the document.

The interpretation of Law Notarial Position 2/2014 Article 16 (1) letter I, on the other hand, indicates a physical meeting between a notary, witness, and someone who appears to be necessary. The notary reads the deed in a face-to-face (physical) transaction, and the parties, witnesses, and notary then sign the deed (practice). In other words, notaries cannot use technology to carry out their duties based on this provision. Electronic Information and Transaction (ITE) Law 11/2008, the main legal framework, ITE Law 19/2016, aims to provide a sense of security, justice and legal certainty to people who use and operate electronic systems and information technology. An electronic signature is one that is used as a means of authentication and verification and contains electronic information that is embedded, linked or combined with other electronic information (Gillis et al., 2023). The electronic signature functions as verification and for: a) the identity of the registrant; and b) the accuracy and integrity of electronic data. At a minimum, messages and electronic signatures: a) are generated with data to create electronic signatures; and b) include the period prior to signing.

Utilizing the services of Indonesian electronic certificate providers is an effective way to obtain electronic signatures (Warokka & Sukardi, 2020). As a notary, Government Regulation (PP) 82/2012 applies to electronic and professional certification in order to make trusted deeds at the agency (Suyanto, 2020). Government Regulation 71 of 2019 (PP 71/2019) regarding the use of electronic systems in business was then repealed and replaced by PP 82/2012. There is no notary name in PP 71/2019. Notaries and professionals are prohibited from making deed of establishment. Trusteeship institutions as well as unregistered notaries are third parties who can apply for electronic certificates (beto & Latumenten, 2022). Thus the experts who are members of the Reliability Certification Agency will become experts with training and expertise in information technology for certain fields. Within a certain period of time, the refusal of many services contributed to the establishment of a truly compliant body. In the future, other professionals wishing to work in the trust certification industry may receive specialized education and training to earn specific certifications that provide them with information technology knowledge and skills.





NOTARY OBLIGATIONS IN MAKING MINUTES OF DEEDS AND KEEPING THEM AS PART OF THE NOTARY PROTOCOL

Law Notarial Position 2/2014 Article 1 point 8 defines a deed unit as an original document containing the signatures of the parties present, witnesses and notaries, which is regulated by the notary protocol Law JN 2/2014 Article 16 (1) b states that in carrying out their duties, the notary must make a deed in the form of an official report and save it in the notary protocol system (Lubis et al., 2022). In the notary protocol, but anyone who appears before the notary can request it in writing. The following are examples of actions that might be performed under the first category: 1) Rent, interest and pension payment deed; 2) Offer to pay in cash documents; 3) Deed of protest against securities that are not paid or received; 4) authority to act; 5) ownership certificate; and 6) Other acts in accordance with the law.

The use of the word "original" was found to be similar in both the originali and the list of acts descriptions. Which fulfills the definition of "good, pure, neither one". The original deed is kept by the publisher, while the minutes of the deed are kept by the notary. The grammar says that some deeds are pure work done by a notary and written in a deed. Keep the deed which is the deed itself, even the deed (minutes) will be collected and combined into one deed in accordance with the Notary Office Law 2/2014 Article 16 (1) g. To carry out cyber work, especially related to the work of a notary who makes notes to be stored in the notary protocol process is difficult as long as there is no one around the changes to the provisions of the Law on Notary Position. Likewise, UU ITE 11/2008 Article 5 paragraph (4) letter b states that electronic messages and/or documents are legal evidence, but not letters and documents that must be made in a valid style from registration documents or documents issued by the police. In Law ITE 19/2016, the report does not provide additional information. However, it is possible to determine that handwritten documents, which are required by law to be drawn up in the form of registered documents or functioning company documents, are handwritten documents. In other words, statements and/or documents need to be written and signed by the parties, witnesses, notaries, or people who do the work.

It is not impossible that the existence of electronic archives and the rapid development of technology is driving this time, especially the shift from physical (conventional) archive media to digital and stored as electronic archives and notary





studies (Rifauddin, 2016). Without an appropriate legal system, it is impossible for a notary to make a report in a form other than the law. These transfers require additional steps, such as determining whether to link written and electronic evidence. Considering that the notary protocol is civil in nature, it is necessary to re-check the archive storage to determine whether it will be kept by the notary himself or uploaded to a special database that will be managed by the state (Mulia et al., 2022). Does not require protection of the deed itself or its contents to avoid misuse.

CONCLUSION

The Notary Office Law (JN) 2/2014 introduces the concept of cyber notary, but does not provide wide application. For example, the forms and procedures of the JN Law, for example the JN Law 2/2014 article 38, limit the ability of a notary to make authentic deeds, while UUPT 40/2007 jo Article 77. Although electronic registration of GMS units is permitted by UU JN 30/2004 Article 46, there are no technical regulations for the implementation of e-RUPS. However, Law JN 2/2014 Article 39 states that the responsibility of a notary to identify those present does not allow electronic or electronic devices to be used for recognition. The JN Law regulates the notary's obligation to read and sign the deed, which can be done electronically. The interpretation of Law JN 2/2014 Article 16 (1) I, on the other hand, indicates that a physical meeting between a notary, witness and visible person is necessary. The notary's obligation to write minutes and keep them as part of the notary protocol is another function of the JN law and the ITE law to establish a cybernotary. Other formats for notary documents such as minutes of activities are prohibited by the JN Law. In addition, UU ITE 11/2008 Article 5 (4) b letters and documents which are limited to those that must be in the form of certificates or documents issued by the government. Documents or activities of employees who carry out these activities must still be used to carry out these activities. Indonesia still needs efforts and support from various parties, especially public officials, notaries, and policy makers. Compliance with the law can only be achieved if the cyber notary is governed by a clear legal framework. Beginning with the definition of cybernotary, powers and responsibilities of notaries and cybernotaries, as well as other people who assist, monitor, or even limit and design sanctions for violations committed





by cyber notaries. Meanwhile, it is important to investigate the readiness of Indonesian notaries to accept cyber.

REFERENCES

Agustin, I. Y., & Anand, G. (2021). Proposing Notaries' Deed Digitalization in Indonesia: A Legal Perspective. *Lentera Hukum*, 8(1), 49. <https://doi.org/10.19184/ejlh.v8i1.21375>

Ali, Z. (2018). *Metode Penelitian Hukum* (1st ed.). Sinar Grafika Offset.

Alincia, D., & Sitabuana, T. H. (2021). Urgency of Law Amendment as Foundation of The Implementation of Cyber Notary. *LAW REFORM*, 17(2), 214–231. <https://ejournal.undip.ac.id/index.php/lawreform/article/view/41749>

Alotaibi, Y. K., & Federico, F. (2017). The impact of health information technology on patient safety. *Saudi Medical Journal*, 38(12), 1173–1180. <https://doi.org/10.15537/smj.2017.12.20631>

Astari, A. A. M. A. R. L., Budiarta, I. N. P., & Ujianti, N. M. P. (2020). Pengawasan terhadap Transaksi Bisnis E-Commerce dalam Mewujudkan Perlindungan Konsumen. *Jurnal Konstruksi Hukum*, 1(1), 38–43. <https://doi.org/10.22225/jkh.1.1.2126.38-43>

Bahri, S., Yahanan, A., & Trisaka, A. (2019). KEWENANGAN NOTARIS DALAM MENSERTIFIKASI TRANSAKSI ELEKTRONIK DALAM RANGKA CYBER NOTARY. *Repertorium: Jurnal Ilmu Hukum Kenotariatan*, 8(2), 142–157. <https://doi.org/http://dx.doi.org/10.28946/rpt.v0i0.356>

betto, su, & Latumenten, P. (2022). Normative Review of Legal Liability for Notaries or Officials of Land Deed Makers in Falsification of Land Rights Transfer (Case Study of Land Transfer Rights Belonging to the Actress Nirina Zubir Family). *Legal Brief*, 11(2), 956–963. <https://legal.isha.or.id/index.php/legal/article/view/226>

Dermawan, R. (2021). Pemanfaatan Tanda Tangan Digital Tersertifikasi di Era Pandemi. *Jurnal Hukum Lex Generalis*, 2(8), 762–781. <https://doi.org/10.56370/jhlg.v2i8.95>

Dewi, L. A. T. (2021). Legal Aspect of Cyber Notary in Indonesia. *Journal of Digital Law and Policy*, 1(1), 37–44. <https://www.ejournal.catuspata.com/index.php/jdpl/article/view/92>

Donald, H. L. T. (2022). The Importance of Using Electronic Deeds to Facilitate The Service and Storage of Notary Archives. *Jurnal Penelitian Hukum De Jure*, 22(4), 483–498. <https://doi.org/10.30641/dejure.2022.V22.483-498>

Gillis, A. S., Lutkevich, B., & Brunskill, V.-L. (2023). *What is a digital signature?* Wwww.Techtarget.Com. <https://www.techtarget.com/searchsecurity/definition/digital-signature>

Guspitawaty, E., Santiago, F., & Bakir, H. (2023). The Position of the Notary in the Implementations of the Binding Agreement on the Sale and Purchase of Land Rights. *Proceedings of the 2nd Multidisciplinary International Conference, MIC 2022, 12 November 2022, Semarang, Central Java, Indonesia*. <https://doi.org/10.4108/eai.12-11-2022.2327303>





Hangabei, S. M., Dimiyati, K., Absori, & Akhmad. (2021). The Ideology of Law: Embodying The Religiosity Of Pancasila In Indonesia Legal Concepts. *Law Reform*, 17(1), 77. <https://doi.org/https://doi.org/10.14710/lr.v17i1.37554>

International Union of Notaries. (2018). *NOTARIAL GUIDE OF GOOD PRACTICES FOR PEOPLE WITH DISABILITIES: THE NOTARY AS AN INSTITUTIONAL SUPPORT AND PUBLIC AUTHORITY*. https://www.uinl.org/documents/20181/339555/ANM_CGK-10-6-CDH+Guia-ENG/9c07925b-cae2-48cc-9806-a6e611a41b4e

Iskhak, I., & Witasari, A. (2019). Roles and Responsibilities of Notary in Deed Making Agreement on Sale and Purchase Agreement When the Parties Dispute. *Jurnal Akta*, 6(2), 247. <https://doi.org/10.30659/akta.v6i2.5017>

Jaya, J. A., Zulaeha, M., & Suprpto, S. (2022). Kewenangan Notaris dalam Mensertifikasi Transaksi Elektronik ditinjau dari Undang-Undang No. 2 Tahun 2014 tentang Jabatan Notaris. *Notary Law Journal*, 1(2), 131–144. <https://doi.org/10.32801/nolaj.v1i2.19>

Krisyanto, T. H., Daulay, Z., & Beatrix, B. (2019). Strength of Evidence of Notarial Deed in the Perspective of Cyber Notary in Indonesia. *International Journal of Multicultural and Multireligious Understanding*, 6(3), 775–784. <https://doi.org/10.18415/ijmmu.v6i3.906>

Lubis, I., Murwadji, T., Sunarmi, S., & Sukarja, D. (2023). Cyber Notary as A Mean of Indonesian Economic Law Development. *Sriwijaya Law Review*, 7(1), 62–72. <https://doi.org/10.28946/slrev.Vol7.Iss1.1972.pp62-72>

Lubis, I., Murwadji, T., Sunarmi, S., Sukarja, D., Azwar, T. K. D., & Sitepu, F. (2022). Development of the Concept of Cyber Notary in Common Law and Civil Law Systems. *Law and Humanities Quarterly Reviews*, 1(4), 30–39. <https://doi.org/10.31014/aior.1996.01.04.32>

Mukerji, C. (2020). The Archives Made Me Do It. *Qualitative Sociology*, 43(3), 305–316. <https://doi.org/10.1007/s11133-020-09459-8>

Mulia, J., Rahmi, E., & Nuriyatman, E. (2022). Protokol Notaris Sebagai Arsip Vital Negara Dalam Perspektif Perundang-Undangan di Indonesia. *Mendapo: Journal of Administrative Law*, 3(3), 223–241. <https://online-journal.unja.ac.id/Mendapo/article/view/18903>

Mustofa, H. (2017). THE ROLE OF NOTARY IN DEED OF SALE AND PURCHASE AGREEMENT TO SUPPORT NATIONAL DEVELOPMENT. *Jurnal Pembaharuan Hukum*, 4(2), 167–175. <https://doi.org/10.26532/jph.v4i2.1977>

Putra, F. M. K. (2021). Characteristics of Notary Deeds for Transactions Through Electronic Media. *NORMA*, 17(3), 1. <https://doi.org/10.30742/nlj.v17i3.1091>

Putri, K. M., Anwary, I., & Haiti, D. (2022). Kewajiban Notaris melakukan Pembacaan dan Penandatanganan Akta di Depan Semua Pihak secara Bersama-Sama. *Notary Law Journal*, 1(2), 157–175. <https://doi.org/10.32801/nolaj.v1i2.21>

Putri, S. A. C., & Anggoro, T. (2022). The Role of Notaries in The Implementation of The Use of State Property After Regulation of The Minister of Finance No . 115 / PMK . 06 / 2020 Concerning The Use of State-Owned Goods. *LEGAL BRIEF*, 11(2), 1156–1164. <https://legal.isha.or.id/index.php/legal/article/view/253>

Rabanirajona, H. (2020). Role of Notary in Abroad and Indonesia. *Jurnal Akta*, 7(4),





343. <https://doi.org/10.30659/akta.v7i4.12900>

Rahmat, A. F., Mutiarin, D., Pribadi, U., & Rahmawati, E. (2022). Overseeing Cyber-Neighborhoods: How Far the Indonesian National Police Effort in Handling Cybercrime? *Proceedings of the International Conference on Public Organization (ICONPO 2021)*, 209(Iconpo 2021), 549–555. <https://doi.org/https://doi.org/10.2991/aebmr.k.220209.070>

Rifauddin, M. (2016). PENGELOLAAN ARSIP ELEKTRONIK BERBASIS TEKNOLOGI. *Khizanah Al-Hikmah: Jurnal Ilmu Perpustakaan, Informasi, Dan Kearsipan*, 4(2), 168–178. <https://doi.org/10.24252/kah.v4i27>

Rizal, M. Y. (2019). Akibat Hukum Bagi Notaris Yang Rangkap Jabatan Sebagai Pejabat Negara Berdasarkan Undang-Undang Nomor 30 Tahun 2004 Jo Undang-Undang Nomor 2 Tahun 2014 Tentang Jabatan Notaris. *Maksigama Jurnal Ilmiah Hukum*, 13(1), 81–96. <https://maksigama.wisnuwardhana.ac.id/index.php/maksigama/article/view/59>

Rokhmad, A. (2021). Institutions and Contributions to Islamic Law in Indonesia's Legal System. *Walisongo Law Review (Walrev)*, 3(1), 21–44. <https://doi.org/10.21580/walrev.2021.3.1.7282>

Situmeang, S. M. T. (2021). PENYALAHGUNAAN DATA PRIBADI SEBAGAI BENTUK KEJAHATAN SEMPURNA DALAM PERSPEKTIF HUKUM SIBER. *SASI*, 27(1), 38–52. <https://doi.org/10.47268/sasi.v27i1.394>

Subramanian, K. R. (2018). Technology and Transformation in Communication. *Journal of Advance Research in Electrical & Electronics Engineering*, 5(8), 01–13. <https://doi.org/10.53555/nneee.v5i8.157>

Suyanto, V. S. (2020). AHU-Online as a Means of Notary Performance Assistance and Responsibility of Documents Produced. *Proceedings of the International Conference on Law, Economics and Health (ICLEH 2020)*, 140(Icleh), 529–536. <https://doi.org/10.2991/aebmr.k.200513.103>

Shulha, O., Yanenkova, I., Kuzub, M., & Nazarenko, V. (2022). Modeling Regarding Detection of Cyber Threats Features In Banks Activities. *Journal of Management Information & Decision Sciences*, 25(25). 1-8.

Shulha O, Yanenkova I, Kuzub M, Nazarenko V. (2022). Banking Information Resource Cybersecurity System Modeling. *Journal of Open Innovation: Technology, Market, and Complexity*. 8(2):80. <https://doi.org/10.3390/joitmc8020080>

Syamsir, Rahmi, E., & Yetniwati, Y. (2019). Prospek Cyber Notary Sebagai Media Penyimpanan Pendukung Menuju Profesionalisme Notaris. *Recital Review*, 1(2), 132–146. <https://online-journal.unja.ac.id/RR/article/view/7458>

Taliwongso, C. A. A. (2022). KEDUDUKAN AKTA OTENTIK SEBAGAI ALAT BUKTI DALAM PERSIDANGAN PERDATA DI TINJAU DARI PASAL 1870 KUH PERDATA (Studi Kasus Putusan Nomor 347/Pdt.G/2012/PN.Mdn). *Lex Administratum*, 10(2), 1–15. <https://ejournal.unsrat.ac.id/index.php/administratum/article/view/40531>

Tibaka, L., & Rosdian, R. (2018). The Protection of Human Rights in Indonesian Constitutional Law after the Amendment of the 1945 Constitution of the Republic of Indonesia. *FIAT JUSTISIA: Jurnal Ilmu Hukum*, 11(3), 266. <https://doi.org/10.25041/fiatjustisia.v11no3.1141>

Utami, P. D. Y. (2020). *CYBER NOTARY SOLUTIONS TO NOTARY SERVICES*





DURING THE COVID-19 PANDEMIC: COULD IT BE IMPLEMENTED IN INDONESIA? <https://udayanetworking.unud.ac.id/lecturer/scientific/4799-putu-devi-yustisia-utami/cyber-notary-solutions-to-notary-services-during-the-covid-19-pandemic-could-it-be-implemented-in-indonesia-157>

Warokka, S. I., & Sukardi, A. J. (2020). *Electronic Signatures in Indonesia: New Focus on Not-So-New Innovation*. Ssek.Com. <https://ssek.com/blog/electronic-signatures-in-indonesia-new-focus-on-not-so-new-innovation/>

