

## **Juridical Analysis of the Implementation of Cyber Notary in Indonesia is Associated with the Obligations of Parties to Sign Deeds Electronically**

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**Abstract.** *Article 15 paragraph (3) UUJNP notary has the authority to certify transactions conducted electronically (Cyber Notary). From the Elucidation of Article 15 paragraph (3) of the UUJNP, there is no further understanding regarding the certifying authority possessed by a notary, there is no explanation regarding the meaning of the word certifying, causing a blurring of legal norms. This article aims to know and analyze the implementation of Cyber Notary in Indonesia is associated with the obligations of the parties to sign the deed electronically and how legal certainty is regarding a deed made with the Cyber Notary mechanism. This research uses the sociological juridical approach method, the specification of the analytical descriptive research is how to describe the condition of the object under study, the data collection method is done by interviews and literature studies, as well as the qualitative analytical method as a method in analyzing data. Based on research results and discussion: 1) Cyber notary has begun to be implemented in Indonesia, for example in making of a minutes of meeting at the General Meeting of Shareholders (GMS) of a Limited Liability Company by a Notary, but using electronic media is contrary to Article 16 paragraph (1) letter m of Act No. 2 of 2014 concerning amendments to Act No. 30 of 2014 concerning Notary Office; 2) With the cyber notary concept in making Authentic Deeds it is still contrary to the terms and mechanisms in the Authentic Deed itself both regulated in the Criminal Code, UUJN and UU ITE. Where there is an element of "confronting" as a formal requirement that must be fulfilled by the Notary and the parties in making an Authentic Deed, so that if these conditions are not fulfilled, the status of the deed which was originally considered an Authentic Deed which has the strongest evidentiary power can change to a deed under the hand.*

**Keywords:** *Agreement; Evidence; Obligation.*

## 1. Introduction

Indonesia is a constitutional state as stated in Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia (1945 Constitution). Article 1 paragraph (3) of the 1945 Constitution means that all aspects of life in society, state and government must be based on law. In the daily life of the community, it cannot be separated from activities in the aspects of trade, production, and services. In connection with these activities, the community takes legal action to support its activities.

Legal actions themselves mean that every human activity/action is carried out intentionally and is intended to give rise to rights and obligations for each party involved. Some of these legal actions must be made in written form and are authentic. This is needed as a way to defend and prove the truth of the act. The nature of authenticity is needed as a means of perfect proof that is valid and legally recognized for the realization of legal objectives.

The purpose of the law adopted by Indonesia is to realize justice, benefit and legal certainty.<sup>1</sup> The legal objectives adopted by Indonesia at this time are the concept of legal objectives adopted by western law as a result of being colonized by the Colonials.<sup>2</sup>

One of the professions authorized to make authentic deeds in Indonesia is a Notary. As stated in Article 1 number (1) of Act No. 2 of 2014 concerning the Position of a Notary for Amendments to Act No. 30 of 2004 concerning the Position of a Notary (hereinafter referred to as UUJN) states that a Notary is a public official authorized to make authentic deeds and has other authorities as referred to in this law or other laws.<sup>3</sup>The birth of the UUJN further emphasizes the important position of a Notary as a public official who provides legal certainty through the authentic deed he makes.

The philosophical basis for the formation of UUJN is the realization of guarantees of legal certainty, order and legal protection with the core of truth and justice through the deed he made. Notaries must be able to provide legal certainty to the public who use Notary services. It is important for a notary to be able to understand the provisions stipulated by law so that the general public who do

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<sup>1</sup>Achmad Ali, *Revealing Legal Theory (Legal Theory) and Judicial Theory (Judicialprudence) Including Interpretation of Laws (Legisprudence)*, 3rd Print (Jakarta: Kencana, 2010), p. 213.

<sup>2</sup>*Ibid*, Thing. 214.

<sup>3</sup>Ngadino, *Duties and Responsibilities of Notary Office in Indonesia*, (Semarang: PGRI University Semarang Press, 2019), p. 3.

not know or do not understand the rule of law can understand correctly and not do things that are contrary to the law.<sup>4</sup>

## **2. Research Methods**

The research specifications used are analytical descriptive in nature, namely to obtain a comprehensive and systematic picture of the policies of the land acquisition committee in determining the validation of land parcels between regulations and implementation in the construction of the Pemalang-Batang toll road in Cepagan Village, Warungasem District, Batang Regency. The research description will describe in a valid and systematic way the problem studied, the analysis in question is connecting one data to another so that it becomes a series that is studied, giving an overall, valid and systematic picture.

## **3. Result and Discussion**

### **3.1. The implementation of Cyber Notary in Indonesia is associated with the obligation of the parties to sign the deed electronically.**

The term cyber notary is defined as the utilization or use of information technology in carrying out its functions, duties and authorities as a notary, an example of the intended information technology is computers or computer networks, as well as the use of other electronic media such as video conferences or teleconferences.<sup>5</sup> So that, if a Notary when carrying out his/her duties, the Notary uses and/or utilizes information technology, then this can already be said to be a cyber notary.

Cyber notary is a concept that can provide convenience for a notary in carrying out his duties, and cyber notary is a concept that is currently being implemented in Indonesia. The application of this concept can be seen from the spelling out of the term cyber notary in the Elucidation of Article 15 paragraph (3) UUJNP, in this article it can be clearly seen that the term cyber notary is. The utilization or use of information technology by a notary in carrying out his duties and authorities, can be found for example in the making of a minutes of meeting at the General Meeting of Shareholders (hereinafter referred to as the GMS) of a Limited Liability Company by a Notary.

As stated in article 77 paragraph (1) of the Limited Liability Company Law which states as follows:

"Apart from organizing the General Meeting of Shareholders (GMS) as referred to in Article 76, the GMS can also be held via teleconference media, video

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<sup>4</sup>Komar Andasasmita, Notary at a Glance, Cet. 2, (Bandung Alumni, Bandung, 1983), p. 2.

<sup>5</sup> Wijanarko, FR, Mulyoto, M., & Supanto, S. (2015). Juridical Review of Notary Deeds Against the Enforcement of Cyber Notaries in Indonesia According to Law Number 2 of 2014. Repertorium, p. 2.

conferences, or other electronic media facilities that allow all GMS to see and hear each other directly and participate in the meeting."<sup>6</sup>

The GMS, which is carried out by utilizing technological developments, makes it possible for the company's shareholders not to have to meet face to face when conducting a GMS, but to meet face to face via video conference like face to face. This is a step forward that can facilitate the implementation of the General Meeting of Shareholders (GMS).

However, using electronic media does it conflict with Article 16 paragraph (1) h letter m of Act No. 2 of 2014 concerning amendments to Act No. 30 of 2004 concerning the Position of Notary Public which states as follows:

"In carrying out his position, the Notary is obliged to read the Deed before the appearer attended by at least 2 (two) witnesses, or 4 (four) special witnesses for the making of a will under the hand, and signed at the same time by the appearer, witness and Notary ”.

In this case, it is emphasized again in article 44 paragraph (1) of the Notary Office Law which reads as follows:

"In carrying out his position, the Notary is obliged to read the Deed in the Presence of Appearers in the presence of at least 2 (two) witnesses, or 4 (four) witnesses specifically for the making of a will under the hand, and signed at the same time by appearers, witnesses and Notary Public".

In this case, it is emphasized again in article 44 paragraph (1) of the Notary Office Law which reads as follows:

"that immediately after the deed is read, the deed is signed by each appearer, witness and notary, except if there are appearers who cannot sign by stating the reasons."<sup>7</sup>

Regarding electronic signing which is accommodated in Act No. 19 of 2016 concerning amendments to Act No. 11 of 2008 concerning Electronic Transaction Information (UUITE). In article 1 paragraph (4) which states as follows:

"Electronic documents are any electronic information that is created, forwarded, sent, received, stored in analog, digital, electromagnetic, optical or the like which can be seen, displayed and heard via a computer or electronic system but is not limited to writing, sound, images , maps, plans, photographs or the like, letters, signs, numbers, access codes, or symbols that have meaning and can be understood by people who are able to understand them. And in accordance with the provisions of article 5 paragraph (1) The ITE Law states that electronic information and/or electronic documents and/or printouts are valid legal evidence."

This is inversely proportional to what is stipulated in the Notary Office Law, when making an Authentic Deed refers to the provisions on the form and procedure

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<sup>6</sup>Setyawati. p. 249

<sup>7</sup>Ibid. p. 250.

for making a Notary Deed and must be in accordance with Article 38 of the Notary Office Law, which states that each deed consists of:

1. Initial / Deed or Head of Deed,
2. Deed Body, and
3. End or closing Deed.

Besides that, the appearer was present at the time of drawing up the Deed, as stated in Article 16 paragraph (1) letter m and Article 44 paragraph (1) of the Law on Notary Office and this is also confirmed in Article 16 paragraph (9) of the Law on Office Notary stating the following:

"If one of the conditions referred to is not met, then the deed concerned only has the power of proof as a private deed."<sup>8</sup>

If you pay attention to the provisions in the three laws which are used as the main consideration in determining the possibility of applying information and communication technology in making notarial deeds electronically, then the possibility of making notarial deeds needs to be completed using the principle:<sup>9</sup>

1. *Lex superior derogate legi inferiori*, if there is a conflict between laws and regulations that are hierarchically lower and higher, the laws and regulations that are lower in hierarchy must be set aside; or
2. *Lex specialis derogate legi generalis*, which refers to two laws and regulations which hierarchically have the same position, but the scope of content material between the two laws and regulations is not the same, namely one is a special arrangement of the other, ( special rules beat general rules); or
3. *Lex posterior derogate legi priori*, which means the later laws and regulations set aside the previous regulations.

With a new breakthrough in the electronic era that gave birth to a cyber notary concept, it is hoped that notaries can realize this service. All of these habits can change according to the demands of the times, indeed they must be within the corridors of statutory regulations, it's just that it is not a mistake if notaries develop their knowledge for the advancement of the development of the notary world, especially notaries themselves for the realization of a service system that is now required to be practical. , quickly at affordable costs.<sup>10</sup>

By looking at the current condition of the trading world in Indonesia, it is very appropriate if the Indonesian government in this case cooperates with Notaries and parties participating in the electronic service delivery system, especially in

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<sup>8</sup>Ibid. p. 251.

<sup>9</sup>RB Simatupang. 2009. *Legal Aspects in Business*. Jakarta: Rineka Cipta. p. 76.

<sup>10</sup>RA Emma Nurrita. p. 14.

the notary sector to be able to jointly support the creation of the concept of cyber notary. <sup>11</sup>

With the increasingly advanced world of trade around the world, it is very possible that one day Indonesia will use the concept of cyber notary or notary by digital to support the growth rate in several sectors such as the economic sector, the trade sector, especially traffic in electronic services.<sup>12</sup>

1. Techniques for storing electronic data In my opinion, storing minutes of notarial deeds electronically can be done with technology, namely:

a. USB Flash Disk, which has a period of reading and writing data from 10,000 (ten thousand) to 100,000 (one hundred thousand) times.

b. Hard Disk, has a storage life of approximately 6 (six) years, but usually after the first 3 (three) years it will enter a critical age with a failure rate of 12% (twelve percent) each year, so only 50% (fifty percent) can survive for 6 (six) years.

c. Google Drive, has a maximum storage capacity of 15 GB with 1 Gmail account. In this case, verifying two accounts for each Gmail account is very important to keep data safer, as well as with a Google Drive account lock for the public so that it is not easily accessed by other unauthorized parties so that data security is maintained.

d. Server Storage, which is not only for storing data but also serves as a bridge so that you can access company data or personal data anywhere and anytime with the help of certain applications, for example with websites, if the higher the price of a blog account, the safer it will be from the reach of hackers.

According to the author, the better storage so far is to use Server Storage, because this storage provides better security to reduce worries about data being damaged or lost, even in the event of a fire the data will remain safe, with data access features where anytime and any time with the help of certain apps. The electronic storage of minutes of notary deeds is carried out as a step in anticipating the process of storing and maintaining notary protocols from the risk of damage or even loss of minutes of notary deeds. Laws and regulations including UUJN, nothing regulates the mechanism for storing notary protocols electronically in anticipation of damage, loss or destruction of the notary protocol which contains minutes of the deed which are authentic evidence.

2. The concept of regulation of electronic evidence in civil procedural law is updated to support legal certainty.

Just making arrangements for evidence that can be used in civil cases openly (not limitively), is not enough to provide legal certainty for judges to use electronic documents as evidence in deciding a case. Electronic evidence which has long been known and widely used in civil law traffic, it is time to be normative (regulated in a law) in procedural law, so as to provide firmness that

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<sup>11</sup>Ibid. Thing. 16.

<sup>12</sup>Ibid. Thing. 18-19.

can be used as a guide by judges, which in turn will provide legal certainty in decide cases.<sup>13</sup>

Deeds or electronic documents must be expressly recognized as evidence that can be equated with written evidence (to achieve legal certainty), provided that the judge and the parties accept and approve it as evidence in resolving a case in court, and the strength of evidence has strong evidentiary power. is no different from an ordinary written document as long as it fulfills the requirements determined by law.

In essence, Cyber notary has begun to be implemented in Indonesia, for example inmaking of a minutes of meeting at the General Meeting of Shareholders (GMS) of a Limited Liability Company by a Notary, but using electronic media is contrary to Article 16 paragraph (1) letter m of Act No. 2 of 2014 concerning amendments to Act No. 30 of 2014 2004 concerning Notary Office. Regarding electronic signing which is accommodated in Act No. 19 of 2016 concerning amendments to Act No. 11 of 2008 concerning Electronic Transaction Information (UUITE) is inversely proportional as stipulated in Article 38 of Act No. 2 of 2014 concerning the Position of Notary . Making a notarial deed electronically is only possible if changes have been made to various laws related to the implementation of the notary's authority in making an electronic deed. namely UUJN and UU ITE. If no changes are made to UUJN and UU ITE, electronic deed making will be hampered, both juridically and technically in the field.

### **3.2. Legal certainty for a deed made with the Cyber Notary mechanism.**

The existence of cyberspace is often referred to as cyberspace which can be accessed easily via the internet, causing the boundaries of the spatial dimension to become almost invisible anymore. The development of this technology also has implications in the field of notary affairs, which then emerges the idea of a cyber notary. The rapid development and progress of information technology has led to changes in human life activities in various fields which have directly influenced the birth of new legal acts or actions. Then the opportunities and challenges for Notaries in the era of globalization are the emergence of demands for Notaries not only to work manually but also to be able to take advantage of technology-based information.

The rapid advancement of technology today has made the various actions we do cannot be separated from various kinds of electronic equipment. These actions include both ordinary actions that do not give rise to legal consequences and actions that give rise to legal consequences. Actions carried out with the intention of causing legal consequences are known as legal actions. In the context of legal actions carried out using electronic devices, in accordance with

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<sup>13</sup>Efa Laela Fakhriah. Electronic Evidence in the Civil Evidence System. (Bandung: PT. Refika Aditama, 2017). p, 162

the provisions in the Electronic Information and Transaction Law (UU ITE), it is called Electronic Transactions. Article 1 number 2 of the ITE Law defines electronic transactions as legal actions carried out using computers, computer networks, and/or other electronic media.<sup>14</sup>

The community's need for authentic certificates is increasing along with increasing economic development. Viewed from the perspective of legal actions, there are legal actions that have the condition that the legal action must be poured into the form of an authentic deed. The community's need for law tends to always develop and be dynamic in line with developments in information and technology. Therefore the law should always develop following the development of society, not become an obstacle in the development of society. Increasing social and economic activity with the constellation of world society has entered an information-oriented society.

Cyber notary institutions are a legal breakthrough that is carried out to meet legal needs in society, especially for Notaries in the era of globalization, but these cyber notary institutions still have deficiencies both in terms of meaning and conceptualization in making Deeds through cyber notary institutions. However, in terms of regulation, the concept of cyber notary cannot be implemented effectively and efficiently due to a legal vacuum between meaning and implementing regulations rather than cyber notary itself. So here it can be seen that cyber notary institutions have been regulated but have a legal vacuum (*rechtsvacuum*) in the perspective of their meaning. In a legal vacuum, of course, it will have an impact on cyber notary institutions, giving rise to difficulties in carrying out one of the notary's powers.<sup>15</sup>

Theory of Legal Certainty states that legal certainty is the existence of rules that are general in nature so that individuals know what actions may or may not be performed. Based on the Theory of Legal Certainty, the meaning of the Notary's authority over the cyber notary, which was originally unknown whether the act may or may not be carried out due to a legal vacuum (*rechtsvacuum*), becomes clear its limits, namely it applies in a limited manner to electronic transaction certification.

An electronic document form can have original and original evidentiary strength if it uses an electronic system in a safe, reliable and responsible manner. However, according to Indonesian positive law, in relation to the notarial deed, cybernotary enforcement is not recognized as electronic evidence. This is because there is an article that prohibits it, namely Article 5 paragraph (4) of Act No. 11 of 2008 concerning Information and Electronic Transactions which reads:

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<sup>14</sup>Cyndiarnis and Kadek, 2019, Conceptualization and Opportunities of Cyber Notaries in Law, Scientific Journal of Pancasila and Citizenship Education, Vol. 4, Number 1, p. 32.

<sup>15</sup>Ibid.



"Provisions regarding electronic information and/or electronic documents as referred to in paragraph (1) do not apply to:<sup>16</sup>

1. Letters according to the law must be made in written form; and
2. Letters and documents according to the law must be drawn up in the form of a notary deed or a deed drawn up by the official who made the deed."

Thus, when it is associated with a notary deed to the enforcement of cyber notary where the notary deed is in electronic form (electronic deed), then the strength of the notary deed does not have perfect proof like an authentic deed, this is because the notary deed is in electronic form (electronic deed) does not fulfill requirements for the authenticity of a deed, apart from that Act No. 2 of 2014 and Act No. 11 of 2008 concerning Information and Electronic Transactions also do not accommodate this.

The reason why the current authentic deed cannot be in electronic form is due to several things, namely:

- a. Authentic deed is determined by law and until now there is no statutory regulation that specifically regulates that authentic deed can be made electronically (electronic deed);
- b. Regarding the signature, an authentic deed must be signed by the parties, witnesses, and a notary, but until now there is no law or regulation which states that digital signatures may be used in authentic deeds;
- c. Basically in making an authentic deed, the parties must be physically present before the notary and witnessed by the witnesses, to be read by the notary in front of the parties and witnesses then signed by the parties, witnesses, and by the notary. However, until now there has been no legislation stating that the concept of face to face may be via teleconference media;

Based on the provisions of Article 5 paragraph (4) of Act No. 11 of 2008 concerning Information and Electronic Transactions, electronic deeds do not have the perfect proof power like an authentic deed. Until now, electronic deeds are only considered as private deeds which are equated with documents, letters, electronic certificates (Hiariej. 2014). The notary also does not make the electronic deed an authentic deed.

The provisions contained in Article 15 paragraph (3) of Act No. 2 of 2014 concerning Amendments to Act No. 30 of 2004 concerning the Position of Notary Public which states that "In addition to the authority referred to in paragraph (1) and paragraph (2), a notary has other authorities as regulated in laws and regulations. In this case what is meant by "other authorities regulated in laws and regulations" is the authority to certify which is carried out electronically

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<sup>16</sup>Kadek and Hendra, 2020, Conceptualization and Opportunities of Cyber Notary in Law, Journal of Legal Communication (JKH) Ganesha University of Education, Vol. 6 No. 1. p. 132.

(cyber notary). However, the power of certification is not the same as an authentic deed which adheres to the provisions of Article 1868 of the Civil Code. Cyber notary is a new concept in which the public official in question is a Notary who used to carry out his duties and responsibilities in a conventional way by switching to the use of electronic devices through internet facilities as the main medium so that the Notary in the entire process of making a Notary Deed which was originally legal in paper form to an electronic deed or in the form of an electronic document. Brian Amy Prastyo expressed his views regarding cyber notary, that the essence of the Cyber Notary concept has not yet had a binding definition. however, for now the concept of Cyber Notary is a Notary who explains the duties and authority of his position as a whole carried out electronically or based on information technology.<sup>17</sup> However, making Authentic Deeds that are carried out online via electronics still has obstacles and obstacles due to conflicting regulations which give rise to a conflict norm. The obstacle to the cyber notary concept is caused by formal requirements which require the presence of the parties before the Notary so that this indicates that the formal requirements in making a notary deed are cumulative and not alternative so they must be fulfilled. Article 16 paragraph (9) UUJN, "If one of the conditions referred to in paragraph (1) letter m and paragraph (7) is not met, the deed concerned only has the power of proof as a private deed. "Referring to the wording of the article which expressly states that if the deed is not read by a notary as stipulated by law, it will result in the strength of the proof so that it makes the deed a private deed. In the presence of appearers it means that the Notary has the obligation to advocate for law by conveying the entire contents of the deed as well as those relating to the parties whose names have been listed in the deed, the Notary is tasked with reading the deed in front of the facing parties with the aim that the parties are seen to have understood clearly and the overall intent the contents of the deed set forth in the Authentic Deed.<sup>18</sup>

Di in the UUJN and the Civil Code there are arrangements regarding the mechanism for making an Authentic Deed and the requirements for the fulfillment of the authenticity of a deed. However, the use of electronic media by a Notary with the cyber notary concept in making an Authentic Deed cannot fulfill the requirements for authenticity. The authentication requirements for Authentic Deeds are not fulfilled as regulated in Article 1869 of the Civil Code, which reads "A deed which cannot be treated as an authentic deed, either because of the incompetence or incompetence of the public official concerned or because of defects in its form, has the power of writing under hand when signed by the parties. "Authentic deed based on cyber notary issued by a Notary does

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<sup>17</sup>Prastyo, Brian Army. "Opportunities and Challenges of Cyber Notary in Indonesia.", (2014), <https://staff.blog.ui.ac.id/brian.amy/2009/11/29/peluang-cyber-notary-di-indonesia/>, Last accessed July 21, 2022.

<sup>18</sup>Merlyani, Dwi, Annalisa Yahanan, and Agus Trisaka. 2020, Obligation to Read Authentic Deeds by Notaries in the Presence of Appearances with the Cyber Notary Concept, *Repertorium: Scientific Journal of Notary Law* Vol 9, no. 1 (2020), p.37.

not meet the requirements because he does not have the authority to make with the concept which can result in the Notary concerned being considered incompetent, causing the deed to become defective in form. Then, the deed will only be considered as an authentic deed, but in fact the deed has the power only as a deed in the hands in the form of writing by the parties that have been signed. In practice, the ratification of a cyber notary-based notary deed is very vulnerable because it has loopholes for parties who do not have good intentions to misappropriate the deed. the deed will only be considered as an authentic deed, but in fact the deed has the power only as a deed in the hands in the form of writing by the parties that have been signed. In practice, the ratification of a cyber notary-based notary deed is very vulnerable because it has loopholes for parties who do not have good intentions to misappropriate the deed. the deed will only be considered as an authentic deed, but in fact the deed has the power only as a deed in the hands in the form of writing by the parties that have been signed. In practice, the ratification of a cyber notary-based notary deed is very vulnerable because it has loopholes for parties who do not have good intentions to misappropriate the deed.<sup>19</sup>So that there will be a very large possibility of disputes arising between the parties.

Whereas in the ITE Law Article 5 paragraph (1) jo. Article 5 paragraph (4) letter b, which in essence electronic information and/or electronic documents as well as their printouts are valid legal evidence but there are exceptions for both electronic information and electronic documents or both where one of them is a letter or document made in the form of a notary deed or made by a public official who made the deed according to the law. So therefore, arrangements regarding proving Authentic Deeds as valid legal evidence refer to Article 1868 of the Civil Code, however, the existence of elements before a public official raises problems for an Authentic Deed made with the concept of cyber notary, it can even be said to be very fatal because it is not recognized as an authentic deed by a public official who has force as legal evidence. The concept of a cyber notary which is carried out using electronic media, in the process of validation, namely the signing is also done online, but the existence of an electronic signature is actually irrelevant to legal principles that still use conventional working methods where the making of an Authentic Deed states that documents must be in paper form, which can be seen, and saved.<sup>20</sup>Thus, it is very risky for a Notary to make an Authentic Deed with the cyber notary concept because there is no legal substance that accommodates the entire process of making an Authentic Deed both in UUJN and UU ITE which both laws should be the basis for Notaries so that they get legal protection in the process of making an Authentic Deed through electronic media.

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<sup>19</sup>Rossalina, Zainatun, Op. Cit., p. 5.

<sup>20</sup>Listyana, Dini Sukma, and Ismi Ambar Wati, 2014, The Proof of Electronic Signatures as Legal Evidence in the Perspective of Procedural Law in Indonesia and the Netherlands, *Verstek 2*, no. 2, p. 147.

Supposedly the provisions for notary services with electronic media could have been included by making changes to UUJN, but in reality this did not happen.<sup>21</sup> So as to give the impression of a breath of fresh air, through changes to Article 15 paragraph (3) UUJN. This article provides an affirmation that a Notary has other authorities regulated in laws and regulations. One of the other forms of authority is meant by certifying transactions electronically in accordance with the cyber notary concept. Another authority in the form of electronic certification carried out by a Notary can only be carried out in the implementation of the General Meeting of Shareholders or what is commonly abbreviated and known as the GMS. General Meetings of Shareholders are usually held conventionally and are attended by shareholders in a meeting room, but now General Meetings of Shareholders can be held online by maximizing electronic media so that they are referred to as e-RUPS which allows all GMS participants to feel the atmosphere like a face-to-face meeting directly related the authority to implement e-RUPS in this limited liability company is regulated in Article 77 of Law No. 40 of 2007 concerning Limited Liability Companies (hereinafter referred to as the Company Law). Then in the technical implementation of the electronic GMS refers to the Regulation of the Financial Services Authority of the Republic of Indonesia No. 16/POJKO.4/2020 concerning Implementation of General Meeting of Shareholders of Public Companies,

As with the implementation of the GMS in the conventional way, the online GMS is also attended by a Notary, because in the implementation the person in charge of making the Minutes of Deed is a Notary. Even though it is carried out online, the Deed of Minutes has fulfilled the elements of authenticity of a notarial deed because the signatures of the parties are not required to be included and only require approval by the Notary on duty. So, the Notary as the maker of the deed is fully responsible for the issuance of the deed. So that the Deed of Minutes at the implementation of the e-RUPS can be declared valid because the Notary concerned fulfills his qualifications by attending as one of the participants and witnesses the entire course of the meeting and sets out all legal events at the meeting.<sup>22</sup>

#### **4. Conclusion**

The provisions of Article 15 paragraph (3) of Act No. 02 of 2014 which make fundamental changes to the procedures for working with a notary that can be done with a cyber notary. However, this article conflicts with the norms of the next article, namely article 16 paragraph (1) letter m of Act No. 02 of 2014 which

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<sup>21</sup>BENNY, Application of the Cyber Notary Concept in Indonesia in View of Law Number 2 of 2014, *Premise Law Journal* 5 (2015), p. 5.

<sup>22</sup>Putri, Cyndiarnis Cahyaning, and Abdul Rachmad Budiono. "Conceptualization And Opportunities Of Cyber Notaries In Law." *Scientific Journal of Pancasila and Citizenship Education* 4, no. 1 (2019): 35

states that a notary must be present to read and sign the deed. This is answered through article 16 paragraph (7) which opens up opportunities for cyber notaries to carry out electronic documents and electronic deeds because it is not mandatory to read the deed before a notary when the appearer wants the deed not to be read because the appearer has read it himself, knows and understands its contents, provided that that this is stated in the cover of the Deed and on each page of the Minutes of the Deed initialed by the appearers, witnesses and Notary,

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