

The Validity of Electronic Signatures in the Making of Notarial Deeds from a Positive Legal Perspective in Indonesia

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Abstract. *This study aims to analyze: 1) The validity of electronic signatures in making notarial deeds from a positive legal perspective in Indonesia. 2) The advantages and disadvantages of using electronic signatures in making notarial deeds. The approach method in this study is the statute approach. This type of research is normative research. The types and sources of data in this study are secondary data obtained through literature studies. The analysis in this study is prescriptive. The results of the study concluded: 1) The validity of electronic signatures in making notarial deeds from a positive legal perspective in Indonesia based on the explanation of Article 15 paragraph (3) is not in line with Article 16 paragraph (1) letters m and c of the Notary Law (UUJN). Article 16 paragraph (1) letter m and letter c regarding the authority of the notary in paragraph (1) can cause problems regarding the authenticity of the deed in the application of electronic signatures because the notary has an obligation where the deed made must be read and signed in the presence of both parties, the notary and also 2 (two) witnesses and the notary's deed is required to attach letters and documents, which are accompanied by fingerprints by the parties to the minutes of the deed. 2) The advantages of using electronic signatures in making notarial deeds are that the use of electronic signatures can reduce costs associated with printing, sending, and storing physical documents. The process of making notarial deeds can be faster because it does not require the physical presence of the parties involved. Electronic signatures allow transactions to be carried out online, make it easier to access documents, have sophisticated security, are easy to store digitally, and reduce dependence on paper and physical storage space. In addition to the advantages, electronic signatures also have disadvantages, including the risk of difficulty in verifying the identity of the parties involved, requiring reliable and secure technological infrastructure, there are still regulatory conflicts, some cases may require a physical signature, such as documents that require a stamp or certain legal requirements that do not yet recognize electronic signatures, can raise concerns regarding privacy. From the advantages and disadvantages of electronic signatures that have been explained above, it can certainly be concluded that there are many*

advantages to be gained from the implementation of electronic signatures. This needs to be considered to realize the existence of electronic signatures in the notary field.

Keywords: *Deed; Electronic; Signature; Validity.*

1. Introduction

Law moves dynamically along with the development of society, but law in the narrow sense, namely statutes, often lags behind in following and accommodating changes in the times and technological developments.¹The gap between technological development and regulatory progress becomes a serious problem as technology continues to develop.

The Globalization Era encourages the development of the legal system in Indonesia. This is marked by the existence of Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions (hereinafter referred to as the ITE Law). This is evidence that the Law in Indonesia follows the development of technology and Information. Electronic transactions are generally defined as the process of exchanging information through an electronic communication system in order to carry out certain legal acts, one of the purposes of which is to be able to carry out civil relations with the parties in carrying out an agreement. To be able to carry out these electronic transactions, several requirements must be met, one of which is the authenticity of a message and the confidentiality of the message. This has been facilitated by using an electronic authentication method known as "electronic authentication" or "electronic signature".²"Electronic signature" or known as a digital signature is regulated in the ITE Law in Article 1 number 12 which reads: An Electronic Signature is a signature consisting of Electronic Information that is attached, associated or related to other Electronic Information that is used as a means of verification and authentication of the identity of the signatory and the integrity and authenticity of electronic information which is one or a set of electronic data, including but not limited to writing, sound, images, maps, designs, photos, electronic data interchange (EDI), electronic mail, telegrams, telex, telecopy or the like, letters, signs, numbers, access codes, symbols or perforations that have been processed that have meaning or can be understood by people who are able to understand them.³

¹Benny Riyanto, 2020, National Legal Development in Era 4.0, Rechtsvinding Journal, Volume 9, Number 2, p. 181.

²Priptika Nurul, 2022, Legality of Using Digital Signatures in Notarial Deeds Based on Positive Law in Indonesia, Jurnal Sosial dan Budaya Syar-i, Volume 9 Number 6, p.1948

³Ranti Fauza Mayana, 2021, Legality of Electronic Signatures: Possibilities and Challenges of Notary Digitalization in Indonesia, Journal of Notary Law, Faculty of Law, Unpad, Volume 4, Number 2, p.248

Along with the very rapid development of information and electronic technology, electronic media is widely used as a mainstay platform for communication, coordination, implementation of teaching and learning processes, implementation of various types of work, activities and business transactions, to the implementation of tasks and positions such as the position of notary. Notaries in carrying out their functions and duties are based on Article 15 paragraph (3) of Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning the Regulation of Notary Positions (UUJN) have other authorities, as stated in Article a quo which reads: "In addition to the authority as referred to in paragraph (1) and paragraph (2), Notaries have other authorities regulated in laws and regulations. Based on Article a quo, Notaries are given the authority to be able to certify transactions carried out by cyber notary. If observed, this cyber notary seeks to provide legal force, namely that actions for parties who wish to appear before a notary do not have to be carried out physically in a certain place, in this case it is possible for the parties to be in different places.⁴ However, this is contrary to Article 5 Paragraph (4) letter b of the ITE Law which states that the provisions regarding electronic information and/or electronic documents as referred to in paragraph (1) do not apply to letters and documents which according to the Law must be made in the form of a notarial deed or a deed made by a deed-making official.

This causes Cyber notary in Indonesia to still be debated even though it is possible to implement. Therefore, the role and function of this notary in conducting electronic transactions is still in the trial stage so that Indonesian Notaries can be useful globally.⁵ The authority of electronic notaries is not clearly regulated in the Notary Law, but there are other laws and regulations that provide various opportunities for this.

Ironically, as a country of law, the development of positive law in Indonesia is far behind the development of the current era. So that it has an impact on providing legal certainty to the community.⁶ The validity of electronic signatures in the making of notarial deeds from the perspective of positive law in Indonesia is an urgent issue to be addressed. Although the ITE Law has recognized the validity of electronic signatures, there is no regulation that explicitly regulates the validity of electronic signatures in the context of making notarial deeds. This creates legal uncertainty that can hinder the trust and validity of electronic legal documents. The absence of clear provisions on the identification, authentication, and security of electronic signatures in notarial practice also raises concerns about the level of

⁴Emma Nurita, 2012, *Cyber notary: Initial Understanding in the Concept of Thought*, Refika Aditama, Bandung, p. xii.

⁵Edmon Makarim, 2011, *Modernization of Future Notary Law: Legal Study of the Possibility of Cyber Notary in Indonesia*, *Journal of Law and Development* Year 41, volume 3, p. 466

⁶Iqbal Anshori, 2022, *Polemic on the Application of Electronic Signatures in Making Authentic Deeds*, *Recital Review*, Volume 4 Number 2, p.355

validity of documents and the potential for more sophisticated forgery in the digital era.

2. Research Methods

The approach method in this study is the statute approach. This type of research is normative research. The type and source of data in this study are secondary data obtained through literature studies. The analysis in this study is prescriptive.

3. Results and Discussion

3.1. The Validity of Electronic Signatures in the Making of Notarial Deeds from a Positive Legal Perspective in Indonesia

A notary is a public official who is authorized to make authentic deeds. Currently, there are three types of notarial systems with different characteristics. Civil law notaries from Latin law countries, common law notaries in English-speaking countries and the notarial system in the United States which is derived from the English common law notary but with slight differences. It is also different in Japan, the process of making or how an electronic notary works in Japan, the procedure is that the client makes a digital document in PDF (portable document format) format which is accompanied by a digital signature. The request is then processed online on the Ministry of Justice website, which is then forwarded to the JNNA (Japan National Notary Association) Electronic Notary Center. At the time of authentication of the document, the party making the request for the document to be notarized electronically must be present before the Notary.⁷

The law in Indonesia adopts a civil law system because the Indonesian legal system is influenced by the Dutch who adopt the same legal system. Notaries in Indonesia are public officials who are state organs equipped with general powers, authorized to exercise part of the state's power to create written and authentic evidence in the field of civil law.⁸

Notaries in carrying out their duties on an information technology basis, based on the Explanation of Article 15 paragraph (3) UUJN, namely "In addition to the authority as referred to in paragraph (1) and paragraph (2), Notaries have other authorities regulated in laws and regulations." In there is the authority of a notary to be able to certify transactions carried out via cyber notary. The term certification comes from the English word 'certification' which means information, ratification.⁹The definition of certification itself is a procedure where a third party provides a written guarantee that a product, process or service has met certain standards, based on an audit carried out with agreed procedures.¹⁰In

⁷Iqbal Anshri, Polemic on the Implementation of Electronic Signatures in Making Authentic Deeds, *Recital Review*, Volume 4 Number 2 of 2022, p.361

⁸Wawan Setiawan, 2001, *The Position and Existence of Public Officials and PPATs Compared with the Position of State Administrative Officials According to the National Legal System*, Jakarta, p. 8

⁹John M. Echols and Hassan Shadily, 1996, *English-Indonesian Legal Dictionary*, Grammedia Utama, Jakarta, p. 110

¹⁰Emma Nurita, *Op.Cit.*, p. 117.

the case where the other authority is the notary's authority to certify transactions carried out electronically (Cyber notary), then the results of the certification can be categorized as electronic documents.

The affixing of a signature is one of the series of deed formalization (*verlijden*). Article 44 paragraph (1) UUJN explains that the affixing of a signature on a deed must be stated explicitly in the deed section, this statement is given at the end of the deed. The affixing of a signature on a deed means providing written information and statements, namely what is written above the signature.¹¹ The application of electronic signatures is closely related to the power of authentic deeds. One of the requirements of an authentic deed according to Article 1868 of the Civil Code is that it must be made before an official who shows that the deed was made at the request of someone. In other words, the signature on the deed must be done before an official.¹²

Legally, the validity of a notarial deed includes the form, content, authority of the official who made it and its creation must meet the requirements determined by applicable laws. Thus, if a deed does not meet these requirements, it cannot be categorized as an authentic deed and its evidentiary power is very weak.¹³ and cannot guarantee legal certainty.

Based on the a quo Article, it is stated that the provisions regarding electronic signatures which are further stipulated in Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions (PP STE) are more precisely regulated in Articles 59 to 64. In this PP STE, it is stated that this electronic signature is classified into two forms, including:¹⁴

1. Certified electronic signatures are regulated in Article 60 paragraph (2) and (3) of the PPSTE. In the a quo Article, a certified signature has several requirements that must be met, namely:
 - a. Fulfilling the validity of the legal force and legal consequences of electronic signatures as referred to in Article 59 paragraph (3).
 - b. Using electronic certificates made by Indonesian electronic certification service providers.
 - c. Created using a certified electronic signature creation device.
2. Uncertified electronic signatures are regulated in Article 60 paragraph (4) of the PPSTE. In the a quo Article, uncertified signatures can be made without using the services of an Indonesian electronic certification organizer.

This electronic signature is stipulated in Article 60 paragraph (1) of the PPSTE, its function is to be a tool for verifying and authenticating the identity of the

¹¹GHS Lumban Tobing, 1999, Notary Regulations, Erlangga, Jakarta, p.202.

¹²Iqbal Anshri, Op.cit., p.367

¹³Sjaifurrachman and Habib Adjie, 2011, Aspects of Notary's Accountability in Making Deeds, Mandar Maju, Bandung, p. 109

¹⁴Muhammad Yahya Harahap, 2005, Civil Procedure Law Regarding Lawsuits, Trials, Confiscation, Evidence, and Court Decisions, Sinar Grafika, Jakarta, p. 545.

signatory, the authenticity and also the integrity of its electronic information. Regarding the validity of an electronic signature, the regulations can be seen in Article 11 paragraph (1) of the ITE Law and Article 59 paragraph (3) of the PPSTE, which states: "Electronic Signatures have legal force and valid legal consequences as long as they meet the following requirements:

1. Electronic Signature creation data relates only to the Signatory.
2. The data for creating an Electronic Signature during the electronic signing process is solely under the authority of the Signatory.
3. Any changes to the Electronic Signature that occur after the time of signing can be known.
4. Any changes to the Electronic Information related to the Electronic Signature after the time of signing may be known.
5. There are certain methods used to identify who the Signatory is.
6. There are certain ways to show that the Signatory has given consent to the relevant Electronic Information.

The provisions in Article a quo must be fulfilled in order to carry out a valid electronic signature. Referring to the explanation of Article 11 paragraph (1) of the ITE Law, it is stated that the power of proof of electronic documents signed using an electronic signature has the same power as a manual signature in general which has legal force and legal consequences. So it can be said that an electronic signature will be considered valid if it is in accordance with and in line with the provisions contained in Article 11 paragraph (1) of the ITE Law and Article 59 paragraph (3) of the PPSTE.

The use of cyber notary should be possible because the parties and notaries still face each other even through media such as zoom meetings. In this globalized era, sophisticated electronic media can now facilitate clients and provide time efficiency for clients and notaries. However, based on the facts, cyber notary still cannot be done because the process of making a deed must be guided by or in accordance with the Notary Law, while the Notary Law does not regulate the making of deeds by cyber notary or can be said electronically.

In practice, there are provisions that will later conflict with the provisions of the Notary Law (UUJN), this is because based on Article 1 number 7 of the Notary Law, a notarial deed must be made by or before a notary, thus this deed becomes an authentic deed and has perfect evidentiary power. Furthermore, Article 16 paragraph (1) letter m states that the notary is obliged to read the deed in front of the parties present who are attended by at least 2 (two) witnesses, or 4 (four) witnesses specifically for making a will deed under hand, and signed at that time by the parties present, the Notary and also the witnesses. If observed further, Article 16 paragraph (1) letter c, it states that one of the various obligations of a Notary is to attach letters and documents, along with the fingerprints of the parties present to the Minutes of the Deed. Therefore, based on Article 16 paragraph (1) letter m, it can be said that the notary must see and hear directly in the signing process carried out by the parties, witnesses and the notary.

Meanwhile, based on Article 16 paragraph (1) letter c, the notary must attach the document and attach the fingerprints of the parties.

Based on Article 1 number 7, Article 16 paragraph (1) letter m and letter c of the Notary Law (UUJN), it can be concluded that this notarial deed has perfect evidentiary power if the deed is made by or before a notary which will later be read before the parties and signed before the parties, witnesses and notary. And in carrying out his obligations, the notary must have the fingerprints of the person appearing. For this condition in the implementation of cyber notary or the making of electronic historical notarial deeds, this provision will not be fulfilled, thus the deed only has evidentiary power as a private deed as stated in Article 16 paragraph (9) UUJN. In this case, it can be stated that the provisions in Article 77 paragraph (1) of the Limited Liability Company Law (UU PT) are in conflict with legal provisions, namely that the presence of a notary as stipulated in Article 16 paragraph (1) letter m of the Notary Law (UUJN) and in Article 16 paragraph (1) letter c, a notary is required to attach letters and documents, accompanied by fingerprints by the parties to the minutes of the deed, and if we look more closely, there are restrictions on the making of notarial deeds electronically, which are regulated in Article 5 paragraph (4) of the Electronic Information and Transactions Law.

Based on the a quo Article, it is very unlikely that information technology will be applied in making deeds electronically, which if we refer to Article 5 paragraph (4) letters a and b of the Electronic Information and Transactions Law (ITE Law), it is stated that documents in the form of notarial deeds do not include electronic documents or electronic information. This notarial deed designed using electronics does not have legal force which is valid evidence based on the Electronic Information and Transactions Law, thus the authenticity of the deed by the notary cannot be fulfilled.¹⁵ Thus, electronic signatures still cannot be used on party deeds, this is because there are problems in digital signatures that must be proven with valid and trusted digital certificates. Regarding the making of deeds, the certainty of time and place in carrying out the making of this deed. Thus, as long as these three elements cannot be met, this electronic signature still cannot be used.¹⁶

A notary who will make a deed must be guided by Article 15 of the Notary Law (UUJN) which regulates the authority of a notary. So that the legal consequences of using a digital signature on a notarial deed if referring to Article 1869 BW, which states that a deed cannot be enforced as an authentic deed, either because the relevant public official is not authorized or incompetent or because of a defect in its form only has the power as a private writing. Thus, as long as this Notary Law has not expressly regulated the implementation of the digital

¹⁵Tiska Sundani, 2017, Legal Analysis of the Use and Making of Electronic Notarial Deeds, *Premise Law Journal*, Volume 1, p. 20.

¹⁶*Ibid.*, p. 21.

signature used in a Notarial deed, this deed will have legal force in the form of a private deed.

3.2. Advantages and Disadvantages of Using Electronic Signatures in Making Notarial Deeds

The principle of the rule of law guarantees certainty, order and legal protection based on truth and justice. In order for human interests to be protected, the law must be implemented. However, its implementation must run normally, orderly and effectively. If a violation of the law occurs, then enforcement efforts must be made by the authorized apparatus.¹⁷The importance of the role of Notaries in helping to create certainty and protection for the community, is more preventive or preventive in nature for the occurrence of legal problems. Notaries, by order of UUJN, are obliged to provide legal services to the community. The services provided always provide legal certainty due to legal acts between parties that have been stated in the deed.

Electronic signatures are regulated in Article 1 number 12 of the ITE Law. Electronic signatures function as a tool to verify a signature so that it has strong and clear legal force. This electronic signature is divided into 2 (two) parts, namely a signature that has been certified so that it has strong and concrete legal force, there is an electronic signature that does not yet have certification so that its legal force is not too strong. This is as regulated in Article 60 paragraph (2) of the PP PSTE, namely electronic signatures include certified and uncertified. A certified electronic signature is a signature that is used as a tool to verify digitally using an Electronic Certificate issued by the Indonesian Electronic Certificate Provider (PSrE) recognized by Kominfo. While an uncertified electronic signature is certainly the opposite of the definition above.¹⁸

The use of electronic or physical signatures has several advantages or benefits so that it can be used by the wider community, namely:

1. The use of electronic signatures can reduce costs associated with printing, mailing, and storing physical documents.
2. The process of making a notary deed can be faster because it does not require the physical presence of the parties involved. Electronic signatures allow transactions to be carried out online.
3. Documents that use electronic signatures can be accessed from anywhere with an internet connection. This makes it easy for parties involved in the transaction to access and review the documents at any time.

¹⁷Tiara Sanitra, Notary's Liability and Legal Consequences of Ratification of Limited Liability Company Establishment Through Legal Entity Administration System, *Lex Renaissance Journal*, No. 1 Vol. 4 January 2019, p.146

¹⁸Selva Omiyani1, 2023, Digitalization of Electronic Signatures on Notarial Deeds, *Scientific Journal of History Education Students*, Volume 8 Number 4, P. 3921

4. Some electronic signature systems use sophisticated security technology to protect the integrity and authenticity of documents. This can include data encryption and additional security measures.

5. Electronically signed documents can easily be stored digitally, reducing reliance on paper and physical storage space.

Apart from the advantages, electronic signatures also have disadvantages, including:

1. Although electronic signature technology can be quite secure, there is a risk of difficulties in verifying the identities of the parties involved, especially if adequate security measures are not implemented.

2. The use of electronic signatures requires a reliable and secure technological infrastructure. Problems in the system or security attacks can threaten the authenticity of documents.

3. In relation to the Legislation, there are still regulatory conflicts. For example, in Article 15 of the UUJN which is the reference for exercising the authority to certify transactions carried out electronically (cyber notary). This article still conflicts with Article 16 paragraph (1) of the UUJN and Article 5 paragraph (4) of the ITE Law.

4. Some cases may require a physical signature, such as documents that require a stamp or certain legal requirements that do not yet recognize electronic signatures.

5. The use of electronic signatures can also raise privacy concerns, especially if personal data can be accessed or misused by unauthorized parties.

From the advantages and disadvantages of electronic signatures that have been explained above, it can certainly be concluded that there are many advantages obtained from the implementation of electronic signatures. This needs to be considered to realize the existence of electronic signatures in the notary field.

Cyber notary and Electronic Notary (E-Notary) in Indonesia is still at the conceptual and regulatory level apart from the provisions of Article 15 paragraph (3) of the UUJN which states that Notaries have other authorities regulated in laws and regulations, in the explanation it is stated that what is meant by "other authorities regulated in laws and regulations" includes the authority to certify transactions carried out electronically (cyber notary). Although technological advancement allows the implementation of notary positions electronically and remotely (online and remote), in Indonesia this cannot be implemented at this time considering that the main paradigm underlying the UUJN is built on conventional mechanisms such as paper-based documents and physical presence. Apart from this and reflecting on the current global situation, the concept of Cyber notary or E-Notary can be seen as a need and urgency to be built gradually towards a comprehensive and applicable implementation through

a strategic renewal design in terms of regulation, infrastructure and culture so that it can be implemented effectively.¹⁹

The concept of cyber notary raises legal issues and debates from both academics and practitioners, because UUJN itself has not yet regulated concretely regarding the provisions of cyber notary, especially in the context of electronic signatures on authentic deeds made by notaries. From the weaknesses of conventional signatures by facing, digital signatures are a solution to cover up the existing weaknesses and do not reduce the advantages obtained when implementing conventional signatures. So that digital signatures are a solution to the shortcomings caused by conventional signatures.

4. Conclusion

The validity of electronic signatures in the making of notarial deeds from a positive legal perspective in Indonesia based on the explanation of Article 15 paragraph (3) is not in line with Article 16 paragraph (1) letters m and c of the Notary Law (UUJN). Article 16 paragraph (1) letters m and c concerning the authority of notaries in paragraph (1) can cause problems regarding the authenticity of the deed in the application of electronic signatures because notaries have an obligation where the deed made must be read and signed in the presence of both parties, the notary and also 2 (two) witnesses and the notary deed is required to attach letters and documents, which are accompanied by fingerprints by the parties to the minutes of the deed. Therefore, the use of digital signatures on party deeds and release deeds still does not have validity, even though in this release deed there is the possibility of making minutes of the General Meeting of Shareholders (GMS) made by a Notary. Meanwhile, the validity of the use of digital signatures is based on Article 59 paragraph (3) of the Government Regulation on the Implementation of Electronic Systems and Transactions, which states that this digital signature has legal force and valid legal consequences if it complies with various specific requirements contained in the Government Regulation. The advantages of using electronic signatures in making notarial deeds are that the use of electronic signatures can reduce costs associated with printing, sending, and storing physical documents. The process of making notarial deeds can be faster because it does not require the physical presence of the parties involved. Electronic signatures allow transactions to be carried out online, make it easier to access documents, have sophisticated security, are easy to store digitally, and reduce dependence on paper and physical storage space. In addition to the advantages, electronic signatures also have disadvantages, including the risk of difficulty in verifying the identity of the parties involved, requiring reliable and secure technological infrastructure, there are still regulatory conflicts, some cases may require a physical signature, such as

¹⁹Ranti Fauza, 2021, Legality of Electronic Signatures: Possibilities and Challenges of Notary Digitalization in Indonesia, *Journal of Notary Law*, Faculty of Law, Unpad, Volume 4, Number 2, p.254

documents that require a stamp or certain legal requirements that do not yet recognize electronic signatures, can raise concerns regarding privacy. From the advantages and disadvantages of electronic signatures that have been explained above, it can certainly be concluded that there are many advantages to be gained from the implementation of electronic signatures.

5. References

Journals

- Benny Riyanto, 2020, Pembangunan Hukum Nasional di Era 4.0, *Jurnal Rechtsvinding*, Volume 9, Nomor 2.
- Edmon Makarim, 2011, Modernisasi Hukum Notaris Masa Depan: Kajian Hukum Terhadap Kemungkinan *Cyber notary* di Indonesia, *Jurnal Hukum dan Pembangunan Tahun Ke-41*, volume 3.
- Iqbal Anshori, 2022, Polemik Penerapan Tanda Tangan Elektronik Dalam Pembuatan Akta Otentik, *Recital Review*, Volume 4 Nomor 2.
- Praptika Nurul, 2022, Legalitas Penggunaan Tanda Tangan Digital dalam Akta Notaris Berdasarkan Hukum Positif di Indonesia, *Jurnal Sosial dan Budaya Syar-i*, Volume 9 Nomor 6.
- Ranti Fauza Mayana, 2021, Legalitas Tanda Tangan Elektronik: Possibilitas Dan Tantangan Notary Digitalization Di Indonesia, *Jurnal Ilmu Hukum Kenotariatan Fakultas Hukum Unpad*, Volume 4, Nomor 2.
- Selva Omiyani¹, 2023, Digitalisasi Tandatangan Elektronik pada Akta Notaris, *Jurnal Ilmiah Mahasiswa Pendidikan Sejarah*, Volume 8 Nomor 4.
- Tiara Sanitra, Pertanggungjawaban Notaris dan Akibat Hukum Pengesahan Pendirian Perseroan Terbatas Melalui Sistem Administrasi Badan Hukum, *Jurnal Lex Renaissance*, No. 1 Vol. 4 Januari 2019.
- Tiska Sundani, 2017, Analisis Hukum atas Penggunaan dan Pembuatan Akta Notaris Secara Elektronik, *Premise Law Jurnal* , Volume 1.

Books

- Emma Nurita, 2012, *Cyber notary: Pemahaman Awal Dalam Konsep Pemikiran*, Refika Aditama, Bandung.
- G.H.S Lumban Tobing, 1999, *Peraturan Jabatan Notaris*, Erlangga, Jakarta.
- John M. Echols dan Hassan Shadily, 1996, *Kamus Hukum Inggris Indonesia*, Grammedia Utama, Jakarta.
- Muhammad Yahya Harahap, 2005, *Hukum Acara Perdata Tentang Gugatan, Persidangan, Penyitaan, Pembuktian, dan Putusan Pengadilan*, Sinar Grafika, Jakarta.

Sjaifurrachman dan Habib Adjie, 2011, *Aspek Pertanggungjawaban Notaris dalam Pembuatan Akta*, Mandar Maju, Bandung.

Wawan Setiawan, 2001, *Kedudukan dan Keberadaan Pejabat Umum serta PPAT dibandingkan dengan Kedudukan Pejabat Tata Usaha Negara Menurut Sistem Hukum Nasional*, Jakarta.

Regulation

The 1945 Constitution of the Republic of Indonesia

Civil Code

Law of the Republic of Indonesia Number 2 of 2014 concerning Amendments to the Law concerning the Position of Notary.

Law Number 19 of 2016 in conjunction with Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law).