

Utilization of Technology as an Effort to Protect Lost or Damaged Notary Deed Minutes Due to Force Majeure

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Abstract. *The minute deed (deed minutes) constitutes an essential part of the Notarial Protocol and has a strategic position in ensuring the authenticity, legal certainty, and protection of the rights and interests of parties appearing before a Notary. The obligation of a Notary to prepare and preserve minute deeds is principally regulated under Law Number 30 of 2004 concerning the Notary Position, as amended by Law Number 2 of 2014 concerning Amendments to the Law on the Notary Position. However, these regulations do not comprehensively govern the mechanism for electronically preserving minute deeds or the legal protection and liability of Notaries when minute deeds are lost or damaged due to circumstances beyond their control (force majeure). This condition raises legal issues concerning legal certainty, the continuity of the evidentiary function of notarial deeds, and the legal protection of parties when minute deeds are lost or damaged as a result of unforeseeable and unavoidable circumstances. This study aims to analyze the liability of Notaries for minute deeds that are lost or damaged due to force majeure and to examine the utilization of technology as an effort to protect minute deeds in order to ensure the security, integrity, and continuity of the information contained therein. This research employs normative legal research methods using statutory, conceptual, and case approaches through an examination of relevant legislation, legal doctrines, legal literature, and other relevant legal materials. The results of the study indicate that the loss or damage of a minute damage genuinely caused by force majeure may constitute a basis for limiting the liability of a Notary according to Articles 1244 and 1245 of the Indonesian Civil Code, provided that the Notary is able to establish that the event occurred beyond the Notary's fault and control. Nevertheless, the occurrence of force majeure does not automatically eliminate the Notary's obligation to undertake preventive measures to maintain the security and continuity of the Notarial Protocol. The utilization of technology through digitization, electronic data storage, and data backup systems may serve as preventive instruments to preserve the information contained in minute deeds in the event of physical loss or damage. Such electronic preservation essentially*

functions as a means of backup and information protection and does not replace the legal position of the physical minute deed, which remains subject to the provisions of the Law on the Notary Position. The implications of this research demonstrate the need to strengthen regulations concerning the digitization and electronic preservation of Notarial Protocols, including standards relating to security, authentication, integrity, confidentiality, and data recovery mechanisms. Accordingly, the utilization of technology can provide more effective legal protection for Notaries and the parties involved while strengthening legal certainty and public confidence in the Notarial profession.

Keywords: *Electronic; Legal; Notary; Protection; Technology.*

1. Introduction

Based on the Law of the Republic of Indonesia Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, it explains that a Notary is a public official who is authorized to make authentic deeds and has other authorities as referred to in the UUJN. Deeds made by a notary can be a legal basis for the status of property, rights and obligations of a person. Errors in the deed made by a notary can result in the revocation of a person's rights or the burden of an obligation on someone, therefore a notary in carrying out his duties and position must comply with various provisions contained in the Notary Position Law (UUJN).¹

Notaries are appointed by the government not solely for their own benefit, but also for the benefit of the wider community. The services provided by notaries are closely tied to the trust of the parties, meaning the state places significant trust in notaries. This trust implies that the notary assumes responsibility for them. This responsibility can be legal, religious, or moral.

Based on the regulations of notary office, namely Article 15 paragraph (1), Article 16 paragraph (1) letter (b), Article 58, 59, 63 and 65 of the Law on Notary Offices, Notaries are responsible for keeping notary deeds and protocols throughout their term of office and will be continued by the next notary who replaces them. In a paradigm that still relies on paper media, it certainly requires space and relatively expensive maintenance or care work to be able to secure these files. Meanwhile, notaries themselves certainly have limited funds, so it cannot be assumed that they have librarians or archivists who can support them well.²

¹Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning the Position of Notary

The qualifications of a notary as a public official relate to the notary's authority to make authentic deeds and other authorities in accordance with the Notary Law (UUJN). In carrying out their duties, notaries have several obligations as stipulated in Article 16 of the UUJN, one of which is to make deeds in the form of Minutes of Deeds and keep them as part of the Notary Protocol, and the notary guarantees their accuracy.

The large number of recording activities carried out by notaries creates its own problems in terms of storage. The storage period for these archives, if they meet the provisions regarding company documents, is a minimum of 30 years. This period is not short and during the journey there is often a risk of damage or even loss. The Regional Supervisory Council cannot store thousands of notarial deeds that are over 25 years old in the Regional Supervisory Council office because the Supervisory Council itself does not have an office to store these notarial deeds, so the notarial deeds are stored in the relevant notary's office. This means that the provisions of Article 63 paragraph (5) of Law Number 2 of 2014 cannot be implemented properly.³

Considering the importance of authentic deeds for the parties as evidence in the event of a dispute, the notary is obliged to store authentic deeds properly and safely in the form of minutes of the deed and store it as part of the notary protocol, with the aim of guaranteeing the authenticity of a deed, so that if there is forgery or misuse (*grosse*), the copy or excerpt can be immediately identified by comparing it with the original. However, the provisions of the UUJN do not regulate how to store notary protocols, resulting in notaries not having standard procedures to carry out their duties, for example, almost all notaries store their notary protocols in a safe/office cupboard, which means all files are in physical form which are vulnerable to damage, getting wet or burning.⁴

In this context, if a natural disaster occurs in the area of the notary's office, causing all physical files or minutes of deeds of the parties or the notary's clients to be damaged, lost, or destroyed, then the only means of written evidence that is the strongest and most complete for the parties involved will also be lost. In practice, the large number of deed archives (minutes) that must be kept and maintained by the notary has created problems for notaries, not only notaries who are still in office but also the next notary successor. Inheriting these archives certainly has an impact on the costs of running a notary office which are quite

²Edmon Makarim, 2013, *Notaries and Electronic Transactions: Legal Study on Cybernotary or Electronic Notary*, PT Raja Grafindo Persada, Jakarta, p. 139.

³Andi Muhammad Syuaib, Amin Purnomo and Akhmad Khisni, 2021, "Legal Certainty of the Implementation of Electronic Archives in Storing Notarial Deed Minutes as Authentic Evidence", *Sultan Agung Notary Law Review (SANLaR)*, Vol. 3, No. 1, p. 251

⁴Cut Era Fitriyeni, 2016, "Notary's Responsibility for Storing Minutes of Deeds as Part of Notary Protocol", *Kanun Jurnal Ilmu Hukum*, Vol. 18, No. 3, pp. 395-396.

large and relatively expensive. Not only that, in responding to requests for document discovery, especially to make copies of old deeds because searching for and rediscovering documents becomes difficult.

Advances in technology and information have also given rise to a new term: the digital revolution, marked by the proliferation of computers and the automation of record-keeping across all sectors. To accommodate these developments, the government initially enacted Law No. 11 of 2008 concerning Electronic Information and Transactions (ITE). The ITE Law has since penetrated all areas of life, including notaries, with the popular term "Cyber Notary."⁵

Therefore, the duties and authority of a notary to create authentic deeds must shift from a conventional system to an electronic one, known as a cyber notary. Cyber notaries leverage technological advances to enable notaries to carry out their daily duties, such as document digitization, electronic signing of deeds, and other similar tasks. Cyber notaries provide the authority to store documents electronically, creating a clear distinction from conventional notaries, whose deeds are stored solely on paper.⁶

The government should think further to provide an explanation regarding the electronic storage of minutes of deeds. The urgency of legal updates in line with current developments is expected to be implemented so that archives of electronic storage of minutes of deeds can be maintained. In this digital era, technology has increasingly developed by implementing increasingly sophisticated systems to help facilitate human work activities. An example of technology-based in the Notary profession is Cyber Notary. Cyber Notary can replace conventional systems with electronic systems. Cyber Notary has been widely implemented in other countries, but in Indonesia Cyber Notary has not yet been fully implemented. Referring to Article 15 paragraph (3) of the UUJN, it states that "In addition to other authorities in statutory regulations, one of which is to certify electronic transactions."⁷

Therefore, regarding the status of storing minutes of notarial deeds due to force majeure in Cyber Notary, the UUJN provides no regulations or explanations regarding the status of storing minutes of notarial deeds electronically, creating a normative vacuum regarding the procedures for storing deeds and important documents in notarial deeds. However, if the minutes of deed storage could be done electronically, it would provide significant security and protection for both the parties and the notary in carrying out their duties.

⁵Freddy Harris and Leny Helena, 2017, Indonesian Notary, PT Lintas Cetak Djaja, Jakarta, p. 140.

⁶Mohamat Riza Kuswanto, 2017, "The Urgency of Storing Notary Protocols in Electronic Form and Its Legal Certainty in Indonesia", Jurnal Repertorium, Vol. IV, No. 2, p. 65.

⁷Ida Bagus Putra Prawira, I Ketut Rai Setiabudhi, Dewa Gde Rudy, 2023, "The Occurrence of Force Majeure in the Storage of Notarial Deed Minutes", ACTA COMITAS Notarial Law Journal Vol. 8, No. 1, p. 38,

The explanation of the UUJN regarding Cyber Notary only refers to the limits on electronic transaction authentication and does not yet cover all the authorities and obligations of a Notary in carrying out his/her duties. Regarding archiving, referring to Article 68 paragraph (1) of Law No. 43 of 2009 concerning Archives, it is stipulated that "Creators of archives and/or institutions of various forms and/or carry out media transfers including electronic media and/or other media." This explanation is very open for Notaries to be able to store minutes of deeds as electronic archive backups, although to date Notaries have not been able to implement this.⁸

UUJN is expected to accommodate the storage of minutes of deeds by electronic digitalization in order to strengthen and maintain the legal status of storing minutes of deeds as electronic data backups and in its proof it is no longer necessary to show its truth. Notaries in carrying out their duties are safer and more efficient in terms of time and no longer report damage or loss of the deed to the authorities due to force majeure.²² In today's modern era, there are many ways to store data that are much safer, such as storage using a cloud system or storing it in digital form which is then stored in an account and making the minutes of the deed a confidential electronic document.⁹

This kind of technology utilization is what notaries should do in terms of storing notary protocols more securely and far from the risk of loss, damage or destruction of the minutes of the parties' deeds, in order to create legal certainty for the parties if in the future there is a dispute and they need the authentic deed as evidence.

This study aims to find out and analyze how the notary's responsibility in utilizing technology as an effort to protect notarial deed minutes that are lost or damaged due to force majeure, to find out and analyze the factors that hinder the use of technology in terms of storing notarial deed minutes and the solutions that can be provided and to find out, analyze and be able to make a correct sale and purchase deed.

1. Research Methods

This study uses a normative legal research method. The approaches used in this study are the statute approach and the analytical approach. The data types and sources used in this study are secondary data. Data collection is used by researchers to gather the data needed to solve the research problem. After the data is collected, it is analyzed and the results are described or presented in a systematic manner, prioritizing data quality.

⁸Nisa, N. Z, 2020, "Legal Aspects of Electronic Storage of Notarial Deed Minutes", Jurnal Civic Hukum, Vol. 5, No. 2, p. 205,

⁹Setiadewi, K., & Wijaya, IM H, 2020, "Legality of Cyber Notary-Based Notarial Deeds as Authentic Deeds," Jurnal Komunikasi Hukum (JKH), Vol. 6, No. 1, p. 126

2. Results and Discussion

3.2. Notary's Responsibility for the Use of Technology as an Effort to Protect Notarial Deed Minutes That Are Lost or Damaged Due to Force Majeure

As a public official, a notary public has legal responsibilities inherent in the performance of their duties, including the preparation, storage, maintenance, and protection of minutes of deeds. Minutes of deeds are part of the Notarial Protocol, which holds a crucial position because they serve as the original document of an authentic deed and serve as evidence. Therefore, a notary's responsibility extends beyond the formal accuracy of the deed's preparation to ensuring its existence, security, integrity, confidentiality, and availability.

The obligation of a Notary to make and keep minutes of deeds is normatively regulated in Article 16 paragraph (1) letter b of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary. The minutes of the deed are part of the Notary Protocol as referred to in Article 1 number 13 of the UUJN. Thus, keeping minutes of the deed is an official obligation that must be carried out continuously and is not merely seen as an administrative activity, but as a form of legal and professional responsibility of the Notary.¹⁰

Advances in information technology provide notaries with the opportunity to enhance their protection of deed minutes through digitization. This can be achieved by creating electronic copies or electronic backups of the deed minutes and storing them on secure storage media. This technology has the benefit of reducing the risk of information loss, accelerating document retrieval, saving storage space, and helping preserve information in the event the physical deed minutes are damaged or destroyed.

However, research results indicate that the use of technology in storing minutes of deeds cannot currently be positioned as a substitute for the original minutes of deeds. The UUJN still requires notaries to create minutes of deeds and retain them as part of the Notarial Protocol. Therefore, digitalized electronic documents essentially function as copies or backups, not as a substitute for the legal standing of physical minutes of deeds.

The concept of utilizing technology in the Notary profession is essentially known through the concept of cyber notary, as reflected in the Explanation of Article 15 paragraph (3) of the UUJN. However, this regulation does not yet provide a comprehensive mechanism for the creation, authentication, storage, and management of electronic minutes of deeds. This condition results in legal limitations in using electronic documents as a substitute for original minutes of

¹⁰Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, Article 16 paragraph (1) letter b.

deeds.

From the perspective of evidentiary law, electronic documents are essentially recognized in the Indonesian legal system based on the ITE Law as long as they meet the requirements stipulated by statutory regulations. However, Article 5 paragraph (4) of the ITE Law provides exceptions for certain documents that, according to law, must be made in a specific form, including notarial deeds. Therefore, the results of digitizing minutes of deeds do not automatically have the same evidentiary status and power as the original minutes of deeds.¹¹

The use of technology as a means of protecting minutes of deeds must be implemented based on the prudential principle. Notaries must not simply scan documents; they must also pay attention to the security of the electronic systems they use. Ideally, such systems should guarantee the confidentiality, integrity, availability, and authentication of documents. This is crucial because digitalization also creates new risks, such as hacking, data alteration, information leaks, device damage, and unauthorized access.¹²

The Notary's responsibility for the minutes of the deed is also closely related to the obligation to maintain the confidentiality of the deed. Article 16 paragraph (1) letter f of the UUJN requires the Notary to keep confidential everything regarding the deed he makes and all information obtained in the process of making the deed, unless otherwise specified by law. Therefore, if the Notary uses an electronic system to store copies of the minutes of the deed, the system must be designed in such a way that it does not open up the possibility of unauthorized access or dissemination of information.

In the event that the minutes of the deed are lost or damaged due to force majeure, such as fire, flood, earthquake, or other disaster beyond the Notary's control, the Notary's liability must be assessed based on whether or not there is an element of fault. If the Notary has carried out his or her obligations diligently and has made reasonable efforts to safeguard the Notarial Protocol, then loss or damage due to force majeure cannot necessarily be considered a violation of the law. In such circumstances, the existence of an electronic copy can be a very important risk mitigation instrument.¹³

Conversely, if the loss or damage of the minutes of the deed is caused by the

¹¹Naily Zahrotun Nisa, 2020, "Legal Aspects of Electronic Storage of Notarial Deed Minutes," *Jurnal Civic Hukum*, Vol. 5 No. 2, p. 172.

¹²Lendo Theo Engelbert, Hanif Nur Widhianti, and Diah Aju Wisnuwardhani, 2021, "Legal Analysis of Electronic Storage of Notarial Deed Minutes," *Scientific Journal of Pancasila and Citizenship Education*, Vol. 6, No. 1, p. 178.

¹³Andi Putra Marbun & Aminah, 2023, "Legal Responsibilities of Notaries in Keeping Minutes of Deeds", *Media Bina Ilmiah*, Vol. 18 No. 2, p. 65.

negligence or deliberate act of the Notary, the Notary may be held legally responsible. Such negligence may occur if the Notary fails to maintain the required storage conditions under the UUJN, fails to maintain the security of the Notary Protocol, or intentionally loses or damages the document. Therefore, the application of technology can be an indicator of the application of the principle of prudence, but this does not mean that every Notary is automatically responsible for loss due to force majeure.

The liability of a notary in this case can be divided into three forms: administrative, civil, and criminal. Administrative liability relates to violations of official obligations and the provisions of the UUJN, which can result in sanctions in accordance with the Notary's oversight mechanism. Civil liability arises when the notary's actions or omissions result in losses to the parties. Meanwhile, criminal liability can only be imposed if the notary's actions meet the elements of a crime under applicable criminal law.¹⁴

In civil law, losses arising from a notary's error or negligence can be grounds for the injured party to file a claim for compensation in accordance with applicable law. Article 1365 of the Civil Code can be grounds for a notary's actions to fulfill the elements of an unlawful act, namely the existence of an unlawful act, error, loss, and a causal relationship between the act and the loss. Therefore, not every loss of minutes of a deed automatically results in the notary having to pay compensation; it must first be proven that there is an error and loss that have a causal relationship.¹⁵

From a criminal perspective, a notary cannot be directly punished simply because the minutes of a deed are lost or damaged. Criminal liability can only be imposed if there is an act that fulfills the elements of a crime, for example, if there is an intentional act to manipulate, remove, falsify, or commit other acts prohibited by criminal law. Therefore, the primary principle of criminal liability is the existence of a criminal act and the fulfillment of the elements of fault as required by criminal law.

If the minutes of the deed are truly lost or destroyed, the Notary must take legal and administrative action to ensure the condition of the Notary Protocol. This includes recording and reporting the loss according to the actual circumstances and maintaining the availability of any supporting documents. In this context, a digitized electronic copy can help preserve information regarding the contents of the deed and facilitate the verification process. However, the electronic copy

¹⁴Hans Kelsen, 2006, *General Theory of Law and State*, Translated by Rasisul Muttaqien, General Theory of Law and State, Nusa Media, Bandung, p. 67.

¹⁵Jimly Asshiddiqie and M. Ali Safa'at, 2006, *Hans Kelsen's Theory of Law*, Secretariat General and Clerk of the Constitutional Court of the Republic of Indonesia, Jakarta, p.18.

should still be viewed as a supporting tool, not a substitute for the original minutes of the deed.

Thus, it can be concluded that the use of technology by Notaries is a preventive measure and a form of implementing the principle of prudence to provide additional protection for minutes of deeds, particularly in facing the risk of loss or damage due to force majeure. Technology can help maintain the continuity of information, accelerate data recovery, and provide supporting evidence if the physical minutes are damaged or destroyed. However, based on current Indonesian positive law, digitalization has not removed the obligation of Notaries to store the original minutes of deeds in physical form as stipulated in the UUJN. Therefore, the responsibility of Notaries lies not in the obligation to guarantee that minutes will never be lost or damaged, but rather in the obligation to carry out storage, protection, security, and risk mitigation properly and carefully. If damage or loss occurs purely due to force majeure and the Notary has carried out his/her obligations optimally, then legal liability must be distinguished from the condition of loss caused by the Notary's negligence or intentional act.

3.2. Factors that can hinder the use of technology in storing deed minutes.

The use of technology for storing minutes of deeds is becoming increasingly important, in line with advances in information technology and the increasing risk of damage or loss of notarial protocols. Digital storage offers benefits such as space efficiency, ease of document retrieval, cost savings, and protection against fire, flooding, natural disasters, and force majeure. However, its implementation in Indonesia still faces various obstacles, including regulatory, technical, institutional, and human resource challenges.¹⁶

The most fundamental inhibiting factor is the lack of explicit and comprehensive legal regulations regarding the digitization and electronic storage of minutes of deeds. The UUJN still positions minutes of deeds as original documents that must be created and stored as part of the Notary Protocol. Article 16 paragraph (1) letter b of the UUJN does not yet provide regulations regarding whether electronic copies can become an official part of the Notary Protocol or replace physical minutes of deeds. This condition creates legal uncertainty for Notaries in determining the limits and forms of technology utilization.

This regulatory ambiguity has led notaries to be cautious in implementing electronic storage, fearing that their digital documents will not receive adequate legal recognition in the event of a dispute. In other words, the primary problem lies not in technological inadequacies, but in the lack of certainty regarding the legal standing of digitized minutes of deeds. Therefore, an update or

¹⁶Jahja, Juni Sjafrin, 2013, *The Principle of Prudence in Eradicating Corrupt Management in Government and Corporations*, Transmedia Pustaka. Jakarta, p.187.

reactualization of the UUJN is necessary to provide a clear legal basis for the digitization, storage, authentication, security, and reuse of electronic documents.¹⁷

The next inhibiting factor is the limited regulations regarding the concept of cyber notary. Article 15 paragraph (3) of the UUJN has provided space for Notaries to exercise other authorities regulated in laws and regulations, including concepts related to cyber notary. However, these provisions are still general in nature and do not yet technically regulate the mechanism for storing minutes of deeds electronically, security standards, document authentication, backup mechanisms, and the status of electronic documents as evidence.¹⁸

Normative obstacles are also evident in the provisions of the UUJN which still emphasize the physical presence of the parties. Article 16 paragraph (1) letter m of the UUJN regulates the reading of the deed in the presence of the parties and witnesses and the simultaneous signing. In addition, Article 16 paragraph (1) letter c relates to the affixing of the parties' fingerprints to the minutes of the deed. These provisions indicate that the legal construction of Indonesian notaries is still oriented towards physical documents and face-to-face meetings, so it is not yet fully aligned with the characteristics of technology-based notary services.¹⁹

Although the ITE Law recognizes electronic information and documents, as well as electronic signatures under certain conditions, its provisions have not fully resolved the issue of notarial deed minutes. This is due to specific provisions in the ITE Law regarding documents that, by law, must be prepared in a specific format. Therefore, there is a need to harmonize the UUJN, the ITE Law, and archival regulations to avoid conflicts or ambiguity regarding the status of electronic documents resulting from the digitization of deed minutes.

Further inhibiting factors include cybersecurity risks and data confidentiality protection. Minutes of deeds contain personal information and legal interests of the parties, which must be kept confidential by notaries. Electronic storage can pose risks such as hacking, data theft, document manipulation, malware, server failure, and unauthorized access. Therefore, digitalization without adequate

¹⁷Lana Imityaz, Budi Santoso, and Adya Paramita Prabandari, 2020, "Reactualization of the Notary Law Regarding the Digitalization of Minutes of Deeds by Notaries," *Notarius*, Vol. 13, No. 1, p. 100.

¹⁸Desy Rositawati Utama, I Made Arya., & Kasih, Desak Putu Dewi, 2017, "Electronic Storage of Notary Protocols in Relation to Cyber Notary", *Scientific Study Program of Master of Notary Acta Comitas*, Vol. 2, No. 2, pp. 172-182.

¹⁹Mellinia Dilla Wardhani, Musyafah, Aisyah Ayu, 2023, "Analysis of the Obligations of Notaries to Read Deeds in Front of an Audience according to Article 16 Paragraph (1) Letter L of Law No. 2 of 2014 concerning Notary Positions", *Unes Law Review*, Vol. 6, no. 1, p. 92.

security systems can create new legal risks for notaries.²⁰

In the context of technological security, the lack of specific cybersecurity standards for storing Notary Protocols also poses a barrier. Notaries require clear standards regarding encryption, user authentication, access restrictions, data backup, data recovery, and a system for recording document changes. Implementing the principles of confidentiality, integrity, and availability is crucial to ensure that documents are accessible only to authorized parties, their contents are not altered without permission, and remain available when needed.²¹

Another obstacle is the limited technological facilities and infrastructure at each notary's office. Digitization requires scanners, computers, servers or cloud storage, backup systems, a stable internet connection, and adequate security. Not all notary offices have the same financial capacity and infrastructure to build a secure and sustainable digital storage system. This situation can lead to inconsistent technology implementation between notary offices.²²

Besides infrastructure, there is also the human resources factor. Digitizing deed minutes requires personnel with skills in electronic archive management, information security, digital device operation, and an understanding of data protection. A lack of digital competence among notaries and office staff can increase the risk of errors in the scanning, metadata creation, storage, backup, and security of electronic documents.

Another factor is the lack of uniform operational standards regarding the media transfer process for deed minutes. Ideally, the digitization process should involve more than just scanning, but also the stages of checking the condition of the archives, scanning, assigning identities or metadata, authentication, storage, backup, and monitoring changes to or access to the documents. Without uniform standards, each notary may employ different methods, resulting in differences in the quality, security, and reliability of the digitized results.

From an archival perspective, media transfer can actually be a solution to maintain the continuity of information contained in minutes of deeds. However, the media transfer must still be managed in accordance with archival regulations and does not necessarily eliminate the obligation to retain the original archives. Therefore, technology should be used as a multi-layered protection system, with the physical minutes of deeds maintained while digital copies serve as backups to

²⁰Chalid, Muhammad Ricky Ilham, 2022, "Obstacles and Legal Prospects for the Provision of Electronic Notary Services in Indonesia Entering the Era of Society 5.0", *Journal of Law and Development*, Vol. 52, No. 1, p. 349.

²¹Subekti, 2017, *Modernization of Notary in the Digital Era*, Intermedia, Jakarta, p. 276.

²²Cindy Alfira and Viellery Shannen, 2022, "Legal Protection of the Confidentiality of Minutes of Deeds in Electronic Storage Systems," *Jurnal Global Ilmiah*, Vol. 3, No. 8, p. 2022.

prevent damage or loss.

Another obstacle is notaries' concerns about the legal consequences of using electronic documents. If there is uncertainty about the evidentiary validity of digitized documents, notaries may face risks if the documents are challenged by parties in a dispute. This concern may lead notaries to choose to maintain conventional systems, even though electronic storage is technically more efficient and provides additional protection against the risk of loss.²³

Based on the overall research results, the obstacles to the use of technology in storing minutes of deeds can be grouped into four main factors, namely (1) normative factors in the form of the absence of clear and comprehensive regulations; (2) technical factors in the form of limited infrastructure and cybersecurity; (3) human resource factors in the form of limited digital competence; and (4) institutional factors in the form of the absence of operational standards and a uniform monitoring system. These four factors are interrelated so that solving the problem is not sufficient only by providing technology, but also requires regulatory updates and increasing the capacity of Notaries.²⁴

The main obstacle to utilizing technology for storing minutes of deeds lies not in the technology itself, but rather in the unpreparedness of the legal framework and supporting systems to accommodate it. Digitization can actually be a solution to reduce the risk of loss and damage to minutes of deeds, but its implementation requires legal certainty, cybersecurity standards, adequate infrastructure, competent human resources, and uniform media transfer procedures. Therefore, a reactionary revision of the UUJN is needed to specifically regulate the digitization and electronic storage of minutes of deeds, including legal standing, authentication, security, backup mechanisms, data protection, and evidentiary validity. With clear regulations, technology can be optimally utilized without compromising the principles of authenticity, confidentiality, legal certainty, and protection of the interests of the parties.

Barriers to the use of technology in storing minutes of deeds are essentially multidimensional and interrelated. The unclear legal basis regarding the status of electronic minutes of deeds is a factor that influences the courage of Notaries in adopting technology, while limited technical regulations have resulted in the lack of uniform standards regarding the procedures for digitizing, authenticating, storing, and recovering electronic documents. This condition indicates that

²³Cindy Alfira and Viellery Shannen, 2022, "Legal Protection of the Confidentiality of Minutes of Deeds in Electronic Storage Systems," *Jurnal Global Ilmiah*, Vol. 3, No. 8, p. 2022.

²⁴Stefanus Bagas Adi Prakoso and Albertus Sentot Sudarwanto, 2025, "Obstacles and Opportunities for Online Notaries (Cyber Notaries) in Indonesia in Entering Cyber Space," *Indonesian Journal of Social Sciences and Humanities*, Vol. 5, No. 1, p. 72.

technological developments in notarial practice have not been fully followed by developments in the laws that regulate them. Therefore, harmonization is needed between the UUJN, the ITE Law, the Archives Law, and the Personal Data Protection Law so that the use of technology in storing minutes of deeds has a clear legal basis and provides certainty for Notaries and parties.

Beyond regulatory issues, cybersecurity is a factor that requires special attention because minutes of deeds contain confidential information and have legal consequences for the parties. While digitalization can reduce the risk of physical damage, it also creates new risks such as data theft, document manipulation, hacking, and unauthorized access. Therefore, the use of technology cannot be solely oriented towards storage efficiency but must be accompanied by a security system capable of guaranteeing data confidentiality, integrity, and availability. Therefore, cybersecurity must be considered part of the legal and professional responsibilities of Notaries in protecting Notarial Protocols.²⁵

Protection of minutes of deeds in electronic systems is also related to the Notary's obligation to maintain confidentiality as stipulated in the UUJN and the obligation to protect personal data under statutory regulations. In the event of a data leak due to a weak security system, the issue of accountability is not only related to technical aspects but can also have legal consequences for the Notary. Therefore, Notaries need to implement multi-layered security mechanisms, such as encryption, user authentication, access restriction, regular backups, system activity recording (audit trail), and data recovery mechanisms. The implementation of these systems is a concrete form of the principle of prudence in the management of minutes of deeds electronically.²⁶

Infrastructure factors are also closely related to the successful implementation of deed minute digitization. Electronic storage systems require adequate hardware and software, a stable internet connection, secure storage media, and a backup system that can guarantee long-term data sustainability. Disparities in infrastructure availability between urban areas and regions with limited access to technology can lead to uneven implementation of digitalization. Therefore, the implementation of electronic storage systems requires considering the capabilities of each notary office while establishing minimum infrastructure standards that must be met to ensure the security and sustainability of Notary Protocols.

In addition to infrastructure, human resource readiness is an integral factor in

²⁵Sylvia Faradina Amandasari Arthaputri, et al., 2024, "Personal Data Protection as a Form of Cyber Security Implementation (Comparative Study of Indonesia and Singapore)," *Dinamika Jurnal Ilmiah Hukum*, pp. 9495–9496.

²⁶Ainun Najib, 2024, "Legal Protection of Cyber Notary Data Security Based on the Personal Data Protection Law," *Acta Diurnal: Journal of Notary Law*, Vol. 7, No. 1, p. 75.

the success of digital transformation in the notary profession. The use of sophisticated technology will not provide optimal protection if notaries and staff managing notary protocols lack knowledge of digital archive management and information security. Human error, such as the use of weak passwords, granting access to unauthorized parties, negligence in backups, or inaccuracies in the digitization process, can create weaknesses in security systems. Therefore, improving digital competency through ongoing education and training is crucial to building a secure and accountable record storage system.

The lack of a national standard for storing electronic minutes of deeds further exacerbates this problem. Each notary public potentially uses different methods, devices, and security systems, resulting in a lack of uniformity in the quality or level of protection of electronic documents. National standards are needed to define, at a minimum, digitization formats and procedures, authentication of media transfer results, security systems, classification and access restrictions, backups, retention periods, data migration, and recovery mechanisms in the event of data damage or loss. With these standards, digitization will not only become an administrative practice for each notary public, but also part of a Notary Protocol management system that adheres to uniform legal and technical standards.

Thus, the research results indicate that the use of technology in storing minutes of deeds cannot be realized solely through the use of digital devices, but requires the establishment of an integrated legal and technological ecosystem. Updating the UUJN regarding cyber notary, harmonization with provisions on electronic transactions, archiving, and personal data protection, providing national security standards, improving infrastructure, and strengthening the digital competence of notaries are complementary steps. If these steps can be implemented, the digitization of minutes of deeds can function as a protection instrument against the risk of loss or damage due to force majeure while increasing the efficiency of the implementation of the notary office. Therefore, modernization through technology must remain within the framework of maintaining authenticity, confidentiality, security, legal certainty, and protecting the interests of the parties.

3.3. What is an example of a sale and purchase deed that is in accordance with the research

AKTA JUAL BELI

Nomor : xx/xxxx

Lembar Salinan

Pada hari ini Selasa tanggal 05 (----- lima -----)
bulan Desember tahun 2023 (----- dua ribu dua puluh tiga-----)
berhadapan dengan saya,-----

-----, Sarjana Hukum, -----

-----**Magister Kenotariatan.**-----

yang berdasarkan Surat Keputusan Menteri Agraria dan Tata Ruang
/ Kepala Badan Pertanahan Nasional Nomor : xxx/SK-
HR.xx.xx.PPAT/V/xxxx, Tanggal 19 MEI 2023 diangkat sebagai
Pejabat Pembuat Akta Tanah, yang selanjutnya disebut P.P.A.T., yang
dimaksud dalam Pasal 7 Peratruran Pemerintah Nomor 24 Tahun
1997 tentang Pendaftaran Tanah, dengan daerah kerja Kota Kendari
dan berkantor di Jalan Poros Bandara Haluoleo Ranomeeto
Kelurahan Langea, Kecamatan Ranomeeto, Kabupaten Konawe
Selatan, Provinsi Sulawesi Tenggara, dengan dihadiri oleh saksi-saksi
yang Saya, Pejabat kenal dan akan disebut pada bagian akhir akta ini
:-----

Tuan H, -----
lahir di Moramo, pada tanggal 27 (dua puluh tujuh) bulan Juli
tahun 1982 (seribu sembilan ratus delapan puluh dua), Warga
Negara Indonesia, Pedagang, bertempat tinggal di Dusun III,
Rukun Tetangga 006, Rukun Warga 003, Kelurahan/Desa
Wawondengi, Kecamatan Moramo, Kabupaten Konawe Selatan,
Provinsi Sulawesi Tenggara, Pemegang Kartu Tanda Penduduk
dengan Nomor Induk Kependudukan 74xxxxxxxxxx2.-----

- Dalam hal ini bertindak selaku diri sendiri dan untuk
melakukan perbuatan hukum dalam akta ini, telah
mendapatkan persetujuan dari Pasangan Kawinnya (Istri)
yang turut hadir bertanda-tangan pada akta ini sebagai
bentuk persetujuannya yaitu -----

- Nyonya A,-----
lahir di Amohola, pada tanggal 27 (dua puluh tujuh) bulan Desember tahun 1984 (seribu sembilan ratus delapan puluh empat), Warga Negara Indonesia, Mengurus Rumah Tangga, bertempat tinggal di Dusun III, Rukun Tetangga 006, Rukun Warga 003, Kelurahan/Desa Wawondengi, Kecamatan Moramo, Kabupaten Konawe Selatan, Provinsi Sulawesi Tenggara, Pemegang Kartu Tanda Penduduk dengan Nomor Induk Kependudukan 740xxxxxxxxxxxx7.
- Selaku **PENJUAL**, -----
- untuk selanjutnya di sebut "**PIHAK PERTAMA**".-----
-Tuan R, -----
lahir di Parasangan Beru, pada tanggal 23 (dua puluh tiga) bulan September tahun 1978 (seribu sembilan ratus tujuh puluh delapan), Warga Negara Indonesia, Kepolisian RI (POLRI), bertempat tinggal di BTN Griya Baruga Indah Blok C No.7, Rukun Tetangga 029, Rukun Warga 000, Kelurahan Baruga, Kecamatan Baruga, Kota Kendari, Provinsi Sulawesi Tenggara, Pemegang Kartu Tanda Penduduk dengan Nomor Induk Kependudukan 7471032309780001. -----
- Selaku **PEMBELI**, -----
- untuk selanjutnya di sebut "**PIHAK KEDUA**".-----
- Para penghadap dikenal oleh Saya, Pejabat. -----
Pihak Pertama menerangkan dengan ini menjual kepada Pihak Kedua dan Pihak Kedua menerangkan dengan ini membeli dari Pihak Pertama keseluruhan hak milik Pertama yang terdapat dalam: -----
Hak Milik Nomor xxxxx/Tambosupa, atas sebidang tanah sebagaimana diuraikan dalam Surat Ukur Nomor-----
- xxxxx/TAMBOSUPA/20xx tertanggal 03 (tiga) bulan September tahun 2019 (dua ribu sembilan belas), seluas 2.580 M² (dua

ribu lima ratus delapan puluh meter persegi); dengan Nomor -----
Identifikasi Bidang Tanah (NIB) : xx.xx.xx.xx.xxxxx, dan Nomor
Surat Pemberitahuan Pajak Terhutang Pajak Bumi dan
Bangunan (S.P.P.T. P.B.B.) Nomor Objek Pajak (N.O.P.) :
74.05.070.030.001-0375.0

yang terletak di: -----

- Provinsi : Sulawesi Tenggara; -----
- Kabupaten/Kota : Konawe Selatan; -----
- Kecamatan : Moramo; -----
- Kelurahan : Tambosupa.-----

Jual Beli Ini Meliputi ini meliputi pula: -----

semua bangunan yang sekarang ada dan atau dikemudian hari
ada serta segala sesuatu yang terdapat dan atau tertanam di atas
tanah tersebut yang menurut sifat peruntukannya ataupun
undang-undang dapat dianggap benda tidak bergerak.-----

Selanjutnya semua yang diuraikan di atas dalam akta ini ---

- disebut "OBYEK JUAL BELI". -----

Pihak Pertama dan Pihak Kedua menerangkan bahwa: -----

- a. Jual beli ini dilakukan dengan harga -----

Rp.15.000.000,- (lima belas Juta Rupiah);-----

Pihak Pertama mengaku telah menerima sepenuhnya uang
tersebut diatas dari Pihak Kedua dan untuk penerimaan uang
tersebut akta ini berlaku pula sebagai tanda penerimaan yang sah
(kuitansi); -----

- b. Jual beli ini dilakukan dengan syarat-syarat sebagai berikut: ----

----- **Pasal 1**-----

Mulai hari ini obyek jual beli yang diuraikan dalam akta ini telah
menjadi milik Pihak Kedua dan karenanya segala keuntungan yang
didapat dari, dan segala kerugian/beban atas obyek jual beli tersebut
diatas menjadi hak/beban Pihak Kedua.-----

----- **Pasal 2** -----

Pihak Pertama menjamin, bahwa obyek jual beli tersebut di atas tidak
tersangkut dalam suatu sengketa, bebas dari sitaan, tidak terikat

sebagai jaminan untuk sesuatu utang yang tidak tercatat dalam sertifikat, dan bebas dari beban-beban lainnya yang berupa apapun.

----- *Pasal 3* -----

Pihak Kedua dengan ini menyatakan bahwa dengan jual beli ini kepemilikan tanahnya tidak melebihi ketentuan maksimum penguasaan tanah menurut ketentuan perundang-undangan yang berlaku sebagaimana tercantum dalam pernyataannya tertanggal hari ini;

----- *Pasal 4* -----

Dalam hal terdapat perbedaan luas tanah yang menjadi obyek jual beli dalam akta ini dengan hasil pengukuran oleh instansi Badan Pertanahan Nasional, maka para pihak akan menerima hasil pengukuran instansi Badan Pertanahan Nasional tersebut dengan tidak memperhitungkan kembali harga jual beli dan tidak akan saling mengadakan gugatan.

----- *Pasal 5* -----

Pihak kedua telah meninjau Obyek Jual Beli tersebut, karenanya para pihak telah mengetahui betul keadaan obyek tersebut sehingga dengan ini saling membebaskan satu terhadap yang lain dari segala tuntutan mengenai obyek jual beli tersebut di atas.

----- *Pasal 6* -----

Para Pihak menyatakan dengan ini menjamin akan kebenaran identitas para pihak sesuai dengan tanda pengenal yang disampaikan kepada saya Pejabat Pembuat Akta Tanah dan bertanggung jawab sepenuhnya atas hal tersebut dan selanjutnya para pihak juga menyatakan telah mengerti dan memahami isi akta ini.

----- *Pasal 7* -----

Pihak Pertama dengan ini menjamin kepada Pihak Kedua bahwa identitas Pihak Pertama adalah benar adanya dan Pihak Pertama berwenang untuk melakukan tindakan hukum penyerahan dan jika di kemudian hari hal tersebut tidak benar maka semuanya itu menjadi tanggung jawab Pihak Pertama dan membebaskan Pihak Kedua dan Pejabat Pembuat Akta Tanah (P.P.A.T.) dari segala

tuntutan hukum. -----

----- **Pasal 8** -----

Kedua belah pihak dalam hal ini dengan segala akibatnya memilih tempat kediaman hukum yang umum dan tidak berubah pada Kantor Panitera Pengadilan Negeri Kota Kendari. -----

----- **Pasal 9** -----

Biaya pembuatan akta ini, uang saksi dan segala biaya peralihan hak ini dibayar oleh Pihak Kedua. -----

Demikianlah Akta ini dibuat di hadapan para pihak dan : -----

1. Tuan D, Sarjana Hukum, -----

-Tertulis juga **D, S.H.,**-----

lahir di Kendari, pada tanggal 15 (lima belas) bulan Agustus tahun 1979 (seribu sembilan ratus tujuh puluh sembilan), Warga Negara Indonesia, Wiraswasta, bertempat tinggal di Lingkar Pasar Baru, Rukun Tetangga 029, Rukun Warga 007, Kelurahan Bende, Kecamatan Kadia, Kota Kendari, Provinsi Sulawesi Tenggara, Pemegang Kartu Tanda Penduduk dengan Nomor Induk Kependudukan 74xxxxxxxxxxxxxx.-----

2. Tuan X,-----

lahir di Anggoeya, pada tanggal 5 (lima) bulan Juni tahun 1995 (seribu sembilan ratus sembilan puluh lima), Warga Negara Indonesia, bertempat tinggal di Dusun I Palewai, Rukun Tetangga 001, Rukun Warga 001, Kelurahan/Desa Palewai, Kecamatan Tanggetada, Kabupaten Kolaka, Provinsi Sulawesi Tenggara, pemegang Kartu Tanda Penduduk dengan Nomor Induk Kependudukan 74xxxxxxxxxxxxxx.-----

- Keduanya pegawai kantor PPAT, sebagai saksi-saksi dan setelah dibacakan serta dijelaskan, maka sebagai bukti kebenaran pernyataan yang dikemukakan oleh Pihak Pertama dan Pihak Kedua tersebut di atas, akta ini ditandatangani/cap ibu jari oleh Pihak Pertama, Pihak Kedua, para saksi dan saya, PPAT, sebanyak 2 (dua) rangkap asli, terdiri dari 1 (satu) rangkap lembar pertama disimpan

di kantor Saya, PPAT, dan 1 (satu) rangkap lembar kedua disampaikan kepada Kantor Pertanahan Kota Kendari untuk dipergunakan sebagai dasar pencatatan peralihan hak.

Pihak Pertama

Pihak Kedua

Persetujuan Pasangan

Saksi

Saksi

Pejabat Pembuat Akta Tanah

, S.H., M.Kn

3. Conclusion

Notaries have a legal responsibility to maintain the security, integrity, confidentiality, and availability of minutes of deeds as part of the Notarial Protocol as mandated in the Notarial Law. This responsibility includes not only storing minutes of deeds in physical form, but also implementing the prudential principle through the use of technology as a preventive measure to reduce the risk of loss or damage to minutes of deeds due to force majeure, such as natural disasters, fires, or other disturbances. Although digitalization of minutes of deeds through electronic storage can improve the efficiency of archive management, accelerate document searches, and strengthen the backup system, its existence currently cannot replace the position of the original minutes of deeds because it has not received recognition as a substitute for the Notarial Protocol based on the provisions of laws and regulations. Therefore, if the loss or damage to minutes of deeds occurs due to the negligence of the Notary, the Notary can still be held accountable administratively, civilly, or criminally according to the level of error committed. The government and those who formulate laws and regulations should immediately update the Notary Law by providing more comprehensive regulations regarding the implementation of cyber notary, digitization of minutes of deeds, electronic storage mechanisms, and the legal status of electronic documents as part of the Notary Protocol protection system. Furthermore, it is necessary to develop national standards regarding the management of electronic minutes of deeds storage, which include procedures for digitization, authentication, data backup, data recovery, and information security standards to create uniform implementation throughout Indonesia and provide legal certainty for Notaries in utilizing technology.

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