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Legal Validity of Electronic Documents Derived from Deeds of Granting Mortgage Rights

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Abstract. *This study examines the legal status and validity parameters of electronic documents derived from the Deed of Granting Mortgage Rights (APHT) within the Electronically Integrated Mortgage Rights Service (HT-el). The study uses a normative juridical method with a statutory approach and a descriptive-analytical specification. Primary, secondary, and tertiary legal materials are examined through qualitative legal analysis, while an interview with an official of the Cirebon Regency Land Office is used as supporting information concerning document examination in practice. The results show that an electronic document derived from an APHT functions as a representation and service requirement rather than as a new deed created entirely electronically. Its validity in HT-el depends on the authenticity of its origin, the authority of the submitting party, integrity, completeness, readability, availability, data conformity, security, and traceability. The Cirebon Regency Land Office examines the electronic document and the draft Electronic Mortgage Rights Certificate before approval. If the documents are incomplete or inconsistent, the PPAT and/or creditor may correct them within the prescribed service period. Failure to correct them results in cancellation of the application and means that the Mortgage Right has not arisen. The study concludes that legal certainty depends on accurate document conformity, careful examination, and a clear allocation of responsibilities among PPATs, creditors, and the Land Office.*

Keywords: *Document; Electronic; Land; Mortgage; Validity.*

1. Introduction

Mortgage Rights constitute a material security institution that gives a creditor a preferential position over a debtor's land-based collateral. Indonesian mortgage law links that preferential position to registration and to the fulfillment of the special requirements governing the Deed of Granting Mortgage Rights (APHT). The APHT is therefore not merely an administrative attachment: it records the legal act by which the Mortgage Right is granted, while the registration process gives the security interest its status as a material right enforceable against third parties. The distinction is important when the land administration system moves from paper-based services toward electronic processing.[1]

The modernization of land administration has introduced the Electronically Integrated Mortgage Rights Service (HT-el), designed to make applications faster, more transparent, accountable, and easier to monitor. The electronic environment changes the medium through which applications, supporting documents, verification, and issuance are processed, but it does not eliminate the legal requirements applicable to the APHT as a deed made by a Land Deed Official (PPAT). Recent studies on HT-el similarly identify efficiency and service modernization as central objectives, while also pointing to the continuing need for legal certainty, professional responsibility, and reliable document verification.[2]

A fundamental legal distinction must accordingly be maintained between the original APHT and the electronic document derived from it. The APHT remains the deed produced through the statutory authority and procedure of the PPAT. In HT-el, the APHT is represented through an electronic file that is submitted as part of the registration service. The electronic file carries the information contained in the deed into the electronic administrative process; it does not, merely because it is uploaded, become a new APHT executed wholly in electronic form.[3]This distinction becomes particularly relevant because Indonesian electronic transaction law generally recognizes electronic information and electronic documents as legal evidence, subject to statutory conditions. At the same time, the same legal framework preserves exceptions for documents that, under specific legislation, must be made as notarial deeds or deeds made by authorized deed officials. The recognition of electronic documents therefore has to be read together with the special legal regime governing APHT and PPAT authority.[4]

In practice, an electronic file can be successfully uploaded while still being incomplete, illegible, inconsistent, or different from the original physical APHT. Examples include omitted pages, blurred scans, missing signatures or initials, inconsistent land certificate numbers, different party identities, or discrepancies between the APHT, SKMHT, credit agreement, and application data. Such defects

[1]Republic of Indonesia. (1996). Law No. 4 of 1996 on Mortgage Rights over Land and Objects Related to Land.
[2]Kurnia Rheza Randy Adinegoro. (2023). "Analysis of Digital Transformation of Public Land Services: Electronic Mortgage Rights at the Ministry of Agrarian Affairs and Spatial Planning." Journal of Public Administration, 19(1), 26–49.
[3] Tembang Merah Sunny Socialista, Arsella Imanda Putri, & Dadang Fernando. (2025). "The Validity of Electronic Mortgage Certificates in the Prospect of Land Deed Officials." Law, Development and Justice Review, 8(1), 20–36.
[4]Republic of Indonesia. (2024). Law No. 1 of 2024 amending Law No. 11 of 2008 on Electronic Information and Transactions.

do not necessarily mean that the original APHT is legally invalid; they may instead concern the suitability of the electronic document for administrative processing. Conversely, a technically complete file cannot cure a fundamental defect in the APHT itself.[5]The examination function of the Land Office therefore occupies a critical position. The Land Office must examine the submitted documents and the draft Electronic Mortgage Rights Certificate before approval, while the PPAT remains responsible for the authenticity and correctness of the documents submitted through the system. This creates a layered responsibility structure: the PPAT creates the APHT and submits its electronic representation, the creditor applies for the service, the system records the process, and the Land Office performs the examination within the scope of its authority.[6]

The Cirebon Regency Land Office provides a relevant setting for examining how those norms operate in practice. Information obtained from an official involved in HT-el services indicates that officers read and compare the electronic APHT with party data, land data, the amount of the debt and Mortgage Right, SKMHT and credit documents where relevant, and the completeness of signatures, initials, stamps, and pages. The interview is used only as supporting information; the normative legal framework remains the principal basis for determining legal consequences.[7]

The issue is significant because digitalization can only strengthen public confidence if speed is accompanied by document integrity, accountability, security, and traceability. A service system that accepts a file merely because it is technically uploaded may allow inaccurate information to enter the land administration record. Conversely, a consistent verification mechanism can distinguish defects that are curable at the electronic-service stage from defects that concern the underlying deed. This study therefore aims to analyze the legal validity of electronic documents derived from APHT, including their legal position, validity parameters, examination mechanism, and legal consequences when the electronic documents are incomplete, inconsistent, or different from the original APHT.

2. Research Methods

This study employs a normative juridical method, with legislation as the principal approach. The analysis focuses on the legal position of APHT, electronic documents, HT-el services, the authority of PPATs and Land Offices, and the legal consequences of incomplete or inconsistent documents. The study is descriptive-

[5] Rita Susanti & Dwi Suryahartati. (2026). "Electronic Mortgage Rights System (HT-el) in Indonesia: Between Legal Protection and Professionalism of Legal Services." Jurnal Ragam Pengabdian, 3(1), Special Issue, 1860–1868.
[6] Ministry of Agrarian Affairs and Spatial Planning/National Land Agency. (2020). Ministerial Regulation No. 5 of 2020 on Electronically Integrated Mortgage Rights Services.
[7]Devi Yanti. (2026). Interview with Muplihudin, S.SiT., Cirebon Regency Land Office, July 31, 2026.

analytical: it describes the legal relationship among the original APHT, its electronic representation, the HT-el system, and the Electronic Mortgage Rights Certificate, and then analyzes the consistency of those elements with the applicable legal framework.[8]The legal materials consist of primary, secondary, and tertiary materials. Primary materials include the Civil Code, Law No. 4 of 1996 on Mortgage Rights, legislation on Electronic Information and Transactions and its amendments, regulations governing PPATs, land-registration regulations, and Ministerial Regulation of Agrarian Affairs and Spatial Planning/Head of the National Land Agency No. 5 of 2020 on Electronically Integrated Mortgage Rights Services. Secondary materials consist principally of books and journal articles concerning mortgage law, electronic land administration, PPAT responsibility, legal certainty, and legal-system theory.[9]

The data are analyzed qualitatively through deductive legal reasoning. An interview with Muplihudin, S.SiT., an official of the Cirebon Regency Land Office, conducted on 31 July 2026, was used to clarify how documents were received, read, compared, returned for correction, and approved in practice. The interview does not replace statutory analysis and does not transform the study into a fully empirical legal study. The theoretical framework uses legal certainty, legal-system theory, and legal-consequence theory to evaluate the relationship between norms, institutional implementation, and the consequences of document defects.[10]

3. Results and Discussion

3.1. Legal Position and Validity Parameters of Electronic Documents Derived from APHT

The legal position of an electronic document derived from APHT can be understood only by distinguishing three elements that operate in one registration sequence: the original APHT, the electronic document submitted through HT-el, and the Electronic Mortgage Rights Certificate issued after the service is completed. The original APHT contains the legal act of granting the Mortgage Right. The electronic document transmits information from that deed into the electronic service. The Electronic Mortgage Rights Certificate records the result of registration by the Land Office. Their connection is functional, but their legal identities are not interchangeable.[11]

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[8]Zainuddin Ali. (2021). Legal Research Methods. Jakarta: Sinar Grafika.
[9]Rusdin Tahir et al. (2023). Legal Research Methodology: A Theoretical and Practical Approach. PT Sonpedia Publishing Indonesia.
[10]A'an Efendi & Freddy Poernomo. (2022). Legal Theory. Jakarta: Sinar Grafika.
[11] Tembang Merah Sunny Socialista, Arsella Imanda Putri, & Dadang Fernando. (2025). “The Validity of Electronic Mortgage Certificates in the Prospect of Land Deed Officials.” Law, Development and Justice Review, 8(1), 20–36.

The first layer is the validity of the original APHT. Under Article 10 paragraph (2) of Law No. 4 of 1996, the granting of a Mortgage Right is carried out by making an APHT by a PPAT in accordance with the applicable legislation. PPAT authority is further grounded in the regulations governing the PPAT office. The authority of the official, the type of legal act, territorial competence, formal procedure, and mandatory contents therefore form the basic conditions for the validity of the deed.[12]The formal procedure is significant because an APHT is not merely a document generated by filling in a form. The statutory framework requires the deed to be read or explained to the parties, witnessed, and signed by the parties, witnesses, and PPAT in accordance with the applicable PPAT rules. These formalities support the authenticity of the deed and demonstrate that the legal act occurred under the responsibility of an authorized official.[13]

The substantive content of the APHT also reflects the principle of specialty. The deed must identify the grantor and holder of the Mortgage Right, their domiciles, the debt secured, the amount of the Mortgage Right, and the object of the Mortgage Right. The purpose is to ensure certainty concerning who is bound, which obligation is secured, and which land is encumbered. A defect in these fundamental elements may concern the validity of the underlying deed rather than merely the quality of its electronic representation.[14]

Registration constitutes a separate stage. Article 13 of Law No. 4 of 1996 requires the granting of a Mortgage Right to be registered at the Land Office and provides that the PPAT submits the APHT and necessary documents. The Mortgage Right arises on the date recorded in the Mortgage Right land book. As a result, a valid APHT establishes the legal basis for registration, but the material security right is not perfected merely by the existence of the deed.[15]The second layer concerns the electronic document. Law on Electronic Information and Transactions recognizes electronic information, electronic documents, and their printouts as legal evidence when the statutory conditions are met. Yet this recognition cannot be read as automatically replacing the special form required for APHT. The electronic document used in HT-el is therefore derivative: it

[12]Satrio Abdillah. (2023). “Limitations of the Authority and Responsibilities of Notaries-PPAT in Education on Procedures for Making Authentic Deeds Reviewed from Article 51 of the Criminal Code.” Journal of Education Research, 4(1), 67–72.

[13]Habib Adjie. (2016). Compilation of Legal Issues in Notary and PPAT Practice. Surabaya: Indonesia Notary Community.

[14]Habib Adjie. (2023). The Relationship between Mortgage Rights, Auctions, and Assignments. Yogyakarta: Bintang Semesta Media.

[15]J. Satrio. (2004). Law of Guarantee, Property Guarantee Rights, Mortgage Rights. Bandung: Citra Aditya Bakti.

obtains its content and legal context from the original APHT and functions as a service document and medium for submitting legal data.[16]

This derivative position explains why the validity of the electronic document has to be measured through parameters that differ from, but remain connected to, the validity requirements of the APHT. The first parameter is authenticity of origin. The electronic file must be capable of being linked to a specific APHT, including its number and date, the identity of the PPAT, and the authorized account used for submission. A file name alone is not sufficient to establish this connection.[17]

The second parameter is the authority and accountability of the submitting party. HT-el operates through registered users, making the submission traceable to a particular user. The authority to upload is not identical to the authority to create the APHT, but the two are connected because the PPAT who submits the document must ensure that the electronic representations correspond to the physical original and that the data entered into the system does not depart from the documents under the PPAT's control.[18]The third parameter is integrity. The electronic document must preserve its content from the moment it is converted or scanned until it is received, examined, and stored. Missing pages, altered numbers, substituted identities, deleted signatures, or additions that are absent from the original APHT compromise integrity. Integrity is therefore more than the existence of a readable PDF; it concerns whether the file remains an accurate representation of the source document.[19]

The fourth parameter is completeness and readability. Every required page and material component must be available and readable. A scan that is blurred, dark, upside down, cut off, or missing its closing page can prevent the Land Office from performing a meaningful examination. Such a defect may generally be corrected by submitting a proper file when the original APHT itself remains legally sound.[20]The fifth parameter is availability. The document must remain capable of being opened, displayed, read, and retrieved during the service process and, when necessary, for audit, evidence, or dispute resolution. Availability is linked

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[16]Republic of Indonesia. (2024). Law No. 1 of 2024 amending Law No. 11 of 2008 on Electronic Information and Transactions.
[17] Rita Susanti & Dwi Suryahartati. (2026). “Electronic Mortgage Rights System (HT-el) in Indonesia: Between Legal Protection and Professionalism of Legal Services.” Jurnal Ragam Pengabdian, 3(1), Special Issue, 1860–1868.
[18]Republic of Indonesia. (2024). Law No. 1 of 2024 amending Law No. 11 of 2008 on Electronic Information and Transactions.
[19]Gabriel Amadeus Sitompul & Albert Lodewyk Sentosa Siahaan. (2024). “Analysis of the Making of a Statement of the Validity and Truth of Electronic Documents on Mortgage Certificates.” Indonesian Legal Media, 2(4), 20–33.
[20]Fitriya Nurmayuvita Buditama, Indah Wahyuni Olii, & Theanya Putri Azizah. (2024). “Limitations of PPAT’s Liability for Invalidity of Documents Completing Requirements in the Electronic Mortgage Rights System (HT-el).” Caraka Justitia Law Journal, 4(1), 31–50.

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to storage reliability, account security, and the PPAT's continuing duty to preserve the original APHT and supporting documents.[21]

The sixth parameter is conformity of data. The electronic APHT must correspond to the application data, land certificate, SKMHT where applicable, credit agreement, and draft Electronic Mortgage Rights Certificate. Conformity concerns the identity of the parties, the type and number of land rights, location and area, the holder of the land right, the secured obligation, and the amount of the Mortgage Right. A discrepancy may indicate a simple input error, an incorrect upload, or a deeper legal problem requiring clarification.[22]The seventh parameter is traceability or audit trail. A reliable electronic service should permit identification of when the document was uploaded, when payment was confirmed, who examined the file, what deficiency was notified, which file was corrected, and when approval was given. Traceability is important for determining when an error occurs and which actor has control over the relevant information.[23]

The eighth parameter is security and legal accountability. Electronic documents must be protected against unauthorized access, manipulation, loss, and misuse. The statutory requirement of a responsibility statement, the duty to preserve the physical original, and prohibitions against sharing accounts, falsifying documents, or supplying false information reinforce the idea that electronic efficiency does not remove professional and legal responsibility.[24]

These parameters are consistent with the legal-certainty perspective. Legal certainty requires clear and predictable rules concerning what constitutes an acceptable electronic document, who is responsible for it, what the Land Office must examine, what may be corrected, and what happens when correction does not occur. Without such distinctions, an applicant may incorrectly assume that acceptance by the system validates the entire deed, while a return of an electronic file may incorrectly be interpreted as cancellation of the original APHT. The findings therefore support a layered conception of validity. The original APHT is assessed according to the legal regime of Mortgage Rights and PPAT deeds. The electronic representation is assessed according to its authenticity, authority, integrity, completeness, readability, availability, conformity, security, and traceability. The Electronic Mortgage Rights Certificate is the administrative product of successful registration. Treating the three as separate but connected elements provides a more precise basis for legal certainty.25

[21]Rita Susanti & Dwi Suryahartati. (2026). “Electronic Mortgage Rights System (HT-el) in Indonesia: Between Legal Protection and Professionalism of Legal Services.” Jurnal Ragam Pengabdian, 3(1), Special Issue, 1860–1868.
[22]Inge Ameylia, Marcello Alfarico De Jesus, & Ristantia Prameswari. (2025). “Conflict of Legal Norms in Electronic Mortgage Services.” Jurnal Minuta, 7(2), 96–108.
[23]Ibid.
[24] Ibid.

3.2. Examination of Validity and Conformity at the Cirebon Regency Land Office

The examination of electronic documents derived from APHT at the Cirebon Regency Land Office is a control stage before the Electronic Mortgage Rights Certificate is approved. Its object is the electronic APHT and supporting documents submitted through HT-el, not the physical act of appearance, reading, and signing that occurred before the PPAT. This boundary is essential because the Land Office's examination cannot simply be equated with the PPAT's responsibility for creating the deed.[25]The statutory framework combines the registration requirements under the Mortgage Rights Law with the general recognition of electronic documents and the specific administrative rules in Ministerial Regulation No. 5 of 2020. The creditor initiates the application through HT-el, while the PPAT submits the electronic deed and supporting documents. This arrangement creates a division of roles: the creditor is the service applicant, while the PPAT is the official who controls and submits the deed-related documents.[26]

A central instrument is the Statement of Responsibility for the Validity and Truth of Electronic Document Data. The PPAT submits this statement together with the electronic documents and must retain the complete supporting documents. The statement does not replace examination by the Land Office and does not, by itself, prove every material fact contained in the APHT. Its principal legal function is to clarify responsibility for the relationship between the electronic file, the physical original, and the supporting documents.[27]

The interview conducted at the Cirebon Regency Land Office confirmed that officers do not treat the upload event as the end of verification. After the required payment is confirmed, officers examine the submitted documents and the draft certificate. They read and compare the parties' identities, land data, the number and date of the deed, the debt and Mortgage Right amounts, the relationship between APHT, SKMHT and credit documents, and the completeness of pages, signatures, initials, and PPAT stamps. Identity examination is intended to prevent the registration of a Mortgage Right against the wrong subject. Names, identification numbers, and legal capacities are compared with the application and available land records. Object examination focuses on the type and number of the land right, location, area, and registered

[25]Jefri Guntoro, Emelia Kontesa, & Herawan Sauni. (2020). “Legal Review of Mortgage Registration in Electronically Integrated Mortgage Services.” Bengkoelen Justice: Journal of Legal Studies, 10(2), 212–225.
[26]Inge Ameylia, Marcello Alfarico De Jesus, & Ristantia Prameswari. (2025). “Conflict of Legal Norms in Electronic Mortgage Services.” Jurnal Minuta, 7(2), 96–108.
[27]Gabriel Amadeus Sitompul & Albert Lodewyk Sentosa Siahaan. (2024). “Analysis of the Making of a Statement of the Validity and Truth of Electronic Documents on Mortgage Certificates.” Indonesian Legal Media, 2(4), 20–33.

holder. Because these data will be reflected in the Electronic Mortgage Rights Certificate, inconsistencies cannot be dismissed as merely cosmetic.[28]

The relationship between the secured debt and the Mortgage Right is also examined. The debt amount and Mortgage Right amount need not always be identical, but the legal relationship between the credit agreement, APHT, and relevant SKMHT must remain coherent. The purpose is not to reconstruct the entire banking transaction, but to identify whether the electronic data and supporting documents describe the same legal relationship. The examination of signatures, initials, stamps, and closing pages illustrates the limits of administrative verification. The Land Office can determine whether these elements are visibly present in the electronic representation, but officers did not personally witness the execution of the APHT. Thus, the absence of a signature or an incomplete closing page can justify a request for correction, but the examination does not amount to a complete reconstruction of the circumstances of signing before the PPAT.[29]

The division of responsibility is expressly relevant. The Head of the Land Office is responsible for the implementation of HT-el services, while the material truth of the documents underlying the service is not generally transferred to the Land Office. Where a document is false, responsibility is directed toward the submitting party under the applicable rules. This allocation does not mean that the Land Office has no duty to examine what is reasonably visible and verifiable from the submitted documents and available land data.[30]From the perspective of Lawrence M. Friedman's legal-system theory, the operation of HT-el depends on the interaction of legal substance, legal structure, and legal culture. Legal substance consists of the Mortgage Rights Law, electronic-information legislation, PPAT regulations, and HT-el regulation. Legal structure includes the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency, the Cirebon Regency Land Office, PPATs, creditors, and the electronic system. Legal culture appears in the care taken by users and officers to verify documents, preserve originals, use accounts responsibly, and communicate clearly when deficiencies arise.[31]

[28] Devi Yanti. (2026). Interview with Muplihudin, S.SiT., Cirebon Regency Land Office, July 31, 2026.
[29]Fitriya Nurmayuvita Buditama, Indah Wahyuni Olii, & Theanya Putri Azizah. (2024). "Limitations of PPAT's Liability for Invalidity of Documents Completing Requirements in the Electronic Mortgage Rights System (HT-el)." Caraka Justitia Law Journal, 4(1), 31–50.
[30]Ibid.
[31] Lawrence M. Friedman, as discussed in Ulumuddin. (2023). "Implementation of Electronic Waqf Pledge Deed Policy in the Digitalization of Waqf Land Certification Acceleration from the Perspective of Lawrence M. Friedman's Legal System Theory." Maulana Malik Ibrahim State Islamic University.

The Cirebon practice therefore illustrates that the validity of electronic APHT documents is not produced by technology alone. The system provides the channel and the audit environment, but legal certainty depends on whether each actor performs the role assigned by law. An accurate file uploaded by an authorized PPAT facilitates efficient examination; a careless upload can create delays even where the original APHT is sound. Likewise, an officer who checks only the existence of a file rather than its substance may weaken the protective function of the service.[32]

3.3. Legal Consequences of Incomplete, Inconsistent, or Divergent Electronic Documents

The legal consequences of defective electronic documents depend on the type of defect, the stage at which it is discovered, and its effect on registration. A blurred scan is legally different from an inconsistent land object; an error discovered before issuance is different from an error discovered after issuance. A proportional analysis is therefore necessary rather than treating every defect as a defect of the APHT itself. Ministerial Regulation No. 5 of 2020 provides a correction mechanism when the examination finds that the submitted documents are incomplete or inconsistent. The Land Office must notify the creditor and/or PPAT to complete the documents. The correction period is limited to the fifth day from receipt of the application by the HT-el system. This mechanism serves a preventive function: it allows curable errors to be corrected before the registration result is issued.[33]

In practice, technical defects may include blurred or unreadable files, pages that are missing, reversed pages, files that cannot be opened, or incomplete scans. Their immediate legal effect is primarily procedural. The document cannot yet be accepted as conforming, so the service is delayed until a proper file is submitted. If the physical APHT is valid, correction of the scan does not require changing the substantive legal act recorded in the deed. Administrative discrepancies may involve different names, deed dates, certificate numbers, Mortgage Right amounts, or omitted attachments between the application and the electronic document. These defects must be corrected by bringing the electronic data back into conformity with the physical APHT and supporting documents. The principle is important: the electronic representation must follow the legally valid source; the source should not be altered merely to accommodate an erroneous electronic entry.[34]

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[32]Abdul Aziz, Wira Franciska, & Felicitas Sri Marniati. (2023). "Legal Certainty of Mortgage Guarantee for Certificates of Use Rights over Individual Property Rights Related to Financing Rejection by Banks." Sentri: Scientific Research Journal, 2(12), 5062–5071.
[33]Ministry of Agrarian Affairs and Spatial Planning/National Land Agency. (2020). Ministerial Regulation No. 5 of 2020 on Electronically Integrated Mortgage Rights Services.
[34]Devi Yanti. (2026). Interview with Muplihudin, S.SiT., Cirebon Regency Land Office, July 31, 2026.

More serious consequences arise where the discrepancy concerns a juridical element. If the grantor of the Mortgage Rights is inconsistent with the registered holder, the land object differs from the certificate, the secured debt cannot be identified, or a mandatory element under the Mortgage Rights Law is absent, the problem may not be cured by uploading another file. The original APHT and the underlying legal relationship must first be clarified. If the application is not corrected within the prescribed period, the application is cancelled.[35]Cancellation of the HT-el application should not be confused with cancellation of the APHT or extinction of the underlying debt. The cancellation terminates the administrative service that was being processed. If registration has not been completed, the Mortgage Right has not arisen as a material security right because the statutory registration requirement has not been fulfilled. The creditor may therefore retain a personal claim arising from the principal agreement but does not yet enjoy the preferential position attached to a perfected Mortgage Right.[36]

This distinction has practical importance where the debtor has other creditors, where the land is transferred, or where insolvency intervenes before registration is completed. The creditor's contractual claim may survive, but the special protection of a registered Mortgage Right has not been established. The consequences therefore concern the creditor's legal position rather than the automatic disappearance of the principal debt.[37]

If an error is discovered after the Electronic Mortgage Rights Certificate has been issued, the regulation provides a mechanism for correction of certain data-entry errors within thirty days from issuance. This post-issue mechanism is appropriate for errors that can be corrected without changing the underlying legal act. It cannot properly be used to cure a fundamentally defective APHT or to legitimize a deliberately manipulated electronic file.[38]The allocation of responsibility follows the nature of the defect. The PPAT or other submitting party may bear responsibility where the electronic document differs from the original because of negligence or intentional conduct. The Land Office may bear administrative responsibility where an examination duty within its authority is ignored. At the

[35]Ministry of Agrarian Affairs and Spatial Planning/National Land Agency. (2020). Ministerial Regulation No. 5 of 2020 on Electronically Integrated Mortgage Rights Services.
[36] Republic of Indonesia. (1996). Law No. 4 of 1996 on Mortgage Rights over Land and Objects Related to Land.
[37]Anton Suyatno. (2018). Legal Certainty in Settling Bad Debts through the Execution of Mortgage Guarantees Without a Court Lawsuit Process. 2nd ed. Jakarta: Kencana Prenada Media Group.
[38]Ministry of Agrarian Affairs and Spatial Planning/National Land Agency. (2020). Ministerial Regulation No. 5 of 2020 on Electronically Integrated Mortgage Rights Services.

same time, the Land Office cannot reasonably be made responsible for material facts that are outside the documents and data available to its officers.[39]

The legal-consequence theory of R. Soeroso helps distinguish these outcomes. A technical error creates a duty to correct; failure to complete the file creates cancellation of the application; failure of registration means that the Mortgage Right has not arisen; an eligible post-issuance data error creates a correction mechanism; and falsification may produce civil, administrative, professional, or criminal consequences depending on the conduct and applicable law.[40]The consequences may also extend to third parties who rely on land records. Buyers, subsequent creditors, insolvency administrators, and other parties may make decisions based on electronic land information. If the record does not correspond to the original APHT, a third party may act on inaccurate information. Correction should therefore be transparent, traceable, and carried out by the competent authority so that the reliability of the land administration record is restored.[41]

Overall, the regulatory design reflects a graduated model of legal consequences. Not every defect destroys the underlying deed, and not every complete file proves the validity of the underlying legal act. The decisive question is whether the defect concerns the electronic service layer, the conformity of the data, or the legality of the original APHT. This differentiation is essential for legal certainty because it aligns the consequences with the stage and substance of the problem.[42]

3.4. Legal Certainty, Professional Responsibility, and the Reliability of HT-el

The central finding of the study is that HT-el should be understood as an integrated administrative environment rather than as a technology that replaces the legal architecture of Mortgage Rights. The service changes the route through which documents are submitted and processed, but the validity of the underlying deed continues to depend on statutory authority, formal requirements, and substantive content. Electronic processing therefore creates additional conditions of reliability without erasing traditional conditions of validity.[43]

Legal certainty is strengthened when the actors can predict the treatment of a defect. A clearly blurred file should be returned for technical correction; an

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[39]Fitriya Nurmayuvita Buditama, Indah Wahyuni Olii, & Theanya Putri Azizah. (2024). "Limitations of PPAT's Liability for Invalidity of Documents Completing Requirements in the Electronic Mortgage Rights System (HT-el)." Caraka Justitia Law Journal, 4(1), 31–50.
[40]R. Soeroso. (2021). Complete and Practical Civil Procedure Law: HIR, RBg, and Jurisprudence. Jakarta: Sinar Grafika.
[41]Dianastuti Damanto & Ana Silviana. (2024). "The Role of PPAT and the Validity of APHT According to the Electronic Mortgage Rights System." 17, 1032–1050.
[42]A'an Efendi & Freddy Poernomo. (2022). Legal Theory. Jakarta: Sinar Grafika.

inconsistent entry should be corrected against the original document; a serious juridical discrepancy should be clarified against the underlying deed and legal relationship; and a failure to correct within the statutory period should produce the specified procedural consequence. This predictability is more valuable than an assumption that every digital submission is automatically valid.[44]Professional responsibility is equally important. The PPAT is the actor who creates the APHT and controls the documents that are submitted into HT-el. The responsibility statement attached to the submission therefore has substantive significance. It should not be treated as a routine administrative formality. It represents an affirmation that the electronic document and its data correspond to the documents under the PPAT's control and that the original materials remain available for verification.[45]

The creditor also has a practical interest in accuracy because the creditor is the service applicant and bears the consequences if the registration process fails. The creditor should therefore verify the application data and respond efficiently to notices of deficiency, while respecting the PPAT's role concerning the deed and supporting documents. Coordination among the creditor, PPAT, and Land Office is necessary because an error at one stage may delay the entire registration sequence.[46]

The Land Office's role is best characterized as administrative-juridical control within its competence. Officers examine the information that can be read from the documents and compared with available records. This function is neither a purely mechanical acceptance process nor an unlimited inquiry into the material circumstances of the transaction. The boundary protects both institutional accountability and the proper allocation of responsibility among the actors.[47]The reliability of the system also depends on auditability. A digital land service should preserve a meaningful history of submission, correction, examination, and approval. Traceability is particularly important when a dispute later arises over who uploaded a document, when a discrepancy was identified, whether a correction was made, or why a certificate was issued. Without an adequate audit

[44] Kurnia Rheza Randy Adinegoro. (2023). "Analysis of Digital Transformation of Public Land Services: Electronic Mortgage Rights at the Ministry of Agrarian Affairs and Spatial Planning." Journal of Public Administration, 19(1), 26–49.
[45]Gabriel Amadeus Sitompul & Albert Lodewyk Sentosa Siahaan. (2024). "Analysis of the Making of a Statement of the Validity and Truth of Electronic Documents on Mortgage Certificates." Indonesian Legal Media, 2(4), 20–33.
[46]Andika Pratama, Dheina Zahridanti, & Muhammad Rehan. (2026). "Legal Responsibility of Land Deed Officials for Negligence in Registering Electronic Mortgage Rights (HT-el) from the Perspective of Legal Certainty for Creditors." Equality: Law and Social, 2(1), 20–30.
[47]Fitriya Nurmayuvita Buditama, Indah Wahyuni Olii, & Theanya Putri Azizah. (2024). "Limitations of PPAT's Liability for Invalidity of Documents Completing Requirements in the Electronic Mortgage Rights System (HT-el)." Caraka Justitia Law Journal, 4(1), 31–50.

trail, the digital record may be difficult to reconstruct and responsibility may become uncertain.[48]

The findings further indicate that electronic document validity has a technical dimension that cannot be separated from law. Scan quality, file integrity, storage, account security, and system reliability may appear technical, but they become legal issues when they determine whether a party can establish its rights or whether registration can be completed. The legal system therefore needs operational standards that translate statutory principles into consistent verification practices.[49]

The same point can be expressed through legal-system theory. A sound regulation is insufficient if institutional structures are unable to implement it consistently. Conversely, competent officers cannot guarantee reliability if the rules are unclear or users regularly ignore their obligations. HT-el requires the three elements—substance, structure, and culture to operate together.[50]The Cirebon findings are consistent with this integrated approach. The interview information shows that document examination is performed through comparison of the electronic APHT with the application, land data, and supporting documents, and that deficiencies are communicated for correction. This practice supports the proposition that the electronic document is not treated as an autonomous legal act but as a controlled representation of the APHT within the registration service.[51]

For future strengthening of HT-el, a standardized checklist would be useful to distinguish technical defects, administrative errors, and indications of juridical problems. Such a checklist could identify, at minimum, party identity, land object, deed number and date, debt relationship, Mortgage Right amount, completeness of pages and signatures, conformity with SKMHT and credit documents where relevant, and the status of corrections. The objective is not to expand the Land Office's authority beyond the law, but to make the exercise of existing authority consistent and auditable.[52]

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[48]Rita Susanti & Dwi Suryahartati. (2026). "Electronic Mortgage Rights System (HT-el) in Indonesia: Between Legal Protection and Professionalism of Legal Services." Jurnal Ragam Pengabdian, 3(1), Special Issue, 1860–1868.

[49]Nasep Vandi Sulistiyo, Auradian Marta, & Hari Wahyudi. (2024). "Implementation of Public Service Innovation in HT-el Services at the Pekanbaru City Land Office." 5, 358–372.

[50]Ulumuddin. (2023). "Implementation of Electronic Waqf Pledge Deed Policy in the Digitalization of Waqf Land Certification Acceleration from the Perspective of Lawrence M. Friedman's Legal System Theory." Maulana Malik Ibrahim State Islamic University. Page: 4

[51]Devi Yanti. (2026). Interview with Muplihudin, S.SiT., Cirebon Regency Land Office, July 31, 2026.

4. Conclusion

Electronic documents derived from APHT occupy a derivative legal position within HT-el. They function as representations and service requirements that transmit information from the original APHT into the electronic registration process; they do not constitute new APHT deeds solely because they are uploaded electronically. Their validity for service purposes depends on authenticity of origin, authority of submission, integrity, completeness, readability, availability, conformity, security, and traceability. The examination conducted by the Cirebon Regency Land Office operates as an administrative-juridical control over the submitted documents and the draft Electronic Mortgage Rights Certificate, while responsibility for the material truth of the underlying documents remains allocated according to the statutory roles of PPATs, creditors, and the Land Office. When defects are curable, the system provides an opportunity for correction; when the prescribed correction is not made, the application is canceled and the Mortgage Right has not arisen. The distinction between electronic-service defects and defects in the original APHT is therefore the key to maintaining legal certainty. It is recommended that the Land Office use a uniform verification checklist and maintain a complete audit trail for submission, notification, correction, examination, and approval. PPATs and creditors should conduct internal towards verifying the original APHT and supporting documents before uploading, while the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency should continue improving standards for electronic conversion, document security, traceability, and post-issue correction. These measures can strengthen the reliability of HT-el without changing the legal character of the APHT or expanding the Land Office's responsibility beyond the scope established by law.

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