

The Impact of Fiduciary Guarantee Registration Digitalization on Notary Due Diligence Compliance

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Abstract. *This study aims to analyze the impact of the digitalization of fiduciary guarantee registration on the role of notaries in ensuring compliance with due diligence in the preparation of fiduciary guarantee deeds. This study uses an empirical legal research method with a qualitative approach from a sociological perspective of law. Data collection was conducted through in-depth interviews with notaries who are also land deed makers, direct observation of electronic registration procedures, and documentation studies of laws and regulations, official manuals, and related cases. Then, it was analyzed descriptively qualitatively through data reduction, data presentation, and drawing conclusions. Based on the research, it was concluded that digitalization does not reduce the obligation of notaries to carry out due diligence, but rather expands it. The electronic system operates with a self-input model without automatic authentication. layered, also without cross-checking population data or data motor vehicles, and without the ability to detect digital documents that can manipulated, so that there is a substantial lack of verification that can fully given to Notary Public indirectly. Notaries are the sole gatekeepers of legality and bear civil, criminal, and administrative responsibility for input errors as small as one digit of the frame number. and population identification number. Compliance with due diligence must be guaranteed through multi-layered manual verification and through the formulation of guarantee clauses in the deed. fiduciary guarantee itself.*

Keywords: Digitalization; Fiduciary; Guarantee; Registration.

1. Introduction

Financing is one of main support from growth of the business sector, and in any financing sourced from external parties have risks that the inherent obligations that must be borne by the creditor, necessitating collateral as a guarantor for the receivables. Fiduciary collateral occupies a strategic position because it allows the debtor to retain control of the collateral while also providing a preferential

position for the creditor.¹ Within the framework of *das sollen*, the state then modernized fiduciary guarantee governance through digital registration, assuming that accelerated administrative processes would be directly proportional to increased legal certainty. Several previous studies have noted that the fiduciary digitalization policy emerged in response to the Industrial Revolution 4.0, which demands fast, affordable, and clean legal services, enabling registrations that previously took days to be completed in minutes.²

Normatively, electronic fiduciary guarantee registration has been in effect since 2013, shifting the application process from completing physical forms at the registration office to completing data independently through an online application. Research examining the implementation of electronic fiduciary guarantee registration has found that this system significantly simplifies and expedites the issuance of fiduciary guarantee certificates, allowing creditors to more quickly obtain the basis for execution rights over collateral that remains in the debtor's possession.³ This speed is a tangible achievement of the digitalization policy and is the reason why financing institutions have made certificate issuance time part of their internal service standards.

The reality on the ground (*das sein*) shows a picture that is not entirely in line with this assumption. The electronic registration system operates on a self-assessment model, namely accepting and processing whatever input is entered by the applicant without conducting substantial verification of the authenticity of the documents, the veracity of the parties' identities, or the conformity between the principal agreement and the collateral object. A study of the problems of registering fiduciary guarantees through an online system shows that the lack of an automated verification mechanism places the entire burden of data accuracy on the applicant, who in practice is the notary public as the authorized fiduciary recipient.⁴ Similar findings were presented in a study mapping the advantages and disadvantages of online fiduciary registration services, which concluded that

¹Badriyah, Siti Malikhatun. (2005). *Fiduciary Guarantees in Indonesia*. Semarang: Diponegoro University Publishing Agency. p. 4.

²Susilo, Adhi Budi. (2021). "Implementation of Fiduciary Policy as an Impact of Digitalization in the Industrial Revolution 4.0". in *J-EBI: Journal of Islamic Business Economics*, Volume 1 No. 1 June 2021, p. 117. url<https://ejournal.stais.ac.id/index.php/j-ebi/article/view/43> accessed on April 23, 2025, at 14:13 WIB.

³Sundhari, Sri. (2018). "Implementation of Fiduciary Guarantee Registration Electronically (Online)". in *MORALITY: Journal of Legal Studies*, Volume 4 No. 2 December 2018, page 161. url<https://jurnal.upgriplk.ac.id/index.php/morality/article/view/101> accessed on October 4, 2025, at 15:21 WIB.

⁴Maitsaa' Jaudah, Tsania. (2024). "Problems of Fiduciary Guarantee Registration through the Online AHU System". in *Borobudur Law and Society Journal*, Volume 3 No. 4 August 2024, page 183. url<https://journal.unimma.ac.id/index.php/blastal/article/view/11971> accessed on October 14, 2025, at 14:21 WIB.

system efficiency goes hand in hand with increased risks of input errors and network instability.⁵

The gap between normative expectations and empirical reality can be confirmed through legal events Which Concrete. The Semarang District Court once declared invalid and annulled a deed and fiduciary guarantee certificate in a motor vehicle financing dispute when it was revealed that the disbursement funds flowed into the account of an unauthorized party and the binding document was created based on a flawed legal relationship.⁶This kind of event prove that the electronic fiduciary guarantee certificate can be issued perfectly administratively even though the material foundation is wrong, because the system Which does not have the ability to detect defects in will, false identities, or discrepancies in the identity numbers of collateral items.

Previous research, most of which is still glued at the level of procedural description and inventory of the system's advantages and disadvantages. A study on the application of due diligence by notaries as proxies in online applications for registration of changes to fiduciary guarantee certificates has opened a discussion on the obligation of notary examinations, but the discussion more focused on the certificate change stage.⁷Another study on the impact of the industrial revolution on the digitalization of fiduciary policy Also more attention to macro policy aspects and the urgency of reform to regulations,⁸ temporary hat, The study of notary responsibilities in making electronic fiduciary guarantee registrations emphasizes responsibility after a dispute arises.⁹There has not been much empirical research exploring how digitalization shifts the burden of verification from the state to notaries and how this shift changes the standards of care that must be exercised before a deed is made.

⁵Leonardo, Andre., & Yakub, Yakub. (2025). "Advantages and Disadvantages of Fiduciary Guarantee Registration through the AHU Online Service System". in Sakato Law Journal, Volume 3 No. 1 March 2025, page 46. url<https://jurnal.umsb.ac.id/index.php/SLJ/article/view/6470>accessed on October 14, 2025, at 16:02 WIB.

⁶Dani, Umar. (2024). "Semarang District Court Cancels Fiduciary Guarantee Deed and Certificate". url<https://www.rmoljawatengah.id/>[Accessed April 23, 2025, at 21:20 WIB]

⁷Kurnia, Inez., Mulyati, ETTY., & Lubis, Nanda Anisa. (2022). "Implementation of Due Diligence by a Notary as an Attorney in the Application for Registration of Changes to an Online Fiduciary Guarantee Certificate." in Acta Diurnal Journal of Notary Law, Volume 5 No. 2, June 2022, p. 240. url<https://jurnal.fh.unpad.ac.id/index.php/acta/article/view/920>accessed on April 26, 2025, at 11:21 WIB.

⁸Noviandra, Nabila., & Santoso, Budi. (2023). "The Impact of the Industrial Revolution 4.0 on the Digitalization of Fiduciary Policy". in Notarius, Volume 16 No. 3 December 2023, p. 1521. url<https://ejournal.undip.ac.id/index.php/notarius/article/view/42305>accessed on October 16, 2025, at 10:26 WIB.

⁹Sidharta, Ridwan., Aryana, I Wayan Putu Sucana., & Dewi, Cokorde Istri Dian Laksmi. (2023). "Notary's Responsibilities in Making Electronic Fiduciary Guarantee Registrations". in Jurnal Aktual Justice, Volume 8 No 2 December 2023, page 93. url<https://ojs.unr.ac.id/index.php/aktualjustice/article/view/1102>accessed on April 25, 2025, at 14:02 WIB.

According to the author, this issue is important to identify because it concerns the earliest stages of the validity of the entire legal framework of fiduciary guarantees. If the verification gaps at the data input stage are not filled by the notary's careful attention, the issued certificate will only be formally valid. just, while materially can be said fragile. This fragility is usually only revealed at the time of execution, when the interests of both creditors and debtors have been harmed. In this case, even the slightest negligence in checking identity and legality on collateral objects do not only result in the cancellation of the certificate just, but also damages public trust in authentic deeds as perfect evidence and legitimate towards the notary profession as a whole.¹⁰Therefore, careful mapping of the impact of digitalization on the implementation of due diligence is a necessity. Enough urgent, good For protection of the notary profession and for legal certainty for the parties.

Based on the description that the author has presented above, this study aims to determine and analyze the influence of digitalization of fiduciary guarantee registration on the role of notaries in ensuring compliance with due diligence in making fiduciary guarantee deeds.

2. Research Methods

This study uses an empirical legal research method with a qualitative approach from a sociological perspective of law. This approach was chosen because the focus of the research is not limited to the formulation of norms for electronic fiduciary guarantee registration, but rather...toon how these norms are implemented, interpreted, and navigated by notaries when faced with online registration systems, digital documents, and the demands for speed from financing institutions. A sociological legal perspective allows researchers to read digitalization as a social process that changes work patterns and the structure of professional responsibilities, not simply as a change in administrative means just. The specification of this research is descriptive analytical. The research systematically and chronologically describes the series of actions carried out by a notary from receiving files from the applicant, examining the documents of the parties and the collateral object, making a fiduciary guarantee deed, inputting data into the electronic registration system, until the issuance of the fiduciary guarantee certificate, then analyzing the causal relationship between the characteristics of the electronic system and the burden of prudence that must be borne by the notary. The data collection method was carried out in three ways. First, a semi-structured interview with a source who has direct involvement with the research object, namely Notary and PPAT Brebes Regency, Mrs. Inawati, SH, M.Kn., which was conducted on October 16, 2025, guided by main questions regarding changes in verification patterns, system obstacles, problematic document cases, and risk mitigation strategies. Second, direct observation of the implementation of electronic fiduciary guarantee registration, including

¹⁰Akbar, Muhammad Rizqy Ali., Idayanti, Soesi., & Rakhmatullah, Bha'iq Roza. (2024). Due Diligence by Notaries in Online Fiduciary Guarantee Registration. Pekalongan: NEM Publisher. p. 7.

observation of the stages of filling in the identity of the fiduciary giver and recipient, filling in notarial deed data, filling in the main agreement data, filling in the description of the collateral object and the value of the guarantee, the process of paying non-tax state revenues, until downloading the certificate. Third, a documentation study of laws and regulations in the field of fiduciary guarantees, notary positions, and electronic information and transactions, the official online fiduciary registration manual, digital forms for fiduciary guarantee objects along with warnings attached to them, as well as news and documents on cases of cancellation of fiduciary guarantee deeds and certificates. The data analysis method used was descriptive qualitative with three stages. Data reduction was carried out by sorting informant statements, observation notes, and documents relevant to the implementation of due diligence. Data presentation was carried out by organizing the findings into thematic narratives and comparative tables. Conclusions were drawn by interpreting the relationship patterns between the characteristics of the electronic registration system, the scope of notary authority, and the level of caution required, then linking these to the theories of legal responsibility, the theory of authority, and the theory of cause and effect.

3. Results and Discussion

3.1. The Impact of Fiduciary Guarantee Registration Digitalization on the Role of Notaries in Ensuring Due Diligence Compliance

The digitalization of fiduciary guarantee registration has brought fundamental changes to notarial practice, particularly in the implementation of thorough examination of documents, parties, and collateral objects, which are prerequisites for the issuance of a valid fiduciary guarantee deed. The transformation from a manual mechanism to an electronic system is essentially aimed at creating efficiency, transparency, and bureaucratic acceleration, but this change indirectly shifts certain points of responsibility from service providers to notaries as the parties carrying out the verification function. Before digitalization was implemented, notaries played an active role in ensuring that all data listed on the registration form had been thoroughly verified through physical inspection of documents and direct interaction with applicants at the fiduciary registration office, so that proof of the authenticity and material truth of the information took place in a more controlled and layered mechanism.¹¹

The implementation of an electronic fiduciary guarantee registration administration system is intended to ensure that services are safe, convenient, fast and clean at all fiduciary registration offices.¹² However, after the electronic system was running, the process changed significantly: the system only received and processed digital data input without conducting substantial verification of the authenticity of documents, the truth of identity, or the conformity between the

¹¹Lumban Tobing, GHS (1999). Regulations on the Position of Notary. Jakarta: Erlangga. p. 5.

¹²Susilo, Adhi Budi. Op.cit. p. 117.

principal agreement and the fiduciary object.¹³This change results in notaries bearing much greater responsibility, because all data input into the system is considered valid and correct and is not further verified by the state, so that the potential for input errors, whether intentional or not, has a direct impact on the responsibility of the notary profession.

It should be emphasized that the granting of fiduciary collateral is an additional agreement (*accessoir*) to a principal agreement. If the principal agreement is terminated, the fiduciary agreement is also terminated, and a fiduciary agreement cannot exist without a prior debt agreement. This *accessoir* character is why the notary's examination must not stop at the collateral document, but must penetrate to the validity of the principal agreement that serves as its parent. Electronic registration of fiduciary collateral simplifies and expedites the process, providing legal certainty for creditors and debtors. With the issuance of a fiduciary collateral certificate, creditors feel confident and secure when executing collateral held by the debtor.¹⁴However, this confidence is only based if the data underlying the certificate is true, and that truth depends entirely on the work of the notary upstream.

Digitalization therefore not only brings convenience but also requires notaries to uphold a higher standard of care. Notaries are required to ensure not only the formal validity of documents but also their material accuracy through examinations that include verifying the identities of the parties, verifying the validity of the principal agreement, ensuring the legality of the collateral, and verifying the conformity between the physical document data and the data to be uploaded digitally.¹⁵This is in line with the principle of caution in notary practice which requires notaries to act carefully, thoroughly and impartially.¹⁶In the digital era, these obligations have not been reduced, but rather strengthened, because digitalization opens up space for new risks in the form of electronic document forgery, data discrepancies due to input errors, and the potential for criminal acts that exploit the lack of electronic system verification.¹⁷The online registration system does speed up the issuance of certificates, but it lacks an authentication mechanism capable of guaranteeing the substantial validity of the documents, so the notary remains the sole party ensuring the legality of the entire process.

This situation places the notary in the position of gatekeeper of legality, ensuring that all formal and material requirements for the deed are met. In practice, the

¹³Sjaifurrachman., & Adjie, Habib. (2011). *Aspects of Notary Accountability in Making Deeds*. Bandung: Mandar Maju. p. 13.

¹⁴Sundhari, Sri. Op. cit. pg 161.

¹⁵Salim HS. (2016). *Development of Guarantee Law in Indonesia*. Yogyakarta: Ar-Ruzz Media. p. 21.

¹⁶Sitorus, Sarwedi. (2018). "Legal Opinion and Legal Due Diligence". in *Hikmah*, Volume 15 No. 2 December 2018, page 174. url<http://e-jurnal.staisumatera-medan.ac.id/index.php/hikmah/article/view/38> accessed on August 26, 2025, at 09:00 WIB.

¹⁷Navisa, Fitria Dewi., & Sunardi, Dwi. (2024). *Regulations on the Position and Professional Ethics of Notaries*. Semarang: Thalibul Ilmi. p. 8.

notary must conduct a more detailed examination of the financing agreement that forms the basis of the fiduciary guarantee deed, including the credit value, identity of the collateral, proof of ownership, and legality of the agreement. This examination is crucial because electronic systems only accept input data without cross-checking it with other databases, such as population data or motor vehicle data.¹⁸As a result, notaries must conduct verification using manual inspection methods more carefully, even though the registration process has shifted to digital. This means that the notary's role is not diminished; instead, it assumes responsibility for ensuring the authenticity of the data. Each verification step becomes a crucial part of the notary's accountability should a dispute arise in the future.

Interview findings support this reading. Ms. Inawati, SH, M.Kn., a notary and land deed official (PPAT) based in Brebes Regency, emphasized that while digitalizing fiduciary registration brings many procedural conveniences, it also increases the notary's responsibility to ensure document accuracy. She stated:

"The AHU Online system is fast, but speed is no substitute for thoroughness. While previously, officers at the Fiduciary Registration Office would review physical documents, now we are responsible for all of this. The system relies solely on what we upload. So, if there are any incorrect inputs, the notary is solely responsible."¹⁹

The source also said that digitalization means notaries have to examine documents in much more detail than before, because the risk of digital document forgery continues to increase:

"I once handled a client whose identity turned out to be problematic. The photo was good and looked authentic, but when I checked with the Civil Registration Office (*Dukcapil*), there were discrepancies. If I simply trusted that and uploaded the data, the fiduciary certificate would be issued based on an invalid document. This could be very dangerous for a notary."²⁰

These two statements demonstrate that digitalization does not diminish the obligation to perform thorough checks, but rather strengthens the notary's position as the last line of defense, safeguarding legality and ensuring the accuracy of data before it is entered into the system. The notary's obligation to ensure the accuracy of data has long been affirmed in notarial law and notarial doctrine, which states that authentic deeds must be prepared based on a thorough examination of the parties' identities and legal capacity.²¹Digitalization doesn't

¹⁸Adjie, Habib. (2008). Indonesian Notary Law. Bandung: Refika Aditama. p. 13.

¹⁹Interview with Inawati, SH, M.Kn., Notary and PPAT of Brebes Regency, Brebes, October 16, 2025.

²⁰*Ibid.*

²¹Abdullah, Nawaaf., & Chalim, Munsyarif Abdul. (2017). "The Position and Authority of Notaries in Making Authentic Deeds". in Jurnal Akta, Volume 4 No. 4 December 2017, page 662. url<https://jurnal.unissula.ac.id/index.php/akta/article/view/2508> accessed on May 14, 2025, at 20:17 WIB.

eliminate this principle, but it does change its implementation: whereas verification previously relied on physical documents that were relatively difficult to falsify without a trace, notaries now face the challenge of ensuring the authenticity of digital documents, which can be more easily manipulated through technologies such as artificial intelligence to create doctored images. This risk makes the audit obligation more demanding, as the potential for error stems not only from negligence on the part of the parties but also from the vulnerabilities of the electronic system itself. Therefore, the digitalization of fiduciary guarantee registration represents only a change in tools, not a change in principles, so that the notary's professional responsibility remains intact and cannot be transferred to the system.

The shift in verification structure before and after digitalization can be mapped as shown in the following table.

Table Shifts in Fiduciary Guarantee Registration Verification Mechanisms Before and After Digitalization

Aspect	Before Digitalization	After Digitalization
Submission pattern	Physical forms are submitted to the registration office	Independent data input into the online system
Verification layer	Two layers: notary and registration office officer	One layer: notary
Object of officer inspection	Physical files and completeness of documents	There was no substantial inspection by the officers.
Data mismatch detection	Made possible through physical file matching	Not automatically available
Certificate issuance time	Count of days	Minutes after payment
Point of responsibility burden	Divided between notaries and agencies	Fully attached to the notary

Source: processed from the results of interviews, observations, and documentation studies, 2025.

Digitalization has also given rise to a new typology of cases demonstrating that system speed does not always align with the thoroughness of document verification. One example that has emerged in practice is a dispute between a financing company and a debtor when it was discovered that the data on a collateralized vehicle differed from the actual data at the time of collateral withdrawal. In one case that came to the attention of law enforcement officials, an electronic fiduciary guarantee certificate had been issued, but it was later discovered that the vehicle chassis number on the financing document did not match the physical vehicle chassis number due to an input error by the applicant that was not fully verified. This error resulted in the certificate being declared administratively invalid, and the financing company had to re-register, resulting in both material losses and time. This example demonstrates that a self-assessment data input model opens the door to errors that directly impact the notary's liability, as the system cannot detect inconsistencies between the original document and the uploaded data.

Another example occurred at a finance company in Central Java, where fictitious debtors were discovered using digitally manipulated population documents. The registration system still accepted the documents because it lacked biometric verification or automatic population matching capabilities. This situation necessitated increased manual audits, for example through official population applications or direct confirmation with the lender. This situation demonstrates that digitalization does not automatically improve accuracy; on the contrary, it increases risks if notarial audit standards are not tightened.

From the perspective of legal responsibility theory, this shift has serious consequences. The notary's responsibility for the formal and material accuracy of the deed is inherent in his position and remains unchanged even though his work tools are transformed into digital, so that every input error creates legal risks that directly impact the notary, both in the civil realm in the form of a lawsuit for damages based on unlawful acts, the administrative realm in the form of job sanctions, and the criminal realm if there is evidence of intent in including false information in an authentic deed. The recognition of electronic information and electronic documents as an extension of valid evidence in Indonesian procedural law further emphasizes these consequences, because the data uploaded by the notary into the registration system has evidentiary power and can be used as a basis for assessing the notary's accuracy in the future.

Nevertheless, the positive impacts of digitalization cannot be ignored. Accelerated certificate issuance, bureaucratic efficiency, and easy access to fiduciary archives, which previously required days to print manually, represent massive technological advances. With an electronic system, the entire registration process can be completed in minutes after data input and non-tax state revenue payments are made, reducing notary office operational costs and accelerating client service. However, the negative impacts must also be considered, particularly because the system lacks an automatic document validation mechanism, opening up opportunities for data input errors and digital document forgery. When system server disruptions occur, which can occur during peak hours, notaries indirectly face pressure from lenders who depend on the speed of registration disbursement. Thus, digitalization simplifies administrative processes but also significantly increases the burden of responsibility placed on notaries.

From the overall description in this sub-chapter, it can be stated that the digitalization of fiduciary guarantee registration is a phenomenon that reinforces the urgency of compliance with due diligence. Online systems create administrative efficiency, but leave substantial verification gaps, which must be filled by notaries by tightening document checks and ensuring that all inputted data has been verified. Digitization does not diminish the role of notaries; rather, it increases the standards of professionalism, responsibility, and accountability of notaries in the preparation of fiduciary guarantee deeds. Its impact is twofold: on the one hand, it provides ease of access and efficiency, while on the other hand, it

demands increased quality of inspections that are more stringent, meticulous, and responsible in order to maintain the integrity of the deed and legal certainty for the parties.

3.2. Challenges for Notaries in Carrying Out Due Diligence After the Digitalization of the Registration System

The digitalization of fiduciary guarantee registration creates significant changes to the legality checking mechanism that has previously been the primary authority of notaries, because the electronic system shifts the verification pattern that previously involved manual officers to a self-input mechanism that fully relies on the notary's accuracy in ensuring that all uploaded data and documents are correct and have been substantively verified.²² This change poses a major challenge in carrying out checks on the identity of the parties, the legality of the collateral object, the conformity of the main agreement documents, and the validity of proof of ownership, because the Samsat or *Dukcapil* systems do not provide an automatic checking feature for uploaded data, so that notaries must carry out manual verification with a higher level of accuracy compared to the pre-digitalization period.²³

Normatively, registration of a fiduciary guarantee is the obligation of the fiduciary recipient, namely a bank or financial institution. However, in practice, the fiduciary recipient submits the registration to the same notary who prepares the fiduciary guarantee deed, so that the deed preparation and registration functions are combined in one subject. During online registration, the applicant is also required to fill in the identity of the fiduciary giver and recipient, which can be a company or an individual. Then, fill in the notarial deed data, including the fiduciary guarantee deed number, date, name, and domicile of the notary. Next, the applicant fills in the data of the principal agreement being guaranteed, consisting of the type of agreement, the agreement content, and the debt amount. The most crucial part is recording the objects that are the object of the fiduciary guarantee and the amount of the guarantee. All of this data is based on the data provided by the fiduciary recipient. Once completed, the applicant saves the data into a database, makes payment, and the fiduciary certificate can be directly downloaded from the same platform.²⁴ This flow shows that the only filter for material truth in the entire flow is the examination carried out by the notary before the registration process is carried out.

The existence of a registration system plays an important role in providing legal certainty, because with the issuance of a fiduciary guarantee certificate, third

²²Maitsaa' Go away, Tsania. Op. cit. pg 183.

²³Leonardo, Andre., & Jacob, Jacob. Op.cit. p. 46.

²⁴Directorate General of General Legal Administration, Ministry of Law and Human Rights, Republic of Indonesia. (2013). Online Fiduciary Guarantee Registration Guide. urlhttps://portal.ahu.go.id/uploads/45226_PanduanFidusiaOnlineVer1.3.pdf [Accessed October 14, 2025, at 21:41 WIB]

parties can find out the legal status of the guarantee object so that the potential for future disputes can be reduced, while also providing a preferential position to the creditor receiving the fiduciary if the debtor is declared bankrupt or liquidated.²⁵ However, precisely because certificates are so powerful, flaws in the underlying data have the potential to cause significant losses. Notaries remain fully responsible for the material and formal accuracy of the deed, and this principle remains unchanged despite the digital transformation of the process.²⁶ A notary's authority to perform these functions stems from the Notary Law, which grants other powers as stipulated in statutory regulations. Acknowledging the validity or accuracy of electronic documents provides proof of the data to be or has been uploaded. Consequently, errors in electronic data are not merely administrative errors but also those that can be tested in court.

The first and most prominent challenge is the system's vulnerability, which lacks an automated cross-check mechanism. Uploaded identity data and ownership documents are not verified against the national population database or the motor vehicle database. Therefore, if there is a typo in the vehicle chassis number, an error in uploading identity documents, or an inconsistency between the principal agreement and the fiduciary deed, the system still processes the registration and issues the certificate. This audit burden places a heavy burden on notaries, who must manually review each document to prevent the issuance of legally flawed certificates. These vulnerabilities are mapped in the following table.

Table Vulnerability Points of the Electronic Registration System and Mitigation Measures by Notaries

System vulnerability points	Legal risks that arise	Form of manual mitigation by a notary
There is no verification of the authenticity of the identity card	Certificate issued for stolen or fictitious identity	Checking through the official population application and physical matching of the applicant
No optical reading of document numbers	Typing of ID number and chassis number incorrectly	Layered re-reading and cross-matching with original documents
No cross-check with national databases	The collateral object does not match the factual conditions	Confirmation with the document issuing agency and credit provider
No warnings for abnormal data	Material defects are not detected until execution	Test the reasonableness of credit value, collateral value, and identity of the object
System instability and payment code failure	Delays and risks of double registration	Rescheduling input taking into account the registration deadline

Source: processed from the results of interviews, observations, and documentation studies, 2025.

²⁵Siregar, Ahmad Muhajir., et al. (2025). "Legal Analysis of Fiduciary Guarantees in the Provision of Business Capital by Creditors." in ISNU SU Friends Journal, Volume 2 No. 1 January 2025, page 27. url<https://journal.isnu-sumut.org/index.php/jisnu/article/view/732> accessed on October 14, 2025, at 22:45 WIB.

²⁶Raharja, I Bagus Putu. (2024). "Due Diligence in The Execution of Office and The Legal Consequences for Notaries". in Notarial Notarial Journal, Volume 9 No 2 November 2024, page 90. url<https://ejurnal.warmadewa.ac.id/index.php/notariil/article/view/10850> accessed on August 26, 2025, at 09:12 WIB.

These challenges are compounded when the submitted digital document undergoes visual manipulation, such as a modified resident identity card or vehicle registration certificate, which is increasingly difficult to detect without biometric verification or direct verification through the relevant agency's official services. This situation increases the risk of notaries becoming victims of digital document fraud if verification is not carried out strictly, thus increasing the urgency of using multi-layered verification methods, including direct confirmation with the issuing agency or ensuring the validity of the document through the identity barcode, if available. Within this framework, the existence of an electronic certificate attached to an electronic signature actually provides assurance to the signer and has high legal force.²⁷ However, this guarantee only works at the signature stage, not at the stage of verifying the substance of the uploaded document.

The second challenge is technical and administrative, with system instability sometimes experiencing disruptions, particularly during peak hours when many financing institutions are submitting applications simultaneously. When the system is disrupted, notaries cannot continue the process even if the documents have been reviewed and declared complete. Consequently, notaries also face pressure from lenders who demand same-day certificate issuance for the sake of financing disbursement.²⁸ Similar issues also occur in payment systems connected to cashless payment applications: when a request is submitted, a billing code notification should be received immediately, but in practice, the verification code often doesn't arrive for more than one, two, or three hours, or is entered in an invalid state, resulting in failed payments due to billing expiration. This is despite the billing code having to be paid within seven days. Notaries generally address this by waiting for a seven-day grace period and re-entering the data, while still observing the registration period. Failure to do so can result in duplicate registrations, rendering the database inaccurate, invalid, and lacking legal certainty.²⁹ Digitalization thus does not necessarily reduce risk, but shifts the risk from manual inspection errors to procedural risks that are beyond the notary's control but are still accountable to him.

Based on the author's observations while assisting with the electronic fiduciary guarantee registration process, system disruptions are not always limited to slow response times during peak hours, but sometimes involve complete service

²⁷Noviandra, Nabila., & Santoso, Budi. Op.cit. p. 1521.

²⁸Mayana, Ranti Fauza., Santika, Tisni., & Cintana, Zahra. (2022). "The Role of Notaries in the Implementation of Intellectual Property-Based Financing for Creative Industry Businesses in Indonesia." in ACTA DIURNAL Journal of Notary Law, Volume 6 No. 1 December 2022, page 131. url <https://jurnal.fh.unpad.ac.id/index.php/acta/article/view/1077> accessed on October 15, 2025, at 09:41 WIB.

²⁹Widyawati, Ana., Suharno, Suharno., & Khaerudin, Ahmad. (2022). "Obstacles in the Implementation of Fiduciary Guarantee Registration during the Covid-19 Pandemic." in the Serambi Hukum Research Journal, Volume 15 No. 2, August 2022, page 3. url <http://www.journal.uniba.ac.id/index.php/SH/article/view/569> accessed on October 17, 2025, at 11:05 WIB.

interruptions. These disruptions occur in at least three ways. First, system maintenance by the administrator, either announced in advance or sudden, can result in the registration page being completely inaccessible for a certain period of time. Second, a bad gateway error occurs just as the applicant presses the process button, preventing the entered data from being saved and requiring the notary to start filling out the form from the beginning, including retyping all the parties' identities and a lengthy description of the collateral. Third, the system can crash completely, interrupting the entire registration process, from data storage and billing code issuance to certificate download.³⁰

These three forms of disruption have the same legal consequences: the registration deadline approaches, but notaries lose the means to meet it. This situation is further complicated by internal system disruptions that excuse notaries from delays. Notaries receive no evidence from AHU Online that the data upload failure originated from the system. Therefore, if the timeliness of registration is challenged at a later date, the notary is in a difficult position to prove that the delay was not due to negligence. In practice, notaries circumvent this by saving screenshots on office equipment along with the time stamp as self-documentation, something that is not actually a notary's job obligation but is forced to do for self-protection. This reaffirms the same pattern: risks stemming from the system ultimately hold the notary responsible.

The third challenge is shifting the burden of data input entirely to notaries. Before digitization, some documents were reviewed by the fiduciary registration office, providing a multi-layered verification mechanism. However, the system now places all input responsibilities on notaries, including ensuring the accuracy of collateral data, re-examining vehicle serial numbers, and ensuring that the debtor and creditor have the legal capacity and authority to bind themselves. As a result, even the smallest typing error can result in the cancellation of a certificate or the nullification of a fiduciary agreement. A concrete example from field findings shows that a single-digit difference in a vehicle's chassis number, for example, from the last digit of four to five, is enough to trigger a chain reaction: the certificate is deemed unrelated to the actual object; the creditor fails to execute when the debtor defaults; the certificate must be canceled and re-registered; the notary is held responsible for administrative errors; and the potential for civil lawsuits from financing companies opens up. Errors that may technically seem trivial actually carry significant legal weight.

The fourth challenge relates to the cybersecurity of the registration system, an aspect that has received little attention in notarial studies. From a user perspective, the protections visible on the fiduciary registration service's login website essentially consist of automated checks to distinguish humans from machines (bot checkers), without additional authentication such as two-step

³⁰The author's observations at the Notary Office of Inawati, SH, M.Kn., Brebes Regency, October 2025.

verification for applicant accounts. Yet the data flowing through this system is not general data, but rather the national identification numbers of the fiduciary giver and recipient, residential addresses, credit scores, vehicle chassis and engine numbers, and even the contents of the principal agreement that forms the basis of the binding agreement. Simply put, a single registration file contains nearly the entire financial profile and identity of a debtor.³¹

For notaries, this vulnerability directly impacts their obligation to maintain the confidentiality of the deed and all information obtained in the course of their duties. Notaries submit the parties' data to a system whose security is completely beyond their control, yet the obligation of confidentiality remains with them. A further, more fundamental issue arises: if the data stored in the database changes due to unauthorized access, it is unclear who is responsible for any discrepancies between the notary's deed and the data contained in the certificate. This security deficiency makes careful review by notaries even more crucial, as the minutes of the deed and the supporting documents held by the notary are the sole basis for electronic data security.

The above description is an assessment of security standards as seen from the perspective of service users, not a statement that the system has been compromised. Therefore, independent and regular security testing of the fiduciary guarantee registration system is worthy of further investigation, given that the enforceability of fiduciary guarantee certificates rests entirely on the accuracy of the data linked therein.

The interview results provide empirical confirmation of all these challenges. Regarding system instability, the interviewee stated:

"The AHU system is very helpful because it's fast, but frankly, errors sometimes occur, especially during the day. Many clients don't want to know; they just want the certificate ready that day. But if the system is having problems, there's nothing we can do. And the notary is still blamed."³²

Regarding the vulnerability of digital documents, the source emphasized:

"Nowadays, document forgery is very sophisticated. ID cards can be edited, vehicle registration documents can be cut and pasted. Fiduciary certificates can be issued based on falsified data. The risk isn't just to the client, but also to the notary, who might be perceived as being careless."³³

The source illustrated this challenge with an experience when an applicant presented with population identification documents for vehicle financing. While the documents appeared to be genuine, a check through the official population

³¹Ibid.

³²Interview with Inawati, SH, M.Kn., Notary and PPAT of Brebes Regency, Brebes, October 16, 2025.

³³Ibid.

registration application revealed that the population identification number had been reported lost by the original owner, indicating the identity used was stolen. Regarding this incident, the source stated:

"If I simply believed that, I would definitely upload false data to the system. The certificate would be issued. And when problems arose, the notary would be blamed for being careless. This is the challenge in the digital age."³⁴

Regarding the data input burden, the source added:

"The system only accepts what we type. If there's a mistake in a single digit, such as a single digit in the chassis number, it can have fatal consequences. And the system doesn't notify us if the data is odd or incorrect. Ultimately, the notary is the one who suffers."³⁵

This series of statements demonstrates that digitalization demands the adaptation of new competencies for notaries, including high accuracy, technological understanding, vigilance against digital document manipulation, and the ability to manage service risks when systems experience problems. These are not explicitly stipulated as job requirements, but in practice, they determine whether a notary can withstand the legal risks inherent in each registration.

Analyzed using the theory of cause and effect, the challenges faced by notaries are the logical consequence of a series of causes arising from changes in the system, data input mechanisms, and interactions between parties in electronic registration. The digitalization of the registration system is the primary driver of changes in notary work patterns, as the system shifts from numerous verification processes previously performed by administrative staff to the full responsibility of the notary. This change creates risks such as an increased likelihood of input errors, system limitations in document verification, and the potential for undetected digital data manipulation. Due to time pressures from financing institutions that view digital processes as essential for efficiency, notaries often find themselves under pressure when processing registrations even when documents are not fully verified. Other causes include system instability, which creates administrative obstacles that prevent notaries from completing registrations on time. While the lack of integration with national databases such as the Samsat (State Officials Office) or *Dukcapil* (Civil Registry) results in the need for manual cross-checking through other applications, which increases the workload and increases the opportunity for human error. The theory of cause and effect emphasizes that every obstacle experienced by a notary is not an isolated incident, but rather a series of consequences resulting from digitalization that is not yet fully mature, so that all consequences return to the notary as the party responsible for the accuracy of the data and the material truth of the deed.

³⁴Ibid.

³⁵Ibid.

Analyzed using the theory of authority, this challenge can be understood as an imbalance between the authority granted by the state and the legal responsibility inherent in every notary's actions. The theory of authority states that public officials can only act based on the authority granted by law, therefore, actions must adhere to legality. Notaries are authorized to ensure the formal and material accuracy of deeds based on the law on notarial office and the principle of authentic deeds. However, the digitization of fiduciary registration does not increase the notary's authority, but rather narrows the scope for verification, which previously could be conducted through inspections at the registration office. Notaries do not have the authority to directly access or verify population and vehicle data within the registration system, requiring them to seek alternative verification methods outside the system. This limitation creates a situation where the system accepts every data upload without substantial validation, while the notary's responsibility is actually substantial. In other words, notaries are responsible for data they cannot directly verify through the main system. The theory of authority also explains that notaries do not have the authority to correct system errors, change data after submission, or control network disruptions. However, all administrative risks and creditor complaints remain directed to them because the registration authority is granted to notaries. Digitalization brings with it an expansion of responsibilities without a corresponding expansion of verification or system control powers, and this imbalance ultimately requires notaries to operate with much greater caution before data is uploaded.

3.3. Formulation of Fiduciary Guarantee Deed as an Instrument of Notary Compliance with Due Diligence

There is no verification in the electronic system, as the author has described above, which cannot be completed by a notary. In this case, the only means completely under the notary's control is the fiduciary guarantee deed itself. The deed is not merely an agreement between the parties, but also a written record of the examination conducted by the notary. Through careful formulation of comparisons, premises, and clauses, the notary can ensure that the parties' identities have been identified, their legal capacity has been verified, their legal relationship to the collateral has been declared, and its relationship to the principal agreement has been confirmed. Therefore, the deed has double proof: it proves the contents of the agreement for the parties and simultaneously proves the notary's thoroughness if allegations of negligence arise later.³⁶

In the deed header, the notary's adherence to thorough examination is evident in the inclusion of the day, date, and time of the appearance, the basis for determining the notary's office area, and the presence of witnesses known to the

³⁶Zulfikar, Zulfikar. (2024). "Digitizing Notarial Deeds as a Challenge and Opportunity in Maintaining the Integrity of Legal Documents." in Lex Lectio Law Journal, Volume 3 No. 2 June 2024, p. 95. url<https://jurnalgrahakirana.ac.id/index.php/JLL/article/view/94>accessed on August 21, 2025, at 15:12 WIB.

notary. This detailed time is not merely a formality. It serves as a sign that the parties are actually present before the notary at a specific time. In this case, this marker is even more important, considering that most of the subsequent process takes place electronically and without face-to-face contact with the registration agency.

In the comparison section, the notary records the complete identity of the fiduciary grantor, including name, place and date of birth, nationality, occupation, address down to the neighborhood and citizen association level, and resident identity card number. The completeness of the personal data is the result of a population document examination, which the author has described in the previous subchapter. There is no verification at all by the registration system, so the notary must be careful and thorough. In the deed the author analyzed, the fiduciary grantor, who is bound by marriage, appears with his wife. The wife is also present, signs the deed as a sign of consent, and her identity is also fully stated. The spousal consent clause is a form of examination of the authority to act on joint assets. The absence of this clause has the potential to make the collateral burden subject to lawsuits by parties who do not provide their consent.

For fiduciary recipients in the form of legal entities, the deed contains a much longer series of examinations, namely the name of the official appearing, their position, the basis of the power of attorney along with its number and date, the position of the principal as a director, and the history of the establishment and amendments to the articles of association of the legal entity. This history itself is further detailed into the number of the deed of establishment, the name of the notary who made it, the number of the decision ratifying the legal entity, and announcements in the state gazette, up to the recording of changes to the legal entity's administrative system. According to the author, the inclusion of this corporate history is a concrete form of examination of authority. Without such an investigation, the notary cannot confirm whether the person signing the deed is indeed authorized or not to represent the legal entity receiving the fiduciary. The closing phrase of the comparison stating that the appearers are known to the notary confirms that the obligation to identify the parties has been fulfilled as the first step in the examination.

The premises section examines the accessory nature of the fiduciary guarantee. The deed states that the fiduciary grantor and fiduciary recipient have created and signed a credit agreement deed with a specific number and date, a photocopy of which is attached to the minutes of the deed. In this case, attaching a photocopy of the principal agreement to the minutes is an important compliance practice, as it provides physical evidence that the notary did not create the fiduciary guarantee deed without reviewing the guaranteed agreement. The next premises state the amount of the credit limit received, as well as a statement that the guarantee is provided to guarantee the repayment of the principal debt, interest, and other costs arising from the credit agreement. This series of statements ensures that

there is a match between the debt amount in the principal agreement, the guarantee amount in the deed, and the data that will later be input into the registration system. Therefore, one of the inconsistencies that most often give rise to disputes can be resolved or avoided from the start.

The description of the fiduciary object in the deed includes the brand, type, year of manufacture, chassis number, engine number, color, license plate number, and owner's name as stated on the proof of ownership. This is where the notary's adherence to thorough inspection is most rigorously tested. As the author explained in the previous subchapter, a single-digit error in the chassis number can result in the certificate being deemed unbinding to the actual object, resulting in failed execution. The multi-step inspection practice presented by the resource person, namely rereading the data two to three times before sending, is actually a security mechanism that operates simultaneously on both the contents of the deed and the electronic form. The conformity of both must be ensured first, considering that the deed serves as a reference for the certificate, while the certificate serves as the basis for execution.

Clauses within the body of the deed can also be read as a means of accuracy. The clause stating that the encumbrance is placed at the location of the object and that the object remains under the control of the fiduciary grantor as borrower emphasizes the *constitutum possessorium* character of the fiduciary and secures the legal status of the object. The clause containing the fiduciary grantor's guarantee that the object truly exists and is his/her own, that no other party has any rights to it, that it is not involved in any legal proceedings or disputes, that it is not under encumbrance, and that it has never been pledged in any way to any other party is a clause that directly covers the risk of re-fiduciary and ownership disputes. Such risks are completely undetectable by the registration system. The clause exempting the fiduciary grantee from all claims by other parties actually strengthens the transfer of such risk to the party most familiar with the condition of the object.

The inspection function even extends beyond the signing of the deed. The article concerning the fiduciary recipient's right to inspect the condition of the object, documents, and related letters during working hours, along with the obligation to report monthly on the condition and whereabouts of the object, establishes supervision as an ongoing obligation. The article concerning the replacement of objects that are no longer fit for use, along with the requirement to include this in an addendum, ensures that the data on the certificate aligns with the object's actual condition. Furthermore, the article concerning the prohibition on re-fiduciary assignments, the prohibition on transfers without the consent of the parties, the obligation to insure the object, and the fiduciary recipient's right to collect and sell the object in the event of negligence, completes the framework of protection. With such a structure of clauses, the deed remains operative even if the electronic system does not provide substantial security.

Table Fiduciary Guarantee Deed Clauses and the Due Diligence Compliance Functions They Assume

Deed section	Main content	Due diligence compliance function
Head of deed	Day, date, time, basis of area of office, presence of witnesses	Ensure the real presence of the parties and the authority of the notary
Individual comparison	Complete identity and consent of the partner	Testing the identity and authority to act on joint property
Comparison of legal entities	Power of attorney, history of establishment and changes to the articles of association	Testing the capacity and legitimacy of legal entity representatives
Premise	Designation of credit agreement and attachment of photocopy	Ensure the nature of the accessoir and suitability of the debt value
Object description	Brand, type, year, chassis number, engine number, police number	Eliminates the risk of input errors and object mismatches
Fiduciary guarantee clause	Statement free from disputes, encumbrances and other encumbrances	Covering the risk of re-fiduciary and ownership defects
Audit and reporting clause	Creditor inspection rights and periodic reports	Maintain data conformity with the factual state of the object

Source: processed from analysis of fiduciary guarantee deeds research results, 2025.

The due diligence established in the deed must be maintained through to the end of the document. The fiduciary guarantee registration statement contains the identity of the fiduciary grantor and grantee, the amount of the guaranteed debt, the principal agreement number, the guarantee value, the guarantee period, and details of the collateral object, including category, brand, type, chassis number, engine number, proof of ownership, and value of the object. All of this is accompanied by the deed number and date, along with the name and position of the notary public who issued it. The fiduciary guarantee certificate then contains valid data, plus the irah (injunctions) that grant executorial powers. This step-by-step arrangement demonstrates one important point. Any error in the deed will be automatically reproduced in the registration statement and the certificate, with no single step allowing for correction. Therefore, the consistency of these three documents is the most measurable benchmark for a notary's compliance with thorough inspection, and their matching before data is sent is a quality control measure that cannot be replaced by any feature in an electronic system.

Based on the analysis outlined above, the careful and precise preparation of a fiduciary guarantee deed ultimately addresses the verification gap left by the electronic registration system. A deed that fully identifies the parties, outlines the basis for their authority to act, specifies the principal agreement and its attachments, accurately describes the collateral, and provides a guarantee clause

that addresses the risk of multiple ownership and encumbrances will place the notary in a position of accountability should a dispute arise in the future. Conversely, a deed that is drafted in a concise manner and relies solely on the applicant's unilateral statement leaves the notary without legal protection. This is because the electronic system never records the notary's inspection process. The system only records the final result, namely the data uploaded to the server.

4. Conclusion

The digitalization of fiduciary guarantee registration has proven to significantly impact the role of notaries in ensuring compliance with due diligence when creating fiduciary guarantee deeds. This impact expands rather than relieves notaries' responsibilities. Electronic systems offer accelerated processes, ease of access, and simplified bureaucracy, but lack automated verification mechanisms capable of ensuring the authenticity of identity, the accuracy of collateral data, or the integrity of uploaded digital documents. Consequently, the entire burden of verifying legality and material accuracy falls back on notaries. This situation creates significant challenges, including technical challenges in the form of a lack of cross-checks, system disruptions, bad gateways, system downtime, and cybersecurity vulnerabilities, whose protection still relies solely on automated checkers; administrative challenges in the form of shifting responsibility for data input, so that a single-digit error in the frame number can invalidate the certificate; legal challenges in the form of potential civil, criminal, and administrative sanctions; and psychological challenges in the form of time pressure from financing institutions, as emphasized by sources in this study. Thus, fiduciary guarantee deeds and their clauses serve as a reliable means of compliance. This is because the deed records the identity, authority to act, connection with the main agreement, and the cleanliness of the collateral object which has never been tested by the electronic system. Based on the conclusions outlined above, the author offers several suggestions. The government needs to improve the quality and stability of the electronic registration system by developing an automatic verification feature integrated with the population database from the Civil Registration Agency (*Dukcapil*) and the motor vehicle database from the Samsat (State Apparatus Administration Agency), so that identity data and collateral data can be validated before certificates are issued. The government also needs to strengthen security on applicant accounts and provide official warnings in the event of system disruptions, whether in the form of maintenance or network errors, as problems that cannot be attributed to notaries. For example, by issuing a certificate of disruption and automatically extending the registration deadline. Financing institutions need to ensure that all documents submitted to notaries are verified internally before being sent, while also adjusting their internal service standards to avoid placing notaries under time pressure that compromises accuracy. Furthermore, notary professional organizations are advised to prepare standard operating procedures for periodic checks for electronic registration of fiduciary guarantees, which include identity

matching through official population services, testing the truth of proof of ownership of objects, binding copies of the main agreement to the minutes, storing documentation for system disruptions, and final matching between deeds, registration statements, and data input into the system before the application is sent.

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