

## The Essence of a Notary's Responsibility in The Preparation of Cyber-Notary-Based Authentic Deeds

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### ABSTRACT

This study aims to examine the essence of a notary's responsibility in making cyber-notary-based authentic deeds, analyze the application of the cyber notary concept under the Notary Office Law, and identify the factors influencing notaries in implementing such deeds, using an empirical normative legal research method that focuses on relevant written legal rules supported by field data from interviews and questionnaires; the findings indicate that a notary's core responsibility is to ensure the validity, integrity, and authenticity of documents in accordance with the UUJN, while the application of the cyber notary concept still lacks legal certainty due to unclear regulations and normative conflicts between the UUJN and the ITE Law, particularly regarding requirements of physical presence and the recognition of electronic signatures, resulting in its limited implementation primarily to General Meetings of Shareholders thereby necessitating harmonization of the UUJN, the Civil Code (BW), and the ITE Law, enhanced notary capacity-building on cyber notary operations and data security, and the establishment of a clear normative definition and specific regulations for electronic authentic deeds.

**Keywords:** Notary Responsibilities; Cyber Notary; Legal certainty.

### INTRODUCTION

Indonesia is a state governed by law based on Pancasila and the 1945 Constitution of the Republic of Indonesia. Previously, the concept of Indonesia as a state based on the rule of law was mentioned only in the Elucidation of the 1945 Constitution. However, through the Fourth Amendment in 2002, an explicit statement affirming Indonesia as a state governed by law was incorporated into the main body of the 1945 Constitution. The concept of a state based on the rule of law emphasizes that law is paramount within the state. Law becomes the supreme authority in the life of the nation, the state, and society.

The implementation of the rule of law in Indonesia can be interpreted as the state providing guarantees of legal certainty for every act, event, and legal relationship (rights and obligations) that arise and are borne by every member of society. Order can exist only where there is certainty, and to achieve legal certainty, it must be established in a definite (written) form. Therefore, the intended legal certainty must be realized through legislation that exists and is applicable in Indonesia.

Guarantees of certainty, order, and legal protection for every citizen certainly require written evidence of an authentic nature concerning acts, agreements, determinations, and legal events made before or by authorized officials. To effectively achieve legal certainty, justice, and utility, adequate law enforcement institutions are necessary. In the field of civil law, one of the most decisive means of proof for achieving legal certainty is documentary evidence.

A Notary is a Public Official entrusted and authorized by the state with duties, obligations, and powers to provide services to the public in the field of civil law. The existence of the Notary is recognized in the Civil Code,

Book Four concerning Evidence and Limitation Periods. The strongest form of written evidence is an authentic deed. A notarial deed constitutes perfect, strongest, and complete evidence; thus, in addition to guaranteeing legal certainty, a notarial deed can prevent disputes.

Institutionally, an authentic deed is made by a social institution known as the notarial institution. Sociologically, this institution arose from the needs of human interaction that require evidence related to existing and/or occurring civil legal relationships among individuals.

The person who draws up a notarial deed is called a Notary. The term “Notary” is derived from the name of its servant, *Notarius*, which later became a term for a group of shorthand writers or stenographers in ancient Rome. The notarial profession is one of the oldest legal professions in the world. The office of Notary is not placed within the judicial, executive, or legislative branches. This is because a Notary is expected to maintain a neutral position; if placed within one of these branches, the Notary could no longer be considered neutral. With such neutrality, a Notary can provide legal advice regarding legal acts performed at the request of clients.

As society develops, the need for Notaries is increasingly felt. A Notary is regarded as a functionary within society a public official from whom individuals can obtain advice, and who renders documents authentic to be used as evidence in legal processes. The existence of the notarial institution is grounded in society’s need to create authentic deeds as a means of proof. Notarial deeds provide guarantees of legal certainty for the public. In the current era of globalization, the notarial institution plays an important role, which can be seen and felt by society when engaging in legal acts such as leasing, buying and selling, lending and borrowing, and so forth.

A Notary, as a Deed-Executing Official whose existence is recognized by the state, bears responsibility both to society and before the courts, particularly in relation to authentic deeds. As a Public Official, a Notary is authorized to make authentic deeds concerning all acts, agreements, and determinations based on prevailing laws and regulations.

The presence of a Notary is intended to assist and serve the public in need of authentic written evidence regarding circumstances, events, or legal acts. Substantively, a notarial deed may record a condition, event, or legal act desired by the parties to be embodied in an authentic deed as evidence, or because the law requires certain legal acts to be made in the form of an authentic deed. An authentic deed is a form of evidence before the courts with perfect evidentiary force (as stipulated in Article 1870 of the Civil Code). The authority to make authentic deeds lies with authorized officials, one of whom is the Notary as a Public Official.

The need for written evidence underscores the importance of the notarial institution. The Notary profession is therefore considered a noble profession (*nobile officium*). A Notary is deemed a noble official because the profession is closely related to humanity. A notarial deed can serve as legal evidence of the status of property, as well as a person’s rights and obligations. Errors in deeds drawn up by a Notary can result in the loss of a person’s rights or obligations; therefore, in performing official duties, a Notary must comply with various provisions of the Notary Office Law. The role of the Notary in practicing the legal profession cannot be separated from fundamental issues concerning the function and role of law itself.

A Notary is a public official appointed by the government to assist the general public in drafting agreements that exist or arise within society. The necessity for written agreements to be made before a Notary is to ensure legal certainty and to satisfy strong evidentiary requirements for the parties entering into agreements.

The philosophical foundation for the enactment of Law Number 30 of 2004 concerning the Office of Notary is the realization of guarantees of legal certainty, order, and legal protection centered on truth and justice. Through deeds drawn up by a Notary, legal certainty must be provided to users of notarial services. Deeds made by or before a Notary serve as authentic evidence in providing legal protection to any interested parties regarding the certainty that a legal event or act has occurred.

A Notary is called a Public Official because he or she is appointed and dismissed by public authority (the government) and is granted authority and obligations to serve the public in certain matters, thereby participating in the exercise of governmental authority. As a Public Official, a Notary is authorized by the state to declare the existence of legal relationships between parties in a deed that directly records the clauses of agreement between them. Promises stated in a deed reflect the genuine will of the parties.

The notarial profession is of great importance because the nature of a Notary’s work is oriented toward legalization, thereby forming a fundamental legal basis regarding the status of property, rights, and obligations of the parties involved. In drafting a notarial deed, the wishes or intentions of the parties must be incorporated into the contents of the agreement (deed).

The function and role of Notaries in the increasingly complex, expansive, and advanced national development process are significant, as the smoothness and certainty of law are inseparable from the legal products and services provided by Notaries, which must possess reliable substantive value.

Sociologically, a Notary is not merely a legal official confined by binding juridical rules, but also an individual living within society. In addition to being bound by social order, a Notary possesses freedom in shaping his or her own world through subjective interpretation. In performing official duties, a Notary must comply with laws and

regulations and adhere strictly to the Notarial Code of Ethics, which constitutes applied ethics derived from ethical reasoning applied to a profession. The Notary profession must therefore be conducted in accordance with statutory regulations and the internal ethical code governing it.

A Notary is a Public Official authorized to make authentic deeds and possesses other authorities as stipulated in Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 on the Office of Notary. In addition, a professional organization for Notaries has been established, namely the Indonesian Notary Association, which has its own Code of Ethics. Accordingly, Notaries must comply not only with the Notary Office Law but also with the Notarial Code of Ethics issued by the Indonesian Notary Association.

The responsibility of a Notary as a Public Official (*openbaar ambtenaar*) emphasizes work requiring technical skills and specialized expertise in professionally drafting authentic deeds and ensuring the material truth of the deeds made. A Notary must possess unquestionable knowledge in serving clients and be capable of working independently. The legal responsibility of a Notary in performing professional duties is bound by applicable legal rules, requiring mastery of all relevant laws. The responsibilities of a Notary as a Public Official in relation to material truth include:

- a. Civil liability for the material truth of deeds made;
- b. Criminal liability for the material truth of deeds made;
- c. Responsibility under the Notary Office Regulations for the material truth of deeds made; and
- d. Responsibility in performing official duties based on the Notarial Code of Ethics. The development of Information and Communication Technology has brought significant positive impacts across various aspects of human life. Advances in communication media have enabled more effective and efficient services, including computers, gadgets, and other devices with easy internet access. Information technology has become the foundation of nearly all aspects of life, from economics and socio-culture to education and law.

In Indonesia, Law Number 19 of 2016 amending Law Number 11 of 2008 on Information and Electronic Transactions (ITE Law) is in force. Everyone may use electronic signatures supported by electronic certification service providers. Electronic signatures and certification systems are implemented to clarify the identity of legal subjects and protect the security and authenticity of electronic information communicated through electronic systems. The existence of electronic signatures constitutes a method of verification and authentication, as well as accountability or reliability of electronic systems within their intended scope.

Meanwhile, a Notary as a Public Official under Law Number 2 of 2014 amending Law Number 30 of 2004 on the Office of Notary plays an important role in the legality of transactions in Indonesia and is often regarded as a trusted third party in daily life. Notarial services have become a societal necessity, not only for drafting deeds but also for acting as intermediaries or witnesses to transactions.

A Qur'anic verse often associated with the concept of notaries is Surah Al-Baqarah verse 282, which emphasizes the importance of recording debt transactions in writing, involving a scribe and witnesses, and upholding honesty and justice in documentation.

Article 1 paragraph (1) of Law Number 2 of 2014 states that a Notary is a Public Official authorized to make authentic deeds and exercise other authorities as provided by law. While notarial services have traditionally been conventional, advances in information technology have driven a shift toward electronic-based services, known as cyber notary.

Notaries are required to adopt the cyber notary concept to provide faster, more accurate, and efficient services, thereby supporting economic growth. The idea of cyber notary emerged in 1995, but lack of legal basis hindered its development until the enactment of the ITE Law in 2008.

Cyber notary refers to utilizing technological advances in notarial duties, such as electronic signing of deeds, digitalization of documents, and conducting General Meetings of Shareholders via teleconference. Teleconferencing enables remote participation, allowing shareholders abroad to attend meetings and exercise voting rights electronically.

The conduct of General Meetings of Shareholders via teleconference is regulated under Article 77 paragraph (1) of Law Number 40 of 2007 on Limited Liability Companies. When such meetings are conducted and witnessed by a Notary, vigilance is required to avoid discrepancies regarding participant identity, as the Notary bears full responsibility for the minutes of meeting drawn up as a notarial deed.

The authority of Notaries in the field of cyber notary is explicitly mentioned in the elucidation of Article 15 paragraph (3) of Law Number 2 of 2014, which includes authority to certify electronic transactions. Certification refers to a procedure whereby a third party provides written assurance that a product, process, or service meets certain standards based on agreed audit procedures.

However, Article 16 paragraph (1) letter m of Law Number 2 of 2014 requires physical presence of the parties before the Notary when a deed is read and signed, which conflicts with the cyber notary concept that replaces physical meetings with telecommunications. This creates a legal conflict between conventional notarial deeds and

electronic deeds, raising the question of whether electronically certified transactions under the cyber notary concept can be considered valid authentic deeds and be legally accountable.

## METHOD

The type of research employed is normative-empirical legal research, which, according to Abdulkadir Muhammad, is an applied law research approach that uses normative-empirical legal case studies in the form of products of legal behavior; it begins with written positive law as applied to concrete legal events (*in concreto*) in society and therefore combines two stages of analysis first, a study of the applicable normative law, and second, its application to concrete events to achieve the predetermined objectives through real actions and legal documents so that the results of the application reveal whether the normative legal provisions examined have been properly implemented, a process that requires both secondary and primary data; in terms of form, this study is descriptive, intended to present as accurately as possible data regarding people, conditions, or other phenomena, and as Setiono notes, it also has a prescriptive orientation aimed at providing recommendations to address specific problems, using deductive logic by examining the problem formulation against applicable legal norms and principles, describing them in detail, and then offering legal solutions, while still allowing for field data collection to deepen the analysis; the research is conducted in several Notary Offices in South Sulawesi over a planned period of three months to obtain primary and secondary data concerning the essence of notaries' responsibilities in preparing cyber-notary-based authentic deeds, with the location chosen due to the large population and relatively high number of notaries in the province; data sources consist of primary data obtained directly in the field (raw data) through interviews and/or questionnaires collected from notary offices in South Sulawesi, and secondary data derived from written sources such as documents, scholarly journals, and scientific articles, including primary legal materials (the Civil Code, Law No. 2 of 2014 on the Office of Notary, and Law No. 11 of 2008 on Electronic Information and Transactions as amended by Law No. 19 of 2016), secondary legal materials (relevant legal books, dissertations, theses, and journals), and tertiary legal materials (legal dictionaries, language dictionaries, encyclopedias, and the like) that provide guidance and explanations for primary and secondary materials; the population comprises notaries involved in the coordination and implementation of cyber-notary-based authentic deed drafting in South Sulawesi and other related institutions, while the sample is selected using purposive sampling consisting of 30 notaries in South Sulawesi; data are collected through observation (systematic monitoring and recording of investigated phenomena), interviews (direct oral questioning of authorized informants or experts), and documentation (collecting and reviewing records, transcripts, books, newspapers, magazines, papers, meeting minutes, agendas, and other documents), and once all data are systematically gathered and processed, they are analyzed qualitatively using a descriptive-analytical method that focuses on interpreting the content and structure of positive law to determine the meaning of legal rules used as references in resolving the legal issues under study.

## RESULT AND DISCUSSION

### The Essence of a Notary's Responsibility in Drafting Authentic Deeds Based on Cyber Notary

The essence of a notary's responsibility in drafting authentic deeds within a cyber-notary framework lies in the notary's obligation to perform his or her duties with prudence, professionalism, and strict compliance with the applicable laws and regulations, particularly Law No. 2 of 2014 on the Office of Notary (UUJN). A notary is responsible for ensuring both the formal and material truth of the deed, including verifying the data and identities of the parties, conducting the deed-making process in accordance with prescribed procedures, and guaranteeing the validity of the deed as evidence with full legal force. In the context of cyber notary where authentic deeds are prepared digitally or electronically the notary's responsibility remains essentially the same: to exercise authority carefully and bear full responsibility for the resulting deed. This includes ensuring that authentication, storage, and signing processes conducted through cyber technology are secure and meet legal standards so that the document retains its authentic evidentiary value. The notary must also prevent forgery and safeguard the integrity of electronic data so that cyber-notary-based authentic deeds remain legally accountable.

A deed, under Article 1868 of the Civil Code, can obtain authenticity as an authentic deed only if it fulfills several requirements: it must be made by or before a public official; it must be made in the form prescribed by law; and the public official must have the authority to make the deed. A notarial deed constitutes perfect written evidence because it possesses three (3) evidentiary strengths: (i) outward evidentiary force (*uitwendige bewijskracht*), namely the deed's capacity to prove its validity as an authentic deed; (ii) formal evidentiary force (*formele bewijskracht*), which provides certainty that the events and facts stated in the deed were truly known and heard by the notary from the statements of the appearing parties and were recorded in the deed in accordance with established notarial procedures; and (iii) material evidentiary force (*materiele bewijskracht*), which provides

certainty regarding the substance of the deed. By virtue of the outward evidentiary force of an authentic deed, the evidentiary issue is limited to the authenticity of the official's signature on the deed. Under Article 138 RiB/164 RDS (Article 148 of the Civil Code), rebuttal by the opposing party is permitted only through documents, witnesses, and experts. The outward evidentiary force of an authentic deed constitutes complete evidence applicable to everyone and is not limited to the parties alone. The distinctive feature of authentic deeds (both official deeds and party deeds) lies in this outward evidentiary force: a notarial deed, by its perfect outward form, is valid and binding on everyone as an authentic deed because it is made and signed by a state official authorized to do so. Formally, it proves with certainty the day, date, month, year, time of appearance, and the identities of the appearing parties, witnesses, and notary, as well as what the notary saw, witnessed, and heard (in minutes/official report deeds), and records the statements of the appearing parties (in party deeds/acte partij). Without prejudice to counterproof, the formal proof of an authentic deed is complete; the formal evidentiary force of both official deeds and party deeds is the same, meaning that the official's statements contained in both categories of deeds, as well as the parties' statements therein, have formal evidentiary force and apply to everyone. Meanwhile, the material evidentiary force of an authentic deed provides certainty that the parties not only appeared and made statements before the notary, but also that they carried out what is stated in the substance of the deed.

### 1. Legal Position of Electronic Signatures and Authentic Deeds

An authentic deed is a legal document made by or before an authorized public official and drafted in a specific form prescribed by law. This is regulated in Article 1868 of the Civil Code, which states: "An authentic deed is a deed which, in the form prescribed by law, is made by or before a public official authorized for that purpose at the place where the deed is made." An authentic deed has complete evidentiary power both formally and materially, thereby providing legal certainty regarding the validity of a legal act. In civil law, an authentic deed serves as primary evidence because it is considered sufficient to prove the truth of its contents without requiring additional evidence. Public officials authorized to make authentic deeds include notaries, land deed officials (PPAT), and other officials granted authority under prevailing laws. Under Article 1 point 1 of Law No. 2 of 2014 amending Law No. 30 of 2004 on the Office of Notary (UUJN), a notary is recognized as a public official authorized to make authentic deeds: "A Notary is a public official authorized to make authentic deeds and has other powers as referred to in this law or based on other laws."

However, the validity of an authentic deed depends on two key requirements: a formal requirement (relating to the procedure of its creation) and a material requirement (relating to the content's compliance with legal provisions). If either requirement is not satisfied, the deed may lose its status as an authentic deed and be regarded only as a private deed. A major challenge in the digital era is ensuring that electronically created authentic deeds continue to satisfy both requirements. Article 5(1) of the ITE Law recognizes electronic documents as valid legal evidence, but its implementation in the context of authentic deeds still requires further attention and harmonization with the UUJN.

In practice, electronic signatures used in legal transactions in Indonesia must meet standards set by Electronic Certification Providers (PSrE). Under the Minister of Communication and Informatics Regulation No. 11 of 2018 on the Implementation of Electronic Certification, certified electronic signatures must be issued by PSrE registered and recognized by the Ministry of Communication and Informatics (Kominfo). According to information from Perum Peruri as one of Indonesia's PSrE, the electronic signatures it issues use multi-factor authentication and cryptography-based encryption to ensure validity and security. Other PSrE accredited by Kominfo, such as PrivyID, VIDA, Digisign, and TekenAja, also emphasize that their issued electronic signatures meet high digital security standards. Accordingly, electronic signatures issued by PSrE have legal force equivalent to handwritten signatures, as regulated in Article 11 of the ITE Law.

### 2. Differences Between the ITE Law and the Notary Office Law (UUJN) in the Use of Electronic Signatures on Notarial Deeds

A private deed is a document made by the parties without involving a public official. Article 1874 of the Civil Code explains that a private deed has evidentiary value only if its validity is acknowledged by the relevant parties: "A privately made writing, acknowledged by the person against whom it is produced or deemed acknowledged, provides for the parties and their heirs or those deriving rights from them proof equivalent to an authentic deed." Private deeds have weaker evidentiary power than authentic deeds because their validity depends heavily on acknowledgment of the signatures by the parties involved, which often becomes a source of disputes if a party refuses to acknowledge the document.

Nevertheless, in the digital era, recognition of electronic signatures offers an opportunity to strengthen the evidentiary value of private deeds. Article 11(1) of the ITE Law provides that electronic signatures have the same legal force as handwritten signatures if certain requirements are met, including that signature-creation data is linked solely to the signer, remains under the signer's control at the time of signing, any changes after signing are

detectable, the signer can be identified, and the signer's consent can be demonstrated. The use of electronic signatures on private deeds can thus improve their reliability in legal proof, although further regulation is needed to ensure adequate security and authentication standards.

### 3. Comparison of Evidentiary Strength of Deeds

- a. **Authentic Deeds and Their Evidentiary Power:** Article 1868 defines an authentic deed as one made in a legally prescribed form by or before an authorized public official. Its main characteristic is perfect evidentiary force, formally and materially, making it sufficient to prove the existence, content, and truth of the legal act stated therein. Article 1870 of the Civil Code states: "An authentic deed provides, between the parties and their heirs or those deriving rights from them, perfect proof of what is contained therein." However, this evidentiary strength is not absolute: if the deed is contrary to law e.g., not made in the prescribed form or by an unauthorized official it may lose its authenticity. In the era of digitalization, electronic documents recognized under Article 5 of the ITE Law have evidentiary value but cannot replace authentic deeds if formal and material requirements are not met, hence regulatory harmonization is needed.
- b. **Private Deeds and Their Evidentiary Power:** By contrast, under Article 1874, a private deed has evidentiary force only if acknowledged by the relevant parties. Because it does not involve a public official, it is more vulnerable to dispute. Yet Article 11 of the ITE Law provides that valid electronic signatures can strengthen private deeds, especially in formal proof. In summary, authentic deeds remain superior for legal certainty, while private deeds may become more reliable in the digital context if they meet electronic authentication and validation standards. Harmonization between the ITE Law and the Civil Code is therefore essential so that both types of deeds can adapt to technological advances without undermining their underlying legal principles. In the context of digitalization, material proof in cyber notary must be the central focus, requiring strict identity verification (certified e-signatures, two-factor authentication, biometrics), a transparent digital audit trail, and document security (encryption and safeguards against misuse) so that cyber-notary transactions are not only legally valid but also dependable in court.

### 4. Validity of Notarial Deeds Using Cyber Notary as Authentic Deeds

Notaries are granted authority by law to make authentic deeds, as reflected in Article 1 point 1 of the UUJN and reaffirmed in Article 15(1) UUJN. A deed made by a notary qualifies as authentic if it is made before the notary in the prescribed form and procedure. Article 16(1)(m) UUJN requires the notary to be present to read the deed before the appearers in the presence of at least two witnesses (or four for certain wills) and for the deed to be signed at that time by the appearers, witnesses, and the notary. The reading serves to ensure accurate communication of contents, and the signing confirms that what is signed is identical to what was read. Article 44(1) UUJN similarly states that immediately after the deed is read, it must be signed by each appearer, witness, and the notary, except where an appearer cannot sign and the reason is stated. G.H.S. Lumban Tobing emphasizes that reading by the notary guarantees that the appearers sign what they have heard and gives both appearers and the notary confidence that the deed reflects the appearers' intentions.

This requirement creates a juridical tension with cyber notary if reading and signing are conducted via electronic media rather than direct physical presence. Edmon Makarim notes two practical understandings of cyber notary: (1) full electronic execution where notary, appearers, and witnesses are not in the same place at the same time (the "cyber" meaning virtual), and (2) use of electronic media while all parties are in the same place at the same time, merely replacing paper-based tools. He argues there is often misunderstanding about the phrase "before" (*di hadapan*): in practice, cyber notary may still involve parties coming to the notary's office but reviewing the draft on computers and signing electronically rather than signing remotely via webcam. Because these two versions create ambiguity and because UUJN does not clearly regulate reading via video conference, legal uncertainty persists. If Article 16(1)(m) is not fulfilled, the deed's legal consequence is degradation to a private deed with corresponding evidentiary strength, as reinforced by Article 16(9) UUJN.

### 5. Obligation of Physical Presence of Appearers

Under the UUJN, notarial services in Indonesia remain largely traditional, requiring direct interaction between notary and appearers. The Civil Code and UUJN impose physical presence requirements. Article 1868 defines authentic deeds as made by or before a public official at the place where the deed is made. Article 1 point 7 UUJN defines a notarial deed as an authentic deed made by or before a notary in the form and procedure stipulated by law. Article 16(1)(m) UUJN requires the deed to be read in the presence of the appearers and witnesses and signed at the same time, and the elucidation emphasizes physical presence. In Indonesian language usage (per the KBBI), "to appear before" implies direct face-to-face encounter, supporting the interpretation that appearers must meet the notary directly for the deed to be authentic. Although the amended ITE Law recognizes electronic

information/documents and printouts as legal evidence, it does not override other laws governing specific instruments such as notarial deeds; therefore, electronic notarial deeds must still comply with the Civil Code and UUJN.

The notary must also ensure that appearers have legal capacity and authority, and must apply prudence by verifying documents and identity e.g., matching KTP photos to the person present and reconfirming personal data. Although notaries primarily verify formal aspects, they must conduct verification until reasonably convinced that the appearer is the person identified. The text suggests the government should revise the Civil Code and UUJN to broaden the concept of authenticity to accommodate non-face-to-face appearance, and should develop verification and authorization systems (digital identity, email/password, OTP) to prove in court that the appearer matches the e-KTP, while ensuring unified standards among notaries, police, prosecutors, and the Supreme Court to prevent future criminalization of notaries. An interview with a notary in Sidrap, Lia Trizza F. Adhilia, SH., M.H., states that if cyber notary is interpreted as enabling fully digital deed-making, the deed may degrade into a private deed with limited evidentiary force, may be rejected by institutions, and may cause losses to the parties.

#### 6. Electronic Storage of Notarial Protocols

Article 1 point 7 UUJN provides that notarial deeds are made by or before notaries in the form and procedure determined by UUJN. Notaries also have authority to create and store deeds as part of notarial protocols, because authentic deeds constitute state documents; therefore, notaries must properly store originals and minutes. Storage of notarial protocols is closely connected to administrative recordkeeping in notarial offices, and in practice often relies on customary methods derived from predecessors. UUJN regulates how protocols are to be bound, indexed, and arranged, but does not regulate in detail how they must be stored, particularly the place of storage.

As notarial work methods evolve with rapid technological change, and as electronic information technology removes strict constraints of place and time, professional aspects of notarial practice are shifting. UUJN (especially Article 15(3)) mentions notarial authority to certify electronic transactions (cyber notary/e-notary), but does not clearly define the scope of such authority. Meanwhile, notarial protocol storage as state archives remains conventional and not yet electronic, requiring high caution to prevent damage, loss, or misplacement. The author argues that notarial legal services in Indonesia have not significantly changed in response to the need for electronic storage and technology-driven practice, even though in the digital era notaries could use technology to facilitate legal services and deed archiving.

Digital transformation in notarial services commonly referred to as Cyber Notary has become a major focus within modern legal systems in many countries. However, in Indonesia, the implementation of this practice still faces numerous challenges. Key obstacles include an unintegrated legal framework, suboptimal digital infrastructure, and tensions between traditional notarial principles and the need to adapt to digital technology.

In contrast, at the international level, countries and regions such as the United Kingdom, the United States, the European Union, Germany, and Estonia have successfully aligned digital technology with their legal systems, enabling cyber notary practices to be implemented effectively. This success offers important lessons for Indonesia, particularly in harmonizing existing legal frameworks with technological advancements. International experience demonstrates the importance of regulatory harmonization, strengthening digital infrastructure, and integrating technology with traditional legal principles. This serves as a critical reflection for Indonesia in building a reliable and effective cyber notary framework to meet modern society's demand for efficient and trustworthy legal services. In Indonesia, the legal framework governing notarial services primarily regulated by Law No. 2 of 2014 (amending Law No. 30 of 2004 on the Office of Notary, UUJN) recognizes the concept of Cyber Notary but fails to provide a clear definition or procedural guidelines for its implementation. The elucidation of Article 15 paragraph (3) mentions the notary's authority to certify electronic transactions, yet its practical application remains unclear. The main conflicts include: a. Requirement of Physical Presence: Article 16 paragraph (1) letter (m) of the UUJN requires the notary to physically witness and read the deed before the relevant parties and witnesses. This requirement contradicts the digital flexibility inherent in cyber notary practice. b. Authenticity of Electronic Deeds: Based on Article 1 point (7) of the UUJN and Article 1867 of the Civil Code, electronic deeds are not recognized as authentic deeds, but only as private agreements (deeds under hand). c. Exception under the ITE Law: Although Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law) recognizes electronic documents as valid legal evidence, Article 5 paragraph (4) excludes notarial deeds from this recognition. This inconsistency creates legal uncertainty, exposes notaries to liability risks, and hinders the adoption of digital tools.

## CONCLUSSION

The responsibility of a notary in drafting authentic deeds based on cyber notary includes the obligation to guarantee the validity, integrity, and authenticity of electronic documents in accordance with Law No. 2 of 2014 on the Office of Notary (UUJN). A notarial deed can be regarded as an authentic deed only if it fulfills the requirements stipulated in the prevailing laws and regulations, namely: (1) the deed is made in the form and procedure prescribed by law; (2) the deed is made by or before a duly authorized public official; and (3) the official who makes the deed possesses lawful authority. However, within the cyber notary concept, authentic deeds are created electronically with the assistance of information technology. Therefore, the government needs to clarify regulations concerning cyber notary within the Indonesian legal system to ensure legal certainty regarding its legality and implementation. To this end, the government and relevant institutions should harmonize the UUJN, the Civil Code (BW), and the ITE Law so as to accommodate technological developments in notarial practice without undermining the essential authenticity of notarial deeds.

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