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THE POWER OF PROOF OF ELECTRONIC SIGNING SYSTEM ON ELECTRONICALLY REGISTERED FIDUCIARY GUARANTEE CERTIFICATES

[1] Made Emy Andayani Citra, [2]Kadek Apriliani, [3] I Made Sudirga

Faculty of Law Mahasaraswati Denpasar University
emyandayanifh@unmas.ac.id

ABSTRACT

The purpose of this study is to analyze the legal strength of proof of electronic signing systems on fiduciary guarantee certificates registered electronically in terms of Indonesian civil system. This study uses a normative legal research method with a statutory and conceptual approach. The results show that, the evidence in civil cases, especially in Indonesia, cannot be separated from the fourth book of the Civil Code regulating Evidence and Expiration. Article 1866 of the Civil Code regulates written evidence, witness evidence, allegations, confessions and oaths. Electronic signatures have the power of evidence that is inherent like other evidences regulated in the Civil Code. Based on Article 11 paragraph (1) of Law Number 11 Year 2008 concerning Electronic Information and Transactions, Electronic Signatures have the legal force and consequences. If in a civil case examination at court presents an electronic signature as evidence, then in accordance with the legal principle of lex specialis derogat legi generali, the judge must refer to the provisions stipulated in Law Number 11 of 2008 concerning Information and Technology, even though the Book of Law -The Civil Code does not regulate electronic signatures as evidence at trial.

Key Words: The Power of Evidence, Electronic signing system; Fiduciary Guarantee.

I. INTRODUCTION

I.1 Background Of The Problem

Technological developments make it easy for humans to complete work in easier and faster way.[1] The industrial revolution 4.0 emphasizing the digital economy pattern brings various changes. It also brings changes in the fiduciary guarantee registration system. The existence of the Fiduciary Guarantee Institution has been recognized by the existence of Law Number 42 of 1999 concerning Fiduciary Guarantee promulgated on September 30, 1999.[2] Law Number 42 of 1999 concerning Fiduciary Security Article 12 paragraph (1) states that

[1] Lisnawati, Erma. "Keabsahan Alat Bukti Elektronik Pasca Putusan Mahkamah Konstitusi No. 20/Puu-Xvi/2016 Dalam Prespektif Criminal Justice System." *Jurnal Magister Hukum Udayana* 5 no.4 (2016). 678.

[2] Ahyani, Sri. "Perlindungan Hukum Bagi Kreditur Melalui Perjanjian Jaminan Fidusia." *Jurnal Wawasan Yuridika* 24, no. 1 (2014). 309.

Fiduciary Registration as referred to in Article 11 paragraph (1) is carried out at the Fiduciary Guarantee Registration Office in the Provincial Capital as referred to in the Regional Office of the Ministry of Law and Human Rights.[3]

The registration of fiduciary guarantees at the Fiduciary Registration Office which is the scope of duties of the Ministry of Law and Human Rights of the Republic of Indonesia is expressly regulated in article 14 paragraph (1) that the Fiduciary Registration Office issues and submits to the Fiduciary Recipient, a Fiduciary Guarantee Certificate on the same date as date of receipt of application for registration. And in the event that the application for registration, it is made by a fiduciary recipient, his proxy or representative by attaching a fiduciary registration statement as stated in Article 13 paragraph (1) of Law no. 42 of 1999 concerning Fiduciary Guarantees.[4]

The Fiduciary Guarantee registration process is now more efficient and faster. On March 5, 2013, the Directorate General of AHU of the Ministry of Law and Human Rights issued a Circular Letter Number: AHU-06.OT.03.01 concerning "Enforcement of the Electronic Fiduciary Guarantee Registration Administration System", then regulated in the Minister of Law and Human Rights Regulation Number 9 of 2013 concerning "Enforcement of the Electronic Fiduciary Guarantee Registration Administration System". Meanwhile, regarding the procedures for electronic fiduciary registration, the provisions are contained in the Minister of Law and Human Rights of the Republic of Indonesia Number 10 of 2013 concerning "Procedures for Electronic Fiduciary Warranty Registration." [5]

Registration of Fiduciary Guarantees electronically is carried out through an electronic administration system using an application determined by the Directorate General of General Legal Administration (Ditjen AHU). Before registering for a fiduciary guarantee, a notary will make a fiduciary guarantee deed first. In the Fiduciary Guarantee Deed, apart from the day and date, the time (hour) of making the deed is also stated. After the Notary Deed and other requirements have been made and prepared, the Notary enters the required data into the available application. The presence of an electronic system for each registration application will be completed within 7 minutes and the Notary can directly print out the certificate itself.[6] The signature in the Fiduciary Guarantee Certificate is signed electronically by the Fiduciary Guarantee Registration Officer.

An electronic signature appears in an electronic document which is basically not a written document.

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[3] Apriansyah, Nizar. "Keabsahan Sertifikat Jaminan Fidusia yang Didaftarkan Secara Elektronik." *Jurnal Ilmiah Kebijakan Hukum* 12, no. 3 (2018). 228.

[4] Sarjana, I. Gede Prima Praja. "Pengaturan batas waktu pendaftaran jaminan fidusia pada undang-undang nomor 42 tahun 1999." *Jurnal Magister Hukum Udayana* 3, no. 1 (2014). 4

[5] Handayani, Tari Kharisma, Sanusi Sanusi, and Darmawan Darmawan. "Ketepatan Waktu Notaris dalam Pendaftaran Jaminan Fidusia Secara Elektronik Pada Lembaga Pembiayaan." *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 8, no. 2 (2019). 222

[6] Soenaryo, Cipto. "Analisis Yuridis Atas Pertanggung Jawaban Notaris Terhadap Akta Fidusia Yang Dibuat Setelah Terbit Permenkumham Nomor 9 Tahun 2013 Tentang Pendaftaran Fidusia Elektronik." *Premise Law Journal* 5 (2015). 5.

Therefore, actually the concept of an electronic signature is not in accordance with the legal principle stating that a document must be viewable, sent, and stored in paper form. Many parties doubt the power of proving electronic signatures as evidence in court because of the nature of electronic transactions, namely without a face-to-face and without a signature. In addition, the civil evidentiary law in Indonesia, in a formal juridical manner, has not accommodated electronic documents or information as evidence in dispute resolution.[7]

I.2 Formulation of the problem

Based on the background of the study, there are two problems discussed namely:

1. How is the validity of the electronic signing system on the fiduciary guarantee certificate registered electronically?
2. What is the legal power of proof of the electronic signing system on an electronically registered Fiduciary Guarantee Certificate?

I.3 Research Method

This study uses a normative legal research method because the focus of the study is the existence of a conflict of norms. The approach used in this research is the statutory and conceptual approach. A statutory approach includes research on laws, legal sources, or statutory regulations that are theoretical in nature and can be used to analyze problems that will be discussed correctly. A conceptual approach is used to understand the concepts of the origin of the electronic signing of the electronically registered fiduciary guarantee certificate. The primary legal materials used in this research are the Civil Code, Law Number 42 of 1999 concerning Fiduciary Guarantees, Law Number 11 of 2008 concerning Information and Electronic Transactions, Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number 8 of 2013 concerning Delegation of Electronic Fiduciary Guarantee Certificate Signing, Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number 9 of 2013 concerning Enforcement of Electronic Fiduciary Guarantee Registration, Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number 10 of 2013 concerning Procedures Registration of Fiduciary Guarantees Electronically. Secondary legal materials are legal materials that are closely related to primary legal materials.[8] The secondary legal materials used in this research are books and research journals related to the issues discussed.

The technique used in collecting legal materials in this research is document and library techniques. Both primary and secondary legal materials are collected based on the topic of the problem that have been formulated based on a snowball system and classified according to the sources and hierarchies to be studied comprehensively. Processing of legal materials is carried out deductively, namely drawing conclusions from a general problem to the concrete problems faced.

[7] Fakhriah,L.E. *Bukti Elektronik Dalam Sistem Pembuktian Perdata*. (Bandung, Refika Aditama, 2017). h.24

[8] Suratman dan Dillah, Philips. *Metode Penelitian Hukum*. (Bandung, Alfabeta, 2014). 67

II. DISCUSSION

II.1 Validity of Electronic Signing System on Fiduciary Guarantee Certificate

The definition of a signature in a general sense, is a signature which can be defined as an arrangement (letter) of a sign in the form of writing from the signer, with which the person making the statement can be individualized.[9] The definition of signature referred to Kamus Besar Bahasa Indonesia or the Indonesian Dictionary, signature is: A sign as a symbol of a name written by hand by the person himself as a personal marker (has received and so on).

Article 1 paragraph (12) of Law Number 11 of 2008 concerning Information and Electronic Transactions states that Electronic Signatures are signatures consisting of Electronic Information attached, associated or related to other Electronic Information used as verification and authentication tool. Electronic signatures can actually provide more guarantees for document security than manual signatures. The recipient of an electronically signed message can check whether the message really come from the right sender and whether the message has been modified after being signed either intentionally or unintentionally. A secure electronic signature cannot be denied by a late signing by stating that the signature is forged. Information, documents and electronic signature arrangements are set out in Articles 5 to 12 of the Information and Electronic Transactions Law. The concept of "digital signature" which is known in the world of computer security is the result of applying computer techniques to information. Whereas in the general world, signature has a broader meaning, namely any sign made with the intention of legalizing the signed document. In the real world, to guarantee the authenticity and legality of a document, a signature is used.

This signature is a sign that is unique to a person and is used to certify that the person agrees and acknowledges the contents of the signed document. This kind of thing is also needed for electronic documents. Therefore, an authentication system called digital signature or electronic signature was created. Electronic signature is a way to guarantee the authenticity of an electronic document and keep the sender of the document at a time not denying that he has sent the document. Electronic signatures use algorithms and special computer techniques in their implementation.

Electronic signatures require the establishment of authorities entitled to issue certificates as well as other costs to maintain and develop their functions. The signer requires application software and also pays to obtain certification from the authority that is entitled to issue the certificate. Meanwhile, the main advantage of having an electronic signature is that the authentication of a document is guaranteed. Electronic signatures are very difficult to forge and are associated with a unique combination of documents and private keys.

[9] Sinaga, Edward James. "Layanan Hukum Legalisasi Dalam Upaya Memberikan Kepastian Hukum." *Jurnal Penelitian Hukum De Jure* 19, no. 1 (2019), 87.

Further rules regarding electronic signatures are contained in Article 11 of the Information and Electronic Transactions Law which stipulates that:

1. Electronic signatures have legal force and legal consequences as long as they meet the following requirements:
   a. Electronic signature creation data relates only to the signer;
   b. The electronic signature creation data at the time of the electronic signing process is only in the power of the signer;
   c. Any changes to the electronic signature that occur after the time of signing can be noticed;
   d. Any changes to the electronic information related to the electronic signature after the time of signing can be noticed;
   e. There are certain methods used to identify who the Signatories are; and
   f. There are certain ways to show that the signer has given his/her consent to the related Electronic Information.[10]

Further provisions on electronic signatures as regulated in paragraph 1 shall be regulated by government regulations. The Government Regulation in question is PP Number 82 of 2012 concerning the Implementation of Electronic Systems and Transactions which in Article 1 number 19 stipulates that: "Electronic Signature is a signature consisting of Electronic Information attached, associated or related to other Electronic Information used as a verification and authentication tool."

Article 11 Paragraph (1) of the Information and Electronic Transaction Law expressly acknowledges that, even though it is only a code, Electronic Signatures have the same position as manual signatures in general which have legal force and consequences. However, there are limitations on the validity of electronic signatures, in some circumstances the electronic information and/or electronic documents and/or their printouts do not apply to letters which are according to law must be made in written form, as well as documents which are according to law must be made in the form of a notarial deed or a deed made by the Land Deed Making Official, as confirmed in Article 5 paragraph (4) of the Information and Electronic Transaction Law.[11] Furthermore, Article 6 of the Information and Electronic Transaction Law stipulates that in relation to the provisions governing that information must be in written or original form, electronic information and/or electronic documents are considered valid as long as the information contained therein can be accessed, displayed, guaranteed for its

[10] Ramli, Ahmad M. *Hukum Telematika*. (Tanggerang Selatan, Universitas Terbuka, 2020). h. 7.36

[11] Hassanah, Hetty. "Analisis Hukum Tentang Perbuatan Melawan Hukum Dalam Transaksi Bisnis Secara Online (E-Commerce) Berdasarkan Burgerlijke Wetboek Dan Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik." *Jurnal Wawasan Yuridika* 32, no. 1 (2016), 47.

integrity, and can be accountable so it can describe a situation.[12]

The legal system of proof of the Civil Procedure Code and Law Number 42 of 1999 concerning Fiduciary Guarantees do not regulate electronic signatures, but electronic signatures are regulated in the Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number 8 of 2013 concerning Delegation of Signing of Fiduciary Guarantee Certificates Electronically (hereinafter referred to as Permenkumham No. 8 of 2013). Electronic signature regulated in Permenkumham No. 8 of 2013 is only limited to the delegation of electronic signatures on fiduciary guarantee certificates. Article 2 paragraph (1) Permenkumham no. 8 of 2013 states that the signing of the fiduciary guarantee certificate electronically is carried out by the Fiduciary Guarantee Registration Officer on behalf of the Minister of Law and Human Rights.

3.2 The Legal Strength of the Electronic Signing System Evidence on Fiduciary Guarantee Certificates

Proof is the presentation of legal evidence according to the law to the judge who examines the case in order to provide certainty about the truth of an event presented.[13] The proving process includes proving activities. Proving is an activity carried out to convince the judge of the arguments put forward in a dispute. According to Sudikno Mertokusumo[14], proving contains several meanings:

1. To prove in a logical sense. To prove here means to give absolute certainty, because it applies to everyone and does not allow any opposing evidence.
2. Proving in the conventional sense. To prove means also providing certainty, but it is not absolute certainty, it is relative certainty that has levels:
    a. Certainty based on mere feelings. Because it is based on feelings, this certainty is intuitive and is called conviction intime.
    b. Certainty based on rational considerations; therefore, it is called *conviction raisonnee*.
3. Proving in a juridical sense (in civil procedural law), means providing sufficient grounds to the judge examining the case in question in order to provide certainty about the truth of the events proposed.

Evidence in civil law in Indonesia cannot be separated from the Fourth Book of the Civil Code concerning Evidence and Expiration, namely from Article 1865 – Article 1945, Article 162-165, Article 167, Article 169 – Article 177 Herzine Indonesische Reglement (hereinafter referred to as HIR) which applies in Java and Madura and Article 282 – Article 314 Rechtreglement Voor de Buitengewasten (hereinafter referred to as RBg) applies to the Bumi Putera group for areas outside Java and Madura.

In its development, generally there are 4 kinds of proof system, namely:

1. Positive system of evidence based on law

    The evidentiary system is based only on the evidence referred to

[12] Fakhriah,L.E. *op.cit*.h.25
[13] Fakhriah,L.E. *op.cit.* h.28
[14] Mertokusumo, S. (2009). *Hukum Acara Perdata Indonesia*. Yogyakarta:Liberty Yogyakarta. h.136

in the law, meaning that if an act has been proven in accordance with the evidence determined by law, the judge's conviction is not required. This system is also known as formal proof theory.

2. Evidence system based on judge's conviction
   It is a proof system that focuses on the conviction of the judge's conscience without considering the evidence referred to by law.
3. The evidence system based on the judge's belief with logical reasons
   It is a system of evidence in which a judge can decide a person is guilty based on his belief. It is based on the evidence bases accompanied by a conclusion based on certain evidentiary rules. Therefore, the judge's decision is handed down with a motivation.
4. The evidence system based on the law negatively
   It is a proof system in which a judge can decide that a person is guilty based on a limitative rule by law; therefore, the judge gains confidence in it.[15]

Evidence in civil proceedings in Indonesia is in accordance with the HIR system. In the evidence system in court, judges are bound by valid evidence. This means that judges may only make decisions in a trial in the court based on evidence that has been determined by law. The evidence in the civil procedural law that has been determined by law is regulated in Article 1866 of the Civil Code, Article 164 HIR, and Article 284 Rbg. These evidences are:

1. Written evidence
   According to Sudikno Mertokusumo, written evidence or letters are anything that contains reading signs intended to pour out one's heart or convey one's thoughts and be used as evidence.[16] This written evidence is regulated in Articles 1867-1894 of the Civil Code, Articles 138, 165, 167 HIR, and Articles 164, 285-305 Rbg. Letters as written evidence are divided into two, namely letters which are deeds and other documents that are not deeds, while deeds are further divided into two, namely authentic and private deeds. Deed is a letter as evidence containing a signature, which contains an event that forms the basis of a right or engagement.[17] So what can be classified as a deed is a letter that must be signed in accordance with the provisions in Article 1869 of the Civil Code. An authentic deed is a deed whose form has been determined by law, and is made by or before a public official at the place where the deed was made.[18] Meanwhile, an underhand deed is a deed that is intentionally made for proof by interested parties without assistance from an authorized official.
2. Witness evidence

[15] Fakhriah,L.E. *op.cit*..h.39

[16] Mertokusumo, S. *op.cit*. h.151
[17] Mertokusumo, S. *loc.cit*
[18] Stefin, Adie Marthin. "PERBANDINGAN KEKUATAN PEMBUKTIAN AKTA OTENTIK DALAM PERKARA PERDATA DAN PERKARA PIDANA." JURTAMA 1, no. 1 (2019), 13.

Testimony is the certainty given to the judge in the trial regarding the event being disputed which is conveyed verbally and personally by a third party, namely a person who is not a party to the case. Before giving testimony, witnesses must take an oath according to their religion. Evidence by witnesses is regulated in Articles 1895 and 1902-1912 of the Civil Code.

3. Allegations
   Allegations are essentially indirect evidence, because evidence of suspicion cannot stand alone but must be with other evidence. The definition of suspicion according to Article 1915 of the Civil Code states that an allegation is a conclusion drawn by law or a judge from an event that is clear and real to another event that is not yet clear in reality. Allegations are divided into two, namely assumptions based on reality or judges' assumptions and assumptions based on law. Suspicions based on reality are assumptions that are decided by the judge based on the fact, the judge is free to determine the extent to which it is possible to prove a certain event with other events. While the assumption is based on law, that it is the law that determines the relationship between the events that are proposed and must be proven with events that are not submitted. Allegations are regulated in Articles 1915-1922 of the Civil Code.
4. Confession
   Confession is a one-sided statement, because it does not require the consent of the opposing party. Confession is information that justifies the event of rights or legal relations proposed by the opposing party. The dispute is deemed to have been resolved by the existence of a confession, even if the confession is not in accordance with the truth and the judge does not need to examine the truth of the confession. Confession is regulated in Article 1923 – Article 1928 of the Civil Code.
5. Oath.
   Evidence of oath is regulated in Articles 1829-1945 of the Civil Code. An oath is a solemn statement, given or spoken at the time of giving a promise by remembering God, and believing that anyone who gives a statement or promise that is not true will be punished by God.

On the Fiduciary Guarantee Certificate registered the acknowledgment of an electronic signature as legal evidence can be seen from the provisions of Article 5 of the Information and Electronic Transactions Law which confirms that "Electronic Information and/or Electronic Documents and/or their printouts are legal evidence and are an extension of legal evidence in accordance with the applicable procedural law in Indonesia in accordance with the provisions stipulated in this Law". The above provisions should provide an explanation that electronic signatures can be used as legal evidence in court as other evidence regulated in the Civil Code. This is based on the provisions of Article 11 of the Information and Electronic Transactions Law which states that:

> Electronic Signatures have legal force and consequences as long as they meet the following

requirements: (a) related Electronic Signature creation data only to the Signer; (b) the Electronic Signature creation data at the time of the electronic signing process is only in the control of the Signatories; (c) any changes to the Electronic Signature that occur after the time of signature are known; (d) any changes to the Electronic Information related to the Electronic Signature after the signing time can be known; (e) there are certain methods used to identify who the Signatories are; and (f) there is a certain way to show that the Signer has given approval to the related Electronic Information.

As evidence that has been recognized for its use, electronic signatures certainly have inherent legal force as regulated in the Information and Electronic Transactions Law. Electronic signatures are made by using asymmetric cryptology technology, which combines a private and public key which can be a proof that the electronic document created is the will of the sender. Electronic document signing authentication is indicated when the public and private key pair can be associated with the defined legal owner, so that the electronic signature can link or associate the document with the signing. Basically, the electronic signatures cannot be forged, unless the signer loses control of his private key.

Electronic signatures can identify signed documents with a much higher degree of certainty and accuracy than paper signatures. In addition, as evidence in court, proof of electronic signature does not require verification by looking carefully (comparing) between the signature contained in the document with an example of the original signature as is usually done in manual signature checking.

Looking at the description of the explanation of the authenticity of the electronic signature above, it is clear that an electronic document in which an electronic signature is affixed has authentication. Moreover, there is a Certification Authority (CA) as an agency that acts to issue electronic signature certifications and guarantees the confidentiality of the electronic signature.

The electronic signature rules in the Information and Electronic Transactions Law are not in line with the Civil Code, in which the Civil Code has stipulated 5 (five) kinds of legal evidence, namely: written evidence, witnesses, confessions, allegations and oaths. It can be seen that the Law of Proof of the Civil Code and Law Number 42 of 1999 concerning Fiduciary Guarantees has not specifically regulated the existence of electronic signatures as the evidence. Advances in technology have prompted the construction of national laws to regulate electronic signatures as evidence. Especially in civil cases involving e-commerce, electronic signatures are often found as evidence in court proceedings.

Regarding the issue of proving electronic signatures, the unfamiliarity of electronic evidence makes it difficult to prove if a case occurs in the field. This certainly creates a conflict of norms; therefore, in resolving disputes in court, judges are required to dare to make legal breakthroughs. It is because the judge is the most powerful in deciding a case and because he is also the one who can give a verdict, which cannot be directly based on a written or unwritten legal regulation.

According to the theory of Hans Kelsen with the concept of the Rule of

Law or Law Enforcement, the the law is enforced for the sake of legal certainty, the law is used as the main source for judges in deciding cases, the law is not based on wisdom in its implementation, the law is dogmatic. In addition, a breakthrough must be sought in order to obtain answers to these problems. The existence of electronic signatures in the legislation must be made a new approach. This approach covers two fields of science (law and technology); therefore, it is not pegged to current conditions where there are no regulations. Recognition of electronic signatures in court is not a simple matter. There are still many parties arguing about it, considering that in practice, electronic data can be manipulated. The security and trustworthiness of a system is a guarantee for system users, including the validity of the data generated from the electronic mechanism. However, of course the system concerned must be certified by an authorized institution.

The difficulty of proving can be minimized, by making these breakthroughs. The reason is, electronic signatures using cryptographic technology have a high level of difficulty to break through. Existing data will be more secure and will be able to play a role in court. Another alternative, before the law is enacted, it is better to enact regulations or agreements to recognize electronic data in the sphere of commerce. If a case occurs, the electronic data is accepted as evidence.

The electronic signatures can be used as the legal evidence and have complete and perfect proof power as valid evidence and have complete and perfect proof power like an authentic deed. If in a civil case examination in court presents an electronic signature as evidence, then in accordance with the legal principle of *lex specialis derogat legi generali*, the judge must be guided by the provisions stipulated in the Information and Electronic Transactions Law, even though the Civil Code does not regulate electronic signatures as the evidence in the trial. In line with the legal purpose in essence, then with evidence in the civil process, it aims to resolve disputes between litigants in the fairest way possible by providing legal certainty both for litigants and for society in general. According to Apeldoorn, legal certainty has two aspects, namely: First, that the law can be determined (bepaalbaarheid) in concrete matters, namely parties seeking justice want to know what the law in specific matter before starting the case. Second, the legal certainty means the legal security. It means the protection for the parties against the arbitrariness of the judges, but by not forgetting the benefits of the judge's decision to society in general

III. CLOSING

The validity of the electronic signing system on the Fiduciary Guarantee Certificate can be accountable and legal before the law and is guaranteed by the Directorate General of General Legal Administration of the Ministry of Law and Human Rights (Kemenkumham) published online. The legal basis is based on the Circular Letter of the Directorate General of AHU 06.OT.03.01 of 2013 concerning the Implementation of the Electronic Fiduciary Registration Administration System (Online System) issued by the Ministry of Law and Human Rights (Kemenkumham) and the Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number 8 of 2013 concerning the Delegation of

the Signing of the Electronic Fiduciary Guarantee Certificate.

Evidence in civil cases, especially in Indonesia, cannot be separated from the Fourth Book of the Civil Code regulating Evidence and Expiration. Electronic signatures have inherent evidentiary power like other evidence that has been regulated in the Civil Code. Based on the provisions of Law Number 11 of 2008 concerning Information and Technology, the electronic signatures have legal force; therefore, they can be used as legal evidence in court, as long as they meet the applicable requirements.

The government should immediately make or compile legislation that specifically regulates electronic signing evidence. Therefore, the legal certainty is created if there is a fiduciary guarantee dispute that uses electronic signature evidence in court.

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