



THE URGENCE OF CYBER NOTARY IN THE DEVELOPMENT OF LAW IN INDONESIA

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Abstract

The legality of a cyber notary-based Notary Deed as an Authentic Deed based on Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Positions and positive law in Indonesia is that it does not have perfect proof like an Authentic Deed, because a Notary Deed with using the cyber notary does not meet the requirements for the Authenticity of a Deed as stated in the provisions of Article 1868 of the Civil Code.

In addition, Law Number 2 of 2014 concerning Amendments to Law Number: 30 of 2004 concerning the Position of a Notary and Law Number 11 of 2008 concerning Information and Electronic Transactions have also not explicitly accommodated the application of Cyber Notary to an Authentic Deed, so that A deed made by a Notary using a Cyber Notary does not have the power of proof like an Authentic Deed.

Notary deeds using a cyber notary are not recognized as electronic evidence. This is because there is a prohibition in the provisions of Article 5 paragraph (4) of Law Number 11 of 2008 concerning Electronic Information and Transactions which reads: "The provisions regarding electronic information and/or electronic documents as referred to in paragraph (1) do not apply to :

1. *A letter which according to the law must be in written form;*

The letter and its documents which according to the law must be made in the form of a notarial deed or a deed made by the official making the deed."

Keywords: Indonesian Law, Notary, Cyber.

I. INTRODUCTION

I.1 Background Of The Problem

Modernization has caused significant changes to attitudes, mentality, knowledge, skills and social structures in order to lead to a

prosperous life which will require the will and have the skills to modernize various aspects of life including economic, legal, health and other

aspects.¹ At this time the existence of the internet and sophisticated integrated technology facilitates human work, one of which is the work of the notary profession.² The term Cyber Notary existed in 1995 but due to legal ignorance and technological advances hampered the development of this effort. According to Lolly Amalia Abdullah, Director of Information Systems in her commentary on Law Online Cyber Notary is a concept that utilizes technological advances in carrying out the duties and authorities of a Notary. Document digitization is a challenge for Notaries, especially with regard to document authentication.³ Advances in information technology have had a positive impact on improving the economy, one of which is transactions via the internet where a person can make a sale and purchase agreement without having to meet in person considering the very long

distance between the two parties. The role of the Notary is required to be able to participate in the development of technology and information, because in an electronic transaction it is very possible for the intervention of a Notary as a trusted third party in conventional transactions.⁴

Since the enactment of Law no. 19 of 2016 Amendments to Law No. 11 of 2008 concerning Information and Electronic Transactions, slowly but surely buying and selling transactions shifted from conventional to electronic based, hence known as e-Commerce. Not only that, the line of government administration, especially public services, is also promoting electronic-based services or called E-Government.⁵ This is as stipulated in the government program, namely, the development of Information and Telecommunications Technology (ICT) with the term E-Government. In terms of public services, there is a type of

¹ I Wayan Gde Wiryawan. 2021. *Urgensi Perlindungan Kurir Dalam Transaksi E-Commerce Dengan Sistem COD (Cash On Delivery)*. Fakultas Hukum Universitas Mahasaraswati. Denpasar. p. 187

² Ketut Sukawati Lanang Putra Perbawa. 2021. *Konsep Dan Prinsip Pengaturan Perlindungan Data Pribadi Di Indonesia*. Fakultas Hukum Universitas Mahasaraswati. Denpasar. p. 35

³ Pemerintah dan INI bahas Konsep Cyber Notary, <https://www.hukumonline.com/berita/baca/lt4cf78b15c9e15/pemerintah-dan-ini-bahas-konsep-icyber-notary/>

⁴ Dewa Ayu Widya Sari. 2018. *Kewenangan Notaris di Bidang Cyber Notary Berdasarkan Pasal 15 Ayat (3) Undang-Undang No 2 tahun 2014 Tentang Perubahan Atas Undang-Undang No. 30 Tahun 2004 Tentang Jabatan Notaris*. Jurnal Ilmiah Prodi Kenotariatan Universitas Udayana. p. 219

⁵ Pasaribu Humisar Parsa Orangtua Yurnie Pasoreh Sintje A. Rondonuwu. 2017. *Implementasi Teknologi Informasi dan Telekomunikasi Study Tentang E-Government Di Kominfo Kota Manado, e-journal "Acta Diuma"*. Volume VI. No. 3 Tahun 2

non-government service but it is closely related to the implementation of public services and is thick with regulations because its duties and functions are regulated by law, namely Notaries in Article 1 paragraph (1) of Law Number 2 of 2014 concerning Amendment to Law Number 30 of 2004 concerning Notary Positions, it is stated that "Notaries are public officials who are authorized to make authentic deeds and have other authorities as referred to in this law or based on other laws".

So far, notary services are still conventional, it is very inappropriate if notaries still use conventional methods in services in the field of electronic transactions where speed and timeliness and efficiency are needed by the parties in conducting transactions. The development of the function and role of a Notary in an electronic transaction process was popularized with the term Cyber Notary. Authority of a Notary Public based on Article 15 paragraph (3) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary which contains the phrase "other authorities" regulated in laws and regulations, among others: the authority to certify exercised

electronically (Cyber Notary), making deeds, pledges, endowments, and aircraft mortgages. In the explanation of Article 15 paragraph (3), it is mentioned about the authority of a Notary in conducting certification which is carried out electronically (Cyber Notary). The explanation of what is meant by Cyber Notary is not explained in detail and its scope is not explained. Because it was not explained specifically, the writer decided to interpret from the root of the sentence. The term certification comes from the English language "certification" which means a statement or temporary ratification in Dutch "waarmerken" which means ratification, all letters under the hand or deed under the hand that are signed, or stated with fingerprints can be requested for ratification to the chairman of the District Court. , Regional Head, through the local civil servant or to a Notary.⁶ The definition of Cyber Notary to date from various literary sources and the opinions of experts, there is no definitive definition that is binding. According to Emma Nurita, the main principle applied to cyber notary is the provision of understanding limits that so

⁶ R. Subekti dan R. Tjitrosudibio. 2009. *Kitab Undang-Undang Hukum Perdata*. Pradnya Paramita. Jakarta. p. 475

far in carrying out the duties and authorities of his position, namely in making a deed, either the parties or the deed of relaas always have to face each other or always meet physically in a certain place. However, with the use or application of this information technology, this is no longer necessary.⁷

The concept of Cyber Notary wants to provide a legal framework, namely so that the act of facing the parties or facing a Notary, which later the Notary will no longer have to meet physically (face to face) in a certain place, in this case the parties may be in a different place with the position or area of office of the Notary, on the other hand the parties are in different places.⁸ Changes to this development do not rule out the possibility to make a large enough positive contribution to the implementation of the duties and authority of a notary. As it is known that the existence of a notary is based on the need for a notarial deed which has binding evidence strength and as strong evidence and has an essential juridical value in every legal relationship in the event of a dispute in public life.

⁷ Emma Nurita. 2012. *Cyber Notary, Pemahaman Awal dalam Konsep Pemikiran*. Refika Aditama. Bandung p. xii

⁸ *Ibid.* p. 17

Notaries also act as public officials and are given the main task and authority by the State to serve the community and the public interest in making authentic evidence in the civil sector in the form of an authentic deed. So that the development of Information and Communication Technology can give birth to changes so that the role and performance of Notaries can be optimized and do not lag behind in following these changes in accordance with the demands of modern society and the progress of the times that are developing rapidly. Besides that, there are various benefits and advantages that will be obtained because of course the implementation of a Notary's task is faster and saves time and is practical.

According to Norbert Wiener, cyber comes from the word cybernetic which means a combination of several sciences including computers, mathematics, electricity and psychology, meaning that cyber is about computerization which is an electronic media in cyberspace (cyber space) which is used for one-way or reciprocal communication purposes by online.⁹ If it is associated with Article 16 paragraph (1) letter m of Law Number 2 of 2012 Amendments to Law Number 30 of 2004 concerning the Position of a

⁹ Didik M Arif Masur dan Elisatris Gultom, 2005, *Cyber Law, Aspek Hukum Teknologi Informaasi*, cetakan ke 2. Bandung. p. 122.

Notary which states: "That in carrying out his position a Notary is obliged to read the deed before appearing in the presence of at least 2 (two) witnesses or 4 (four) witnesses specifically for the making of an underhand will and signed at the same time by the appearer, witness and notary". Based on the formulation, it is clear that there is a direct meeting between the parties before a notary. Whereas in the concept of cyber notary, on the contrary, this in-person meeting is not absolute because its function is replaced by telecommunication tools, so this is where the conflict of law arises between the conventional Notary deed product and the electronic Notary deed product or Cyber Notary. Based on the background reasons that have been described, the author raises a paper with the title Cyber Notary Urgency in Legal Development in Indonesia;

II. DISCUSSION

II.1 Application of Cyber Notary in the Legal System in Indonesia

After the enactment of Law Number 11 of 2008 concerning Information and Electronic Transactions on April 21, 2008 then expanded the form of documents/deeds/contracts which were initially only in written form to be able to be presented electronically and at the same time the existence of this Law became the legal umbrella. Characteristics of documents/deeds that were previously

in written form, used to explain or state a legal event, and can be used as evidence are now becoming increasingly widespread. Not only limited in the form of letters, securities, securities, deeds, sound recordings, pictures in films, through the definition of electronic documents as mandated in Article 1 paragraph (4) of Law Number 19 of 2016 concerning Information and Electronic Transactions, it provides the form of documents. can be in the form of: Analog, Digital, Electromagnetic, Optical, or the like, which can be seen, displayed, and/or heard through a Computer or Electronic System, including but not limited to writing, sound, pictures, maps, designs, photographs or the like, letters, signs, numbers, Access Codes, symbols or perforations that have meaning or significance or can be understood. However, the substance that is emphasized is that electronic documents contain information about a legal event. In its amendment to Law Number 19 of 2016, the preamble only contains juridical reasons for the shortcomings in Law Number 11 of 2008 in the form of guaranteeing recognition and respect for the rights and freedoms of others and to fulfill fair demands in accordance with

considerations of security and order. In a democratic society, it is necessary to make changes to Law Number 11 of 2008 concerning Information and Electronic Transactions in order to realize justice, public order and legal certainty. Article 2 of Law Number 11 of 2008 which reads: "This Law applies to every person who commits a legal act as regulated in this Law, both within the jurisdiction of Indonesia and outside the jurisdiction of Indonesia, which has consequences within the jurisdiction of Indonesia and/or outside the jurisdiction of Indonesia and is detrimental to the interests of Indonesia." The author sees a legal loophole in the sound of this article where the phrase "applies to every person who commits a legal act both within the jurisdiction of Indonesia and outside the territory of Indonesia. Indonesian law" This norm exceeds the proper authority, a country has its own sovereignty so that a law by one country cannot regulate legal actions outside its legal area/jurisdiction where that country is sovereign.

As we understand a legal norm can be applied when the country has entered into a bilateral or multilateral agreement or adopted an international convention and has effectively ratified

and enforced it. The phrase "which has legal consequences within the jurisdiction of Indonesia and/or outside the jurisdiction of Indonesia and is detrimental to the interests of Indonesia" gives rise to a one-sided interpretation that only benefits the interests of Indonesia and is not balanced. Although Article 18 of Law No. 11 of 2008 stipulates the authority to choose the law that applies to international Electronic Transactions, this phrase implies that this Law is only present to prevent Indonesia's losses, not to resolve disputes in a balanced and complete manner.

In relation to Cyber Notary, it cannot be separated from the Main Regulation, namely Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary as the main basis for Cyber Notary. In the preamble letter b which reads "that to ensure certainty, order and legal protection, authentic written evidence is needed regarding legal acts, agreements, stipulations, and events made before or by an authorized official" still emphasizes that the main evidence is which has an authentic nature, must be written in order to explain and prove the actions,

agreements, stipulations, and legal events made before or by an authorized official. In the preamble to letter d which reads "that several provisions in Law Number 30 of 2004 concerning the Position of a Notary are no longer in accordance with legal developments and the needs of the community so that changes need to be made" the sound of this preamble should be able to accommodate social changes, developments in information technology, and needs in it which should accommodate the use of Cyber Notary, electronic deeds, and electronic systems in the formulation and preparation of deeds as authentic evidence. Article 1 of the Law of the Republic of Indonesia Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Notary Position regulates and provides general understanding regarding the scope of the Notary Position, there are several things that have a correlation with the document and/or deed namely :

1. Article 1 Notary Deed, hereinafter referred to as Deed, is an authentic deed made by or before a Notary according to the form and procedure stipulated in this Law.
2. Minutes of Deed are original Deeds that include the signatures of the appearers, witnesses, and Notaries, which are kept as part of the Notary Protocol.
3. A copy of the Deed is a verbatim copy of the entire Deed and at the bottom of the copy of the Deed the phrase "is given as a COPY with the same sound".
4. Deed Quotation is a word for word quote from one or several parts of the Deed and at the bottom of the Deed quote the phrase "given as a QUOTATION" is stated.
5. Grosse Deed is a copy of the Deed for debt acknowledgment with the head of the Deed "FOR JUSTICE BASED ON THE ALMIGHTY GOD", which has executive power.
6. Notary Protocol is a collection of documents constituting state archives that must be stored and maintained by a Notary in accordance with the provisions of laws and regulations.

From the definitions above, it does not appear that electronic documents or deeds have been explicitly mentioned, most of them are still oriented to written deeds that have not been linked to electronic deeds as a result of the electronic system.

The provisions of Article 15 paragraph (3) of Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning the Position of a Notary which stipulates that a Notary also has other authorities regulated in the legislation. This has been mentioned in the explanation of Article 15 paragraph (3) regarding Amendments to Law Number 30 of 2004 concerning the Position of Notary, one of which is about cyber notary. The explanation of this article becomes the legal umbrella for certifying transactions conducted electronically (Cyber Notary). However, the explanation of the article is in conflict with the norms of the next article, namely article 16 paragraph (1) letter m of Law number 2 of 2014 concerning amendments to law number 30 of 2004 concerning the position of a notary which essentially states: "that a notary must be present to read and sign the deed before the appearer at the same

time and witnessed by at least 2 (two) people", besides that the deed made still has a question mark whether it has fulfilled the authenticity of the deed which has been regulated in Article 1868 of the Civil Code (KUHPperdata). or not because the provisions in Article 1868 of the Civil Code are requirements for the authenticity of the deed which states that an authentic deed is a deed made in the form determined by law, made by or before public officials who have power for that at the place where the deed was made.

Knowing the existence of a condition of laws and regulations that are not harmonious (conflicts between articles), especially in article 15 paragraph (3) with article 16 paragraph (1) letter m Law number 2 of 2014 concerning Amendments to Law Number 30 of 2004 regarding the position of a notary. Where Article 15 paragraph (3) stipulates that a Notary has other authorities regulated in laws and regulations, one of which is to provide opportunities to practice using a Cyber Notary. By being able to do a cyber notary, technically the notary practice of the parties can not meet directly but can be assisted with information technology intermediaries.

This is clearly contradictory to the provisions of Article 16 paragraph (1) letter m which stipulates that "a Notary must be present to read and sign the deed before the appearer in the presence of at least 2 (two) witnesses, or 4 (four) special witnesses. for the making of a private will, and signed at the same time by the appearers, witnesses, and notaries". However, this has received an exception and has become the basis for justifying cyber notary practices where in Article 16 paragraph (7) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary opens the opportunity for cyber notary to be carried out on the existence of electronic documents or documents. electronic deed because it is not mandatory to read the deed before a notary when the appearer wants the deed not to be read because the appearer has read, knows, and understands its contents, provided that this is stated in the closing of the deed and on each page of the Minutes of the deed initialed by the appearers, witnesses, and Notary Public. With this decision, the making of an electronic deed can be justified and the strength of the proof is the same as a private deed and can be upgraded to

an authentic deed when the appearer appears before a Notary for ratification, and is initialed by a witness and a Notary.¹⁰

From the description above, the technical implementation of cyber notary regarding the procedure for making a notary deed is related to the validity and contains 3 (three) main points, namely:

1. A Notary Deed as described in Article 1 paragraph (7) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary means an authentic deed made by or before a Notary according to the form and procedure adopted. stipulated in this Law;
2. In the case of certification as referred to in the explanation of Article 15 paragraph (3) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary, it is considered the same as a private deed which is

¹⁰ Nurul Muna Zahra Prabu, 2019, *Problematika Penerapan Cyber Notary Dikaitkan Dengan Undang-Undang Nomor 2 Tahun 2014 Tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris*, Jurnal Surya Kencana, Universitas Yasri, p.895.

ratified by a Notary (legalization) Thus, the certification process carried out by a Notary is only like legalizing a deed that is not an authentic deed where the date, time, location, and details of the legal event cannot be ascertained with certainty by the Notary. The notary must be able to provide certainty of the date and signature of the parties / appearers, the method is to have it read and signed in front of the notary and the parties. In the presence here it is intended to be physically present, not through the help of information technology facilities.

3. Cyber notary can also be carried out by a notary in the form of a certification containing the meaning of an underhand letter that is registered before a notary (warmeking). If so, the consequences, even if it is carried out with a cyber notary, will not cause problems because the Notary has no responsibility for the certainty of the date, time and content as well as the form

of the letter made by the parties / appearers.¹¹

II.2 How is the Legality of a Cyber Notary-based Notary Deed as an Authentic Deed?

According to Article 1 point 7 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary, it states that: "A Notary Deed, hereinafter referred to as a Deed, is an authentic deed made by or before a Notary according to the form and procedure. the manner stipulated in this Law." Regarding the form of the Notary deed as stated above, it is explained in more detail in Article 38 of Law no. 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary, namely:

Each deed consists of:

Beginning of deed or head of deed,
Body of deed, End or closing of deed:

1. The beginning of the deed or the head of the deed contains:

- a. title of deed
- b. Deed number
- c. Hour, day, date, month and year, and;
- d. Full name and domicile of Notary

¹¹ *Ibid* p.896

2. The body of the deed contains:
 - a. full name, place and date of birth, nationality, occupation, position, position, residence of the appearers and/or the person they represent;
 - b. information regarding the position of acting against
 - c. the contents of the deed which is the will and desire of the interested party; and
 - d. full name, place and date of birth, as well as occupation, position, position, and residence of each identifying witness
3. The end or closing of the deed contains:
 - a. a description of the reading of the deed as referred to in Article 16 paragraph (1) letter m or Article 16 paragraph (7);
 - b. a description of the signing and the place of signing or translation of the deed, if any;
 - c. full name, place and date of birth, occupation, position, position, and residence of each witness to the deed; and
 - d. a description of the absence of changes that have occurred in the making of the deed or a description of any changes that may be in the form of additions, deletions, or replacements as well as the amount of the changes.
4. The notarial deed of substitute and temporary notary official, in addition to containing the provisions as referred to in paragraph (2), paragraph (3), and

paragraph (4), also contains the number and date of appointment, as well as the official who appointed it.

A notarial deed can become an authentic deed if it fulfills the requirements of the legislation, especially Article 1868 of the Civil Code. Based on the definition of an authentic deed in Article 1868 of the Civil Code, there are 3 (three) requirements for an authentic deed, namely

1. *The deed must be drawn up in the form and procedure determined by law.*
2. *Deed made by (door) or before (ten overstaan) a public official.*
3. *The official must have the authority to make the deed.*

In addition to the size or limitation regarding the authenticity of a deed as referred to in Article 1868 of the Civil Code, there are also civil sanctions that have an impact on the deed if the Notary commits an act of violating a certain article, namely the Notary Deed will have the power of proof as a private deed or in other

words the deed has lost its authenticity.¹²

Article 1869 of the Civil Code stipulates that a notarial deed as a private deed can occur if it does not meet the provisions because:

1. *The public official concerned is not authorized; or*
2. *The inability of the public official concerned; or*
3. *Defective in form."*

These provisions are explicitly stated in certain articles in Law no. 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary which states that if it is violated by a notary, the notary deed has the power of proof as an underhand deed, namely in Article 16 paragraph (9) which refers to Article 16 paragraph (1) letter m and paragraph (7) of Law no. 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary is included in the defect in the form of a notarial deed, because the reading of the deed by a notary in front of the parties and witnesses is an

obligation to explain that the deed made is in accordance with the will of the person concerned. , and after the reading has been carried out and then signed by the appearers, witnesses, and notaries at the same time, it must be stated at the end of the notary deed. Likewise, if the notary does not read it in front of the parties, but the parties wish to read the deed themselves, then the will of the parties must be stated at the end of the notary deed. Thus, whether the deed is read out or not, it must be stated at the end of the deed. If this is not done, there are formal aspects that are not fulfilled which will result in the deed being deformed in terms of form. Regarding the reading of the deed by a Notary, it is a must in every authentic deed, the reading of the deed is part of the verification or inauguration of the deed (reading and signing). Because the deed was made by a notary, it must also be read by the notary concerned, not by other people such as assistants or notary employees. Law Number 11 of 2008 concerning Information and Electronic Transactions which reads:

- 1) Electronic information and/or electronic documents and/or

¹² Kadek Setia Dewi dan I Made Hendra Wijaya, 2020, *Legalitas Akta Notaris Berbasis Cyber Notary Sebagai Akta Otentik*, *Jurnal Hukum Universitas Mahasaraswati. Denpasar*, p. 130 .

their printouts are valid legal evidence;

- 2) Electronic information and/or electronic documents and/or their printed results as referred to in paragraph (1) are extensions of valid evidence in accordance with procedural law in force in Indonesia;
- 3) Electronic information and/or electronic documents are declared valid if they use an electronic system in accordance with the provisions stipulated in this Law.

Furthermore, in Article 15 paragraph (1) of Law Number 11 of 2008 concerning Electronic Information and Transactions which reads: "Every Electronic System Operator must operate an Electronic System reliably and safely and be responsible for the proper operation of the Electronic System." Then also in Article 16 paragraph (1) of Law Number 11 of 2008 concerning Electronic Information and Transactions which reads "As long as it is not stipulated otherwise by a separate law, every Electronic System Operator is required to operate an

Electronic System that meets the following minimum requirements:

- a. *Can display Electronic Information and/or Electronic Documents in their entirety in accordance with the retention period stipulated by the Laws and Regulations;*
- b. *Can protect the availability, integrity, authenticity, confidentiality, and accessibility of Electronic Information in the Electronic System Operation;*
- c. *Can operate in accordance with the procedures or instructions in the Electronic System Operation;*
- d. *Equipped with procedures or instructions announced in language, information, or symbols that can be understood by the party concerned with the Electronic System Operator;* and
- e. *Have a continuous mechanism to maintain the novelty, clarity, and accountability of procedures or instructions.*

A form of electronic document, can have original and original proof power

if it uses an electronic system safely, reliably, and responsibly. However, according to positive Indonesian law, the Notary Deed regarding the implementation of the cyber notary is not recognized as electronic evidence. This is because there is a prohibition in the provisions of Article 5 paragraph (4) of Law Number 11 of 2008 concerning Electronic Information and Transactions which reads: "The provisions regarding electronic information and/or electronic documents as referred to in paragraph (1) do not apply to :

- 1. A letter which according to the law must be in written form;*
- 2. The letter and its documents which according to the law must be made in the form of a notarial deed or a deed made by the official making the deed."*

Thus, if it is associated with a Notary deed against the implementation of a cyber notary where the notary deed is in electronic form (electronic deed), then the power of the Notary deed does not have perfect proof like an authentic deed, this is because the Notary deed in electronic form (electronic deed) does not fulfill the requirements for the authenticity of a deed, in addition, Law Number 2 of 2014 and Law Number 11

of 2008 concerning Information and Electronic Transactions have not accommodated this.

III. CLOSING

1. Provisions of Article 15 paragraph (3) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary which brings fundamental changes to the working procedures of a Notary that can be carried out with a cyber notary. However, this article conflicts with the provisions of the next article, namely Article 16 paragraph (1) letter m of Law number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary which essentially states: "That a Notary must be present to read and sign the deed before the appearer at the same time and witnessed by at least 2 (two) people". However, in the provisions of article 16 paragraph (7) it opens up opportunities for cyber notaries to carry out electronic documents or electronic deeds because they are not required to

read the deed before a notary when the appearers want the deed not to be read because the appearers have read themselves, know, and understand the contents, provided that that it must be stated in the closing of the Deed and on every page of the Minutes of Deed initialed by the appearers, witnesses, and the Notary, so that the deed made through the cyber notary mechanism has the validity of an authentic deed.

On the other hand, the current position of cyber notaries in terms of the Notary's work area is facing obstacles in its implementation, starting from Article 18 paragraph (1) of the Notary Position Law which clearly and firmly mandates that a Notary must have a domicile in the Regency or City area while Elucidation of Article 15 paragraph (3) of Law Number 2 of 2014 concerning amendments to law Number 30 of 2004 concerning the position of a notary that gives other powers to a notary as regulated in the legislation, one of which is

about cyber notary. So that the Article regarding the Notary's work area becomes irrelevant to the presence of a Cyber Notary. As a result of the times and market demand (the will of the parties) as well as the existence of a legal umbrella through Article 15 paragraph (3) of Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning Notary Positions which are given other powers to Notaries which are regulated in laws and regulations. If it is related to the conflict of norms between the application of a Cyber notary that violates the work area of a Notary because of its borderless nature and real time online (based on the current time), it is appropriate to consider the aspect of justice in it. With notarial conditions, especially regarding Cyber Notary, which currently there are still many contradictions and disharmony to the legal umbrella, this implies that Cyber Notary has not been able to apply optimally. It is clear that the main obstacles

that hinder the implementation of Cyber Notary are related to the limitation of the Notary's work space and the Notary's obligation with the parties to meet and deal directly.

2. Legality of a Notary Deed Based on a cyber notary as an Authentic Deed based on Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Positions and positive law in Indonesia is that it does not have perfect proof like an Authentic Deed, because the Deed The notary using the cyber notary does not meet the requirements for the Authenticity of a Deed as stated in the provisions of Article 1868 of the Civil Code.

In addition, Law Number 2 of 2014 concerning Amendments to Law Number: 30 of 2004 concerning the Position of a Notary and Law Number 11 of 2008 concerning Information and Electronic Transactions have also not explicitly accommodated the application of Cyber Notary to

an Authentic Deed, so that A deed made by a Notary using a Cyber Notary does not have the power of proof like an Authentic Deed.

Whereas in addition, a Notary Deed using a cyber notary is not recognized as electronic evidence. This is because there is a prohibition in the provisions of Article 5 paragraph (4) of Law Number 11 of 2008 concerning Electronic Information and Transactions which reads: "The provisions regarding electronic information and/or electronic documents as referred to in paragraph (1) do not apply to :

1. *Letters which according to the law must be in written form;*
2. *The letter and its documents which according to the law must be made in the form of a notarial deed or a deed made by the official making the deed."*

Thus, if it is associated with a Notary Deed against the implementation of a cyber notary where the notary deed is

in electronic form (electronic deed), then the power of the Notary deed does not have perfect proof like an Authentic Deed, this is because the Notary Deed in electronic form (electronic deed) does not meet the requirements for the authenticity of a deed as regulated in the provisions of article 1868 of the Civil Code, while Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Positions and Law Number 11 of 2008 concerning Information and Electronic Transactions also does not firmly accommodate this...

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