

COMPARISON OF CIVIL LAW REGARDING THE IMPLEMENTATION OF CYBER NOTARY IN COUNTRIES WITH COMMON LAW AND CIVIL LAW TRADITIONS

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Received: 2021-10-09; Reviewed: 2021-10-09; Accetped: 2022-04-23; Published: 2022-04-23

Abstract

In the era of modern technology as it is today and even more so in the Covid-19 pandemic, cyber notary is also mentioned as a post that needs to carry out each technical aspect of his/her authority and duties as a notary with the help of technology, especially that is related to the urgency of making a notary deed electronically. Article 16, Paragraph (1), lines C and M of the Law on Notary's Position (Undang-Undang Jabatan Notaris-UUJN) requires a notary to embed a fingerprint as an attachment to the original deed and read out the deed/agreement in the presence of client attended by at least two (2) witnesses, and after being read, should be signed by the client, witnesses, and a notary. Meanwhile, the Law on Article 5 Paragraph (4) on Information Technology and Electronic Transaction (UU ITE) provides limitations by making exceptions to notary deed is not included in the category of electronic information or document. Therefore the problem concerning the creation of a legally binding relationship (a deed) using electronic means (e-Notary) has not yet received a solid legal basis and has not guaranteed legal certainty, especially regarding the authenticity and existence of the electronic deed. In addition, the research will also explore the practice of implementing the development of the cyber notary concept in the field of civil law in several countries, both those with the Common Law tradition and the Civil Law tradition, many of which have empowered the function and role of a notary in electronic transactions. The utilized research technique is the normative legal research technique by using the approach to legislation and analysis of legal concepts sourced from primary or secondary legal materials. The results indicate that the concept of a cyber notary in creating a deed by electronic means (e-Notary) requires arrangements that provide clear rules regarding the terms or conditions in the framework of making a notary or authentic deed conducted using the concept of a cyber notary. Thus, the notary can carry out professional duties without contradicting the laws and regulations. In addition, the development of the cyber notary concept that comes from the Common Law System tradition in practice has been widely applied and is no exception for the Indonesian state which is included in the tradition of countries that adhere to the Civil Law System as a modern legal state, of course, cannot escape developments outside the law.

Keywords: Notarial Deed; Cyber Notary; Electronic Document;

INTRODUCTION

A notary is a public official authorized to assist and provide services regarding a particular legal act. The activity restrictions due to the Covid-19 pandemic create obstacles for notaries in carrying out their duties, both in terms of consultations or making agreements¹. Efforts that can be carried out by a notary when faced with this situation are implementing e-notary through electronic media with voice call or video call features. The idea of a cyber notary creating an authentic deed by electronic means has long been discussed. The cyber notary is a concept that uses technological developments for notaries in preparing authentic deeds in cyberspace². Cyber notaries can assist notaries in carrying out their duties, for example, related to electronic handling of deeds and the General Meeting of Shareholders (Rapat Umum Pemegang Saham - RUPS) by teleconference.

The implementation of information technology in the inauguration of a notary deed, according to a cyber notary, is “a concept where a notary can work with existing developments on a technology basis, namely a cyber notary which is a public notary, by performing a service with document notary services electronically”³. This concept was born due to new technologies and the times that can affect the work of a notary, especially regarding time efficiency. These technologies include Electronic Signatures and video conferencing.

Making a notary deed by electronic means is one of the goals of the cyber notary concept that makes it easy for a notary to carry out the process of making a deed turns out that it has weaknesses related to the deed authenticity. A deed-making process by electronic means needs to pay attention to specific characteristics and requirements so that the deed can be said to be authentic and has good evidentiary power, for example, an authentic deed that is prepared electronically.

Based on Law no. 2 of 2014 in Article 15 Paragraph (1) and (2) regarding amendments to Law No. 30 of 2004 concerning the Notary Position (new UUJN), in the elaboration of Article 15 Paragraph (3) UUJN, No. 2 of 2014 is to carry out the certification of transactions carried out electronically (cyber notary)⁴. However, the drawback is that there are no complete rules regarding the cyber notary's authority. Thus, it stated that this word is explained in the elaboration of the latest Article 15 Paragraph (3). Still,

¹ Edwar, E., Rani, F. A., & Ali, D. (2019). Kedudukan Notaris sebagai Pejabat Umum Ditinjau dari Konsep Equality Before the Law. *Jurnal Hukum & Pembangunan*, 49(1), 180-201. < <https://doi.org/10.21143/jhp.vol49.no1.1916> > . investigators, public prosecutors, or judges with the approval of the notary public. with the issuance of Law Number 2 of 2014 concerning Notary Position Article 66 paragraph (1)

² Emma Nurita, 2012, *Cyber Notary: Pemahaman Awal Dalam Konsep Pemikiran*, ed. by Habib Adjie, Cet.1 (Bandung: Refika Aditama).

³ Wijnarko, F. R., Mulyoto, M., & Supanto, S. (2015). *Tinjauan Yuridis Akta Notaris Terhadap Pemberlakuan Cyber Notary Di Indonesia Menurut Undang-undang Nomor 2 Tahun 2014* (Doctoral dissertation, Sebelas Maret University)., 7–19.

⁴ Bahri, S., Yahanan, A., & Trisaka, A. (2019). Kewenangan Notaris Dalam Mensertifikasi Transaksi Elektronik Dalam Rangka Cyber Notary. *Repertorium: Jurnal Ilmiah Hukum Kenotariatan*, 142-157. < <https://doi.org/http://dx.doi.org/10.28946/rpt.v0i0.356> > .

it does not explain the purpose of a cyber notary. There are no rules regarding cyber notaries that further cause notaries to have doubts about using the concept of a cyber notary, so this has hampered the growth of the notary profession to provide services to citizens. Although the idea of a cyber notary exists in the new UUJN, the regulation has not been able to ensure an answer regarding this conception can be explained in practice and provides legal certainty.

It is interesting to study the legal certainty and cyber notary concept in electronic deeds by a notary relating to harmonization and synchronization with other laws and regulations. So that the notary, to carry out his authority and duties, especially to prepare electronic deeds, has a solid legal standing and can accommodate the community's interests in this era of globalization and digitalization.

Literature Review

I Dewa Gede Cahaya Dita Darmaangga and I Dewa Ayu Dwi Mayasari⁵ in their research entitled "Legalitas Peresmian Akta Notaris Berbasis *Cyber Notary* Melalui Media Konferensi Zoom", explained the legal consequences of notarial deeds inauguration through the Zoom Conference media and the legality of the inauguration of cyber-based notarial deeds through the Zoom Conference media. The inauguration of the deed, if carried out using the Zoom Conference media, has not been able to justify its legality or validity by applicable laws and regulations. Their research aims to find the legal consequences of the inauguration of a notarial deed if it is conducted using the Zoom conference media and the legality of the inauguration of a notarial deed on a cyber-based notary with the Zoom conference media. Their research indicates that the inauguration of the deed when carried out with the Zoom conference media, has not been able to justify its legality or validity. Their research has a relationship with this study because it has similarities in discussing the validity or legitimacy of a notarial deed electronically or virtually. Their research focuses on discussing the Zoom Conference media, while this research is not limited to the Zoom Conference media and also complements the "Circular of the Central Management of the Indonesian Notary Association (PP-INI) Number 67/35-III/PP-INI/2020" which contains guidelines for notaries to carry out their positions in conditions of working from home, especially those related to making agreements, meetings or actions based on the regulations of the Government Regulation in-lieu-of Acts (PERPU) the document can be prepared under the hand.

⁵ Darmaangga, I. D. G. C. D., & Mayasari, I. D. A. D. (2021). Legalitas Peresmian Akta Notaris Berbasis Cyber Notary Melalui Media Konferensi Zoom. *Acta Comitatus: Jurnal Hukum Kenotariatan*, 6(01). < <https://doi.org/10.24843/acta.2021.v06.i01.p16> > . "ISSN": "2502-8960", "abstract": "This study aims to find out about the legality of the inauguration of cyber-based notary deeds through the Zoom Conference media and the legal consequences of notarial deeds inaugurating the Zoom Conference media. The research method used is normative legal research methods that use a statutory approach and analysis of legal concepts based on primary and secondary legal materials. The study result show that according to Article 1868 of the Civil Code stipulates that the making of an authentic deeds is made is the presence of an authorized public official. Homeever, when referring to the explanation of Article 15 paragraph (3

The research method used in this study is normative legal research, which tests an existing provision or norm. It can also be stated as research conducted by technically observing secondary data or library materials. The employed technique in this study is the conceptualized approach, which explores various doctrines and views that grow in the science of law⁶.

DISCUSSION

The Concept of Cyber Notary Among Countries Adhering to Common Law and Civil Law Legal Systems

By observing developments in several countries, both in the form of Common Law and Civil Law, many countries have empowered the function and role of notaries in electronic transactions. Therefore, like it or not, Indonesia must also stimulate the implementation of notary services in electronic services, even to the point of providing notary services themselves electronically. The concept of a cyber notary has wide application in countries that adhere to Common Law System. As known in general, the legal system in the world is divided into two legal systems, namely the Anglo-Saxon legal system, or called the Common Law System, and Continental Europe, or called the Roman legal system or the Civil Law System. The Anglo-Saxon legal system is a legal system where the priority is an unwritten law that develops during people's lives and is used by judges in resolving cases directed at them, which generally uses a jury system at trial and the evidence prioritized in the presence of witnesses and written evidence is only a supporter of witness statements. In contrast, the Continental European legal system is a legal system where the law is made in written and codified form, which in terms of proof, is prioritized on written evidence⁷.

It affects the practice of notaries in the world that is then broadly divided into two schools, namely Latin Notaries and Anglo-Saxon Notaries. Latin notaries are adopted by countries that adhere to the Civil Law System, while Anglo-Saxon notaries are adopted by countries that adhere to the Common Law System. The Civil Law System began to enter Indonesia at the beginning of the 17th century, based on the historical tracing of the "*Republik der Verenigde Nederlanden*", in which, in 1620, a person named Melchior Kerchem, was appointed as the first notary in Indonesia⁸. The origins of this Latin Notary school began in Northern Italy. From Northern Italy, then it also expanded to France, the Netherlands, and to Indonesia with the existence of the *Vereenigde Oost Indische Compagnie* (VOC)⁹. The group of countries that adhere to the Civil Law System is European countries such as the Netherlands, France, Luxembourg, Germany, Austria,

⁶ Irwansyah, 2020, *Penelitian Hukum : Pilihan Metode Dan Praktek Penelitian Artikel*, ed. by Ahsan Yunus, Cet.3 (Yogyakarta: Mirra Buana Medi).

⁷ Wasis SP, 2002, *Pengantar Ilmu Hukum*, ed. 1. (Malang: UMM Press).

⁸ Notodisoerjo Soegondo, 1993, *Hukum Notariat Di Indonesia Suatu Penjelasan*, Cet.1 (Jakarta: Raja Grafindo Persada).

⁹ G.H.S. Lumban Tobing, 1999, *Peraturan Jabatan Notaris* (Jakarta: Erlangga).

Switzerland, Scandinavia (Denmark, Sweden, and Norway), Italy, Greece, and Spain, and also their former colonies. While the groups included in countries that adhere to the Common Law System are the UK, the United States, Canada, Australia, and South Africa¹⁰.

For countries that adhere to the Continental European legal system, the authority of a notary is very different from that of a notary in countries that adhere to the Anglo-Saxon legal system. Notaries in countries that adhere to the Continental European legal system called Latin Notaries are a profession carried out by legal experts (jurists) who are held for life or until retirement. Latin Notaries can provide advice to their clients in making written evidence. The authority of a notary in countries that adhere to the Anglo-Saxon system is only the registration of documents, which for a notary in Indonesia who adheres to the Continental European legal system is *waymarking* (registration of letters under the hand). In contrast, a notary in the Anglo-Saxon legal system Saxons does not play a role in making and determining the contents of the letter/deed. In addition, to become a notary in countries that adhere to the Anglo-Saxon system, on average, he does not undergo education as a jurist and has served for a certain period first. The deed that is a product of a Latin notary has the power of formal and material evidence and to particular legal actions also has executorial power. The strength of written evidence in the form of an authentic deed has the highest, strongest, and most complete place or perfect evidence in the Continental European legal system. It causes the position of a notary in the Continental European legal system to be crucial as his duties and authority in making authentic deeds¹¹. Therefore, the implementation of the concept of a cyber notary in the Common Law system will not affect the strength of the deed, while notaries in Indonesia who use the Civil Law system view that the deed organized by and before a notary is authentic. Thus, in the Common Law System country, the concept of a cyber notary can be widely applied. The countries that adhere to the Civil Law System, by contrast, are different where it is due to the legal characteristics differences, especially in case the differences in the notarial legal system between the two systems.

In its implementation, countries that adhere to Civil Law respond through the establishment of a separate Certification Authority (CA)/Certified Service Provider (CSP) technology to support the use of Electronic Signatures/Digital Signatures from notaries who are members¹², it is implemented, among others, in Italy, Spain, Germany,

¹⁰ Supriadi, 2006, *Etika & Tanggung Jawab Profesi Hukum Di Indonesia* (Jakarta: Sinar Grafika).

¹¹ Wila Chandrawila Supriadi, 1998, *Percikan gagasan tentang hukum ke-III : kumpulan karangan ilmiah alumni F.H. Unpar*, Cet. 1 (Bandung: Mandar Maju).

¹² Hague Conference on Private International Law (HCCH), 'Abolishing the Requirement of Legalisation for Foreign Public Documents (HCCH 1961 Apostille Convention' (Hague: Hague Conference on Private International Law (HCCH), 1961), p. Article 7."title": "Abolishing the Requirement of Legalisation for Foreign Public Documents (HCCH 1961 Apostille Convention", "type": "paper-conference"}, "uris": [{"http://www.mendeley.com/documents/?uid=4d03c337-d8dd-4ccc-8944-0c75f4b605ce"}], "mendeley": {"formattedCitation": "Hague Conference on Private International Law (HCCH

Belgium, and France so that notaries can submit a copy of the deed made by a public notary electronically.

France and Belgium made changes to their legal systems to accommodate e-authentication by changing the rules in their Civil Code. In contrast, countries such as the Netherlands and Germany made changes to the regulations/laws governing the position of a notary, especially provisions related to authentic deeds that open the interest of the validity of electronic signatures by emphasizing a minimalist approach (functional equivalent approach) for electronic signatures and a technological approach through cryptography, namely, as long as it meets the identification requirements (the identified electronic signature), there is no objection to the contents of the document (content approval) and guarantees regarding the integrity of the document (content integrity)¹³. When these elements are fulfilled, the judge will receive the electronic signature as evidence in court.

Although Indonesia is not yet a member of the Hague Apostille Convention, the provisions relating to electronic documents and electronic information, including electronic signatures, have been widely recognized and become best practices in exchanging documents used in international trade. Regarding the possibility of implementing an electronic/digital signature on a notary deed and its legality, there are 3 (three) important aspects of an authentic deed that need to be considered, namely the strength of formal evidence, the strength of material evidence, and the power of binding to third parties, in the sense that there is no denying power,¹⁴ this is something that a notary must accommodate both in his position as a Trusted Third Party (T3P) or as an e-notary service provider. The effectiveness of the notary's role both in cyber notary and e-notary will require the existence of electronic system infrastructure, the certainty of interconnection, and notary access to the Public Registration System and related electronic information such as population data and land records.

Legal Certainty of Notarial Deeds Made by Electronic Means Related to the Concept of Cyber Notary

Since the issuance of the "Letter of Appeal for the Central Management of the Indonesian Notary Association (PP-INI) on March 17, 2020", the notary office is recommended to minimize activities outside the office or in the office, and if there is no urgent need, the tasks that must be completed to the maximum can be completed at home. The elaboration of Article 15 Paragraph (2) of the UUJN Number 2 of 2014 explained the authority of a notary to conduct the certification of transactions through electronic means (cyber notary), although the elaboration of that article is contrary to

¹³ Josua Sitompul, 2012, *Cyberspace, Cybercrimes, Cyberlaw : Tinjauan Aspek Hukum Pidana* (Jakarta: PT. Tata-nusa).

¹⁴ Retnowulan Sutantio and Iskandar Oeripkartawinata, 2005, *Hukum Acara Perdata : Dalam Teori Dan Praktek* (Bandung: Mandar Maju).

the norms of another article, namely Article 1 Number 7 UUJN No. 2 of 2014 which states that a notary deed is an authentic deed prepared by or before a notary based on the procedures and forms specified for UUJN. The meaning is, juridically, the use of the words the *appearer, appearing*, before the law, and facing in Article 1 Number 7 of UUJN Number. 2 of 2014 is a real presence. The meaning is that physically, the relevant appearers come before the notary of their own free will¹⁵. The explanation of Article 15 Paragraph (3) of the UUJNP is considered a vague norm because it has not provided a clear understanding, even though it has been contained in the legislation. Certification in terminology means a stage, construct, or method of providing certification. The result is a certificate that is meaningful as a sign in the form of a printed or written statement from the authorized party used as proof of ownership or the incident¹⁶.

A cyber notary creates a conflict between the provisions of Article 15 and Article 16 Paragraph (1) of the UUJNP Number 2 of 2014. Article 15 explains that the other authority referred to is the authority of a notary in carrying out transaction certification with a cyber notary, while Article 16 Paragraph (1) explains the elements of the authenticity of a deed as stated in Article 1868 of the Civil Code. Article 15 Paragraph (3) explains that the other authority for this purpose is the authority to certify electronic transactions or what is called a cyber notary. This authority is deemed inappropriate if it is referred to as certification because its true meaning is to strengthen electronic transactions so that they can be considered legal¹⁷.

Article 16 Paragraph (9) UUJNP No. 2 of 2014, provides rules regarding the legal consequences that arise when a notary does not carry out the provisions of Article 16 Paragraph (1) in letter m as well as in Paragraph (7) of the UUJNP. The legal consequence caused when the deed is constructed in electronic means is the occurrence of degradation of the legal certainty of the deed. A notary who does not read the constructed deed prior to the parties' results in the strength of the evidence of the deed being used as an underhand deed except for deed of will as explained in Article 16 Paragraph (10) UUJNP. The degraded deeds into underhand deeds have proven power that cannot be equivalent to an authentic deed. Notaries must comply with all obligations that have been required

¹⁵ Arief Rahman Mahmoud, Ismail Navianto, and Nurini Aprilianda, 'Implikasi Hukum Bagi Notaris Yang Tidak Melekatkan Sidik Jari Penghadap Pada Minuta Akta', *Risalah Hukum*, 10.1 SE-Articles (2014), 61–71.

¹⁶ Winarno, D. P. (2016). Konsekuensi Yuridis Salinan Akta Notaris Yang Tidak Sama Bunyinya Dengan Minuta Akta Terhadap Keabsahan Perjanjian. *Arena Hukum*, 8(3), 411-427. < <https://doi.org/10.21776/UB.ARENAHUKUM.2015.00803.6> >. Article 1 point 9 of Law No. 2 of 2014 on the copy of the certificate, which is a copy of the verbatim of the entire deed on the bottom copy of the deed listed The phrase \"given as the same copy sound\". The position of the original copy of a notarial deed which can be used as evidence perfect be imperfect because the copy does not sound the same deed with a deed minuta, so it does not meet the formal requirements and substantive procedures deed. This resulted in a copy of the deed declared null and void. Juridical consequences of the agreement in a copy of the certificate, namely: the agreement can be declared null and void because it causes damages to the parties and contains elements of fraud and notary oversight and sanctions if the notary has abused his power. Method used in this thesis is normative. The purpose of this paper is to describe and analyze the position of the copy of the deed that does not sound the same with the minutes of the deed. While the benefits of this paper is expected to contribute good ideas to the law enforcement, and public notaries. Abstrak Ketentuan Pasal 16 ayat (1

¹⁷ Din, T. (2019). Pertanggungjawaban Notaris Terhadap Akta Otentik Terindikasi Tindak Pidana. *Jurnal Penelitian Hukum De Jure*, 19(2), 171-183. < <https://doi.org/10.30641/dejure.2019.v19.171-183> > .

by law because any violation carried out by a notary can have an impact on the deeds made. An authentic deed construction by a notary is proposed to provide legal certainty to a legal event experienced by the parties. A notary deed is a good evidence tool so that the legal act in question does not need to be proven again as long as the falsehood is being unable proven. Deeds made electronically cannot provide the necessary legal certainty regarding legal events experienced by the parties.

So it is the same with the rules that form the legal basis for making electronic deeds in them Law No. 11 of 2008 on Information Technology and Electronic Transactions (UU ITE). This regulation expressly limits the authority of a notary to compose a deed by electronic means. This matter can be reviewed for the provisions of Article 5 Paragraph (4) UU ITE, which explains that electronic documents and/or electronic information as intended by paragraph (1) shall not apply to certificates that under Laws must be made in writing form; and certificates together with their papers that under Laws must be made in notary deed or deed made by the officer. So the notarial deed that already exists and is prepared electronically does not have legal force as valid evidence based on the provisions of the UU ITE.

The narrow meaning of electronic documents or electronic information is regulated in Article 5 Paragraph (4) of the UU ITE so that a notarial deed that has been prepared with electronic means by a notary is deemed insufficient to be used as legal evidence or cannot suffice the strength of perfect evidence, such as an authentic deed. Legal provisions regarding authentic deeds regulated in UUJN in Law No. 30 of 2004, UUJNP in Law No. 2 of 2014, and UU ITE in Law No. 11 of 2008, give the meaning that the implementation of the development of information technology to construct authentic deeds electronically by a notary is still difficult to be implemented because the legal provisions that provide rules regarding the authenticity of authentic deeds is still an obstacle in the stages of deed construction with electronic means by a notary. Edmon Makarim¹⁸ explained that: “there is no prohibition on the preparation of electronic copies for the legislation concerning notary position, but problems have the potential to arise due to the obligation to time markers and readings that show the time and/or date on which certain events occurred (time stamping). Therefore, various parties who make transactions with a notary agree on the time used in advance for an electronic transaction”. It is because a notary as a public official has the authority to draw up an authentic deed, in which the originality of a deed is prepared before a notary in line with the requirements that need to be carried out in the deed he has drawn up, as stated in Article 16 Paragraph (1) UUJNP line c, and m. Inline c. “What is in the documents and letters is also the fingerprint of the appeared in the original deed” and the line m. “Reading the deed before the appeared accompanied by at least 2 or 4 particular

¹⁸ Edmon Makarim, 2020, *Notaris Dan Transaksi Elektronik, Kajian Hukum Tentang Cybernotary Atau Electronic Notary*, Cet.3 (Jakarta: PT Rajagrafindo Persada).

witnesses in making the will under the hand, and being given a signature at that time by the appeared, notary and witness”.

The Central Board of the Indonesian Notary Association (PP-INI) with Circular Letter No. 67/35-III/PP-INI/2020 has provided guidelines for Notaries to describe the position in conditions of work from home, namely as and what they classified as: a. re-arrange the schedule for signing the deed with the appeasers, until the situation is possible; b. provide recommendations for other notary partners whose circumstances provide the possibility of carrying out the position; c. In the agreement, meeting, or deed, based on the regulations of the Perpu, the document can be prepared under the hand so that the clause “will be stated or made back on the authentic deed as soon as possible after the Covid-19 emergency is revoked by the government”. Then the deeds that cannot be postponed include a. land deeds; b. Deeds regarding the change of legal institutions and registration; c. Deeds relate to interactions between individual legal subjects such as debts, marriage agreements, and notarial wills with the registration.

The clause regarding “appear” physically becomes an inhibiting factor in making a deed electronically, which causes the strength of proof of a deed to be imperfect. The community needs a dynamic attitude from a notary as a public official, regardless of the obstacles and legal certainty related to the authenticity and existence of an electronic deed.

CONCLUSION

Cyber Notary and Electronic Notary (E-Notary) in Indonesia are still at the conceptual and regulatory level apart from the provisions of Article 15 Paragraph (3) of the UUJN, which states that a notary has other powers regulated in the legislation, in the explanation, it stated that what is meant is with “other authorities regulated in Laws and regulations” including the authority to certify transactions conducted electronically (cyber notary). Although technological advancements allow the implementation of the position of a notary electronically and remotely (online and remote), in Indonesia, this cannot be implemented at this time, considering that the basic paradigm that underlies the UUJN is built on conventional mechanisms such as paper-based documents and physical presence. The civil law system in notarial law in Indonesia views that a deed made by and/or before a notary is an authentic deed according to Article 1870 of the Civil Code as perfect evidence, where there are formal requirements in its making. Apart from this and reflecting on the current global situation, we can start to see the concept of a cyber notary or e-notary is a necessity and urgency to be built in stages towards comprehensive and applicable implementation through a strategic renewal design in terms of regulations, infrastructure and culture so that it can be applied effectively.

The application of the concept of a cyber notary in the Common Law system will not affect the strength of the deed, while notaries in Indonesia who use the Civil Law system view that the deed made by and before a notary is authentic. Thus, in the Common Law System country, this cyber notary concept can be widely applied. It is indeed different in countries that adhere to the Civil Law System, where this is due to differences in legal characteristics. Indonesia, as a modern legal state, undoubtedly cannot escape developments outside the law. It can be seen from the word cyber notary in the Elucidation of Article 15 Paragraph (3) of the new UUJN, but the application of the concept of cyber notary should be adapted to the national legal culture that is in line with effective legal changes where legal changes must be under the legal culture. Therefore, according to the researcher, harmonization is needed between the Elucidation of Article 15 Paragraph (3) of the new UUJN and Article 1 Number 7 of the new UUJN.

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- Hague Conference on Private International Law (HCCH), 'Abolishing the Requirement of Legalisation for Foreign Public Documents (HCCH 1961 Apostille Convention' (Hague: Hague Conference on Private International Law (HCCH), 1961), p. Article 7."title": "Abolishing the Requirement of Legalisation for Foreign Public Documents (HCCH 1961 Apostille Convention)", "type": "paper-conference"}, "uris": [{"http://www.mendeley.com/documents/?uuid=4d03c337-d8dd-4ccc-8944-0c75f4b605ce"}]}, "mendeley": {"formattedCitation": "Hague Conference on Private International Law (HCCH
- Wijanarko, F. R., Mulyoto, M., & Supanto, S. (2015). Tinjauan Yuridis Akta Notaris Terhadap Pemberlakuan Cyber Notary Di Indonesia Menurut Undang-undang Nomor 2 Tahun 2014 (Doctoral dissertation, Sebelas Maret University)., 7-19.
- Winarno, D. P. (2016). Konsekuensi Yuridis Salinan Akta Notaris Yang Tidak Sama Bunyinya Dengan Minuta Akta Terhadap Keabsahan Perjanjian. *Arena Hukum*, 8(3), 411-427. < <https://doi.org/10.21776/UB.ARENAHUKUM.2015.00803.6> > .Article 1 point 9 of Law No. 2 of 2014 on the copy of the certificate, which is a copy of the verbatim of the entire deed on the bottom copy of the deed listed The phrase \"given as the same copy sound\". The position of the original copy of a notarial deed which can be used as evidence perfect be imperfect because the copy does not sound the same deed with a deed minuta, so it does not meet the formal requirements and substantive procedures deed. This resulted in a copy of the deed declared null and void. Juridical consequences of the agreement in a copy of the certificate, namely: the agreement can be declared null and void because it causes damages to the parties and contains elements of fraud and notary oversight and sanctions if the notary has abused his power. Method used in this thesis is normative. The purpose of this paper is to describe and analyze the position of the copy of the deed that does not sound the same with the minutes of the deed. While the benefits of this paper is expected to contribute good ideas to the law enforcement, and public notaries.Â AbstrakKetentuan Pasal 16 ayat (1)