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Regulation and Implications of the Electronic Notary and Remote Notary Concepts under Indonesian Positive Law

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Abstract: The rapid development of information technology has encouraged the digitalization of legal services, including notarial practice through the concepts of electronic notary and remote notary. This study aims to analyze the regulation of these concepts within the Indonesian legal system and examine their implications for legal certainty, deed authenticity, personal data protection, and notarial practice. This research employed a normative legal method using statutory, conceptual, and comparative approaches. Legal materials were collected through library research and analyzed qualitatively. The results indicate that neither the electronic notary nor the remote notary has a comprehensive legal basis in Indonesia. Existing regulations continue to require the physical presence of the parties, direct reading of the deed, and handwritten signatures as essential elements of an authentic notarial deed. Although electronic documents are generally recognized under Indonesian law, notarial deeds remain excluded from such recognition. Consequently, deeds executed electronically risk losing their status as authentic deeds and may create legal uncertainty. This study concludes that implementing electronic and remote notary services requires amendments to the Law on Notary Position and the formulation of clear technical regulations that accommodate technological developments while preserving the authenticity of deeds and ensuring legal protection for all parties.

Keywords: Electronic Notary, Remote Notary, Legal Certainty, Notarial Digitalization.

INTRODUCTION

A notary is a public official vested by the state with authority to draw up authentic deeds. Within the Indonesian legal system, such authentic deeds carry exceptionally strong evidentiary force, so that they serve not merely as legal documents but also as guarantees of legal certainty for the public (Latumente, 2011). As an extension of the state in the field of private law, the notary plays an important role in providing legal protection for the various acts, agreements, and private juridical actions undertaken by citizens. Through this delegation of authority, the public obtains assurance that a deed executed before a notary possesses validity and guaranteed evidentiary force (Kie, 2005). The notary must therefore discharge these duties with full responsibility, integrity, and an awareness that every deed he or she signs produces significant legal consequences for the parties.

Article 1, point 1, of Law Number 2 of 2014 on the Amendment to the Law on Notary Position provides that a notary is a public official authorized to draw up authentic deeds and to exercise other powers as determined by law. The term "public official" translates the expression *openbare ambtenaren* found in the Notary Regulation (*Peraturan Jabatan Notaris*) and in Article 1868 of the *Burgerlijk Wetboek*. Historically, *openbare ambtenaren* referred to officials entrusted with carrying out duties in the public interest, including the making of authentic deeds (Adjie, 2009). This indicates that the notary's duties bear a binding public-service character that must be performed in accordance with high professional standards (Dody Radjasa Waluyo, 2008).

From this definition, it can be understood that the notary's principal authority is to draw up authentic deeds serving the general public interest. Other officials, such as civil registrars, judges, court clerks, or bailiffs, may produce authentic deeds only within the scope of authority specifically conferred on them by law. The position of the notary in the Indonesian legal system therefore possesses distinctive characteristics that set it apart from other public officials, chiefly because its responsibilities relate directly to legal protection in the sphere of private law.

The rapid development of information technology over the past two decades has brought profound change to many sectors, including legal services. The continuing spread of digitalization requires every profession to adapt, and the notarial profession is no exception. Notarial practice in Indonesia has long relied on the physical presence of the parties, the direct reading of the deed, and signing before the notary as guarantees of a document's authenticity. This pattern has long been regarded as the standard for safeguarding the integrity of a deed. Changing times, however, have given rise to a new need for systems that are more practical, flexible, and aligned with developments in information technology (Mac Bride, as cited in Gafar, 2008).

The emergence of the ideas of the electronic notary and the remote notary is a response to that need. These concepts propose that part or all of the notarial process be conducted through electronic means without requiring the parties to be in the same location as the notary. In a number of countries, such practices have been adopted using technologies such as video conferencing, electronic signatures, biometric verification, and blockchain-based security systems. The application of these technologies has been shown to accelerate service delivery, reduce costs, and improve public access to legal services. This development naturally raises a question: is Indonesia ready to adopt a similar system?

Indonesia has in fact taken early steps toward digitalization through the enactment of the Electronic Information and Transactions Law (UU ITE), which recognizes the validity of electronic documents and electronic signatures. In addition, various regulations on the operation of electronic systems, cybersecurity, and personal data protection indicate that the government continues to strengthen the digital legal framework. Difficulties arise, however, when digitalization reaches the notarial domain, because the notary bears a substantial responsibility to ensure the authenticity of data, the truth of the parties' identities, and the security of the information used in drawing up a deed. This challenge is not a simple one, since it touches the basic principles of the authentic deed itself.

Regulation of the Minister of Law and Human Rights Number 9 of 2017 on the Application of Electronic Signatures in General Legal Administration Services served as an early milestone in the digitalization of legal administration. Services such as the Legal Entity Administration System (Sistem Administrasi Badan Hukum, SABH) show that several aspects of legal services have been successfully migrated to electronic systems. To date, however, the UUJN does not expressly regulate the conduct of an electronic or remote notary.

The physical presence of the parties remains an absolute requirement for drawing up an authentic deed. This gives rise to disharmony between the needs of practice and the prevailing legal norms.

This regulatory inconsistency became particularly evident during the COVID-19 pandemic, when restrictions on physical interaction significantly disrupted notarial services. Although many public services successfully migrated to digital platforms, Indonesian notaries remained bound by legal provisions requiring physical attendance, creating practical difficulties and exposing the limitations of the existing legal framework. The situation demonstrated that technological capability has advanced more rapidly than the legal framework governing notarial practice.

Previous studies have extensively discussed the digitalization of notarial services from several perspectives. Some scholars have examined the legal basis and prospects of electronic notaries within the Indonesian legal system, emphasizing the need for legislative reform. Others have analyzed the admissibility of electronic signatures and electronic documents as legal evidence under the Electronic Information and Transactions Law, while comparative studies have explored the implementation of remote online notarization in jurisdictions such as the United States, Estonia, and several European countries. These studies generally conclude that digital technologies can improve legal service efficiency but also raise concerns regarding authentication, cybersecurity, and legal certainty.

However, existing research remains fragmented. Most studies focus either on the concept of electronic notaries, the validity of electronic signatures, or comparative experiences in foreign jurisdictions. Few studies comprehensively examine the distinction between electronic notary and remote notary, evaluate their respective legal foundations within Indonesian positive law, and simultaneously assess their implications for the authenticity of deeds, legal certainty, personal data protection, and the practical responsibilities of notaries. Consequently, there remains limited analysis of whether Indonesia's current regulatory framework is capable of accommodating these two models without undermining the fundamental principles governing authentic deeds.

This study addresses that gap by analyzing the legal position of both the electronic notary and the remote notary within the Indonesian legal system through statutory, conceptual, and comparative approaches. It further evaluates the legal implications of implementing these concepts for the validity of authentic deeds, evidentiary strength, personal data protection, and legal certainty in notarial practice. By distinguishing the two concepts and assessing their compatibility with existing legislation, this study seeks to contribute to the ongoing discourse on the modernization of Indonesian notarial law while identifying the regulatory reforms necessary to support future digital notarial services.

In light of these problems, a study of the regulation and implications of the electronic notary and the remote notary is important to undertake. This study focuses not only on the technical aspects of digitalization but also on the fundamental principles of notarial practice that have long applied in Indonesia. It is further hoped that the study can offer input for the government in formulating regulation that is adaptive, responsive, and consistently oriented toward legal protection for the public.

On the basis of the foregoing, the following problems may be formulated:

1. How are the electronic notary and remote notary concepts regulated within the Indonesian positive legal system?
2. What are the implications of applying the electronic notary and remote notary concepts for legal certainty, the validity of deeds, data protection, and notarial practice in Indonesia?

METHOD

This study employs a normative legal research method using statutory, and conceptual approaches. A normative legal method was selected because the research focuses on examining the legal framework governing the electronic notary and the remote notary (cyber notary) within the Indonesian legal system and on assessing the legal implications of their implementation for legal certainty, the validity of authentic deeds, personal data protection, and the exercise of notarial authority.

The statutory approach was undertaken by examining the hierarchy and substance of legislation relevant to notarial practice and electronic transactions, including Law Number 2 of 2014 concerning the Amendment to Law Number 30 of 2004 on Notary Position, Law Number 11 of 2008 on Electronic Information and Transactions as amended by Law Number 1 of 2024, Law Number 27 of 2022 on Personal Data Protection, the Indonesian Civil Code, and other implementing regulations. The conceptual approach was employed to analyze the doctrines, legal principles, and scholarly opinions concerning the functions of notaries, authentic deeds, legal certainty, digital governance, and the development of electronic legal services. The comparative approach was used to examine the regulation and implementation of electronic notarization and remote online notarization in several jurisdictions that have adopted digital notarial systems, with the objective of identifying regulatory models and evaluating their relevance to the Indonesian legal context.

The legal materials consist of primary, secondary, and tertiary legal materials. Primary legal materials include statutes, regulations, judicial decisions, and official legal documents relating to notarial law and electronic transactions. Secondary legal materials comprise books, peer-reviewed journal articles, research reports, legal commentaries, and expert opinions discussing notarial law, cyber law, electronic authentication, personal data protection, and legal certainty. Tertiary legal materials include legal dictionaries, encyclopedias, and other reference materials that support the interpretation of legal concepts and terminology.

Legal materials were collected through library research by identifying, classifying, inventorying, and systematically reviewing all legal sources relevant to the research questions. The analysis was conducted qualitatively through a descriptive-prescriptive legal analysis supported by legal interpretation and legal reasoning. Statutory interpretation was applied using grammatical interpretation to determine the ordinary meaning of statutory provisions, systematic interpretation to examine the relationship between provisions within the broader legal framework, and teleological interpretation to identify the legislative objectives underlying the regulation of notarial authority and electronic legal transactions. These methods of interpretation were employed to determine whether the existing legal framework provides an adequate normative basis for the implementation of electronic and remote notarization.

The analytical framework was carried out in four stages. First, the study identified and mapped the existing legal norms governing notarial authority, electronic transactions, and personal data protection in order to determine the extent to which they regulate electronic and remote notarial practices. Second, the identified norms were interpreted and examined to identify normative consistency, legal gaps, overlaps, and ambiguities within the current regulatory framework. Third, the interpreted norms were evaluated through legal reasoning by applying the principles of legal certainty, authenticity of deeds, prudential responsibility of notaries, and protection of personal data, while also comparing them with regulatory models adopted in selected foreign jurisdictions. Finally, the findings were synthesized to formulate a normative assessment regarding the feasibility of implementing electronic and remote notarization in Indonesia and to propose recommendations for future legal reform aimed at ensuring coherence, legal certainty, and effective digital notarial services.

This analytical process enables the study not only to describe the existing legal framework but also to evaluate its adequacy in responding to technological developments and to formulate normative recommendations for strengthening the legal regulation of electronic and remote notarial practice in Indonesia.

RESULTS AND DISCUSSION

Regulation of the Electronic Notary and Remote Notary Concepts in Indonesian Positive Law

The development of computer and communications technology, through which computers can be linked to form networks, has driven the growth of the internet. In general, a computer network is a combination of computers and their devices connected by communications channels that facilitate communication among users and enable them to exchange data and information (Sitompul, 2012).

The internet has transformed the classical (conventional) business paradigm by fostering new models of interaction between producers and consumers in electronic markets. Entrepreneurs are able to begin their ventures more easily and with smaller capital, yet by accessing the internet they can build a worldwide network of consumers and generate trade worth hundreds of billions of dollars in these early years of the twenty-first century (Tutik, 2014).

The development of the internet, also referred to as global computer-network technology, has ultimately created a new world known as *cyberspace*, rendered in Indonesian as *dunia maya* or *dunia mayantara*. As Jusuf Jacobus Setyabudi observes (cited in Titik Triwulan Tutik), *cyberspace* is a world of computer-based communication that offers a new reality, namely virtual reality (Tutik, 2014). Onno W. Purbo further explains that the internet is essentially a medium used to make communication more efficient, connected to various applications such as the Web, VoIP, and email (Purbo, 2006).

The application of the internet in business has been remarkably rapid, as seen in the rise of electronic agreements or contracts, online sale and purchase, and the like. An agreement in *e-commerce* activity is essentially the same as one made in conventional commercial transactions; the difference is that the agreement used in *e-commerce* is concluded by the parties through an electronic system, that is, an electronic contract (Tobing, 2012).

Such an agreement is concluded by accessing the web page provided. That page already contains the clauses or terms drafted by the first party (the seller), and the other party (the buyer) need only click the button provided as a sign of assent to the existing terms, using an electronic signature or digital signature (Marbun, 2020). The parties thus need not meet in person to conclude an agreement (electronic data interchange).

It cannot be denied that, in everyday life and transactions, such rapid technological progress has affected the activities carried out by society, including those involving public services such as the use of notarial services. Within the notarial institution, two legal systems are recognized: the Continental (Latin) system, associated with civil law, and the Anglo-Saxon system, associated with common law (Nurliyantika et al., 2022).

Notaries in Indonesia carry out their duties and powers under the civil law system. This system also operates in several other countries, such as France, the Netherlands, Germany, Italy, Spain, Portugal, and Greece, as well as in countries across Asia and Africa (Alkatiri et al., 2021). Meanwhile, parts of Europe and some of their former colonies follow the common law system, such as Ireland, Australia, the United States, Malaysia, and Singapore (Alkatiri et al., 2021).

For notaries in common law systems, the notary's authority extends no further than producing limited certifications, and that authority cannot be enlarged. The duties of a notary public may thus be summarized as the certification of dates and signatures (Alkatiri et al., 2021).

In civil law countries, by contrast, the notary's task is to draw up all manner of authentic deeds, so that the notary may be said to hold a monopoly over the making of deeds in the field of private law, even though the notary is not the only official authorized to produce authentic deeds (Alkatiri et al., 2021). Notarial services are therefore among the most important services relied upon by the public to give legal form to their juridical activities, in this case through a notarial deed or authentic deed (Sulihandari & Rafiani, 2013).

Authentic deeds may be classified into several types:

1. Authentic deeds drawn up by a public official, also called *relaas* deeds (*relaas acten*): deeds containing the notary's account of what he or she has seen, witnessed, and recorded at the parties' request, so that the parties' actions are carried out and set down in the form of a notarial deed. The truth of such a deed cannot be contested except by alleging that the deed is false.
2. Authentic deeds drawn up before a public official, also called party deeds (*partij acte*): deeds containing the statements desired by the parties who make, or instruct the making of, the deed, the truth of whose contents may be contested by the parties without alleging that the deed is false (Purnamasari, 2020).

The purpose of drawing up a notarial deed corresponds to its function, namely to obtain legal certainty over the legal events undertaken by the parties. In general, a notarial deed serves the following functions:

1. A formal function, meaning that a legal act becomes more complete when it is set down in a deed. Certain legal acts must be embodied in a deed as a formal requirement, such as the loan agreement referred to in Article 1767 of the Civil Code; at a minimum, the legal act referred to in Article 1767 requires a private deed.
2. A means of proof: a deed is drawn up by parties bound in an agreement for the purpose of proof at a later date. An authentic deed is perfect proof for both parties, their heirs, and all who derive rights from them as to what it contains. An authentic deed is also binding evidence, meaning that the truth of the matters written in it must be accepted by the judge; the deed is regarded as true so long as no other party can prove the contrary. A private deed, on the other hand, constitutes perfect proof against the person who signed it, and against his or her heirs and those who derive rights from them, only if the signature on the private deed is acknowledged by the person against whom it is to be used (Purnamasari, 2020).

As a means of proof recognized by the Indonesian legal system, the notarial deed drawn up by the public official so entrusted must serve the public's needs by creating evidence that guarantees legal certainty for those with an interest in the deed.

This accords with the view of Soegondo Notodisoerjo (cited in Anke Dwi Saputro) that the notary, as a public official, is so designated by virtue of the authority and the principal duty to draw up authentic deeds (Saputro, 2010). The notary is thus one of the organs of the state granted authority, by attribution, to provide services in the making of authentic deeds as part of the field of private law (Saputro, 2010).

To help the government curb the spread of the Covid-19 pandemic, the call for everyone to work from home meant that activities previously carried out conventionally began to shift toward technology. The technological developments experienced by society also affected notaries, particularly given the very rapid pace of growth in electronic transactions.

Notaries play an important role in carrying out the legalization of acts for parties wishing to transact in Indonesia, with the notary serving as a trusted third party in a transaction, including technology-based transactions. A notary is therefore expected to be capable of processing, using, and producing authentic deeds under the *cyber notary* concept, so that effective services can be delivered to the public in keeping with their needs and with prevailing economic conditions.

As technology advances rapidly and the need grows for regulation governing the electronic and remote notary concepts, it becomes important to revisit the law currently in force in Indonesia. Such examination is needed to ensure legal certainty for notaries in conducting these digitally based services.

1. The Civil Code

The provisions on authentic deeds in the Civil Code appear in Articles 1867 and 1868. Article 1867 affirms that:

"An authentic deed is perfect evidence."

A notarial deed qualifies as an authentic deed if it satisfies the statutory requirements, chiefly Article 1868 of the Civil Code, which defines an authentic deed as follows:

"An authentic deed is a deed drawn up in the form prescribed by law, by or before public officials authorized for that purpose at the place where the deed is made."

On the basis of this definition, there are three requirements for an authentic deed, namely:

a) The deed must be drawn up by or before a public official, and accordingly, in relation to notarial deeds, concerning acts of agreement and determination.
b) The deed must be in the form prescribed by law; if it does not conform to what the law prescribes, it may be threatened with the loss of its authenticity (Saputro, 2010).

2. Law Number 2 of 2014 on the Amendment to Law Number 30 of 2004 on Notary Position

The cyber notary is intended to make easier or faster the performance of the notary's duties and powers in drawing up authentic deeds concerning all acts, agreements, or determinations required by law or desired by the interested parties to be stated in an authentic deed.

As society develops alongside the increasingly rapid growth of electronic transactions, the notary, in carrying out duties and functions as a public official, cannot remain detached from technological progress. This is reflected in Article 15 of the UUJN, which provides that:

(1) The notary has authority to draw up authentic deeds concerning all acts, agreements, and determinations required by statutory regulation and/or desired by interested parties to be stated in an authentic deed; to guarantee the certainty of the deed's date; to keep the deed; and to issue the grosse, copies, and excerpts of the deed, insofar as the drawing up of such deeds is not also assigned to or excepted for other officials or persons designated by law.

(2) In addition to the authority referred to in paragraph (1), the notary is also authorized to:

a. authenticate signatures and fix the certainty of the date of private documents by registering them in a special register;
b. record private documents by registering them in a special register;
c. make copies of the original of private documents in the form of a copy containing the description as written and depicted in the document concerned;
d. certify the conformity of a photocopy with its original;

e. provide legal counsel in connection with the drawing up of a deed;
f. draw up deeds relating to land; or
g. draw up deeds of auction minutes.

(3) In addition to the authority referred to in paragraphs (1) and (2), the notary holds other authority regulated by statutory regulation.

Connecting these powers to the cyber notary concept, Article 15 paragraph (3) of the UUJN affirms that:

"The notary holds other authority regulated by statutory regulation."

The Elucidation of Article 15 paragraph (3) explains what is meant by "other authority":

The phrase "other authority regulated by statutory regulation" includes, among others, the authority to certify electronically conducted transactions (*cyber notary*), to draw up deeds of *waqf* pledge, and to draw up deeds of aircraft mortgage.

This provision affirms that the notary holds other authority regulated by statutory regulation, one form of which is the certification of electronic transactions in accordance with the cyber notary concept.

Further, the requirement that a deed possess authenticity appears in Article 1, point 7, of the UUJN, which contains the phrase:

"*An authentic deed is drawn up by or before a notary."*

This poses an obstacle for notaries or parties who wish to have an electronic deed, because in its making the parties convey, virtually, their statements concerning the legal event experienced without physically appearing before the notary.

The Elucidation of Article 1, point 7, however, does not elaborate in detail on the meaning of the phrase "drawn up by or before a notary" as intended by the law. The phrase may give rise to conflicting interpretations, since physical presence might be effected virtually through electronic media such as video teleconference, video call, or other electronic media that allow the parties to see one another face to face.

3. Law Number 19 of 2016 on the Amendment to Law Number 11 of 2008 on Electronic Information and Transactions

In response to the very rapid advance of technology, the government enacted Law Number 11 of 2008 on Electronic Information and Transactions (State Gazette No. 58, Supplement to the State Gazette No. 4843; hereinafter UU ITE), which has since been amended by Law Number 19 of 2016 on Electronic Information and Transactions. With this law and its amendment, legal progress in Indonesia is expected to keep pace with technological progress.

As for the cyber notary concept, which concerns a notarial deed made using technology, it cannot be separated from the provisions of Law Number 19 of 2016 on Electronic Information and Transactions. Several articles may be examined as a basis for applying the cyber notary concept in Indonesia.

Article 5 of Law Number 11 of 2008 on Electronic Information and Transactions provides:

a. Electronic information and/or electronic documents and/or their printouts constitute lawful evidence.
b. The electronic information and/or electronic documents and/or their printouts referred to in paragraph (1) constitute an extension of the lawful evidence recognized under the procedural law in force in Indonesia.
c. Electronic information and/or electronic documents are deemed valid if they use an electronic system in accordance with the provisions of this Law.

d. The provisions on electronic information and/or documents referred to in paragraph (1) do not apply to:
   a) documents that, by law, must be made in written form; and
   b) documents and their attachments that, by law, must be made in the form of a notarial deed or a deed drawn up by a deed-making official.

The definition of an electronic document under Article 1, point 14, of the UU ITE reads:

Any information created, forwarded, sent, received, or stored in analog, digital, electromagnetic, optical, or similar form, that can be seen, displayed, and/or heard through a computer or electronic system, including but not limited to text, sound, or images, maps, designs, photographs or the like, letters, signs, numbers, access codes, symbols, or perforations having meaning that can be understood by a person able to understand them.

Article 16 paragraph (1) of the UU ITE further provides:

"Insofar as not otherwise provided by a separate law, every Electronic System Operator must operate an Electronic System that meets the following minimum requirements:

a. it can re-display Electronic Information and/or Electronic Documents in full in accordance with the retention period set by statutory regulation;
b. it can protect the availability, integrity, authenticity, confidentiality, and accessibility of Electronic Information in the operation of the Electronic System;
c. it can operate in accordance with the procedures or instructions for operating the Electronic System;
d. it is equipped with procedures or instructions announced in language, information, or symbols understandable to the parties concerned with the Electronic System Operator, and it has a continuous mechanism to maintain the currency, clarity, and accountability of those procedures or instructions."

Examining the three principal legal instruments now in force, it is clear that the Civil Code retains a basic conception of the authentic deed that depends heavily on face-to-face meeting and the direct presence of the parties before the notary. The UUJN, by contrast, begins to open the door to the use of electronic certification, yet provides no detailed rules on how a deed may be made electronically or how the appearance of the parties may be effected remotely. The UU ITE, for its part, recognizes the existence and legal force of electronic documents, yet maintains that notarial deeds are subject to the special provisions of a separate law. The differing approaches among these three sets of rules produce a significant normative conflict, so that the ideas of the electronic notary and the remote notary cannot yet be fully implemented in Indonesia. Even for the making of electronic copies alone, problems remain concerning the reading of the deed, the recording of time, the verification of the parties' identities, and the electronic storage of documents in compliance with certain security standards.

This problem becomes more apparent in relation to proof before a court. A notarial deed holds the position of perfect evidence, whereas an electronic document is regarded merely as lawful evidence, without the same degree of evidentiary force. Given this difference in evidentiary position, a deed made without satisfying the requirement of physical presence or direct signing may lose its authenticity. Although technologies such as video calls and teleconferencing make remote identity verification possible, Indonesian positive law has so far not recognized a virtual face-to-face meeting as a form of "appearance" before a notary. As a result, various innovations that could in fact accelerate and simplify notarial services are obstructed by legal rules that have not yet adapted to digital technological developments.

Viewed as a whole, the regulatory position of the electronic and remote notary concepts remains unsettled. There is as yet no rule that expressly governs the procedure for making a deed electronically. The UUJN does provide room for the use of electronic certificates, but does not confer full legality on the making of digital deeds. The UU ITE, for its part, encourages the use of electronic documents but expressly excludes notarial deeds from that category. Moreover, the physical presence of the parties is still regarded as a mandatory element in drawing up an authentic deed. Consequently, the remote notary concept cannot yet be applied as a matter of positive law. New technology may be used only for administrative purposes, such as archiving or communication, but cannot yet serve as the basis for making a valid deed.

From this it may be concluded that the position of the electronic and remote notary remains ambiguous. On the one hand, Article 15 paragraph (3) of the UUJN provides room for the use of technology in the notary's duties. On the other hand, several technical provisions of the UUJN and basic principles of the Civil Code restrict its application. This lack of synchrony produces two principal consequences. First, legal uncertainty arises for notaries, particularly those who attempt to use technology to provide remote services and who risk facing suit if a deed is deemed invalid. Second, innovation in legal services is hampered. The public already needs more practical and faster services, yet notaries remain constrained by rules that have not developed in step with contemporary needs.

Regulatory reform is therefore a need that cannot be postponed. Reform through revision of the UUJN, adjustment of the Civil Code's provisions, and the drafting of technical rules by government regulation or professional guidelines must be undertaken without delay. At a minimum, the new regulation should set out standards for the electronic systems used in notarial services, procedures for virtual appearance, mechanisms for online identity verification, provisions for the use of legally equivalent electronic signatures, standards for data security and authentication, and the position of electronic deeds within the system of judicial proof. With more comprehensive regulation, the electronic notary would not only become possible to implement but could also bring substantial benefits for the efficiency of services and legal protection for the public.

On the basis of the foregoing, it is evident that Indonesian positive law is not yet fully prepared to accommodate the electronic and remote notary concepts as part of the mechanism for making authentic deeds. The conflict among the provisions of the Civil Code, the UUJN, and the UU ITE keeps their application limited and prevents full implementation. Even so, room for reform remains open. With regulation that is more responsive to technological developments and public needs, the electronic notary concept would not only improve the efficiency of services but could also strengthen legal certainty and the quality of public services in the future.

Implications of Applying the Electronic Notary and Remote Notary Concepts for Legal Certainty, the Validity of Deeds, Data Protection, and Notarial Practice in Indonesia

The development of information technology has brought profound change to almost every sector, including notarial practice, which has long been known as highly formal and anchored in the physical presence of the parties. The emergence of the electronic and remote notary ideas raises the question of how these concepts may be applied within Indonesian positive law, and whether their application would affect the validity of deeds, legal certainty, data protection, and the conduct of the notarial office as a whole. The discussion below sets out these implications systematically against the legal framework currently in force.

1. **Implications for Legal Certainty**

Legal certainty is a fundamental principle of notarial practice. The notary is authorized by law to draw up authentic deeds, and such a deed constitutes perfect evidence because it is made according to a standard procedure, before the parties present, and in compliance with the formal requirements set out in the UUJN.

In the context of the electronic and remote notary, the question arises whether the parties' presence through online media can be regarded as satisfying the requirement of being "before" the notary as the UUJN mandates. Legal certainty becomes blurred because, to date, no specific rule provides that virtual presence may be equated with the physical presence of the parties (Mido et al., 2018).

This ambiguity carries the risk of annulment or a reduction in the evidentiary force of a deed. The parties may contest the deed on the ground that it was not drawn up in accordance with statutory requirements, even though they have agreed on the substance of the agreement (Kie, 2007). The application of the electronic and remote notary concepts therefore still requires a firm legal basis so as not to give rise to uncertainty and potential disputes in the future.

2. Implications for the Validity of Deeds

To assess the validity of an electronically made deed, it is necessary to return to the basic principle of the authentic deed. The authentic deed is of two kinds, namely:

a. Party deeds (*partij acte*): deeds drawn up on the basis of the statements of the parties who appear before the notary.
b. Officials' deeds (*relaas acte*): deeds drawn up on the basis of the notary's account of a legal event seen and experienced directly (Kie, 2007).

In the conventional making of a deed, there are important stages: the presence of the parties, the conveyance of their intentions, the drafting of the deed by the notary, the reading of the deed, and the signing of the deed. All of these stages are carried out directly before the notary (Kie, 2007).

Article 38 of the UUJN requires a deed to consist of a head, a body, and a closing. The closing must contain a statement on the reading and signing of the deed before the notary. Article 16 paragraph (1) letter m of the UUJN even provides that the reading of the deed must be carried out directly by the notary in the presence of the parties and witnesses, unless the parties knowingly state that reading is not required. When these stages are connected with the remote notary concept, a fundamental problem arises: can the reading of a deed by video conference be regarded as satisfying the element of being "before" the notary as intended by law?

To date, the law gives no definite answer. As a result, the validity of a deed becomes vulnerable to challenge, particularly for party deeds, which rely heavily on the parties' statements being genuinely conveyed and understood before the notary.

A party deed made under the electronic notary concept and signed with an electronic signature is not recognized as an authentic deed. Article 5 paragraph (4) of the UU ITE clearly states that the provisions on electronic documents do not apply to documents that, by law, must be made in the form of a notarial deed. Consequently, such a deed is reduced to a private deed and carries only the evidentiary force provided under civil procedural law.

The position differs for relaas deeds, particularly the deed recording the minutes of a General Meeting of Shareholders (GMS). Article 77 of Law Number 40 of 2007 on Limited Liability Companies and Article 2 of Financial Services Authority Regulation Number 16/POJK.04/2020 on the Conduct of General Meetings of Shareholders of Public Companies provide a legal basis for holding a GMS electronically. This means that a deed recording the minutes of a GMS held online retains its authentic force, because the procedure has been specifically regulated. The implications for the validity of a deed thus depend greatly on the type of deed, the legal basis for its conduct, and the conformity of the procedure applied with the provisions of the prevailing law.

3. Implications for Data Protection and Information Security

Applying the electronic and remote notary requires a robust data protection system. A notarial deed contains sensitive information, including the parties' identities, financial data, business transactions, and other important documents. If the concept is applied, then all processes of communication, data exchange, storage of the original deed (minuta), and electronic signing are carried out through an electronic system that must meet security standards.

The UU ITE and Government Regulation No. 71 of 2019 on the Operation of Electronic Systems and Transactions already require electronic system operators to apply the principles of confidentiality, data integrity, system availability, and protection against data breaches. Even so, there is as yet no specific regulation setting the security standards for the electronic systems that notaries are required to use.

The absence of such standards may give rise to several risks:

a. Risk of data breach: leaked deed data may harm the parties and damage public trust in the notarial institution.
b. Risk of data manipulation: if a system lacks high security standards, electronic documents may be forged or modified by certain parties.
c. Risk of identity misuse: if an electronic signature is not verified by an authorized Electronic Certification Provider, the identity of the signatories may be falsified.
d. Risk of cyberattack: a notary using an electronic system without adequate protection may become a target for hackers who could retrieve, delete, or alter deed data.

Given these potential risks, it is clear that data protection is one of the important aspects that must be strengthened if the electronic notary system is to be fully implemented.

4. Implications for Notarial Practice

Applying the electronic and remote notary concepts carries the potential for substantial change to the conduct of the notarial office. That change can be seen in several respects.

a. Change in the Notary's Working Procedures

Notaries who previously worked face to face must begin to adapt to information technology. Procedures such as identity verification, reading of the deed, and signing of the deed require new operating standards. Notaries must be able to use electronic security systems, operate online meeting platforms, and understand the mechanism for certifying electronic signatures.

This change, however, will not apply uniformly to every type of deed. As explained earlier, only certain relaas deeds already have a legal basis for electronic execution. Party deeds must still be made conventionally, because their formal requirements cannot be satisfied electronically under the law currently in force.

b. Change in the Notary's Burden of Responsibility

The notary's authority under Article 15 paragraph (3) of the UUJN, which includes the certification of electronic transactions, places the notary as the party responsible for guaranteeing the validity of an electronic signature and the truth of the parties' identities. In the context of the electronic notary, this responsibility becomes heavier, because the notary must ensure that the system used is secure and compliant with the regulations.

> The notary must also ensure that the electronic signature used is a certified electronic signature. If that signature turns out to be invalid or created using a platform that lacks validation, the notary may be deemed negligent in carrying out the relevant duties.

In view of the various implications that arise, it is clear that the Indonesian legal system is not yet truly prepared to accommodate the application of either the electronic notary or the remote notary. The absence of specific regulation in statutory law leaves the application of these digital services liable to generate legal uncertainty, particularly regarding the validity of party deeds drawn up through electronic mechanisms. The lack of clarity in limits and procedures also places notaries in a vulnerable position when they must ensure the authenticity of a deed made without the physical presence of the parties.

To meet this need, more focused reform is required. Revising the UUJN is important in order to introduce a clear definition and procedure for the electronic notary and to provide a firm legal basis for digitally based notarial practice. In addition, the Ministry of Law and Human Rights needs to establish technical rules governing the security standards for the electronic systems that notaries are required to use. Integration with the UU ITE and Government Regulation No. 71 of 2019 must also be carried out so that standards for data protection and information security may apply uniformly and consistently.

Without adequate regulatory reform, use of the electronic notary concept risks generating legal uncertainty and may undermine public trust in the notarial deed. The lack of synchrony between the needs of practice and the rules currently in force opens the way to new disputes, particularly regarding proof and the validity of deeds. This situation shows that technological innovation in the notarial world must be matched by strong legal certainty.

On the basis of the foregoing, it is evident that applying the electronic and remote notary concepts carries significant consequences for legal certainty, the validity of deeds, data protection, and notarial practice in Indonesia. The existing positive law does not yet provide an adequate basis for recognizing notarial deeds made electronically, especially party deeds. Although some relaas deeds, such as the minutes of a GMS, already have a legal basis for electronic execution, the greatest challenge remains in meeting the standards of security and data protection. What is needed, therefore, is harmonization among the UUJN, the UU ITE, and other technical rules so that this concept may be applied lawfully, securely, and with legal certainty for the public.

CONCLUSION

The study concludes that the concepts of the electronic notary and remote notary have not yet obtained a sufficient legal foundation within the Indonesian legal system. Although technological developments have enabled notarial services to be delivered electronically, the Civil Code, the Law on the Office of Notary (UUJN), and the Electronic Information and Transactions Law (UU ITE) continue to require physical presence, direct reading of the deed, and handwritten signatures as essential elements of an authentic deed. Consequently, electronic deeds cannot yet attain the same evidentiary status as conventional authentic deeds, creating legal uncertainty regarding the implementation of digitally based notarial services. The realization of a legally valid electronic notary system therefore depends on comprehensive legal reform that harmonizes technological innovation with the fundamental principles governing authentic deeds.

The findings have several important implications. From a research perspective, this study provides a normative framework for understanding the legal barriers to digital transformation in Indonesian notarial practice and contributes to the ongoing development of electronic legal services. From a policy perspective, the findings highlight the need for legislative reform through amendments to the UUJN and the formulation of implementing regulations that comprehensively govern electronic deeds, digital authentication, electronic signatures, identity verification, and cybersecurity standards while preserving legal certainty and public trust. Academically, this study enriches the literature on notarial law by demonstrating that the modernization of notarial services requires not only technological innovation but also systematic harmonization among related legal instruments. Future research should examine comparative regulatory models from countries that have successfully implemented electronic or remote notarial systems and evaluate their institutional, technological, and legal feasibility for adoption within the Indonesian legal framework.

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