

# The Effectiveness of Deed Making Through Video Conferences in the Digital Age

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**Abstract.** This research aims to analyse the influence of the digital era on civil law evidentiary procedures and the evidentiary power of deeds presented through video conferencing in civil case trials. This normative legal research uses a statutory, conceptual, and case approach. The study found that first, the digital era has encouraged the increase in electronic transactions among the public and provides benefits and benefits with the convenience of conducting electronic transactions, where the strong influence of the digital era has a significant impact on changing the forms that were previously only known as written documents and then turning into electronic documents that can also be used and submitted as evidence in court, especially considering the rapid and massive development and progress of the digital era, of course, it also encourages the urgency of doing notarial deeds through Video Conference. Second, the evidentiary power of deeds presented through video conferences in the trial of civil cases based on positive law in Indonesia is not recognised as electronic evidence. So that notarial deeds other than the exception of Article 77 § 1 of the Company Law, which states that the holding of GMS can also use video conferencing or other electronic media facilities, the rest must remain subject to and comply with the enactment of the UUJN which requires that the authenticity of the making of a Notarial Deed must be in front of a Notary with direct physical presence.

**Keywords:** Dismissal Sanctions; Notary Positions; Indonesia; South Korea.

## INTRODUCTION

The development of technology and information in a more advanced direction currently gives rise to various changes in human activities covering multiple areas of life, which then influence the birth of new legal acts. The development of information technology and new legal acts such as electronic transactions then developed and hit various corners of the world due to globalisation. These technological advances and developments then give rise to changes in the organisational structure and social relations. Changes in organisational structure and social relations can be seen from the existence of a form of integration or convergence as another consequence of technological development.

In the era of globalisation, Indonesia is characterised by the era of information and communication technology (ICT), which introduces the vir-

tual world (cyberspace, virtual world) via the internet network and communication with paperless electronic media. Through this electronic media, someone will enter an abstract, universal virtual world, regardless of place and time. Advances in information and communication technology will also impact the future notaries' role in the rapidly developing demands of the times [1].

The influence of technological progress then demands that everything becomes more accessible and that all actions be carried out without space and time constraints to be effective, accurate, and efficient. This demand gave birth to a new legal act inseparable from developing technology and information. In services, especially in the notary field, a new concept has developed using technology, information and communication called cyber notary.

The term cyber notary is found in the Common Law legal system. This term was then popularised by the country that implemented the legal system through its legal experts. The different legal systems used also give rise to differences in terms used; unlike the Common Law legal system, using a term similar to cyber notary in the Continental European legal system is called "e-notary". Based on this, when viewed from the legal system used, it is deemed more appropriate that in Indonesia, the term used is "e-notary" or "electronic notary", considering that the legal system used in Indonesia is Continental European. The term E-notary itself is similar to the term cyber notary; "e-notary" is the independent presentation of records by a party in a transaction carried out by the parties using electronic media [2].

Therefore, legal products are urgently needed to increase the security of electronic transactions via electronic networks and recognise the legal force of electronic evidence and electronic signatures. In reality, cyber activities are no longer straightforward because activities are no longer limited by the territory of a country, which is easily accessible at any time and from anywhere. Losses can occur to the perpetrator of the transaction and other people who have never carried out the transaction. Apart from that, proof is a significant factor, considering that electronic information is not only not yet accommodated in the Indonesian procedural law system comprehensively but is also very easy to forge and is sent to various corners of the world in a matter of seconds. Thus, the resulting impacts can be very complex and complicated. Furthermore, since 1999, the competent Legislative Body has discussed this Draft Law. Finally, Indonesia has legal regulations to regulate this issue with the issuance of Law No 11 of 2008 concerning "Electronic Information and Transactions", passed on April 21 2008 (called the ITE Law).

Based on Articles 7, 18, and 11 of the ITE Law, the evidentiary power of an electronic document signed with a digital signature is the same as that of an authentic deed made by an authorised public official. The above rule is in conflict (conflict of norm) with Article 1 § 7 UUJN, which means a notarial deed is an authentic deed made by or before a Notary in the form and procedures stipulated in this law. Meanwhile, the definition of an authentic deed based on Article 1868 of the Civil Code is a deed which, in the form determined by law, is made by or in the presence of public offi-

cial who have authority for that purpose in the place where the deed is made.

Furthermore, provisions regarding cyber notaries can be found in Article 15 § 3 UUJNP: "Notaries have other authorities as regulated in statutory regulations". An explanation of these other authorities can then be found in the Explanation of Article 15 § 3 UUJNP, namely "the authority to certify transactions carried out electronically (Cyber Notary), to make Waqf Pledge Deeds, and to mortgage aircraft". However, from the Explanation of Article 15 § 3 UUJNP there is no further regulation or explanation regarding the form of notary authority in carrying out this certification.

The word certifies in the Elucidation of Article 15 § 3 UUJN gives rise to various interpretations, such as equating the words certify with verify, giving rise to interpretations regarding the form of authority to certify carried out by a notary, as well as interpreting the word certify as making certificates for transactions or legal acts carried out via electronic media by a notary, so that in this case there is a vagueness of legal norms (vague of norms). A legal rule can be said to be good if the law can provide legal certainty. The law cannot provide legal certainty if the legal regulations give rise to multiple interpretations or vague norms.

The lack of clarity in the formulation of legal policies in the Law concerning Amendments to Law No 30 of 2004 concerning the Position of Notaries is related to the existence of the notary's authority in certifying transactions (deeds) carried out electronically, requiring legal vacuum/vague norms and the existence of conflict or conflict of norms between the norms of articles of laws and regulations relating to certifications by electronic-based Notaries (cyber notary), so that such a situation will also have an impact on the final or optimal orientation and legal certainty for the community as the primary sector of notary service users.

Technology and the digital era provide convenience and flexibility for people in carrying out their daily routines. Likewise, in the legal field, video conferencing allows someone to be involved in trials without being physically present in the courtroom. This has implications for the evidentiary process, especially in the case of deed proof.

Proving a deed is very important in a trial because the deed contains official and authoritative

information that significantly influences the judge's decision. Previously, proof of a deed could only be done physically by presenting the original deed in the courtroom and showing it as evidence. However, with video conferencing, proof of the deed can be shown electronically via a computer or tablet screen.

However, several problems must be overcome in proving deeds via video conference, such as questionable strength of evidence and technical difficulties in presenting information. Therefore, research regarding the resilience of deed proof via video conference in the digital era is relevant.

Based on the above background, the problem in this research will be how the digital era influences civil law evidentiary procedures and the strength of deed evidence presented via video conference in civil case trials.

## METHODS

Research is a primary means of developing science and technology. This is because research aims to systematically, methodologically and consistently reveal the truth. The research process, analysis, and construction of the data that has been collected and processed are carried out [3].

The author's research method is normative legal research. Normative legal research is legal research carried out by examining library materials or secondary materials [3]. In this type of research, the law is often conceptualised as what is written in statutory regulations or as rules or norms that are benchmarks for human behaviour that are considered appropriate [4].

The approach method used in this paper will, of course, refer to the type of research used to answer the problem, namely,

a) Legislative Approach (Statute Approach) [5]. Normative research must use a legislative approach because various legal regulations will be researched, which are the research's focus and central theme. This statutory approach is needed to study and research research objects.

b) Conceptual Approach, namely an approach carried out by referring to legal concepts through the views of scholars' legal doctrines, which are related to the problem being studied. The conceptual approach in this research is intended to examine concepts related to the research object.

c) Case Approach, the case approach is carried out by studying cases of legal events that occur [6].

Collecting primary and secondary legal materials uses document study techniques, which are carried out using a card system, then inventoried and grouped (classified) according to each problem formulation. The method for collecting legal materials or secondary data in this research was carried out by library study of legal materials, both primary legal materials, secondary legal materials, and tertiary legal materials and/or non-legal materials. Searching for legal materials can be done by reading, viewing, listening or searching for legal materials via the Internet or websites [7].

Processing legal materials in this research involves systematising legal materials by selecting legal materials, then classifying them according to the classification of legal materials and arranging legal materials to obtain research results systematically and logically, namely the existence of relationships and interrelationships between legal materials and legal materials. The other is to get a general idea of the answers from the research results. The analysis used in this research uses a qualitative analysis method, namely by interpreting legal materials that have been processed. The use of this interpretation method (interpretation) aims to interpret the law, whether the legal materials, especially primary legal materials, contain voids in legal norms, antinomies of legal standards and unclear legal norms (unclear application) [7].

## RESULTS AND DISCUSSION

*The Influence of the Digital Era on Civil Law Evidence Procedures.* In the era of Industrial Revolution 4.0, the law must be able to respond to developments in information technology, even though the law can barely keep up with its speed. Prof. Satjipto Rahardjo, stated that "the law is for humans, not humans for the law", meaning that if the law is no longer appropriate, it is not humans who must be forced to adapt to it. Still, the law must be adapted to meet human needs [8].

Along with the rapid development of advances in the fields of information technology and telecommunications, in practice, various new types of evidence have emerged which can be categorised as electronic evidence, for example, email, witness examination using video conference (tel-

econference), short message/SMS service systems, hidden camera/CCTV recordings, electronic information, electronic tickets, electronic data/documents and other electronic means as data storage media.

Implementing electronic courts (E-courts) helps realise the Supreme Court's vision of becoming a tremendous Indonesian judicial body. In point 10, the realisation of the Supreme Court's Vision in the 2010-2035 Judicial Reform Blueprint is to create a Modern Judicial Body based on integrated information technology. To realise the Supreme Court's Vision, it has been stated that there is modernisation of case management, starting from electronic-based case reporting and then moving to electronic-based case management and online courts.

It is hoped that the presence of electronic justice can reduce or even eliminate the main complaints of the public regarding judicial services so far, such as the slow and long-winded process of litigating in court, causing expensive costs, difficult public access to justice and low integrity of the judicial apparatus due to open vast opportunities for maladministration by judicial officials [9].

For the world of justice, the position of electronic evidence is critical because electronic information and/or electronic documents and/or printouts are valid evidence, which is an extension of proof in the procedural law in force in Indonesia, with the requirement that electronic information and/or the electronic document uses an electronic system by the provisions regulated in Law No 19 of 2016 concerning Amendments to Law No 11 of 2008 concerning Information and Electronic Transactions.

From a formal juridical perspective, the law of evidence in Indonesia (in this case, procedural law as formal law) has not yet accommodated electronic documents as evidence. In contrast, several new laws have regulated and recognised electronic evidence as valid evidence, namely in Law No 30 of 2002 concerning the Corruption Eradication Commission, Law No 24 of 2003 concerning the Constitutional Court, Law No 11 of 2008 concerning Electronic Information and Transactions and Law No 30 of 2014 concerning Government Administration, which has regulated electronic form of Official Decisions (which has shifted the concept of objects in TUN disputes, which are written).

However, even though there is the ITE Law and several other regulations, it cannot be said that Indonesian procedural law has regulated electronic evidence in its evidence because the current regulation of electronic evidence is only in the field of substantive law.

Considering that the nature of procedural law is binding on the parties who use it, including judges, the regulation of electronic evidence in formal law (procedural law), both civil procedural law, criminal procedural law and State Administrative, procedural law, is essential and must be updated to achieve legal certainty.

The fact that there is no formal accommodation for electronic evidence in procedural law provisions will make it difficult for judges to resolve and decide disputes if the parties submit electronic documents and/or electronic information as evidence or submit witness examinations using teleconferences, especially which is often done during the COVID-19 currently. However, this cannot be used as an excuse for a judge not to accept, examine and decide on a case submitted to him, even on the pretext that the law is unclear or there is no regulation. Apart from that, judges are also required to carry out legal discovery by examining the norms that exist in society to resolve disputes.

Along with advances in information and telecommunications technology, evidence has developed with the emergence of evidence in the form of electronic information and/or electronic documents known as electronic evidence.

Electronic evidence was first regulated in 1997, namely in Law No 8 1997 concerning Company Documents. In this law it governs microfilm by emphasising that technological advances have made it possible for records and documents created on paper to be transferred to electronic media or made directly in electronic media, and it is confirmed in the law that a company document can be transferred onto microfilm or other media and is valid evidence.

Moreover, long before that, one of the subsequent developments in evidence was microfilm, which was previously accommodated in the Letter of the Supreme Court of the Republic of Indonesia (MARI) addressed to the Minister of Justice on January 14 1988 No 39/TU/88/102/Pid which stated that microfilm can be used as valid evidence in criminal cases in court to replace documentary evidence, provided that the authen-

ticity of the microfilm can be guaranteed, in civil cases the same opinion applies [10].

The Supreme Court, in its Guidelines for the Implementation of Court Duties and Administration in Four Judicial Environments, states that along with technological developments, faxes, emails, SMS, photocopies, recordings and so on can be accepted as allegations if the allegations are essential, thorough, specific and appropriate each other, can be used as evidence of suspicion based on the 2007 edition of the guidelines, and electronic evidence can be used as presumptive evidence.

Furthermore, the word electronic first appeared in Law No 20 of 2001, an amendment to Law No 31 of 1999 concerning Corruption Crimes. Article 26A states that information stored electronically is evidence of guidance. Article 5 of the ITE Law emphasises this again, which states that electronic information, electronic documents and printed results are recognised as valid evidence. Based on these regulations, electronic evidence is data stored and/or transmitted via an electronic device, network or communication system. This data is needed to prove a crime that occurred in court, not the physical form of the electronic device.

Information technology is a technique for collecting, preparing, storing, processing, announcing, analysing and/or disseminating information, as specified in Article 1 § 3 of the ITE Law.

With the enactment of the ITE Law, there is a new regulation regarding electronic document evidence. Based on the provisions of Article 5 § 1 of the ITE Law, it is determined that electronic information and/or electronic documents and/or printouts are valid legal evidence. Furthermore, Article 5 § 2 of the ITE Law stipulates that electronic information or electronic documents and/or printouts, as referred to in paragraph 1 are an extension of legal evidence and are by the procedural law in force in Indonesia. Thus, the ITE Law has determined that electronic documents and/or their printouts are valid evidence and are an extension of legal evidence by procedural law in force in Indonesia to be used as evidence before a trial.

Furthermore, based on the provisions of Article 5 § 3 of the ITE Law, it is determined that electronic information and/or documents are declared valid if the provisions in the ITE Law use an electronic system. Thus, the use of electronic docu-

ments as evidence is considered valid if an electronic system is used by the provisions as stipulated in Article 6 of the ITE Law, which determines that electronic records are considered valid as long as the information contained therein can be accessed, displayed, its integrity is guaranteed and can be accountable to explain a situation. In addition, electronic documents can be equivalent to documents made on paper, as specified in the General Explanation of the ITE Law.

Based on what has been described above, it can be concluded that, generally, electronic evidence is electronic information, electronic documents and other computer output as specified in Article 1 § 3 of the ITE Law. Then, it can also be concluded that electronic evidence is electronic information and/or documents that meet the formal and material requirements regulated in the ITE Law.

However, because the nature of electronic (digital) evidence is very inconsistent, electronic (digital) evidence cannot be directly used as evidence for the trial process, so standards are needed so that digital evidence can be used as evidence in trials, namely [11]:

1. Acceptable means that the data must be able to be accepted and used for legal purposes ranging from investigative purposes to court purposes.
2. Genuine: the evidence must be related to the incident/case, not fabricated.
3. Complete, that is, evidence can be said to be good and complete if it contains many clues that can help the investigation.
4. Trustworthy, that is, evidence can tell what happened behind it. If the evidence can be trusted, the investigation process will be more straightforward, and this requirement is necessary.

The ITE Law itself is partial in various provisions. The article also requires minimum requirements so that digital evidence can be used as evidence in court as follows:

1. Electronic information and/or electronic documents can be displayed again in total during the retention period determined by statutory regulations.
2. It can protect the availability, integrity, authenticity, confidentiality, and accessibility of electronic information in the operation of the electronic system.

3. It can operate according to procedures or instructions for administering the electronic system.
4. Equipped with procedures or instructions announced in language, information or symbols that can be understood by the parties concerned with the operation of the electronic system.
5. Have a sustainable mechanism to maintain the update, clarity and accountability of procedures or instructions.

Then, in the ITE Law, this provision is excluded, as intended in Article 5 § 4 of the ITE Law, which determines that several electronic documents cannot be used as valid evidence if they are related to production. According to law, letters and records must be written, and letters and documents must be made in the form of a notarial deed or a deed made by a deed-making official.

These material requirements are regulated in Article 6, Article 15, and Article 16 of the ITE Law, ensuring that electronic information and documents can guarantee their authenticity, integrity, and availability. To ensure the fulfilment of the material requirements referred to in many cases, digital forensics is needed.

Digital forensics is an absolute requirement that must be met to use electronic documents as evidence in court. Without going through digital forensics, an electronic document cannot be used as evidence because the validity of the electronic document cannot be guaranteed [12].

*Strength of Proof of Deeds Presented Via Video Conference in Civil Case Trials.* Currently, every country is challenged to improve their knowledge and technology. Mastery of science and technology in each sector will impact increasing complexities in all fields [13], including legal science. In law, many people use science and technology to carry out their duties and positions, including notarial law.

The cyber notary concept is an example of technological developments in the notary field. When carrying out their duties and obligations, notaries cannot be separated from advances in science and technology that are developing in society at this time. One of the specific obligations of a notary in carrying out his duties is contained in Article 16 § 1 letter m UUJN.

The first sentence in Article 16 § 1 letter m above clearly indicates who will read the deed to the parties and witnesses. The notary must read the

deed. Reading the deed itself is one of the obligations a notary must carry out in making an authentic deed. This is explained again in Article 16 § 1 letter m UUJN that the notary must also be physically present and sign the deed in the presence of the presenter and witnesses. Without the presence of a notary, when the deed is read in the presence of the parties and witnesses and is not signed at that time by the presenter, witnesses, and notary, the deed will lose its authenticity [14].

The regulations that support the implementation of authentic deed reading using video conference are contained in Article 77 § 1 of Law No 40 of 2007 concerning Limited Liability Companies (UU PT), which reads: "In addition to holding the GMS as intended in Article 76, the GMS can also be held via video conference teleconferencing media, or other electronic media facilities that enable all GMS participants to see and hear each other directly and participate in the meeting."

However, this article only regulates the reading of the deed of the general meeting of shareholders (GMS). In contrast, for other deeds, no law governs the reading of authentic deeds via video conference.

Furthermore, the provisions of Article 44 UUJN state that:

1. Immediately after the deed is read, the deed is signed by each presenter, witness, and notary unless there is a presenter who cannot sign and state the reason.
2. The reasons, as intended in § 1 are stated explicitly in the deed.
3. The deed, as intended in Article 43 § 3 is signed by the presenter, notary, witness and official translator.
4. The reading, translation or explanation, and signing as intended in § 1, 3 and Article 43 § 3 are stated expressly at the end of the deed.
5. Violating the provisions as intended in § 1–4 results in a Deed only having evidentiary power as a private deed and can be a reason for the party who suffers loss to demand compensation fees, compensation and interest to the notary.

Based on the provisions of Article 44 UUJN above, it can be said that not all deeds can be used with technological media, one of which is video conferencing, regarding deeds that are permitted to use technology with video conferencing facilities, namely for private deeds related

to the deed of meeting minutes which are then confirmed in an authentic deed. Where the parties are not required to be present when making the deed, they are only represented by one person to appear before the notary. However, directly doing an authentic deed using video conferencing cannot be done due to the lack of regulations.

Information technology is not a medium that is free from law. Still, it is only a medium that has various applications and positive and negative implications, so the product of information technology itself and its multiple applications cannot be separated from the application of law to service users and other parties which organises it as public infrastructure for communication and activities in various fields of life, nationally and internationally [15].

Apart from regarding the parties who do the deed via video conference, there are further questions regarding the jurisdiction of the notary's authority and the position of the notarial deed regarding electronic transactions outside the notary's office area. In this case, there is a conflict of norms. The norms of one regulation conflict with the standards of other regulations, as is currently happening, namely the conflict of norms regarding the area of notary office and the notary's authority in the field of cyber notary (doing deeds for electronic transactions).

The authority of Notaries in cyber notaries creates problems when faced with Article 17 (1) letter A and Article 18 UUJN, where notaries have what is called a notary office area.

In the explanation of Article 17 (1) letter A, it is stated that the prohibition is intended to provide restrictions for notaries so that they know the scope of their work, provide legal certainty provided by the notary himself to the public, and at the same time prevent competition between notaries in carrying out their position to avoid conflict. From the description of these provisions, it can be seen that there is a conflict of norms. On the one hand, the ITE Law does not limit the area where electronic transactions can be carried out; on the other hand, the UUJN regulates restrictions on the location of the notary office. Looking at the types of laws and regulations that experience norm conflicts, it can be concluded that there has been a horizontal norm conflict.

Based on the type of legal conflict that occurs, the principle that can be used to determine which legal regulations apply is the principle of *lex spe-*

*cialis derogat legi generali*, namely that in the case of equal rules, more specific regulations paralyse general regulations. With the enactment of this principle, the applicable provisions of the ongoing conflict of norms are statutory regulations with a unique position, namely the ITE Law. With the passage of the substance of these statutory regulations, notaries can make deeds for electronic transactions carried out outside the notary's area of office.

Regarding the status of notarial deeds made for electronic transactions carried out outside the notary's area of office, there is a conflict between the ITE Law and UUJN where the ITE Law does not recognise any territorial limits on an electronic transaction where electronic transactions can be carried out anywhere, while the UUJN limits territorial authority. A notary is limited to one province from where he is domiciled. The principle used is the principle of *lex specialis derogate legi generali* regarding conflicts between the two laws and regulations, so the *lex generalis* is Article 17 (1) letter A jo. Article 18 UUJN, while the *lex specialis* is Article 2 UU ITE and its explanation. From this description, it can be concluded that the making of an electronic deed by a notary is not bound by the notary's area of office as described in Article 17 (1) letter A jo. Article 18 UUJN, so that the legal position of a deed made by a notary for electronic transactions carried out outside the notary's area of office is the same as a deed made by a notary for electronic transactions carried out within the notary's territory.

Affixing a signature is one of the series of inaugurations of a deed. The signature is carried out at the bottom of the deed. The signature on the deed must be stated expressly at the end of the deed. Affixing a signature means providing written information and statements, namely what is written above the signature. In this way, the witnesses who signed the deed can testify that all the formalities determined by the law and the signing have been fulfilled, starting with the presenters, followed by the witnesses and finally by the notary. If the presenter cannot sign his name because he cannot read or write, the person concerned can provide his thumbprint. A thumbprint is not a signature but a sign. The giving of the thumbprint must also be stated in the deed [14].

In the cyber notary concept, deed signing is not done directly but uses an electronic signature, better known as a digital signature. The meaning of electronic signing is stated in Article 1 § 12 of

Law No 19 of 2016 concerning Amendments to Law No 11 of 2008 concerning Electronic Information and Transactions.

Article 1 § 12 of Law No 19 of 2016 concerning Amendments to Law No 11 of 2008 concerning Electronic Information and Transactions states, "Electronic signature is a signature consisting of electronic information attached, associated or related to other electronic information used as a verification and authentication tool."

The government regulation (PP) in question is PP No 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, which in Article 1 number 19 stipulates that: "Electronic Signature is a signature consisting of Electronic Information attached to, associated with or related to other Electronic Information which is used as a verification and authentication tool."

Article 11 § 1 of the ITE Law explicitly recognises that even though it is only a code, electronic signatures have the same position as manual signatures, with legal force and legal consequences. However, according to positive law in Indonesia, notarial deeds regarding implementing cyber notaries are not recognised as electronic evidence. This is because there is an article that prohibits it, namely Article 5 § 4 of the ITE Law, which reads: "Provisions regarding Electronic Information and/or Electronic Documents as intended in § 1 do not apply to a) Letters which, according to the law, must be made in written form; b) According to the law, the letter and its documents must be made in the form of a notarial deed or a deed made by the official who did the deed."

From the explanation regarding the electronic transaction certification system above, it is known that the notary is only tasked with ensuring the electronic signatures, identity, and status of the parties and the electronic certificate date. This is by the notary's authority in Article 15 § 2 letter a, which gives the notary the authority to certify the signature and determine the exact date of the underwritten letter by registering it in a particular book.

Furthermore, the provisions in Article 5 § 4 of the ITE Law specifically provide an understanding of the validity or not of notarial deeds made via video conference. In this case, notarial deeds made and using video conferencing facilities certainly do not have authentic validity as intended in the authentic deed and do not have perfect eviden-

tiary power due to the loss of the entity as an authentic deed.

However, the legal basis for determining whether a notary is permitted to use a digital signature is regulated in Law No 2 of 2014 concerning the position of a Notary, Article 15 § 3, which states that: "What is meant by other authorities regulated in statutory regulations, among others, is the authority to certify transactions carried out electronically (cyber notary), make Waqf Pledge Deeds and aeroplane mortgages."

Whereas based on the legal basis above, of course, the existence of a notary's authority to support carrying out electronic transactions (cyber notary) has been partially determined in the UUJN, namely only limited to the Waqf Pledge Deed and Airplane Mortgage Deed.

## CONCLUSION

The digital era has encouraged an increase in electronic transactions in society. It provides advantages and benefits with the convenience of carrying out electronic transactions, where the strong influence of the digital era has had a significant impact on changes and additions to forms previously only known as written documents. Then, it becomes an electronic document that can be used and submitted as evidence in a trial.

The strength of the evidence of deeds presented via video conference in civil case trials to date is still partially regulated, where, in fact, trials in civil cases currently still base their evidentiary processes on civil procedural law, which has been going on for a long time now, namely as stated is contained in Article 162 HIR and Article 282 RBg where these two articles do not regulate the existence of electronic evidence. Moreover, specifically regarding the existence or strength of proof of Notarial Deeds made via Video Conference based on positive law in Indonesia, they are not recognised as electronic evidence. This is because there is an article that prohibits it, namely Article 5 § 4 of the ITE Law, which reads, "Provisions regarding Electronic Information and/or Electronic Documents as intended in § 1 do not apply to a) letters which according to the Law must be made in written form; and b) letters and documents which according to the law must be made in the form of a notarial deed or a deed made by a deed-making official." So that notarial deeds, apart from the exception to Article 77 § 1

UUPT, which states that holding a GMS can also use video conferencing or other electronic media facilities, the rest must remain subject to and comply with the implementation of the UUJN,

which requires that the authentication of the Notarial Deed must be in front of notary directly with direct physical presence.

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