

Legality of Electronic Notary Deeds

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Abstract. This research analyses the legality of electronic notarial deeds in Indonesia according to the UUJN and ITE laws. Then, a comparative study is carried out against the United States based on the Model Electronic Notarial Act, 2017, and the Securing Act 1625. The research uses normative methods. The research results show that if viewed from the UUJN and ITE Law, the Electronic Notarial Deed is not valid in Indonesia but is valid and recognised in the United States based on the Model Electronic Notarial Act and strengthened by the Securing Act 1625. There are many similarities and differences regarding the legality of Electronic Notarial Deeds in Indonesia and the United States. Indonesia hopes to harmonise laws and regulations regarding electronic notarial deeds and keep pace with current developments, thereby recognising and declaring electronic notarial deeds as valid and legal.

Keywords: Legality; Electronic Notarial Deed; Comparative Study.

INTRODUCTION

In the 2nd and 3rd centuries BC, "notary" was a term for people with fast writing skills or stenographers. These notaries had a high position because their job was to write down everything in the Emperor's Consistory meeting, where the meeting discussed state secrets. In the 3rd century AD, people also referred to them as timelines. They carried out the same duties as notarial activities because they were assigned to serve the public interest, specifically in creating deeds and letters. The general authority does not appoint its positions in formalities based on the authors of the statutory provisions authors [1].

People first encountered the term Notary, gaining popularity because it derived from the name of its first servant in Notarial activities, namely Notarius authors [1]. This is also a sign that the group engages in writing work.

Two different Notary schools categorise notaries across the globe. These two schools are known as "Latijnse Notariat," operating in countries that adhere to the Civil Law System legal system, and "Public Notary," recognised in countries that adhere to the Common Law System legal system. Both schools say that a Notary is a position held,

but both have the function and authority to create a legal product in the form of a deed, which is different based on the legal system of their respective countries' authors [2].

History records that Civil Law Notaries (Latijnse Notariat) originated in Northern Italy and then began to spread across mainland Europe in the 11th to 12th centuries through Spain to Central American and South American countries. Even though these countries also know the term Notary, it carries a different meaning than Notarial Latijnse.

Common Law Notary (Public Notary) originates from England. In the 13th century, several notaries performed deeds such as wills, oath-taking, witness examinations, etc. Former British colonies such as Singapore, Malaysia, Australia, India, Canada, the United States, and New Zealand implemented the Notary system.

Public authorities appoint Civil Law Notaries (Latijnse Notariat) to carry out activities in the public interest and receive honoraria (service fees) from the general public who use the Notary's services. Notaries exercise state power in private Law by creating authentic deeds that serve as evidence with perfect legal force.

The 17th century was the beginning of the history of notaries in Indonesia. On August 27, 1620, Melchior Kerchem was the secretary of the College van Schenpenen who served as Notaries Publicus. Its existence made it easier for Dutch East Indies people, especially foreign eastern and European groups, to create documents in Batavia. The need for document production was increasingly important, prompting the appointment of Melchior Kerchem, followed by the appointment of other Notaries to accommodate this growing need.

Indonesia adheres to the Civil Law Notary School (Latijnse Notariat), where Notarial deeds in Indonesia still adhere to the conventional or traditional deed-making process. This requirement aligns with the Article by Article Explanation in Article 16 § 1 letter m of Law No 2 of 2014 concerning Amendments to Law No 30 of 2004 concerning the Position of Notaries (UUJN), which states that "Notaries must be physically present and sign the Deed in the presence of an audience and witnesses," as well as Article 5 § 4 letters (a) and (b) of Law No 19 of 2016 concerning Amendments to Law No 11 of 2008 concerning Electronic Information and Transactions (UU ITE).

Notarial Deed in the United States (Common Law/Public Notary) has begun to adopt the electronic notarisation system by issuing a law called "The Model Electronic Notarization Act, 2017." abbreviated as United States of America. This Law regulates Electronic Notary (Cyber Notary) and Remote Notary (Remote Online Notary/RON). 43 US states have permanently adopted RON, and 4 US states have adopted RON temporarily.

In Indonesia, the formation of authentic deeds follows Article 1868 of the Civil Code (Burgerlijk Wetboek/BW), which mandates that an authorised public official in that place executes a deed in a form determined by Law. This public official is a Notary according to the provisions of Article 1 of the Law on the Position of Notaries (UUJN), which states: "A notary is a public official with the authority to make authentic deeds and other authorities as intended in this law."

Notaries in Indonesia and the United States must exercise their authority by the procedures and requirements in the laws and regulations in making deeds to declare their deeds valid (legal). Legality means the condition of legality or legitimacy. The legality of an electronic notarial deed im-

plies the condition of whether the notarial deed made electronically is valid or not.

From the explanation above, one can infer that differences in legal systems result in variations in terms, procedures, and forms (both conventional and electronic) for executing deeds, ensuring their validity/legal status according to the applicable regulations of each country.

The Notary Position Law (UUJN) allows Notaries to certify transactions electronically (Cyber Notary). However, Indonesia prohibits Notarial deeds in electronic form because Article 1868 of the Civil Code states that an authentic deed (a requirement for authenticating a deed) must be made in the presence of an official. The general authority in that place is responsible for creating a deed whose form has been determined by Law. One of these public officials is a notary. Notaries in Indonesia are also closely related to the principle of "Tablelionis Officium Fideliter Exercebo," which means that notaries must work traditionally to make authentic deeds. Apart from that, several Article 16 § 1 letter m state that the Notary must be physically present and sign the deed before the audience and witnesses.

Article 5 § 4, letters a and b of the ITE Law reinforces this, stating that the provisions regarding Electronic Information and Electronic Documents, as intended in § 1, do not apply to letters that, according to the Law, must be made in written form; and 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. Article 5 § 4 letters (a) and (b) is in line with the explanation of Article 16 § 1 letter m, which states that a Notary must be physically present and sign the deed in the presence of an audience and witnesses.

Based on the explanations above, differences in the regulation of legal norms regarding the position of the Notary itself exist, thereby influencing the final results of the legality of deeds. This mainly affects electronic deeds made by notaries in Indonesia through UUJN, the ITE Law, and electronic deeds made by the United States through The Model Electronic Notarization Act of 2017.

The explanation above can be drawn from a legal issue in the form of ambiguity in legal norms in Indonesia regarding Electronic Notarial Deeds by the explanation of Article 15 § 3 letter m UUJN, which explains that Notaries can certify transac-

tions carried out electronically (Cyber Notary). In contrast, Article 16 § 1 letter m requires that the Notary must be physically present and sign the deed in the presence of an audience and witnesses and compares it with the legality of electronic Notarial Deeds in the United States so that the author is interested in analysing in writing the legality of Electronic Notarial Deeds in Indonesia (UUJN and ITE Law) with the United States (MENA 2017).

METHOD

This type of research is a normative legal research method. Normative legal research is legal research that places Law as a norm-building system author [3]. This normative legal research uses a comparative approach by comparing one country's legal rules with other countries' legal regulations. The comparative approach aims to find similarities and differences in legal systems between countries.

The approach used in this research is a) Conceptual Approach, which involves studying the theories or doctrines of experts that have developed in Legal Science and are related to the problem being studied to give birth to concepts relevant to the issue being discussed; b) Legislative Regulation Approach, namely an approach by reviewing statutory regulations made by authorised officials; c) Comparative Approach, namely an approach that compares the legal rules of one country with the legal rules of other countries. This approach aims to look for legality regulations and similarities and differences in legality regulations for electronic notarial acts between Indonesia and the United States.

The technique used to study and analyse this research is documentary study. Documentary studies are studies that examine various documents, both relating to statutory regulations and existing records.

Analysis of legal materials is a process for compiling them systematically, logically, and juridically to obtain a general picture as well as the similarities and differences in the legality of Electronic Notary Deeds by conducting a comparative study of UUJN, ITE Law and The Electronic Notarization Act, 2017 (MENA 2017) of the United States.

Legal Principles Analysis examines Electronic Notarial Deeds' legality based on statutory regu-

lations and expert theories. This analysis aims to obtain an overview and build on how legal arguments take the form of analytical prescriptions.

RESULTS AND DISCUSSION

Regulations regarding the legality of electronic notarial deeds in Indonesia, according to UUJN and UU ITE. In general, the position of Notary originated from a mandate in the Burgerlijk Wetboek (BW), commonly referred to as the Civil Code (KUHPer). Article 1868 of the Civil Code outlines this rule, stating that an authorised public official in that place must create an authentic deed in a form determined by Law. One of these public officials is a notary.

Several laws in Indonesia regulate the legality of electronic deeds made by Notaries, namely Law No 2 of 2014 concerning Amendments to Law No 30 of 2004 concerning the Position of Notaries (UUJN) and Law No 19 of 2016 concerning Amendments to Law No 11 of 2008 concerning Information and Electronic Transactions (UU ITE). Article 1 of the Law on Notary Positions describes a Notary as a public official with the authority to make authentic deeds and other authorities as intended in this Law (UUJN) or other laws. The authority of a Notary is quite broad, as stipulated in Article 15 of UUJN regarding the Notary's authority, which consists of:

1. The Notary authenticates deeds, agreements, and stipulations required by statutory regulations and desired by interested parties to be stated in authentic deeds. The Notary guarantees the certainty of the date of doing the deed, stores the deed, and provides grosses, copies, and quotations of the deed, as long as the making of the deed is not assigned or excluded to another official or other person as determined by Law;
2. The Notary also has the authority to certify the Signature and determine the exact date of the private letter, record the private letter, make a copy of the original private letter in the form of a copy as written in the relevant letter;
3. Validate the suitability of the photocopy with the original letter;
4. Providing legal counseling regarding deeds;
5. Make deeds related to land And;
6. I am making deeds of auction minutes and other authorities regulated by statutory regulations.

Other authorities regulated in statutory regulations have the purpose as stated in the explana-

tion of Article 15 § 3 UJN, including, among others, the authority to certify transactions carried out electronically (Cyber Notary), make waqf pledge deeds and mortgage aircraft.

Certification, according to the KBBI, means "certification." Government Regulation No 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, Article 1 No 4 states that: "An electronic system operator is every person, state administrator, business entity, and community who provides, manages, and operates an electronic system independently, individually or jointly to electronic system users for their own needs and the needs of other parties." Article 1 No 6 states, "Private electronic system operators are those operating electronic systems by people, business entities and the public." Then Article 1 No 21 also states, "An electronic certification provider is a legal entity that functions as a party worthy of trust, which provides and audits electronic certificates." In Indonesian Law, Article 1654 of the Civil Code explains that legal entities are legal associations like private individuals. They can carry out civil actions without prejudice to legislation if they have changed, limited, or subordinated their powers. Based on the provisions of Article 1653 of the Civil Code, there are four types of legal entities with the following examples:

1. A legal entity established by the government. Those included in this category are public legal entities, such as provinces, districts, cities, etc.
2. A legal entity recognised by the government, for example, a church or other religious body.
3. Legal entities permitted by the government.

Private parties, such as Limited Liability Companies (PT) or Commanditaire Vennootschap (CV), establish legal entities [4].

Notaries are included as electronic providers and not as electronic certification providers according to PP 71 of 2019 because they are not legal entities.

The above explains in detail about Notaries so that the authentic deed, which is the product of the Notary, is said to be valid/legal. However, there is a blurred norm regarding the explanation in Article 15 § 3, namely: "...the authority to certify transactions carried out electronically (Cyber Notary)..." Article 15 § 3 also contradicts Article 16 § 1 letter m, which states that the Notary will read the deed in front of the presenter in

the presence of at least two witnesses or four special witnesses for making a will under their hand and signed at that time by the presenter, witness, and Notary. Then, the explanation of Article 16 § 1 letter m states that the Notary must be physically present and sign the deed in the presence of an audience and witnesses.

The problem of regulating the legality of electronic Notarial deeds, if analysed using Lawrence M. Friedman's theory, is more directed towards substantive issues, namely in the explanation of Article 15 § 3, which does not provide detailed technical rules regarding Cyber Notary itself. Additionally, UJN cannot accommodate regulations on the legality of electronic notarial deeds because other laws hinder them. One such Law is the ITE Law, which prohibits using electronic forms for deeds made by deed-making officials or notarial deeds. Apart from that, the articles in the UJN overlap; for example, the explanation of Article 15 § 3 UJN overlaps with the explanation of Article 16 § 1 letter m UJN and Article 17 § 2 UJN. Article 15, § 3, permits notaries to certify transactions electronically, while Article 16, § 1, mandates that Notaries physically face witnesses and clients. Furthermore, electronic transaction certification can authorise transactions from clients outside the Notary's jurisdiction, thus violating Article 17, § 2 of UJN, which prohibits Notaries from holding positions outside their office area.

Apart from substance problems, there are also cultural problems. This problem is due to the public's desire to process a legal product quickly, precisely, and efficiently. This natural progression is evident when considering the development of science and technology today.

Judging from the authority of a Notary in doing electronic deeds, if viewed from the theory of authority as put forward by HD Van Wijk/Willem Konijnenbelt where in essence, authority is given in several ways such as a) Attribution; b) Delegation; and c) Mandate.

Attribution means the granting of governmental authority by legislators to government organs. Delegation is the delegation of government authority from one government organ to another. A mandate occurs when a government organ allows the authority to be exercised by another organ on its behalf [5].

Based on the explanation provided above, we include the authority of a Notary in the type of au-

thority given by attribution. The authority obtained by attribution is derived initially from statutory regulations. In other words, government organs obtain authority directly from editing specific articles in statutory regulations. In the case of attribution, the recipient of authority can create new authority or expand existing authority. The authority is given by attribution because Article 1868 of the Civil Code (BW) mandates the position of Notary. This Article states that an authentic deed is a deed made in a form determined by Law by/or before a public official who has the authority to do so. Subsequently, the legislative body enacted Law No 2 of 2014, which amended Law No 30 of 2004 concerning the Position of Notaries (UUJN) in the place where the deed was done [6]. The authority of a Notary is written in Article 15 UUJN so that a Notary has the authority to carry out his authority, including certifying transactions electronically (Cyber Notary). Still, legal certainty eludes us because we lack detailed explanations.

Law of the Republic of Indonesia No 19 of 2016 concerning Amendments to Law No 11 of 2008 concerning Electronic Information and Transactions (UU ITE) states that an electronic certificate is an electronic certificate that contains an electronic signature and identity indicating the legal subject status of the parties to electronic transactions issued by electronic certification providers.

An electronic certification provider is a legal entity that functions as a party worthy of trust and provides and audits electronic certificates. An electronic signature involves electronic information attached, associated with, or related to other electronic information, serving as a tool for verification and authentication.

Article 5 of Law of the Republic of Indonesia No 19 of 2016 concerning Amendments to Law No 11 of 2008 concerning Electronic Information and Transactions (UU ITE) states that electronic information and/or electronic documents and/or printouts are valid legal evidence. Electronic information and/or electronic documents and/or printed results are also an extension of valid evidence by applicable procedural Law in Indonesia. Electronic information and/or documents are declared valid if they use an electronic system per the provisions regulated in the ITE Law.

The ITE Law only regulates electronic signatures. An electronic signature consists of electronic information attached, associated with, or related to other electronic information used as a verifica-

tion and authentication tool. Authorities can recognise the electronic Signature as having valid legal force if it meets the requirements as stated in Article 11 of the ITE Law, namely as follows:

1. Electronic signature creation data relates only to the Signatory.
2. Electronic signature creation data during the electronic signing process is only in the signer's control.
3. Any changes to the electronic Signature that occur after signing can be identified.
4. Any changes to electronic information related to the electronic Signature after the time of signing can be known.
5. There are specific methods used to identify the Signatory.
6. There are ways to demonstrate that the Signatory has consented to the relevant electronic information.

Article 13 of the ITE Law states that everyone has the right to use the services of electronic certification providers to create electronic signatures. Electronic certification providers must ensure the linkage of an electronic signature to its owner. The electronic certification organisers consist of the following:

- a) Indonesian electronic certification providers domiciled in Indonesia And
- b) Foreign electronic certification providers operating in Indonesia must register in Indonesia.

From the explanation of the § above, one can draw several conclusions: electronic signatures can be recognised as long as they meet the requirements of Article 11 of the ITE Law, and electronic certification providers carry out electronic signatures. An electronic certification provider is a legal entity that functions as a party worthy of trust, providing and auditing electronic certificates. One example of a domestic electronic system operating company (PSE) is Peruri Digital.

Regulations Regarding the Legality of Electronic Notarial Deeds in the United States Based on the Model Electronic Notarial Act 2017 (MENA). The United States recognises Notarial deeds using an electronic system (electronic deed) created by an Electronic Notary (E-Notary) and a Remote Online Notary (RON) based on regulations known as The Model Electronic Notarization Act 2017 (MENA), which is then adopted by each state in the United States.

"In 2023, many states have permanent RON laws allowing online notarisation, including Alaska, Texas, Florida, and more. From Alaska to Wyoming, the states given below provide flexibility and convenience."

"By 2023, many states will have permanent RON laws allowing Online Notarization, including Alaska, Texas, Florida, and more. From Alaska to Wyoming, the states outlined below provide flexibility and convenience."

The Model Electronic Notarization Act 2017 regulates electronic notaries in the United States, specifically in Chapter 5 of MENA 2017. Chapter 5 consists of several parts: Chapter 5-1 to Chapter 5A-7.

Other jurisdictions recognise the making of an Electronic Notarial Deed if the Notary or Notarial official is under the authority of a United States state, the United States government, a foreign government, or a tribal government recognised by the United States. Any such electronic signature, title, and, if Law requires, electronic seal constitute prima facie evidence. Prima Facie, according to William David Ross, is: "Prima facie may be used as an adjective sufficient to establish a fact or raise a presumption unless disproved or rebutted. An example would be using the term 'prima facie evidence.' It may also be used as an adverb meaning 'on first appearance but subject to further evidence or information.'

An example would be using the term 'prima facie valid.' A prima facie case is the establishment of a legally required rebuttable presumption. A prima facie case is a cause of action or defence sufficiently established by a party's evidence to justify a verdict in their favour, provided the other party does not dispute such proof" [7].

Prima facie can be used as an adjective to mean "sufficient to establish a fact or give rise to a presumption unless rebutted." An example of this is using the term "prima facie evidence." It can also be used as an adverb meaning "at first occurrence but subject to further evidence or information." An example of this is using the term "prima facie valid." Someone can rebut a prima facie case, which is the establishment of a presumption that is legally required. A prima facie case is a cause of action or defence sufficiently proven by one party's evidence to justify a decision in its favour, provided that the other party does not dispute the evidence. Based on this explanation, prima facie evidence, as stated in the

previous §, is sufficient evidence to establish a fact unless disputed.

An electronic notarial deed made by a notary or notary official from a foreign country can be recognised if there is an indication of the Notary's authority that they can carry out notarial actions electronically based on credible foreign sources of information. In exercising its jurisdiction, the Notary must sign the electronic certificate with an electronic signature and authenticate it with an electronic seal by MENA 2017. In addition, the Notary must also use the electronic Notary platform to produce an electronic signature using independent verification. Being able to carry out independent verification means that any interested person can confirm to the commissioning official that the Notary has the legal capacity and authority to carry out Notarial actions electronically. Notaries must also take reasonable steps to ensure that no other person has or can access the platform to produce the Notary's electronic Signature.

When analysed using the legal system theory of Lawrence M. Friedman, there are no problems in regulating the legality of Electronic Notarial Deeds in the United States because the elements of structure (law enforcement), substance (content of the Law), and culture (people's habits) are in line and are not mutually exclusive. Contradictory.

The theory of legal certainty, according to Lon L. Fuller, S.1625, concerning Securing and Enabling Trade Using the Electronic Notary and Remote Notary Law and The Model Electronic Notarization Act 2017 (MENA 2017), can be said to be Law because it fulfils the principles put forward by Lon L. Fuller.

If studied according to the theory of authority, which consists of attribution, delegation, and mandate, the authority of a Notary in the United States is attribution authority because it originates from direct Law, namely The Model Electronic Notarization Act 2017 (MENA 2017) and S.1625.

Similarities and Differences in Regulation Legality of Electronic Notarial Deeds in Indonesia and the United States. Researchers can study the similarities and differences in the regulation of the legality of Electronic Notarial Deeds in Indonesia and the United States using the comparative legal theory of Peter De Cruz, which allows for legal comparisons when comparing two or more legal

systems, legal traditions, certain selected aspects, or institutions. Comparative studies help determine how the United States and Indonesia regulate the actions of notaries in each country. We hope they can improve or imitate a country's legal system so that Indonesia can formulate laws better.

The explanations in several chapters above show the similarities and differences regarding the legality of electronic Notarial deeds in Indonesia and the United States. The similarities and differences in the regulation of the legality of electronic Notary deeds in Indonesia and the United States based on UJUN, ITE Law, and The Model Electronic Notarization Act, 2017 US are as follows:

1. Authority comes from Law (Attribution).
2. Appointed by an authorised official.
3. Dismissed by an authorised official.
4. Verifying oaths and statements.
5. Witnessing and validating signatures.
6. Certify or certify a copy of the deed.
7. Noting protests over tradable instruments.
8. The existence of a Notary's journal (minute).
9. There are regulations regarding fee provisions.
10. The existence of immunity rights from Notaries.
11. I received recognition (declaring it valid, proper/valid) from the person or power holder (representative capacity) - for example, a will.
12. The existence of *renvoi* (Indonesia) or "tamper-evident" (United States)
13. Recognise the use of electronic signatures in electronic documents.

Regulation of the legality of Electronic Notary Deeds in the United States is regulated in The Model Notarization Act, 2017 US (MENA 2017) and in S.1625 concerning Securing and Enabling Commerce Using Electronic Notarization and Remote Notarization Act. This regulation differs from the legality regulation of Electronic Notarial Deeds in the United States and Indonesia. These differences consist of:

1. The existence of Remote Online Notary (RON), Electronic Notary (E-Notary), and Conventional Notary;
2. Using electronic journals (E-Journal) or electronic minutes;

3. Presenters and Notaries use an audio-video conference system on an electronic platform provided by a credible platform provider;

4. There are no restrictions on access to the Notary's journal (minute) by law enforcement officers;

5. If you want to become a Remote Online Notary (RON) or Electronic Notary (E-Notary), a Conventional Notary must take a series of courses and pass a test first;

6. The Notary may refuse to use the system (electronic platform);

7. Electronically acknowledge a Notarial deed or certificate based on the following;

8. MENA 2017 and S.1625;

9. Using an electronic stamp (electronic seal);

10. Areas of jurisdiction include states and federal states;

11. Remote Online Notary (RON) and Electronic Notary (E-Notary) use a complete electronic system to carry out work.

Regulation of the legality of Electronic Notarial Deeds in Indonesia is regulated in Law No 2 of 2014 concerning Amendments to Law No 30 of 2004 concerning Notary Positions (UJUN) and Law No 19 of 2016 concerning Amendments to Law No 11 of 2008 concerning Information and Electronic Transactions (UU ITE). This regulation differs from the legality regulation of Electronic Notarial Deeds in Indonesia and the United States. These differences consist of:

a) Notaries in Indonesia only consist of Conventional Notaries.

b) In Indonesia, Electronic Notarial Deeds are not recognised based on Article 5, § (4), letters a and b, which states that the provisions regarding Electronic Information and/or Electronic Documents as intended in § 1 do not apply to letters which, according to the Law must be made in written form and 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.

c) If law enforcement officials want to see the Minutes of a Notarial Deed, they must have the Honorary Council of Notaries (MKN) permission.

d) Notary stamps in Indonesia still use conventional stamps.

e) Notary journals or minutes in Indonesia still use a hybrid system where the Notary writes the

journal or minutes and then stores the backup or backup on the computer.

f) The Notary's jurisdiction only covers the province where he works; he uses a paper-based system.

CONCLUSIONS

Judging from Law No 2 of 2014 concerning Amendments to Law No 30 of 2004 concerning the Position of Notaries (UUJN), Notaries have several authorities as stated in Article 15 UUJN. Notaries' authority is attribution authority. The Elucidation of Article 15 § 3 UUJN states one of the controversial authorities: "...the authority to certify transactions electronically..." Article 1 No 21 PP 71/2019 classifies a Notary as not an electronic certification provider because a Notary is not a legal entity. Apart from that, Article 15 § 3 UUJN contradicts Article 16 § 1 and Article 16 § 1 letter m, which states that a Notary must be physically present and sign the deed in the presence of an audience and witnesses. Apart from that, Article 16 § 1 letter c regulates that the person present must attach the letter and fingerprint document to the minutes of the deed, meaning that physical presence is required in person in front of the Notary. Electronic certification also has the potential to be misused to certify deeds outside the Notary's jurisdiction. If this is done, the Notary will violate Article 17 § 1 letter a UUJN, which prohibits Notaries from carrying out positions outside their authority. Judging from the ITE Law, the legality of an electronic Notarial deed is invalid because it conflicts with Article 5 § 4 letters a and b of the ITE Law, where the Notarial deed or deed from the Deed Making Officer must be in conventional form.

In The Model Electronic Notarization Act 2017 (MENA 2017), the legality of Electronic Notary Deeds is recognised and valid according to Law. This is reinforced by S.1625 concerning Securing and Enabling Commerce Using Electronic Notaries and the Remote Notaries Act. Each Electronic Notarial Deed receives an electronic signature and electronic seal. Notaries who wish to carry out Notarial actions electronically must first register with the authorised official, complete an instruction course approved by the authorised official, and pass an exam from the course. Every electronic Signature, title, and, if Law requires, electronic seal (stamp) in the Electronic Notarial Deed is prima facie evidence. Prima facie as an

adjective means "sufficient to establish a fact or give rise to a presumption unless rebutted." Prima facie is an adverb that means "on first appearance but subject to further evidence or information."

The similarities in regulating the legality of Electronic Notarial Deeds in Indonesia and the United States consist of:

- a) Authority comes from Law (Attribution);
- b) Appointed by an authorised official;
- c) Dismissed by an authorised official;
- d) Verifying oaths and statements;
- e) Witnessing and validating signatures;
- f) Certify or certify a copy of the deed;
- g) Noting protests over tradable instruments;
- h) The existence of a Notary's journal (minute);
- i) There are regulations regarding fee provisions;
- j) The existence of immunity rights from Notaries;
- k) Receiving recognition (declaring it valid, proper/valid) from the person or power holder (representative capacity). For example, a will.
- l) The existence of renvoi (Indonesia) or "tamper-evident" (United States);
- m) Recognise the use of electronic signatures in electronic documents.

Regulations on the legality of Electronic Notarial Deeds in the United States consist of:

- a) There are remote Online Notary (RON), Electronic Notary (E-Notary), and Conventional Notaries;
- b) Using an electronic journal (E-Journal) or electronic protocol;
- c) Presenters and Notaries use an audio-video conference system on an electronic platform provided by a credible platform provider;
- d) There are no restrictions on access to the Notary's journal (minute) by law enforcement officers;
- e) If you want to become a Remote Online Notary (RON) or Electronic Notary (E-Notary), a Conventional Notary must take a series of courses and pass a test first;
- f) The Notary may refuse to use the system (electronic platform);
- g) Electronically acknowledge Notarial deeds or certificates based on MENA 2017 and S.1625;
- h) Use an electronic stamp (electronic seal);

i) Areas of jurisdiction include states and federal states;

k) Remote Online Notary (RON) and Electronic Notary (E-Notary) use a complete electronic system to carry out work.

Regulation of the legality of Electronic Notarial Deeds in Indonesia consists of:

a) Notaries in Indonesia only consist of Conventional Notaries (1 type of Notary only);

b) In Indonesia, Electronic Notarial Deeds are not recognised based on Article 5, § 4, letters a and b, which states that the provisions regarding Electronic Information and/or Electronic Documents as intended in § 1 do not apply to letters which, according to the Law must be made in written form and 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;

c) If law enforcement officials want to see the Minutes of a Notarial Deed, they must have the Honorary Council of Notaries (MKN) permission.

d) Notary stamps in Indonesia still use conventional stamps;

e) Notary journals or minutes in Indonesia still use a hybrid system where the Notary writes the journal or minutes, and then the Notary stores the backup or backup on the computer;

f) The Notary's jurisdiction only covers the province where he works;

g) Still using a paper-based system.

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