

The Legitimacy of Authentic Deeds Read by a Notary via Teleconference I Made Pria DHARSANA¹, I Nyoman SUJANA², John Made FERRARI³

^{1,2,3}Magister Notary Study Program, Postgraduate Program, Warmadewa University, Denpasar, Indonesia

Article Info:

Article History:

Received: 2023-02-08

Revised: 2023-03-06

Accepted: 2023-04-04

Keywords:

Teleconference, Notary,
Legitimacy

Corresponding Author:

I Made Pria Dharsana

E-mail:

imadepriadharsana@gmail.com

Paper Type:

Research Paper



Abstract:

Purpose:

A notary is a public official who must provide services to the community; it is desired to be included in responding to the progress of the times, especially those related to the use of technology through teleconferences. Teleconference is a human association or association that is carried out at a far radius using electronic means.

Methodology:

The type of research used is normative legal research. The object under study is legal norms, namely related to norms contained in article 16 paragraph (1) letter (m) UUJN-P confirms that a notary must be physically present and sign the deed in the presence of appearers and witnesses. In fact, with technological advances that are very supportive, appearers and witnesses may not be physically present, for example, by holding a teleconference.

Findings:

The results of this study are that the formality of an authentic deed read by a Notary via teleconference media via video is valid and must have completed parameters related to evidence so that the norm of proof is explained, namely that a proof given at trial is valid as evidence, fulfilling all formal and material aspects.

Implication:

Regarding the deed that is permitted to use video conferencing media in the form of a general meeting of shareholders (GMS), where the parties are not required to be present at the preparation of the deed, it is enough to be replaced by someone to come to the notary. The signing of the deed in this era of digitalization has yet to have full proof.

Cite this article:

DHARSANA, I. M. P., SUJANA, I. N., FERRARI, J. M. (2023). "Legitimacy of Authentic Deeds Read by a Notary via Teleconference." *Journal of Political and Legal Sovereignty*, Vol (1) Issue (2), Page (45-53).

INTRODUCTION

The progress of information technology, which is getting faster now, has had various effects that are important in community activities. The various freedoms provided by the advancement of communication systems have resulted in interactions between communities that do not require time and are not tricky without considering the regional and time zone perspectives. Furthermore, a notary is a person who holds public office and must provide services; it is desired to continue to follow related adjustments to current progress. Furthermore, advances in information technology have impacted human survival, so the government issued a regulation in 2008 in law number 11 concerning Information and Electronic Transactions (after this written, UU ITE). The issuance of the ITE Law is expected to ensure technological advances to maximize success and efficiency in public services (Khairandy, 2016).

One of the technological developments that is very closely related to the field of law, especially those related to Notaries, is the use of technology through teleconferences. In general, a teleconference (teleconference) is a conference or meeting of many people in a far radius via digital media. This activity is called teletalk or teleseminar (Yulinda, 2012).

Not a few conducted teleconferences in the early 2000s. At the beginning of its existence, this activity used telephone or television facilities. However, with the rapid advancement of technology in recent decades, teleconferencing activities now utilize various types of media.

With these technological developments, notaries, when carrying out their duties and functions, cannot avoid technological developments as part of society. Generally, a notary holds public office and has duties and authority regarding preparing authentic deeds. This job is occupied by people who have graduated from legal education and already have permission from the government to carry out legal actions, one of which is as a legal witness in signing

an important document. In Article 1 paragraph (1), the regulation in the form of law with number 2, issued in 2014, contains changes to the rules in the form of law with number 30, issued in 2002, concerning the position of a notary (called UUJN-P). It is explained that the understanding of a notary is a person holding public office who has the authority to compose authentic documents and has other powers as stated in the said law or based on other Laws (NISP, 2021). When carrying out his duties during the technological development that occurred in this period, there were problems with the formulation of norms regarding teleconferences while supporting the performance of a notary because in Article 16 paragraph 1, letter (m) UUJN-P explains that a notary must come and sign a letter in front of the person facing and the person who watched.

This confirmation has been adhered to by the notary when preparing the notarial deed until now. However, in the future, it cannot be denied that along with the technological advances available today, it is necessary to make regulations so that there is no legal vacuum to achieve legal certainty and protection so that teleconferences can be used as a tool that can support notaries when providing public services. However, a teleconference supports a notary when reading a notarial deed. In that case, there will be a void of norms because, in the description of the UUJN-P and UU ITE, it was decided that a deed should act as mandatory evidence in a written format (paper-based).

So related to these conditions, it is deemed necessary to make changes to legal regulations to suit current conditions, in the sense that the law must keep up with technological developments and the times so that all possibilities that are beneficial to the state and society can be regulated by law, including, in this case, the importance of arrangements regarding teleconferences or teleconferences related to the duties and powers of a notary when providing public services. Based on the discussion above, realizing the aspired law is one of the reasons for carrying out this research using the title "Validity of Authentic Deeds Read by Notaries Through Teleconference."

METHODS

In this scientific writing, it is examined using normative legal research. The object observed is legal norms, related to norms contained in article 16 paragraph (1) letter (m) UUJN-P explains that the notary is obliged to come in person and affix signatures on the deed in front of people who are facing and people who witness. In fact, with technological advances that are very supportive regarding signing, making, and reading notarized deeds, appearers, and witnesses may not be physically present, for example, by holding a teleconference. This research utilizes approaches related to the problems discussed, namely (Ibrahim, 2006):

- a. The Statutory Approach is an approach that views norms as a scheme that is not open and has comprehensive, all-inclusive, systematic characteristics.
- b. Conceptual Approach. Encyclopedically, the concept is defined as a thought or an idea. In philosophical terms, a concept is "an idea that includes everything characteristically associated with or suggested by a class of logical species" (Ibrahim, 2006).
- c. Historical Approach (Historical Approach). A historical or historical approach, in this case, the history of the preparation or formulation of law (legislative history), is needed primarily to find out the background to the formulation of a favorable legal norm, including the factors that influence it.

The legal materials in this research come from primary legal materials, secondary legal materials, and tertiary legal materials.

- a. Primary legal materials are normative materials that have binding legal force in the form of:
- b. Secondary legal materials are legal materials that share descriptions of primary legal materials (Ibrahim, 2006).
- c. Tertiary legal materials are in the form of material containing instructions or descriptions related to primary and secondary legal materials (Ibrahim, 2006).

RESULT AND DISCUSSION

Arrangements for Reading Authentic Deeds by Notaries. A notary is a public official appointed by the state to carry out some of the powers of the specific state authority to prepare written and authentic evidence in the section on civil law. Accordingly, the authority entrusted to a notary by the state, including attribution authority, is the authority that is channeled without intermediaries by the Notary Office Law so that the position of a notary does not include a position in the structure of a government association.

In connection with the inauguration of a notary to become a public official, special arrangements have been made regarding the appointment and removal of a notary carried out by the Minister of Law and Human Rights. This matter has been contained in Article 2 of Law Number 2 of 2014 (UUJN-P). Following are the criteria for being appointed as a notary public, which are contained in Article 3 of the rules in the form of a law with number 2 issued in 2014 which explains: have Indonesian citizenship, believe in God Almighty, be at least 27 years old, not be mentally ill and body as explained in the doctor's and psychiatric specialist's statement document, Having a law degree and graduating from the second notary level, having done an internship or actually has worked as a worker in a notary's office with a period of 24 consecutive months in a notary's office based on personal initiative or based on the recommendation of a notary association after graduating from the second level of notaryship, not serving as a state civil servant, a person serving in the state, a lawyer or not serving in other fields which based on the rules are not allowed to be carried out concurrently with the notary profession and have not been sentenced to imprisonment based on a decision a court that has received legal certainty that has not changed because of committing a criminal act punishable by a prison sentence of 5 (five) years or more.

Suppose all the criteria for appointment have been completed. In that case, if a notary is going to exercise his/her authority position, he/she must swear an oath of office/position in front of the person holding the position with the relevant authority in this activity, namely the Minister of Law and Human Rights. Regarding the pronouncement of the position pledge, it is estimated that it has yet to be carried out at the latest two months, resulting in the Minister canceling the appointment as a notary. The oath taker is essential for someone who, in the future, carries out his position obligations to become a notary. In connection with this matter, the deed drawn up by a notary creates legal certainty in every legal relationship. Furthermore, a notarial deed with authentic characteristics, the related deed, is also compiled to become complete proof of all the problems related to the notary deed. The ability of a notary deed to become a sign of evidence is contained in the unique characteristics of its constituents, namely a notary who is appointed under the law to become a person holding public office who is entrusted with a task related to the preparation of the deed (Sjaifurrachman, 2011).

The rules of Article 1, paragraph (1) explain the meaning of a notary. The rules in the form of a law with number two, issued in 2014, state that: A notary is a person who holds public office and is given the authority to draw up authentic deeds and has other powers as contained in this or any other rule. Soegondo Notodisoerjo's statement explains the meaning of a person holding public office is someone who is appointed and removed from the government and entrusted with the authority and responsibility to provide public services related to particular matters because the notary also has an influence that comes from the authority of the government. His position, temperament, and uniqueness make a difference compared to other societal positions. In contrast, N. G. Yudara also has the notion that people in public office are state tools accompanied by authorities regarding norms in channeling assistance to the general public, especially in the preparation of authentic deeds which become a medium for complete evidence relating to actions only civil norms (Yudara, 2015).

About these two thoughts, based on the author's analysis, people in general positions are state tools who are given authority through attribution to provide services to the needs of the general public regarding the preparation of authentic deeds related to civil disciplinary legal actions. Public officials, as stated in Article 1868 of the Civil Code, have yet to be explained in detail and straightforwardly. However, in Article 1 paragraph (1) regulations in the form of law with number 2 issued in 2014, it is stated that only a notary, as a person holding public office, has the authority to draw up authentic deeds involved in all actions, agreements, and decisions made obligated by a general rule or who has the desired desire to be made on an authentic deed, ensuring the validity of the date of drafting the deed, filing the original deed, issuing the grosse deed, copies, and excerpts of the deed, all as long as the preparation of the deed is not a duty or specifically for officials or people - people who are mandated by laws and regulations.

Based on the authority, requirements, and limitations that must be carried out by a notary as described in Article 15 paragraph (3) and Article 16 paragraph (1) letter m, the regulations in the form of a law with number 2 issued in 2014 have a legal conflict, that in Article 15 paragraph (3) entrust other authorities to a notary. These other powers are included in the description of Article 15 paragraph (3), which stipulates that they are interpreted as other powers contained in laws and regulations, namely, the authority to certify activities carried out digitally (cyber notary), draft deed of pledge of waqf, and aircraft mortgages. Furthermore, Article 16 paragraph (1) letter m explains that if a notary is obliged to read the deed in front of a person who is facing, followed by the presence

of 2 (two) witnesses, or 4 (four) witnesses as specifications in preparing a will deed are made by themselves, and affix the signatures of the person who is facing, the person who witnesses, and the notary at that time.

In the following elaboration of these articles, the researcher will explain the understanding and meaning of cyber notaries based on the thoughts of scholars. Professor Hikmahanto Juwana interpreted the term cyber notary to exist when it was published in 1994 by The Information Security Committee of the American Bar Association, this association visualizes that there is a job the same as a public notary, but the letters that are compiled and related to that work are based on electronics, which is the work has a role in optimizing trust regarding the letter that was compiled.

In this range, the cyber notary has a role in authenticating letters in electronic form, that from authenticating, the letter can be printed anywhere and anytime. Cyber Notary also has a function to ensure certainty for people who are located in different countries, whether when carrying out conversations in a country based on personal desires and there is no coercion or threat to sign the electronic letter (Juwana, 2011). There is also the thought of Theodore Sedwick, who works as a manager at the Cyber Notary Project-US for International Business, who says that a cyber notary is an idea that is used when visualizing something from the role of a public notary in the traditional way and its application to the implementation of electronic activities. So Cyber Notary can be likened to guarding the implementation of electronic activities using the internet by implementing the role of a public notary in a traditional way which is meaningful if it is authentic by itself or electronically utilizing the non-special infrastructure available and using electronic signatures (Barassi, 1996). Cyber Notary has a primary role: to carry out certification and authentication on electronic activity lines. This certification means that the notary has the authority to act as a Certification Authority (trusted third party), so the notary is allowed to make digital certificates for the dealing parties, in contrast to the role of authentication, which has to do with the concept of norm, which must be completed when carrying out electronic activities (Matra, 2012).

In connection with this elaboration, it can be simplified that the word cyber notary used in this paper refers to a notary being a public official who is appointed according to statutory regulations to exercise his authority which is written in Article 15 paragraph (3), the rule in the form of a law with number 2 issued in the year 2014 does not include Certification authority as a non-legal technical authority whose concept has the same concept as a cyber notary.

Based on the theory of conflicting norms in this study, the theory cannot be utilized due to conflicts in Articles 15 and 16, paragraph (1) of the rules in the form of a law, with number 2 issued in 2014 being the articles contained in the law. Article 15 UUJN-P is the authority entrusted by a notary to carry out the certification of legal actions with a cyber notary, and Article 16 U, the rules in the form of a law with number 2 issued in 2014, are in line with the parts of the authenticity of the deed contained in article 1868 KUH Per.

The cyber notary has been carried out by a notary at the General Meeting of Shareholders of a Limited Liability Company, where the deed belongs to the group of release deeds. It is because the Limited Liability Company Law, more specifically Article 77, rules in the form of law number 40 issued in 2007 concerning limited liability companies stipulates that the General Meeting of Shareholders (GMS) can be carried out through conference facilities, conferences using video, or other electronic infrastructure that makes it easier for all those attending the GMS to witness and hear and directly participate in the meeting. Furthermore, the use of computers in the preparation of deeds and when the procedure for registering legal entities through the *Sistem Administrasi Badan Hukum* (sisminbakum) is evidence that notaries in Indonesia have utilized computer and internet schemes when carrying out their roles and obligations related to their positions.

Sisminbakum is a scheme that uses a computer compiled by the Ministry of Law and Human Rights to carry out several activities, such as reporting wills, registering legal entities, and registration related to an appointment as a notary. The partial deed cannot be implemented using a cyber notary because the notary is obliged to witness and hear directly when reading and signing by parties, witnesses, and related notaries (Article 16 paragraph (1) letter m of the UUJN-P. However, preparing partij deeds through cyber notary procedures at the General Meeting of Shareholders is permissible. In that case, the researcher considers that the last part of the deed is added separate provisions, namely reading the deed and signing it in several areas, the same as the position of the parties who transact using the scheme. Electronic infrastructure (teleconference or video call). For example: Compiled, signed, and ratified in the City of Kediri and Malang City by Teleconference, when the day and date should be stated at the beginning of this deed. The description of the parties or the results of discussions with the parties and the

evidence submitted to the notary will be rewritten in the form of a notary deed as a basis for forming a notarial deed scheme.

Things that can be used as guidelines for drawing up a notarial scheme are the reasons to be agreed upon, identification of related parties, identification of the object to be discussed in the deed, compiling a series of deeds, and determining the contents of the deed which discusses the position of the appearers. These things are permissible and prohibited based on legal norms, things that are given certain limitations at the time of their application, alternative laws and alternative courts, provisions regarding handling problems that may occur, and relations with other deeds (Adjie, 2011).

The cancellation or invalidity of a deed in its position as an authentic deed consists of five reasons, namely (Adjie, 2011): It can be canceled, canceled by law, can prove only to the extent that a deed is underhanded, canceled because of the agreement of the parties, or canceled by a court decision that already has legal capacity cannot be contested because in practice the principle of presumption is valid. The background of the researcher is that partij deeds can also be drawn up by utilizing a cyber notary because a notary is a person who holds public office and has the function of drafting civil agreements in an authentic form which is very much needed, especially as it relates to a free trade scheme.

Legitimacy of Authentic Deeds Read by Notaries via Video Teleconference. When exercising their authority, a notary cannot be separated from scientific and technological developments in today's society. The requirements for a notary when exercising his authority are listed in Article 16, paragraph (1) letter m UUJN. In article 16, paragraph (1) letter UUJN the first words clearly describe the notary who reads the deed for the parties and witnesses. The notary must read the deed. Reading the deed is necessary for a notary to do it when drafting an authentic deed. This matter is further elaborated in Article 16 paragraph (1) letter m of the UUJN, namely that notaries must come in physical form and then affix signatures to the deed in front of the present people and the people who witness it. The absence of a notary at the reading of the deed in front of the parties and witnesses and the failure to sign simultaneously by the person present, the witness, and the notary causes the deed to lose its authentic meaning. Regarding cyber notaries, having to read the deed can be carried out using video conferencing. Video conferencing allows the deed to be read correctly without wasting time to come and unite the parties and people watching in the room together (Merlyania, 2020).

The rules relating to reading out authentic deeds using video conferencing are in the rules in the form of law number 40 issued in 2007, whose contents discuss limited liability companies. Specifically, Article 77 paragraph (1) explains that "In addition to holding a GMS as meant in Article 76, GMS can also be held via teleconference media, video conferences, or other electronic media facilities that allow all GMS participants to see and hear each other directly and participate in the meeting." However, this provision only provides rules regarding reading the deed of the general meeting of shareholders (GMS); it is different from the deeds as not regulated in the law, which provides detailed rules regarding reading authentic deeds by video conferencing, although specifically not there are rules, in reality, they can be implemented because basically, the deed is the wish of the parties which is stated in an authentic letter in front of the person in the office and has the related authority and does not violate existing norms. Thus, an authentic deed in front of people who appear via video conference will be valid if the parties express their consent and are written on the deed.

Article 44 paragraphs (1) and (2) UUJN explains that:

- a. "Immediately after the deed was read, the deed was signed by each appeared, witness, and Notary, except if there were appearers who could not sign by stating the reasons."
- b. "The reasons referred to in paragraph (1) are expressly stated in the deed." The preparation of the deed while proving the arrival of the parties online is a permissible legal action because having the ability to prove digital information related to the preparation of the deed carried out by video conferencing is following the deed carried out traditionally. It is due to the results of the preparation of the deed through video conferencing supported by the issuance of rules in the form of a law in 2008 with number 11 concerning information and electronic transactions. Article 5 relates to the criteria for the validity of the use of technology with video conferencing facilities in the preparation of deed by utilizing electronic data/letters electronic data, which is valid proof, must pass the criteria for the validity of the use of electronic data listed in the ITE Law.

In order for the preparation of the deed through video conferencing to be valid, it must comply with the minimum threshold in verification; because the norm of proof is explained so that proof given at trial is verified as evidence, it must comply with the theoretical and practical criteria perfectly the same as stipulated in Article 5

paragraph (1) of the ITE Law, have obtained and justified electronic data and electronic mail or print outs to be valid electronic evidence based on norms. If viewed from the point of view of the ability of evidence regarding deeds drawn up utilizing technology and video conferencing infrastructure, they are (Azzahra, 2023):

- a. When a person in a public office, such as a notary, uses video conferencing technology to create a legal document, it can be considered just as valid as a physically signed document. The document's authenticity is determined by the notary's signature, which is present on both the original and any copies of the document, and a unique prefix on the document itself. The use of technology increases the legal validity of the document. All of the points above have been included in an authentic deed;
- b. Viewed from a formal point of view, deeds drawn up using conferencing technology and infrastructure using video are sufficient, on average, for the procedure for drafting a deed. Namely, there is a day, date, month, and time of day which is sure to exclude some people facing abroad so that some people facing it are still required to comply with the time law in force in Indonesia even though there are different time zones. There is an electronic signature belonging to the person who is present, the person who witnesses and the notary and verifies what is observed, heard, and seen by the notary so that the electronic deed has fulfilled the material requirements to be equated with an authentic deed on the point of proof;
- c. Judging from the material aspect, at the time of drawing up the deed that utilized the following technology and video conferencing infrastructure, the material factors had been fulfilled because of something that was attached, and it turned out that the contents of the deed were valid evidence for people who needed the deed or parties who had the authority and takes place in general unless there is evidence to the contrary. The notary is limited to listening to what is said or what will be stated by the notary in a deed, including the official's deed or the party's deed submitted in front of the notary and the statement has been justified by the parties listed in the deed (Azzahra, 2023).

Based on the material and formal ability to prove the presence of the parties at the time of drawing up the deed, which was carried out via video conference, which in this discussion is an electronic recording, the norms of civil proceedings include recognized legal evidence, which includes the elaboration of evidence of alleged norms that can be denied or at least the presumption of the head of the trial, because an electronic data that outwardly not only displays a fact of a legal incident but can also describe and point to a legal subject who has responsibility thereof (Makarim, 2012). Thus, the arrival of the parties to the preparation of the deed, which was carried out via video conference, can prove equivalent to the preparation of the deed, which was carried out based on progressive legal theory regarding reading the deed by video conferencing. This norm is expected to be able to adjust to changing times and provide answers to changing times together with all the foundations in it. It can provide services for human needs guided by the value of integrity rather than human resources that uphold these norms.

Understanding the article's contents must be done flexibly to obtain a more flexible meaning. Guided by Article 5 paragraph (4) of the ITE Law, at least it can be interpreted that the deed drawn up by a notary drawn up in the form of an electronic letter or printout is valid legal evidence. However, its meaning is limited to only intended legal actions based on the law. Not required to be drawn up in the form of a notarial deed or a deed drawn up by a Land Deed Making Officer. For example, Article 77 paragraph 1, a rule in the form of a law number 40 issued in 2007 regarding limited liability companies (after this typed UUPT), stipulates that except for the implementation of a GMS, as stated in Article 76, a GMS can also be held via video conferencing or electronic media. Others ensure that all GMS participants can see and hear each other without partitions and participate in meetings. If the GMS is carried out electronically, the notary may draw up the minutes of the GMS and other authentic deeds in electronic form so that the UUPT has provided an opportunity for notaries in Indonesia to serve in the service sector by electronic means. However, not all GMS agendas carried out electronically can be translated into electronic deeds because there are various types of minutes that, based on legal regulations, must be prepared in the form of a notarial deed, namely the GMS concerning changes to the company's articles of association.

In other words, not all deeds utilizing technology through video conferencing media can be carried out. Concerning the deed that is not prohibited from using technology with video conferencing media, these are the deeds drawn up by the parties related to the deed of minutes of meetings which are then translated into authentic deeds. When the parties are not required to attend the drafting of the deed, only one representative is present to meet with the notary. However, compiling an authentic deed using video conferencing media is impossible because there are no rules. In essence, information technology does not include a media that is not bound by norms but

only a tool that has various applications and good or bad impacts so that the output of this information technology and its various applications are still related to the operation of law for service users and parties who carry out public facilities in interacting and carrying out activities in many aspects of life, including at national or international scope.

No law describes face-to-face meetings with electronics called face-to-face based on law, and there are no specific rules for drawing up a deed carried out through video conferencing until now. So the arrival of the parties at the preparation of the deed utilizing technology using video conferencing media cannot be categorized as coming physically. Legal regulations are needed regarding the preparation of deeds that utilize technology (video conferencing) so that when the time comes in a situation, you can sit in front of electronic media and compile information in letters delivered to the parties so that the goals of the parties are realized according to the target without neglecting the beauty of security and the validity of the data in the agreement so that all the contents of the agreement are fulfilled (Sjahdeni, 2002).

The parties who came with the video conferencing suggestion, when connected with the Notary Position norms, the parties did not put a signature on the deed. It causes the procedure for preparing a deed utilizing technology using video conferencing media related to an authentic deed cannot be carried out because they do not come face to face. A person must come face to face except by giving power of attorney. No norms explicitly regulate the procedures for preparing video conferencing deeds.

UUJN is also impossible, but the challenge of drafting deeds using technology and media conferencing using video is quite helpful in the era of progress in providing facilities for notaries and the public. In addition to the parties drawing up the deed by video conferencing, there are problems regarding the jurisdiction of the notary's authority and the position of the notary's deed related to electronic activities other than the area where the notary serves. In this problem, there is a conflict of law; the law of a rule deviates from the norms listed in other regulations as what is currently happening is that there is a conflict of norms regarding the area where the notary serves with the notary's authority in terms of cyber notary (compilation of deed of an electronic transaction).

With the notary's authority in the cyber notary aspect, this provision raises problems when juxtaposed with Article 17 (1) letter a and Article 18 UUJN, where the notary has something as a notary's area of office. In the elaboration of Article 17 (1) letter a, it is explained that the restriction is intended to create a partition for notaries to understand their professional area, ensure legal certainty from the notary himself to the public and also prevent competition from one notary with another notary related to carrying out his position so that not hit by a problem.

In the above description, it can be observed that there is a conflict of norms; on the one hand, the ITE Law does not provide regional boundaries so that electronic interactions can be carried out, and on the other hand, the UUJN determines the boundaries of the notary's work area. Observing the class of laws and regulations where there is a conflict of norms, there has been a horizontal conflict of norms. Seeing the various types of statutory conflicts that arise so that there is a principle that can be used as a guideline to decide which rule to use, namely the *lex specialist derogate legi generali* principle; when there are parallel rules, the most specific regulations are more applicable than general regulations. Based on this principle, the rules that are used with conflicting norms are happening, namely, regulations that have unique characteristics, namely the ITE Law; the contents of the regulations are used so that notaries can draw up deeds related to electronic transactions carried out in a different area from the notary's position area.

The signing is one of several sequences of validating the deed; affixing the signature is carried out at the end of the deed. The signature on the deed must be clearly explained at the end of the deed. Giving a signature means stating something in a written way, namely something that is spelled out at the top of the signature. So that the witnesses who also signed the deed can testify that all the deed regulated in the law, both the writing of the signature, has been fulfilled by the people who appear before it, followed by the person who witnessed it, and finally, the notary. If the person facing him cannot write his signature because he cannot read or write, then the person facing him can put his thumbprint. The thumbprint does not include a signature but a proof. The affixing of the thumbprint must also be written on the deed.

In cyber notary thinking, signing a deed is not carried out directly, but using a digital signature is understood as a digital signature (electronic-based signature). The understanding of giving an electronic signature is regulated in Article 1 paragraph (12), a regulation in the form of a law number 19, which was issued in 2016, discussing changes to the rules in the form of a law with number 11 which was issued in 2008 concerning data and electronic transactions (UU ITE). Article 1, paragraph (12) of the regulation in the form of law number 19 issued in 2016, discusses changes to the regulation in the form of law number 11 issued in 2008 concerning data and electronic

transactions, which regulates namely: "electronic signature is a signature consisting of electronic information attached to, associated with or related to other electronic information used as a means of verification and authentication."

Rules in the form of related government regulations, namely regulations in the form of government regulations with number 82 issued in 2012 regarding the application of electronic systems and transactions, which in Article 1 paragraph (19) mega turn namely "Electronic Signatures are signatures consisting of Electronic Information that attached, associated or related to other Electronic Information that is used as a means of verification and authentication.

Article 11, paragraph (1) of the law regarding information and electronic transactions clearly states that even though it is only in the form of a code, electronic signatures have the same position as general signatures with legal capacity and legal effect. However, based on Indonesian norms, regarding the notary deed related to the validity of the cyber notary, it is not stated to be electronic proof. This right is because there is an article that does not allow it, namely Article 5, paragraph (4) of the law regarding information and electronic transactions, which regulates decisions related to electronic data and electronic mail as stated in paragraph (1) are not bound to:

- a. Legal documents must always be in written form.
- b. Additionally, any related accessories must be prepared as either a notary or a public deed by a qualified person.

Based on the description of the interaction certificate procedure carried out electronically as above, it is understood that the notary only has the task of providing certainty to electronic signatures; The personality and position of the parties; time of the electronic certificate, the same as the authority of a Notary which is in article 15 paragraph (2) letter a. The channeling notary has the authority to formalize the signature and to ensure the date of the letter drawn up by the parties by registering it in a particular book. The legal basis which states whether or not a notary is allowed to use a digital signature already exists in Law No. 2 of 2014 concerning the position of a notary, Article 15 paragraph 3, which regulates that it is defined as other powers contained in the law, namely: the authority to authorize activities carried out digitally (cyber notary), draw up a deed of waqf pledge an aircraft mortgage.

This platform can support notaries to carry out activities using electronic techniques (cyber notary). Currently, questions arise regarding this understanding. With this, affixing signatures by electronic means can be carried out in connection with the application of a cyber notary. The correctness of the signature can be observed from the authenticity and can be seen based on the unique things in the signature (signature characteristics). Signatures in electronic form must have two conditions: authenticity and signature characteristics. The electronic signature procedure must contain the two conditions above so that it can be ascertained based on the law, in other words, that the signature is valid.

The procedure for an original signature by electronic means must be accompanied by a particular code in the form of a barcode; if the barcode is scanned, you can see the sign of originality in the signature. Guided by this, one can draw an opinion that the signing of the deed by electronic means can be carried out through electronic signatures. Has parent status at the Root Certificate Authority (CA) of the Republic of Indonesia, so that Indonesia has signed the electronic certificate. With this in mind, compiling electronic documents affixed to signatures using electronic means has evidentiary solid capabilities.

CONCLUSION

Based on the discussion above, it can be concluded, among others

1. Arrangements for reading an authentic deed by a Notary are regulated explicitly in UUJN article in article 16 paragraph 1 letter (m) UUJN-P, which states that a notary is required to come in physical form and sign the deed in front of the person present and witnesses.
2. The formalization of authentic deeds drawn up and read by a notary through a video teleconference in the future needs to be regulated more clearly so that technological development/digitalization is a necessity and does not reduce the validity of authentic deeds as stipulated in Article 15, paragraph 3, of course by harmonizing with the provisions of Article 16 paragraph 1 letter (m) UUJN-P.

REFERENCES

Adjie, H. (2011). *Kebatalan dan Pembatalan Akta Notaris*. Bandung. Refika Aditama. Hal. 37.

- Azzahra, A. F. (2023, Juny 3). “*Penggunaan Sarana Video Konferensi dalam Pembuatan Akta Notaris Dikaitkan dengan Undang-Undang Jabatan Notaris*”, diakses dari scribd. com pada tanggal 03 Juni 2023 Pukul 19.53 WIB.
- Barassi, T. S. (1996). *The Cyber Notary: Public Key Registration and Certification and Authentication of International Legal Transactions*, <http://www.abanet.org/sgitech/ec/en/cybernote.html>
- Ibrahim, J. (2006). *Teori & Metodologi Penelitian Hukum Normatif, Lebih jauh tentang berbagai pendekatan dalam penelitian hukum normatif*. Cetakan Kedua, Bayumedia Publishing, hal. 300
- Juwana, H. (2011). *Disampaikan dalam Acara Seminar Cyber Notary, Tantangan Bagi Notaris Indonesia*, Grand Sahid Jaya Hotel, Jakarta.
- Khairandy, R. (2016). *Perjanjian Jual Beli*. Yogyakarta, FH UII Press, hal. 3
- Kitab Undang-Undang Hukum Perdata
- Makarim, E. (2012). *Notaris dan Transaksi Elektronik Kajian Hukum tentang Cybernotary atau Electronic Notary*. Jakarta, PT. RajaGrafindo Persada, hal. 133
- Matra, A. F. (2012). *Penerapan Cyber Notary di Indonesia Ditinjau dari Undang-undang Nomor 30 Tahun 2004 tentang Jabatan Notaris*, Tesis, Depok
- Merlyania, D. (2020). Annalisa Yahanana, Agus Trisakab, “Kewajiban Pembacaan Akta Otentik Oleh Notaris Di Hadapan Penghadap Dengan Konsep Cyber Notary”. *Jurnal Ilmiah Hukum Kenotariatan*
- Nisp, R. O. (2021). *Notaris Adalah: Pengertian, Tugas, Syarat dan Kewenangan*, hal. 1. OCBC NISP
- Permen Kominfo Nomor 23 Tahun 2012 Tentang Pemanfaatan Pembiayaan Teknologi Informasi dan Komunikasi
- Sjahdeni, S. R. (2002). “Sistem Pengamanan E-Commerce”, *Jurnal Hukum Bisnis*
- Sjaifurrachman. (2011). *Aspek Pertanggungjawaban Notaris dalam pembuatan Akta*. Bandung. Mandar Maju. Hal. 5
- Undang-Undang Dasar Negara Republik Indonesia Tahun 1945
- Undang-Undang Nomor 2 Tahun 2014 Tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2002 Tentang Jabatan Notaris Undang <https://doi.org/10.30736/ji.v2i2.22>
- Undang-Undang Nomor 19 Tahun 2016 tentang Perubahan Atas Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik.
- Yudara, N. G. (2015). *Notari dan Permasalahannya pokok-pokok Pemikiran di Seputar Kedudukan dan Fungsi Notaris serta Akta Notaris menurut Sistem hukum Indonesia*, Makalah yang disampaikan dalam Kongres INI di Jakarta.
- Yulinda, D. (2012). *Analisis Tanggungjawab Notaris terhadap Keabsahan Akta Pembatalan (Kasus Putusan Nomor 534/PDT.G/2008/PN.JKT.BAR* Tesis, Depok: Universitas Indonesia, hal. 78.