



## Alternative Implementation of the Cyber Notary Concept in Indonesia After the Amendment of Law Number 1 of 2024

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### ABSTRACT

The integration of technology into various sectors has significantly increased productivity, including in the notarial field, where administrative and time-based tasks can be revolutionized. The amendment to Article 5 paragraph (4) of Law Number 11 Year 2008 on Electronic Information and Transactions, through Law Number 1 Year 2024, establishes notarial deeds as electronic documents with legal evidentiary power. This development creates opportunities for implementing the "cyber notary" concept as outlined in Law Number 2 of 2014 concerning Notary Position. This study aims to analyze the potential application of the "cyber notary" concept within the framework of Indonesian law. A normative juridical research method was employed, using primary and secondary data analyzed qualitatively. The findings reveal that the absence of a clear definition of "cyber notary" often leads to misconceptions, such as equating it with performing notarial duties online. The study identifies alternatives for notaries to integrate "cyber notary" practices while adhering to existing legal frameworks and professional standards. The research highlights the necessity of amending the Notary Position Law to fully implement the "cyber notary" concept. Furthermore, specialized applications are required to support the creation of electronic deeds by notaries. These findings underline the importance of legal and technological reforms to enhance the effectiveness, security, and accessibility of notarial services in the digital era.

**Keywords:** Amendment to ITE Law, Cyber Notary, Electronic Deed.

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### INTRODUCTION

Technological advancements are developing increasingly rapidly and show that the chance of mass automation that makes people lose their jobs en masse is still far away shortly. According to the Future of Jobs Report 2023 released by the World Economic Forum, more than 75% of companies want to adopt technological advances in the next five years (Forum, 2023). In this case, technological advances include generative artificial intelligence (AI) and automation in completing administrative work and doing work that does not have to be from a physical office. This affects various professions, including Notary, which is administrative work involving physical presence.

The Notary itself is a public official as referred to in Article 1 number 1 of Law Number 30 of 2004, which is amended by Law Number 2 of 2014 concerning the Position of Notary (UUJN) that "Notary is a Public Official Deed Maker". Notaries are authorized to make authentic deeds; other authorities are referred to in laws and regulations (Jamil, 2019). The article also makes it clear that Notary is the only public official who has the authority to do authentic deeds related to all deeds, agreements and stipulations required by general regulation or by those with interest desired to be stated in an authentic deed, guarantee the certainty of the date of doing the Deed, keep the deed minutes, provide a grosse deed, copy and quotation of the Deed, all of that as long as the making of the Deed is not assigned or excluded to other officials or persons by statutory regulations.

Along with the development of information and communication technology, the performance of a Notary can provide various benefits and advantages that will be obtained. Namely, implementing notary duties can be faster, save time, and be more practical, namely by utilizing information technology. However, the making of deeds electronically using information technology is 'hit' by the provisions of laws and regulations in Indonesia, namely Article 5 paragraph (4) of Law Number 19 of 2016, which implies that electronic deeds do not have perfect evidentiary power like authentic deeds (Pane, 2022). Thus, referring to this provision, notarial deeds made electronically are only considered deeds under the hand, equated with documents, letters, and electronic certificates.

Furthermore, the Electronic Information and Transaction Law, as better known by its abbreviation, ITE Law, is present in Indonesia as a legal umbrella for the protection of information and electronic transactions. Along with the rapid development of the times, ITE Law itself is required to be adaptive to this. The first amendment of the ITE Law was made in 2016 through Law Number 19 of 2016, and the second through Law Number 1 of 2024 (Fardila & Alya'Labibah, 2024).

One of the points that changed the ITE Law in its second amendment earlier this year was Article 5 paragraph (4), which previously stated:

*"The provisions regarding electronic information and/or electronic documents as referred to in paragraph (1) shall not apply to:*

- a. Letters which by law must be in writing; and*
- b. Letters and documents which by law must be made in the form of notarial deeds or deeds made by deed-making officials."*

Article 5, paragraph (1) of the ITE Law before the amendment stated that "Electronic information and/or electronic documents and/or their printouts are valid legal evidence." The paragraph in the article states that notarial deeds or deeds made by deed-making officials electronically are not valid legal evidence. Article 5 paragraph (4) was later amended by Law Number 1 of 2024, which is the second amendment to the ITE Law, so that it reads:

*"The provisions regarding Electronic Information and/or Electronic Documents as referred to in paragraph (1) shall not apply in the event that they are otherwise provided for in the Law."*

In this case, one of the "public officials" mentioned in the law is a Notary, as stated in Article 1 number 1 of Law Number 30 of 2004 as amended by Law Number 2 of 2014 concerning the Position of Notary ("UUJN"), which states that "Notary is a Public Official Deed Maker. Notaries are authorized to make authentic deeds and other authorities as referred to in laws and regulations." If it is related to the amendment of Article 5 paragraph (4), then there is an opportunity for notaries to be able to execute the Deed electronically while still making it a valid legal evidence, as long as there is no appearance from the parties to the authentic Deed made by the Notary.

Regarding the making of deeds electronically by the Notary himself, the explanation of Article 15 paragraph (3) of the UUJN also states that one of the other authorities regulated by laws and regulations is the involvement of Notaries in certifying electronic transactions (cyber Notary). The meaning of the word "certify" is that a Notary can provide trustworthiness services that support the authenticity system of an electronic transaction (Nisa, 2020). There is no concrete explanation of the meaning of the term cyber notary, but the concept of making deeds electronically referred to as "cyber notary" or "electronic notary" indicates that the Notary exercises his authority to make deeds electronically (Omiyani et al., 2023). Dr Edmon Makarim, S.Kom., S.H., LL.M., as a technology law expert, said that the concept of Cyber Notary is often only interpreted as a remote service or doing deeds without physical presence, even though this is not the case. In this case, it is also possible if there is an alternative application of the Cyber Notary concept, which is almost the same as a conventional notary, but the Deed is done electronically.

While the amendment of Article 5 paragraph (4) of the ITE Law has opened legal pathways for notarial deeds to be made electronically, significant gaps remain in terms of implementation, clarity of the cyber notary concept, and the readiness of supporting technological infrastructure. Existing research has predominantly focused on the theoretical aspects of the cyber notary without addressing practical challenges, such as legal ambiguities, potential risks, and the development of specialized applications to facilitate electronic deed-making. Furthermore, there is limited analysis of the implications for notarial duties, particularly concerning the balance between traditional practices and digital transformation. These gaps underline the need for a comprehensive study that bridges legal, technological, and practical dimensions to ensure the successful implementation of the cyber notary concept in Indonesia.

Based on the above background, this research aims to analyze the alternative application of the concept of cyber notary in Indonesia after the notarial deed made electronically is considered as a valid legal evidence as implied in the amendment of Article 5 paragraph (4) of Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning

Electronic Information and Transactions (ITE Law) along with the legal consequences that may arise if the notarial deed is made using the alternative. contribute to the development of the concept of cyber notary in Indonesia through a comprehensive understanding of the legal, technical, and practical implications of the application of electronic notarial deeds. This research is expected to serve as a reference for policy makers in drafting regulations that are more adaptive and supportive of technological developments, as well as providing guidance for notaries in facing digital transformation. In addition, this research also aims to provide practical solutions that can be applied to ensure the implementation of notarial duties remains in accordance with applicable legal provisions without reducing the quality and authentic authority of the deeds made.

## RESEARCH METHOD

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This research is a qualitative research that starts from the legal norms that apply based on positive law. The research tool used in this research is literature search or literature study (including primary legal materials and secondary legal materials). This research analyzes the alternative implementation of electronic notary services in Indonesia and the legal consequences that may arise from each of these alternatives.

## RESULT AND DISCUSSION

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Notaries generally perform their work physically, as discussed in the previous chapter. There is a concept of electronic notarization referred to as "cyber notary" or "electronic notary", which indicates that the Notary exercises his/her authority to make deeds electronically (Omiyani et al., 2024) . However, there is no concrete explanation of the meaning of the term cyber notary.

The terms cyber notary and electronic Notary seem to be born from two different concepts, namely the term "e-notary", which was popularized by jurists from countries that inherited the Continental European tradition, while the term "cyber notary" was popularized by jurists who inherited the common law tradition (Makarim, 2020). With the advancement of information and communication technology, notary performance can provide various benefits and advantages, namely, the implementation of notary duties can be faster, save time, and be more practical. Another important thing is that it will certainly increase efficiency and effectiveness in providing public services. The duties and authority of a Notary to make authentic deeds were previously carried out with a conventional system. With the development of information and communication technology, it is possible to switch to a Notary based on an electronic system called a cyber Notary. Cyber Notary itself is a concept that adapts the use of electronic/online computers by notaries in carrying out their duties and authorities (Rossalina, 2016).

The beginning of the development of e-notary was recorded in 1989, during the Trade Electronics Data Interchange System Legal Workshop held by the European Union, when the term

"electronic notary" was first introduced by a representative from France (Chaerani, 2014). Leslie Smith states that the phrase "electronic notary" was introduced by the French delegation in the TEDIS (Trade Electronic Data Interchange System) forum, a data exchange initiative initiated by an alliance of European countries, in a legal workshop at the EDI (Electronic Data Interchange) Conference, which is a mechanism for sending information between companies electronically without using paper media. The conference was organized by the European Union in Brussels in 1989.

Expanding the definition of an authentic Deed by including deeds in electronic form as a result of cyber notary / remote notary practices will actually create new conflicts that may reduce the evidentiary power of the authentic Deed (Wijaya, 2018). Referring to the provisions of Article 5 paragraph (4) of Law Number 19 Year 2016, electronic deeds do not have perfect evidentiary power like authentic deeds. Until now, electronic deeds are only considered deeds under the hand, which are equated with documents, letters, and electronic certificates. However, the article has been amended through Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE).

Article 5, paragraph (1) of the ITE Law before the amendment stated that "Electronic information and/or electronic documents and/or their printouts are legal evidence." The paragraph implies that notarial deeds or deeds made by deed-making officials electronically are not legal evidence. In this case, the provision that previously excluded notarial deeds made electronically as valid legal evidence has been declared no longer applicable in Article 5, paragraph (4) of the second amendment to the ITE Law. This can be seen as the opening of an opportunity for notarial deeds to be made electronically.

Judging from the changes in Article 5 paragraph (4) of Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law), there is actually an opportunity for notaries in Indonesia to implement cyber Notary by exercising their authority electronically because notarial deeds made electronically are now valid legal evidence. However, there are still concerns in the form of legal consequences arising from the strength of the authentic Deed if it is made electronically.

The use of the term cyber notary in Indonesia, a country that adopts the Continental European legal tradition, is actually considered inappropriate. If we refer to the literature that discusses its history, the terms cyber notary and electronic Notary seem to come from two different concepts. The term "e-notary" was introduced by legal experts from countries that follow the Continental European tradition, while the term "cyber notary" was mostly introduced by legal experts from countries that adopt the common law tradition (Makarim, 2020).

The absence of definitions related to cyber Notary and electronic deeds means that there is no minimum or maximum limit to their application. After conducting the analysis in this research, it can be illustrated that the process of 'making an electronic deed' does not have to be

done immediately by fulfilling all the expected features. However, the validity of the Deed must be maintained if it is made electronically.

According to Dr Edmon Makarim, S.Kom., S.H., LL.M. as a technology law expert, the concept of Cyber Notary is often only interpreted as a remote service or doing a deed without physical presence, even though this is not the case (Makarim, 2020). In this case, it is also possible if there is an alternative application of the Cyber Notary concept, which is almost the same as a conventional notary, but the deed-making is done electronically. However, there is also the possibility of making deeds electronically without involving physical presence, as long as this still complies with the current positive law, as notarial deeds can now be made electronically after the amendment to the ITE Law in early 2024. In this case, there are several alternatives to the implementation of the cyber notary concept in Indonesia that can be implemented, among others:

**The Notary makes the minutes of the Deed conventionally but makes a copy electronically and archives it electronically.**

In this alternative, the process of making deed minutes is still carried out conventionally, namely by still involving the physical presence of the Notary, the faces, and 2 (two) witnesses. In addition, conventional deed-making also still uses wet signatures on paper. Meanwhile, what is made in the presence of a notary is the deed minutes (FARDELA, 2024). The minute deed itself is defined in Article 1 point 8 of UUJN as "the original deed that includes the signatures of the confronters, witnesses, and Notary, which is kept as part of the Notary Protocol."

There are no restrictions on the definition of 'conventional' in the making of the Deed itself, but the main thing in this case is that the making of an authentic deed is still carried out in accordance with the provisions of the UUJN, namely by being carried out before a notary, as this is stated in Article 1 number 7 defining a Notarial Deed as an "authentic deed made by or before a Notary according to the forms and procedures stipulated in this Law." A Notarial deed can be said to qualify as an authentic deed if the Notarial Deed is in accordance with the established procedures or procedures, namely based on Article 39 of the UUJN up to Article 53 of the UUJN (Hutapea et al., 2023).

In order to minimize the legal consequences of the validity of an authentic deed if it is made electronically that are feared to arise in the future, the making of electronic deeds in Indonesia is not possible with the current law, especially in the making of partij deeds, considering that the concept uses electronic devices as a meeting place such as teleconference media, which will affect the process of reading and signing the Deed later. Article 16, paragraph 1, letter m of the UUJN states that:

*"read out the Deed in the presence of the confronter in the presence of at least 2 (two) witnesses, or 4 (four) witnesses specifically for the making of a testament Deed underhand, and signed at that time by the confronter, witnesses, and Notary,"*

The explanation of the article states that the Notary must be physically present and sign the Deed in the presence of the confrontants and witnesses.

However, the obligation of a notary to read out the Deed, as mentioned in Article 16, paragraph (1) of the UUJN, is contextual. This is because Article 16 paragraph (7) of UUJN states that:

*"The reading of the Deed as referred to in paragraph (1) letter m is not obligatory if the contributor wishes that the Deed not be read out because the contributor has read it himself, knows, and understands its contents, provided that this is stated in the closing of the Deed and on each page of the Deed Minute is initialled by the contributor, witnesses, and Notary."*

The legal effect that is feared to arise from the application of this is the lack of certainty over the legal force of the electronically made copy. However, in order to avoid the concerns of the notaries and the parties involved in making the Deed, the deed minutes are made by fulfilling the provisions in the explanation of Article 15 paragraph (3) of the UUJN, which is related to the necessity of physical presence, then the Deed will remain valid and lack the appearance of the parties.

**Notaries create deeds electronically, but still involve physical presence in the same room. Signing is done electronically and finalizing it on paper (print-out).**

Electronic Deed making in this alternative is carried out by still involving physical presence by the Notary and other parties, namely the face and 2 (two) witnesses. This is an effort to comply with the provisions in Article 16 paragraph (1) letter m of the UUJN and its explanation, although this is contextual as previously described.

In this alternative, the Deed will be made electronically with a signature. Electronic signatures themselves are included in electronic certificates, the definition of which is regulated in Article 1 point 20 of Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions (PP No. 71/2019) as:

*"a signature consisting of Electronic Information attached, associated or related to other Electronic Information that is used as a verification and authentication tool."*

The electronic certificate containing the electronic signature is issued by an Electronic Certification Provider (PSrE). Article 1 point 21 of Government Regulation No. 71/2019 defines an Electronic Certification Provider as: "a legal entity that functions as a party worthy of trust, which grants and audits Electronic Certificates."

In order to maintain the validity of the signature, an electronic signing platform certified by the Government should be used, which itself is divided into 2 (two) categories, namely Agency PSrE and Non-Agency PSrE. There is only 1 (one) PSrE Agency itself, namely the Electronic Certification Center of the National Cyber and Crypto Agency (BSSN). Meanwhile, around 9 (nine)



Non-Agency PSrEs are registered (Kominfo, 2024). The main features of PSrE are electronic signing (electronic signature or TTE) and electronic seal.

**The Notary does the Deed electronically, with a common video conferencing application, but with conventional signatures and fingerprints.**

In this case, related to the phrase "in the presence of" the Notary as mentioned in the two articles above, Article 16 paragraph (1) letter (m) of the UUJN itself mentions the word "must" in the explanation, namely "The notary must be physically present and sign the Deed in the presence of the faces and witnesses." Meanwhile, the orderly making of laws and regulations Law Number 15 of 2019 concerning Amendments to Law Number 12 of 2011 concerning the Formation of Laws and Regulations (Law 15/2019) emphasizes that the existence of norms must be in the body, not in the explanation of the law.

In addition, there is a regulation that equates physical attendance and electronic attendance, namely the Supreme Court Regulation of the Republic of Indonesia Number 7 of 2022 concerning Amendments to Supreme Court Regulation Number 1 of 2019 concerning Case Administration and Electronic Court Proceedings (Perma 7/2022). So, in this case, electronic presence can actually be equated with physical presence, for example, if it is carried out through a video conference application. There is also another regulation that 'wants' physical attendance to be considered the same as electronic attendance, namely Article 77 of Law Number 40 of 2007 concerning Limited Liability Companies (UUPT), which basically allows GMS to be held electronically through teleconferencing media. This statement is supported by the elucidation of the ITE Law, which states that "Activities through the electronic system media, also known as cyberspace, even though they are virtual, can be categorized as real legal actions or deeds."

There are many video conferencing applications that can be used to comply with the phrase "in the presence of" in the UUJN, such as the use of Zoom Cloud Meetings, Google Meet, Microsoft Teams, or other similar applications. Related to this, notarial deed making can actually be done remotely, for example in this case is in the deed reading process.

Basically, there are no regulations that explicitly prohibit electronic notarial deeds in any laws and regulations. However, it is feared that there will be potential legal consequences for the Notary, such as the downgrading of the status of the notarial authentic Deed to underhand, which may result in a lawsuit against the Notary, appearance by related parties, and the rejection of the 'electronic deed' by the intended agency.

However, the legal consequence that is feared to arise as a risk in the application of this case is the evidentiary power of the Deed in the event of the appearance of the parties, which is feared to reduce its status from an authentic deed to a deed under the hand. This is because notaries are still debating the necessity for the parties to be physically present before the Notary, as stated in the explanation of Article 16 paragraph (1) letter m of the UUJN. In addition, the making of deeds through video conferencing applications that are not equipped with adequate technology to verify the Identity and location of the Notary, the faces, and 2 (two) witnesses has



a very high risk of criminal acts such as fraud, identity forgery, and others, so there should be a special application specifically designed for notaries to make authentic deeds.

**Notary makes deeds electronically in its entirety with Electronic Notary Applications available in the market (not yet registered and certified by the Government)**

The phrase as a whole, in this case, refers to the process of making a deed from the beginning, the introduction of the faces and witnesses to the Notary (if not yet known), the drafting process, the reading as mentioned in Article 16 paragraph (1) of UUJN, to the signing of the minutes.

For example, in common law countries that have a public notary and implement the United States Model Electronic Notarization Act 2017 (US MENA), audio-video attendance is considered equivalent to physical presence before a notary (Sona, 2023). This allows for notarizations to be conducted without the need for physical presence. Based on recent advancements in the United States, since 2017, there has been a separation in the regulations governing traditional notarization and e-notarization. This indicates that the United States government has recognized electronic notarization as an important legal requirement, in line with the rapid development of information technology, so electronic notarization has several special applications designed for notaries in carrying out their positions.

In this alternative scheme, a deed-making application specifically designed for notaries to carry out their duties is used. This application should be equipped with several main features that are similar to conventional deed making, namely video teleconferencing, share screens for making deed drafts, electronic signing, electronic seals, and electronic storage of deed documents.

However, in this alternative scheme, this notary application has not been registered and certified by the Government, so it is not registered with Kominfo. In essence, this kind of application is still valid but not as strong as if it has been registered with Kominfo and has been certified by the Government as a deed-making application. The legal consequences that can arise from this application are based on the validity and evidentiary power of the deed; namely, the evidentiary power of the authentic deed is feared to be reduced to an underhand deed. However, after the enactment of Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), which amends Article 5 paragraph (4), if there is no appearance from the parties, the notarial authentic Deed made electronically will function like an authentic deed.

**A notary does a deed electronically in its entirety with an Electronic Notary Application registered and recognized by the Government but with the use of an Electronic Signature that has not been recognized by the Government.**

For example, in the Netherlands, electronic deed-making has been implemented since January 1, 2024, through the electronic notarial regulation (reglement elektronische notariële) as stated in the Notary Act in the Netherlands (Wet op het notarisambt), using a special

application designed for this by the Royal Netherlands Notary Association or Koninklijke Notariële Beroepsorganisatie (KNB) (Notaris.nl, 2024a). Because this application is registered and recognized by the Government, even made directly by the Government in the Netherlands, the creation of electronic deeds can only be done through this application, so the authentication of electronic deeds is more guaranteed.

There are several requirements that must be fulfilled to do a deed electronically for the confronter (Notaris.nl, 2024b), including the following:

1. Devices with Internet Access

It requires a tablet or computer connected to the internet to conduct the online establishment process.

2. High-Reliability Electronic Identification

Having electronic identification means that it meets 'high' reliability standards in accordance with the Electronic Identity and Trust Services (eIDAS) Regulations.

3. Strongest Electronic Signature (QES)

Have a 'verified electronic signature' (QES) in accordance with eIDAS requirements.

4. Smartphone with ReadID App

Have a smartphone that has the ReadID application installed for identity verification purposes.

5. Valid Identification Document

Have a valid Dutch passport, Dutch identity card, or a valid passport from another EU member state.

The implementation of the use of digital Identity and electronic signing in Indonesia cannot be separated from the role of PSrE, which itself is divided into 2 (two) categories, namely Agency PSrE and Non-Agency PSrE. There is only 1 (one) PSrE Agency itself, namely the Electronic Certification Center of the National Cyber and Crypto Agency (BSSN). Meanwhile, there are around 9 (nine) registered Non-Agency PSrEs. The main features of PSrE are electronic signing (electronic signature or TTE) and electronic seal.

The use of digital signatures equipped with electronic certification by third parties is actually a form of data and electronic communications protection. Through the application of digital signature technology, electronic documents or information have met the principles of data security and authenticity (Confidentiality, Integrity, Availability, Authorization, Authenticity and Non-Repudiation) since the information is created, stored, processed, sent, and received electronically (Deshmukh & Pande, 2014).

With the certification of digital signatures, electronic documents that have been digitally signed have the equivalent of authentic evidence in transactions, so the parties cannot deny their existence. In other words, the authentication process is technically guaranteed, and the result automatically becomes valid and authentic evidence.

**Notaries make electronically as number 5, coupled with an electronic identification system and authentication system (eIDAS) that has a high Level of Quality Assurance, namely the use of**

### **Digital Identity by a Registered Electronic Certification Provider and recognized by the Government**

To increase the security of the deed-making application, there should be a benchmark that is intended to regulate it clearly so that it can be known things that must be fulfilled and complied with in the application of an application. However, there is no regulation in Indonesia that regulates electronic authentication standards that have a high-Quality Assurance Level. As a reference, in the Netherlands, one of the countries in the European Union, electronic authentication regulations, namely eIDAS, have been implemented (Roelofs et al., 2019).

In this case, eIDAS or electronic IDentification, authentication, and trust services are EU regulations with the stated aim of regulating and facilitating secure cross-border transactions by establishing a framework for electronic identity and authentication (Mocanu et al., 2019). European governments published Regulation 910/2014 on electronic identification and trust services (eIDAS) in 2014. The regulation aims to enable citizens across the European Union to digitally authenticate and communicate with services within member states by using the electronic Identity (eID) schemes of the respective member states. With eIDAS, the EU has established the necessary foundation and clear legal framework for individuals, businesses and government agencies to securely access services digitally and conduct transactions digitally in one 'touch'. Currently, in the Netherlands, "time" is the only high-assurance eIDAS tool available, complete with qualified electronic signatures. Similar tools available outside the Netherlands can also be used by EU citizens from other member states. A full list of suitable tools is available on the eID User Community website.

For electronic identification, a platform that can identify European electronic identities with a 'high' level of assurance is required, as previously mentioned in Article 8 letter c of the eIDAS Regulation. Electronic identification means issued in other EU Member States under the scheme of electronic identification means with a high level of assurance referred to in Article 8(2)(c) of the eIDAS Regulation and recognized for cross-border authentication purposes in accordance with Article 6(1) of the eIDAS Regulation.

Referring to Article 8, paragraph 2 point (c) of the eIDAS Regulation, it is stated that a high level of assurance is a means of electronic identification in the context of an electronic identification scheme, which provides a higher level of confidence in the Identity of a person claimed or asserted than a means of electronic identification with a substantial level of assurance. It is characterized by reference to technical specifications, standards and procedures associated with it, including technical controls aimed at preventing misuse or alteration of Identity.

### **CONCLUSION**

The amendment to Article 5 paragraph (4) of Law Number 1 Year 2024 concerning the Second Amendment to the ITE Law previously excluded notarial deeds made electronically as valid legal evidence, which provision has been amended by stating that the provisions of the

article no longer apply in the second amendment to the ITE Law. This indicates a 'loophole' for notarial deeds to be made electronically. There are several alternatives that can be used to implement the electronic deed without changing the provisions of the UUJN. In this case, if there is no appearance of the parties, the Deed functions like an authentic deed.

There are concerns that there will be legal consequences in the application of electronic deeds, such as the decline in the evidentiary power of authentic deeds into underhand deeds. To minimize this, an application for making electronic deeds that has been certified by the government and registered with Kominfo is needed. It must be equipped with an electronic signature that has also been certified by the government and registered with Kominfo as PSrE.

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