JURIDICAL REVIEW OF ELECTRONIC SIGNATURE IMPLEMENTATION OF DUTIES OF NOTARY OFFICES IN CONTRACTING IN AGREEMENTS IN THE COVID-19

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Abstrak
The rapid development of information technology has influenced the legal profession, one of which is the notary profession. The influence on the notary profession can be seen with the concept of cybernotary. In addition, in electronic transactions, personal data from users of electronic signatures is very susceptible to misuse, so it requires legal protection for subscribers. This study aims to determine the legal status of using electronic signatures in the implementation of the position of notary in electronic transactions and legal protection for notaries and signature users. Based on the research, this has resulted in a notary deed that is affixed with an electronic signature not having the power of proof like a contact but an underhand deed. Until this research was conducted, there were no laws and regulations that provided an opportunity for the use of electronic signatures in contacts. In practice, notaries in Indonesia until the time this research was conducted have not exercised their authority in electronic transactions due to the absence of laws and regulations that regulate this matter more clearly so that it can result in notaries having no legal basis.

Keywords:
Electronic Signature;
Notary;
Contract Making;
Covid-19

I. INTRODUCTION

It can be said that the very rapid development of information technology and electronics affects almost all fields, including law. The impact arising from the development and advancement of technology at this time, sometimes gives birth to new legal actions. On September 8, 1999, Indonesia passed a law on telecommunications, namely Law Number 36 of 1999 concerning Amendments to Law Number 3 of 1989 concerning Telecommunications. This law still lacks in regulating several transactions and electronic communications in Indonesia. In 2008,

The legal profession certainly cannot be separated from these developments, one of which is the notary profession. This can be seen with the emergence of the term cybernotary. According to Surya Jaya, cybernotary is the use or utilization of technology. Information such as computers, computer networks and or other electronic media such as teleconferencing or video conferences in carrying out the duties of a notary public.¹

Notaries are given authority by legislation as in Article 1 number 1 of Law Number 30 of 2014 concerning the Position of Notary Public, as amended by Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public (UUJN) determine Notary is a public official who is authorized to make authentic deeds and has other powers as referred to in this Law or based on other laws. Furthermore, Article 15 paragraph (1) UUJN stipulates: “Notaries are authorized to make authentic Deeds regarding all actions, agreements, and stipulations required by laws and regulations and / or those desired by those with an interest to be stated in an authentic Deed, guaranteeing the certainty of the date of making the Deed. , keep the Deed, give grosse, copies and excerpts of Deeds, all of which as long as the making of the Deed is not assigned or excluded to other officials or other persons stipulated by law. Notary is a public official who has the authority to make authentic deeds regarding all actions, agreements, and provisions required by laws and regulations and / or that those with an interest want to be stated in an authentic deed, while other officials are only an exception. ”

Based on Article 1 number 7 of Law Number 2 of 2014 concerning the Position of Notary Public, Notary Deed is an authentic deed made by or before a Notary according to the form and procedure stipulated in the Law. Thus, there are 2 (two) types / categories of notarial deeds, namely:

1. Deed made by a notary (deed of relaas or deed of officials) This deed is also called deed of minutes. Namely, a deed made by a notary contains an authentic description from the notary regarding an action taken or a situation that has been seen or witnessed by the notary in carrying out his / her position as a notary. For example, deed of minutes of meeting of the General Meeting of Shareholders of a limited liability company, deed of budgetary record, and others.
2. Deed made before a notary / party deed (deed partij) Namely a deed made before a notary containing a description of what was explained or told by the parties before the notary, for example a credit agreement, and so on.

Article 16 of the UUJN states that one of the notary’s obligations is to read the deed in front of an audience in the presence of at least 2 (two) witnesses, or 4 (four) special witnesses for making a will under hand and signed on the spot by the witnesses, witnesses, and Notary. Based on these provisions, the notary, the parties and the witnesses must be physically present. However, along with technological developments, in carrying out their positions not only do notaries have obligations and are authorized in conventional transactions, but also electronic transactions in accordance with the provisions of laws and regulations.

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2 Herlien Budiono, Basic Technique of Making Notary Deeds, Bandung: PT Citra Aditya Bakti, 2013. page 7
3 Elucidation of Article 15 paragraph (3) of Law No. 2 of 2014 concerning Amendments to Law No. 3 of 2004 concerning the Position of Notary Public
Article 15 paragraph (2) UUJN states some of the powers of a notary, namely:
1. Ratify the signature and determine the certainty of the date of the letter under the hand by registering in a special book;
2. Submitting letters under hand by registering in a special book;
3. Make a copy of the original letter under hand in the form of a copy containing the description as written in the letter concerned;
4. Conduct ratification of the compatibility of the photocopy with the original letter;
5. Provide legal counseling in connection with making deeds;
6. Making deeds related to land; or
7. Preparing the auction minutes deed;

Based on the explanation of Article 15 UUJN states the presence of the parties in an agreement or contact to be physically present. However, along with the development of technology that influences daily life, including in carrying out legal actions, one of which is conducting electronic transactions, notaries also get new authority. In the elucidation of Article 15 paragraph (3) UUJN, it is stated that notaries have other powers that are regulated in laws and regulations, one of which is the authority to certify transactions conducted electronically (cybernotary).

According to Article 1 number 5 of Law Number 19 of 2016 jo. Law No. 11 of 2008 concerning Electronic Information and Transactions, hereinafter referred to as ("ITE Law"), electronic signatures are electronic information that is embedded, has a direct relationship or is associated with other electronic information intended by the party concerned to indicate the subject and the identity of the legal subject. According to Bruce Schneier, a digital signature is a combination of a hash function and encryption using asymmetric cryptographic methods. Hash function is a mathematical function that converts a numeric input value into an input numeric value code.

Electronic signatures according to Article 54 of Government Regulation Number 82 of 2012 concerning Electronic System and Transaction Operators (PP PSTE) include:
1. Certified electronic signatures must meet the requirements, namely being made using the services of an electronic certification provider (PSE); and proven by an electronic certificate.
2. Electronic signature is not certified, made without using PSE services.

There are several very important issues, namely the function of electronic signatures as a means of verification for identification integrity, which involves the validity of the identity of the sender, which is confirmed through digital signatures and message integrity, namely the validity of the message sent whether it really comes from the sender and whether the message is actually

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received by the sender, the recipient. To answer this issue, Article 11 of the ITE Law has determined that electronic signatures have legal force and legal consequences as long as they fulfill the provisions of this law, namely:

a. The electronic signature creation data relates only to the signer;
b. The electronic signature creation data during the electronic signing process is only in the power of the signatory;
c. Any changes to the electronic signature that occur after the time of signing can be known;
d. Any changes to electronic information related to the electronic signature after the signing time can be known;
e. There are certain methods used to identify who the signatories are;
f. There are certain ways to show that the signer has given consent to the related electronic information.

However, since the outbreak in a number of countries, the word Corona or commonly known as Covid 19 has often been heard in the ears of the public. The spread of Corona Virus Disease 2019 (COVID19) with the number of cases and/or the number of deaths has increased and has spread across regions and across countries and has an impact on political, economic, social, cultural, defense and security aspects, as well as public welfare and so far Covid 19 is still has become a topic of conversation in a number of countries because of the increasing number of cases until the World Health Organization (WHO) has determined that the virus has become a pandemic.

Including in Indonesia, it is increasingly worrying about the increasing spread of Corona Virus or Covid 19. As a result of this, many people have started to seek protection in order to prevent transmission of Covid 19. With the existence of Covid-19, the government has imposed several regulations, namely:

1. Social Distancing
2. Guidelines for Large-Scale Social Restrictions
3. Appeal to Stay at Home

Many fields of work in the world have been affected by the Corona Virus (Covid-19) pandemic due to the need to maintain physical distance to prevent the spread of the virus. Everything that can be done remotely by going online at home, leaving only jobs that really can't be done from home, that still have to work outside.

All work, including the implementation of the position of Notary in the current Covid19 pandemic conditions, occupational health and safety is one of the important factors that can affect personnel in the service, whether as a result of the new normal or the workplace health and safety system.

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employee productivity. The risk of contracting the Covid-19 outbreak from clients could occur because the Covid 19 protocol is not working well. This of course can have an impact on employee productivity levels. For this reason, notaries must carry out safety with preparations using health protocols as appealed by the central, provincial and local governments. That way, the Notary will prepare steps or document requirements for business completeness, this is intended in the process of concluding agreements, transactions and for paying tax contributions to the parties, considering that many government offices are still on holiday.

One of the problems that could potentially lead to punishment for the Notary is a deed made with the parties not facing each other. According to Article 52 of the Criminal Code, penalties are regulated if the notary is proven guilty, namely: "When an official, because of committing a criminal act violates a special obligation of his position, or when committing a criminal act uses the power, opportunity or means given to him because of his position, the penalty can be added by one third ".

The rapid development of technology and information causes personal data and privacy data of electronic signature users to be vulnerable to abuse, one of which is for cybercrime such as voice phishing. Phishing (Deception) is a criminal act of fraud by using personal data and privacy data of a person. Therefore, notaries and signatories in applying electronic signatures also have the right to be protected. Signatories have the right to privacy and identity protection. This protection is mandatory for PSE.

Not only protection for consumers, in carrying out their position in electronic transactions, notaries also need legal protection in the form of laws, regulations, government regulations, ministerial regulations, and other legal products so that the notary has a legal basis for his legal actions related to his authority as an official, general.

Based on the description above, this research is important for the following reasons:
1. Electronic signatures can create legal loopholes in the exercise of a notary's authority if there are no further provisions of the law.
2. Notaries cannot be involved in electronic transactions even though they are needed due to the absence of laws and regulations that further regulate and make the notary vulnerable to criminal prosecution.
3. With the rapid development of technology, the use of personal data must increasingly be protected because personal data is vulnerable to misuse, for example being used for voice phishing or other cybercrime crimes.

This study aims to determine the legal status of the use of electronic signatures in the implementation of the position of notary in electronic transactions and legal protection for notaries and signature users.

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II. RESEARCH METHODS

The nature of this research is qualitative research. The research approach method used is this study using an empirical juridical approach and also research normative law research. The data sources in this study can be described as follows:

a. Primary data, namely data obtained from the results of field research by conducting interviews with several Notary officials in Langsa City, including:
   1) Notary Rikha Anggraini Dewi SHM Kn., which is located at Jl. A. Yani No 177 Langsa City.
   2) Notary Public Nyak Raja, SHM Kn., Which is located at Jl. A. Yani No. 20 Langsa City
   3) Notary Riza Octariana, SH, whose address is Jl. A. Yani No 140C Langsa City.

b. Secondary data, namely data sourced from legal materials consisting of:
   1) Primary legal materials, in the form of: the 1945 Constitution, basic regulations, such as the Civil Code, Law No. 2 of 2014 concerning the Position of Notary Public, Law No. 11 of 2008 concerning ITE and other laws and regulations related to the problem.
   2) Secondary legal materials, which provide an explanation of primary legal materials, such as draft laws, research results, scientific works, books and so on.
   3) Tertiary legal materials, namely legal materials that provide guidance and explanation for primary and secondary legal materials, such as dictionaries, encyclopedias, and so on.

The method of data collection in this study was carried out in 2 (two) ways, namely library research (library research) and field research (field research). To further develop the research data, qualitative data analysis was carried out.

III. RESEARCH AND DISCUSSION RESULTS

3.1. Application of Electronic Signatures

In the process of signing the signature electronically, with the help of software, the sender will create a message digest of the original message using the fonction de hachage (hash in English). Message digest from the original message functions like a fingerprint, so that the slightest change to the message digest will be recognized by both the creator and the recipient of the message. An electronic signature can also be called a message digest, which is encrypted by a private key.

Then the original message and electronic signature are sent simultaneously to the desired destination. With the public key that is notified in advance by the sender to the recipient of the message, the message recipient can decrypt the electronic signature, call it A1, then the recipient will make a message digest on the original message received, call it A2. The final step is to compare A1 and A2. If both have the same fingerprint, then it can be ascertained that the message is genuine and has never been altered.8

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Article 11 paragraph (1) points (a) and (b) of the ITE Law determines that the identification of an electronic signature is correct or authentic, that is, if:
1. The signature creation data is related to the Signer only;
2. The data for making electronic signatures during the signing process are only in the power of the signing;
3. Any changes to the electronic signature that occur after the time of signing can be known;
4. Any changes to Electronic Information related to the electronic signature after the signing time can be known;
5. There are certain methods used to identify who the signatories are;
6. There are certain ways to show that the Signer has given consent to the related electronic information.

The provisions of this article are the minimum requirements that must be met in order for an electronic signature to use the presumption de fiabilite principle, which provides the same legal force and legal consequences as the manuscript signature. The process of identifying the electronic signature of an electronic deed requires assistance from an electronic certificate issued by a third party, namely PSE.

The application of electronic signatures is not done remotely, as one might imagine. The application of electronic signature includes documents to be signed via electronic media, by applying all conditions of the traditional notarization process including the requirement to appear before a notary public.9

3.2. Application of Electronic Signatures to the Authenticity of Notary Contracts

In the Law on Notary Position Number 2 of 2014 concerning Amendment to Law Number 30 of 2004, there is Article 15 regarding the authority of a notary in paragraph (1) which reads: "Notaries are authorized to make authentic deeds regarding all required deeds, agreements and stipulations. by statutory regulations and / or those interested in being stated in the authentic deed, guaranteeing the certainty of the date of making the deed, keeping the deed, providing grosse, copies and excerpts of the deed, all of which as long as the making of the deeds is not assigned or excluded to the official other or other people stipulated in the law."

Based on the article above, it can be seen that the application of electronic signatures cannot be applied in contacts. This is because the certainty of the date is guaranteed by PSE. However, this does not rule out the possibility that new regulations or reforms will appear in UUJN along with the times. Edmon Makarim, Dean of the Faculty of Law, University of Indonesia and also Lecturer of

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Telematics Law, Faculty of Law, University of Indonesia, said there is no prohibition against making electronic copies, but there will be potential problems due to reading and time stamping. So that parties who transact with notaries need to agree on the time to be used in electronic transactions.\textsuperscript{10}

The application of an electronic signature is closely related to the strength of an authentic deed. One of the requirements for an authentic deed according to Article 1868 of the Civil Code is that it must be made in the presence of an official who shows that the deed was made at someone's request. In other words, the deed must be signed in front of the official.

The same is also regulated in Article 16 paragraph (1) letter m which states that the notary is obliged to read the deed in front of the audience in the presence of at least two witnesses and signed at the same time by the audience, witnesses and notaries and in the explanation of the article as well. It is stated that the notary must be physically present and sign the deed before the audience and witnesses.

In addition, Article 16 letter c of the amendment to UUJN requires tappers to attach letters and documents as well as fingerprints on the Minuta Deed. Thus, the authenticity of making electronic deeds using electronic signatures can be doubted because there is no fingerprint of the intended person.\textsuperscript{11}

However, in Article 15 paragraph (3) it is stated that in addition to the authorities as referred to in paragraph (1) and (2), the Notary Public has other powers that are regulated in statutory regulations. Other powers are described in the elucidation of Article 15 paragraph (3), namely the authority to certify transactions carried out electronically (cybernotary), make waqf pledge deeds, and aircraft mortgages.

In accordance with the explanation of Article 15 paragraph (3), notaries can make deeds using cyber notary. However, Article 16 paragraph (1) letter m of the UUJN states that a notary must be present to read and sign the deed, besides that the deed is also doubtful whether it meets the definition of the authenticity of the deed according to Article 1868 of the Civil Code which states that an authentic deed is a deed which states that authentic deeds are deeds made in the form prescribed by law, drawn up by and/or in front of public officials who are in power for the place where the deed is made.\textsuperscript{12}

This has resulted in a conflict of norms between Article 15 paragraph (3) and Article 16 paragraph (1) letter m UUJN. In addition, the electronic transaction certification mentioned in the elucidation of Article 15 paragraph (3) is also not explained, causing the transaction to be considered a notary deed and clearly contradicting Article 16 paragraph (1) letter m of the UUJN.

\textsuperscript{10}RAEmma Nurita. CYBER NOTARY: Early Understanding of the Concept of Thought. Bandung: Refika Aditama. 2012. p. 8


Cyber notary has the main obligation to carry out certification and authentication in electronic transaction traffic. Certification in this case means that the notary has the authority to act as a certification authority so that the notary can issue a digital certificate to the parties and the authentication function is related to legal aspects that must be fulfilled in the implementation of electronic transactions.\textsuperscript{13}

This means that there is a need for a renewal of the UUJN, especially those related to the deeds making process in a broad sense and the making of deeds in cyber notary in particular. The description of the meaning of electronic certification must also be explained whether it is the same as making an electronic deed or whether it is different. This is necessary so that in carrying out their duties, notaries can keep up with the times without violating applicable laws.

3.3. Notary Protection in the Application of Electronic Signatures

In electronic transactions, notaries have an important role according to UUJN, namely in the explanation of Article 15 paragraph (3) which states that notaries have other powers stipulated in laws and regulations, including the authority to certify electronic transactions (cyber notary), make endowments pledge deeds and aircraft mortgages.

However, because the provisions governing this authority are not clear, if the notary exercises this authority, he is vulnerable to criminal prosecution and civil suit. Things that can lead to criminal charges are:

1. The date in the deed does not match the attendance of the parties
2. The parties were absent but written to be present
3. The parties did not put a signature but it was written or signed
4. The actual deed was not read out, but it is stated that it was read
5. The objects in the deed are not in accordance with the facts / different which are explained by the parties
6. The notary interferes with the terms of the agreement
7. In the deed it is stated that the parties have paid in full what was agreed upon even though in fact it has not been paid in full or there has not even been any real payment.
8. Inclusion of a reading of the deed that must be done by the notary himself, but in fact it is not
9. Inclusion recognizes the person facing them when in fact they do not know them
10. Identity data of one of the parties in the deed is deemed untrue
11. There are 2 deeds that are circulating the same but the contents are different
12. The tappers use someone else's identity

\textsuperscript{13}Agung Fajar Matra. Application of Cyber Notary in Indonesia in terms of Law No. 30 of 2004 concerning Notary Position. Depok. 2012. p. 58
13. There is a denial of the validity of the signatures of the parties who signed the deed on the minuta deed
14. There is a denial of the validity of the signature on the document attached to the minuta deed
15. There are heirs of the deed maker, or the recipient of the rights of the deed maker or parties with an interest in the deed stating that on the deed creation date, the deed maker has passed away
16. There is a false statement included in the minuta deed
17. Documents that are attached or attached to the minuta deed are fake
18. There are fake documents that are attached or attached to the minuta deed
19. There is a reduction or addition of numbers, words or sentences in the minuta deed which is detrimental to other parties
20. There are allegations that the notary has postponed the date of the deed which is detrimental to other parties

Protection for notaries during transactions, which consists of 6 (six) parts namely:

1. The authenticity of the massage data in the contract and digital signature;

   He acknowledged that data messages, digital signatures and PSE in electronic transactions are legally valid transactions that have evidentiary power that can be used in litigation and non-litigation dispute resolution, as regulated in the UNCITRAL Model Law. In these circumstances, the notary who certifies electronic transactions does not face legal constraints, can provide safety and security in transactions.

   The problem of authenticity of data messages is a very vital problem in electronic transactions because data massage is the main basis for the creation of deeds, both in relation to the terms and conditions of the contract or with the substance of the agreement itself.

   The first problem is very closely related to the legality, security and confidentiality of documents. The solution to this problem is the emergence of several tools capable of authenticating data messages, namely cryptography and electronic signatures.

   The criteria fulfilling the principle of recognition of electronic signatures are the same as conventional signatures, if "advanced" and based on "certificate of quality: made by" secure signature equipment. " In this context, "advanced" means that the electronic signature must be "specifically linked to the signer", "be able to identify the signer", "be made by means of which the
A “qualified certificate” is an electronic document that identifies the PSE and the member country in which it was established, the date the certificate is valid, and the limits on the scope of the certificate. Electronic Certification Provider (PSE) is an entity or individual that carries out verification to determine the truth of the facts contained in a certificate before issuing the certificate.

The authenticity of data messages in digital deeds and signatures is very decisive in electronic transactions, therefore a way is needed that can guarantee the authenticity of data messages and digital signatures. Cryptography allows the creation of a trusted computer system.

2. Validity (validity) of digital deeds and signatures;

The problem that arises in this case is whether the data message which is not originally written on paper, but is in the form of an abstract data record with an electronic signature, can be accepted by law as something legal. According to Article 11 paragraph (1) of the ITE Law, electronic information and documents including electronic signatures have the same position as conventional signatures which have legal power and consequences.

3. Confidentiality data massage;

Confidentiality refers to the confidentiality of data or information as well as protection of such data and information from unauthorized and authorized access so as to provide safety and security for consumers. This confidentiality issue is an important issue for notaries because notaries are public officials who are obliged to maintain the confidentiality of deeds.

The solution to this problem is the provision of technology and systems that do not provide opportunities for unauthorized parties to read and open the data message. Another solution is to legalize legal products that regulate the protection of the notary profession in electronic transactions along with the authority of notaries clearly in electronic transactions.

4. Security (security) in transactions;

Kalakota and Whinston state that the study of security issues in electronic transactions can be divided into two, namely: First, there is client-salver security that uses various authorization methods to ensure that only valid users and programs have access to information sources. controls must be properly set-up to allow authenticated users to have access to this data. The control mechanisms in question include password protection, smart cards, biometrics, and firewalls;
Second, is data and transaction security that ensures privacy and confidentiality in data messages and information packages. Therefore, cryptographic methods are used.

According to Kalakota and Whinston, client-server security is the biggest headaches system faced by administrators and users. There are three causes of problems in this security model, namely:

   a. Physical security holes what happens when someone gets unauthorized physical access to a computer;
   b. Software security holes that occur when personal programs or software turn out to be consistent usage holes that occur when a system administrator makes a combination of software and hardware that makes the system vulnerable to fraud

5. Availability (availability);

   Availability is the existence of information created and transmitted electronically which must be available whenever needed. This is closely related to the PSE security system and the robustness of the system which can protect and prevent errors or bottlenecks on the network, whether technical, network or professional errors.

   This is closely related to the trust and goodwill of users, that's why this problem is a personal problem. However, it becomes a substantial problem because it is very closely related to the problem of making electronic certificates that have an electronic signature. Availability will determine the reliability and user confidence in PSE in conducting electronic transactions.

   In the application of electronic signatures, the role of the notary has not been clearly regulated regarding legal rules / procedures, rights and obligations of notaries in electronic transactions and legal protection for notaries. However, the notary has the authority to issue electronic certificates together with PSE to become a trusted third party, but in practice this has not been found because there are no clear rules for the Notary. However, the provisions of Article 6 of the ITE Law stipulate that: "In the event that there are provisions other than those stipulated in Article 5 paragraph (4) which require that the information be written or original, electronic informatics and / or electronic documents are considered valid as long as the information contained therein can be. accessed, displayed,

   From these provisions, it can be seen that there is a chance that an authentic deed can be made electronically, namely by involving a Notary who helps the position of PSE. However, to achieve this, it is necessary to renew regulations or regulations governing the position of a Notary, especially so

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20 Ibid
that in the future electronic signatures can be used in deeds and electronic deeds can be perfect evidence.21

IV. CONCLUSION

Electronic contract making has not obtained a strong legal basis, so it does not guarantee legal certainty. Legal certainty can be achieved, if there are no conflicting provisions between one law and another. Opportunity for a notary to make deeds electronically in UUPT No. 40 of 2007, cannot be implemented because there is no synchronization (contradicting) with UUJN and UU ITE. Article 16 paragraph (1) letter m UUJN obliges a notary to read the deed in front of the audience in the presence of at least 2 (two) witnesses. Whereas in Article 5 paragraph (4) of the ITE Law which provides limitations by excluding notary deeds, it is not included in the category of electronic information / documents.

The legal substance in making notary contacts electronically has not been fully accommodated in the UUJN with the obligation to read the contract in front of an audience in the presence of witnesses and failure to fulfill this condition will result in legal sanctions for the notary. The ITE Law, which is the legal basis for notaries, also does not provide an opportunity for making electronic contacts by providing restrictions on notary deeds that are not included in electronic documents / information, so that they cannot be used as valid evidence under the ITE Law. So that the opportunities for making electronic contacts that are open in the making of the GMS through electronic media as stipulated in the Company Law cannot be implemented yet, because the legal substance that regulates the authority of a notary in making electronic contacts is accommodated and there is still synchronization with other laws. Thus, here the law has not achieved its essential purpose, which is to provide legal benefits to the community and to guarantee legal certainty for legal events that develop in society.

The incompatibility between UUJN and the ITE Law, and the ITE Law with the UUPT regarding the authority of notaries makes electronic deeds clearly a separate obstacle for notaries. The current legal substance has not been able to facilitate the various interests of the community. Because the substance of the law has not accommodated the interests of the community, the existing legal regulations are not able to adapt to new things that are happening in society, resulting in no guarantee of legal certainty. The substance of the law is not yet futuristic, because the regulation of the notary's authority cannot anticipate events that may arise in the future, namely the demands of the public so that notaries are able to make contacts electronically. The legal structure that was built has not been able to encourage the implementation of electronic services by notaries properly and optimally. In addition, the legal culture of the community tends to be more confident in using conventional

facilities than with technology. In addition, notaries are also not fully ready to provide services electronically, due to their mastery of Information and Technology (IT) which is still low.

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