



Electronic Signing of Authentic Deeds: A Legal Analysis of Validity, Legal Certainty, and Evidentiary Weight

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Abstract

The development of information technology has encouraged the digitalization of notarial services through the concept of cyber notary, including the use of electronic documents and electronic signatures in the execution of authentic deeds. Although electronic documents and electronic signatures have received legal recognition, their application to authentic deeds continues to raise issues concerning validity, legal certainty, and evidentiary strength. This study aims to analyze the validity of electronically signed authentic deeds, the legal certainty of their application, and their evidentiary strength within the Indonesian legal system. This study employs a normative juridical method using a statutory approach, conceptual approach, and case approach. Legal materials were analyzed using qualitative-prescriptive analysis through a literature study of relevant legislation, court decisions, and legal literature. The results show that the validity of an electronic signature does not automatically establish a document as an authentic deed, as its authenticity remains dependent on the authority of the notary and the fulfillment of the formal and substantive requirements for the execution of an authentic deed. The implementation of cyber notary also continues to face challenges concerning the harmonization of notarial law and electronic transaction regulations, particularly regarding the presence of the parties, reading of the deed, signing procedures, and evidentiary strength. Therefore, a comprehensive legal framework integrating the validity of electronic signatures, legal certainty, and evidentiary strength is required to ensure that the digitalization of notarial services continues to provide legal certainty and protection for the parties.

1. Introduction

Advances in information and communication technology have driven significant transformations in the conduct of various legal activities. Digitization is no longer limited to administrative tasks but has expanded to include the creation, signing,

storage, and use of documents with legal consequences.¹ These changes have created a need for a legal system capable of providing recognition, protection, and certainty for documents and transactions conducted via electronic media.² In the context of civil law relationships, these technological developments pose a particular challenge to the existence of authentic documents, which have traditionally been identified with physical form, conventional signatures, and the presence of the parties before a public official.³

The digitization of legal services is fundamentally aimed at improving the efficiency, effectiveness, accessibility, and quality of services provided to the public.⁴ In notarial practice, this development has given rise to the concept of the “cyber notary,” which refers to the use of information technology in the exercise of notarial authority and the provision of notarial services. This concept has become increasingly relevant as the public’s need for legal services that can be delivered quickly and efficiently continues to grow.⁵ Research by Baiti and Badriyah indicates that the concept of the “cyber notary” can serve as an alternative for technology-based notarial work and transactions, particularly since Article 15(3) of the Notary Office Act provides notaries with the authority to perform certain duties related to information technology and the electronic certification of transactions.⁶

As developments have progressed, the need for electronic notarial services has increasingly highlighted legal issues that have not yet been fully resolved. Sugiarti found that the implementation of the “cyber notary” concept in Indonesia still faces limitations because there are no further regulations that provide comprehensive legal certainty. This lack of clarity has implications for the scope of a notary’s authority and the legal status of notarial documents produced through electronic systems.⁷ In line with this, Amalia also pointed out inconsistencies between the Notary Office Act, the Electronic Information and Transactions Act, and other regulations related to the authority to create electronic deeds. Nevertheless, the development of *cyber notary services* still holds

¹ Mahfuzatun Ni’mah Sona, “The Implementation of *Cyber Notary* in Indonesia and the Legal Status of Notarial Deeds Based on *Cyber Notary*,” *Officium Notarium*, Vol. 2, No. 3 (2023), pp. 497–505, <https://doi.org/10.20885/JON.vol2.iss3.art12>.

² Kus Rizkianto, Kanti Rahayu, and Mukhidin, “Cyber Notary: Legal Certainty in the Storage of Notarial Documents,” *Diktum: Journal of Legal Science*, Vol. 10, No. 2 (2022), pp. 164–176, <https://doi.org/10.24905/diktum.v10i2.105>.

³ Dwi F. Chastra, “Legal Certainty of the *Cyber Notary* in the Rules for the Preparation of Authentic Deeds by Notaries Based on the Notary Office Act,” *Indonesian Notary*, Vol. 3, No. 2 (2021).

⁴ I. N. Baiti and S. M. Badriyah, “The Urgency and Implementation of the *Cyber Notary* Concept During the COVID-19 Pandemic,” *Notarius*, Vol. 16, No. 1 (2023), pp. 540–554, <https://doi.org/10.14710/nts.v16i1.40910>.

⁵ I. N. Baiti and S. M. Badriyah, “The Urgency and Implementation of the *Cyber Notary* Concept During the COVID-19 Pandemic,” *Notarius*, Vol. 16, No. 1 (2023), pp. 540–554, <https://doi.org/10.14710/nts.v16i1.40910>.

⁶ I. N. Baiti and S. M. Badriyah, “The Urgency and Implementation of the *Cyber Notary* Concept During the COVID-19 Pandemic,” *Notarius*, Vol. 16, No. 1 (2023), pp. 540–554, <https://doi.org/10.14710/nts.v16i1.40910>; Republic of Indonesia, Law No. 2 of 2014 Amending Law No. 30 of 2004 on the Office of the Notary, Article 15(3).

⁷ I. Sugiarti, “Legal Certainty Regarding the Implementation and Utilization of the *Cyber Notary* Concept in Indonesia,” *Officium Notarium*, Vol. 2, No. 1 (2022), pp. 13–20, <https://doi.org/10.20885/JON.vol2.iss1.art2>.

potential for growth, particularly in the digitization of archiving and the management of notarial protocols.⁸

Normatively, the use of electronic documents in the Indonesian legal system has been provided a legal basis through Law No. 11 of 2008 on Electronic Information and Transactions, as amended several times, most recently by Law No. 1 of 2024. This latest amendment explicitly reflects the need for legal updates to respond to technological developments while enhancing legal certainty in the digital space. Law No. 1 of 2024, has been in effect since January 2, 2024, and constitutes the second amendment to Law No. 11 of 2008.⁹

In addition, the operation of electronic systems and transactions has been established through Government Regulation No. 71 of 2019 on the Operation of Electronic Systems and Transactions.¹⁰ This regulation provides a legal framework for the operation of electronic systems as well as the technical and security aspects of electronic transactions. In the context of electronic signatures, these regulations pertain, among other things, to the identification of the signatory, control over the data used to create the electronic signature, and the system's ability to detect alterations to signed documents.

Legal recognition of such electronic documents and signatures, in principle, establishes the basis for the use of electronic technology as an instrument in legal relationships. However, such recognition does not automatically mean that every electronic document can be classified as an authentic instrument. This issue arises because authentic instruments possess specific characteristics within the civil law system. Authentic instruments are evaluated not only based on the existence of the document and signature, but also based on the authorized official, the drafting procedure, the form of the instrument, the presence of the parties, the reading of the instrument, and other formal requirements stipulated by law.

Law No. 2 of 2014 Amending Law No. 30 of 2004 on the Office of the Notary designates notaries as public officials authorized to draw up authentic deeds and to provide legal certainty, order, and protection for the public. Thus, deeds drawn up by or in the presence of a notary cannot simply be equated with ordinary electronic documents, as the authenticity of a deed is a consequence of the fulfillment of certain legal requirements.

This issue becomes even more complex when electronic signatures are used in notarial deeds. Technically, electronic signatures can provide a mechanism for authenticating identity and document integrity. However, from a notarial law perspective, the question that must be answered is not merely whether an electronic signature is valid as a signature, but whether its use has met all the requirements for the creation of an authentic deed. In other words, there is a distinction between the validity of an electronic signature as an authentication tool and the authenticity of a deed that uses an electronic signature.

⁸ Aisyah Amalia and Widhi Handoko, "Opportunities for the Implementation of the *Cyber Notary* in Indonesia," *Notarius*, Vol. 15, No. 2 (2022), pp. 616-625, <https://doi.org/10.14710/nts.v15i2.36030>.

⁹ Republic of Indonesia, Law No. 1 of 2024 on the Second Amendment to Law No. 11 of 2008 on Electronic Information and Transactions, Official Gazette of the Republic of Indonesia Year 2024 No. 1, Supplement to the Official Gazette of the Republic of Indonesia No. 6905.

¹⁰ Republic of Indonesia, Government Regulation No. 71 of 2019 on the Implementation of Electronic Systems and Transactions, Official Gazette of the Republic of Indonesia, 2019, No. 185, Supplement to the Official Gazette of the Republic of Indonesia, No. 6400.

The issue of these differences has been the focus of previous research. Putri and Ratna found that the practice of using electronic signatures on notarial deeds has grown, but their legality and legal validity still face challenges because the provisions of notarial law have not yet fully provided a clear basis for their application to authentic deeds.¹¹ Meanwhile, research on the digitization of signatures through notarial deeds also indicates that the implementation of electronic signatures still faces obstacles related to the obligations and procedures stipulated in the Notary Public Act.¹²

The same issue is evident in the study by Moneterly and Santoso, which specifically examines the validity and evidentiary weight of notarial deeds from the perspective of *cyber notary*. The study shows that the implementation of *cyber notary* still faces challenges in maintaining the characteristics of authentic deeds due to inconsistencies between electronic mechanisms and the formal requirements stipulated by notarial law.¹³ Other research on the use of *cyber notaries* in authentic deeds also indicates that evidentiary weight is one of the main issues in the application of electronic technology to notarial deeds.¹⁴

Research developments in 2024 increasingly indicate that this issue has not yet been resolved in a uniform manner. Fatiha and Wagian found that the concept of a "*cyber notary*" has indeed been recognized under Article 15(3) of the Notary Public Act, but there is still no adequate clarification regarding the authority to certify notarial deeds created through the "*cyber notary*" concept. The study also distinguishes between the status of "*partij*" deeds and "*relaas*" deeds in the context of the *cyber notary*, indicating that the nature of the deed type can influence the legal consequences of applying electronic technology.¹⁵

A 2024 study by Rizqiya and Mahfud also shows that the development of *cyber notary services* in Indonesia continues to face issues of regulatory ambiguity and legal uncertainty. The study emphasizes that the evidentiary weight of deeds produced through *cyber notary* methods remains a subject of debate, making it necessary to strengthen or adapt the legal framework to support the use of electronic signatures and online meetings.¹⁶

Research on *cyber notaries* for the 2021–2026 period has examined opportunities for applying technology in notarial services, the legal status of electronic deeds, the legality of electronic signatures, and the evidentiary weight of notarial deeds. Musdamayanti and Lestari examined the evidentiary weight of electronic signatures; Sugiarti discussed

¹¹ Reski Haristya Putri and Edith Ratna M.S., "The Legality of Electronic Signatures on Notarial Deeds," *Notarius*, Vol. 17, No. 1 (2024), pp. 547–564, <https://doi.org/10.14710/nts.v17i1.44078>.

¹² Selva Omiyani, Suprpto, and Saprudin, "Digitization of Electronic Signatures Using Notarial Deeds," *Notary Law Journal*, Vol. 3, No. 1 (2024), <https://doi.org/10.32801/nolaj.v3i1.55>.

¹³ Fabela Rahma Moneterly and Budi Santoso, "The Validity and Evidentiary Weight of Notarial Deeds: A *Cyber Notary* Perspective in Indonesia," *Notarius*, Vol. 16, No. 2 (2023), pp. 666–685, <https://doi.org/10.14710/nts.v16i2.41120>.

¹⁴ Friko Rumadanu, Esther Masri, and Oti Handayani, "The Use of *Cyber Notaries* in Authentic Deeds and Their Evidentiary Value from the Perspective of the Notary Public Act," *KRTHA BHAYANGKARA*, Vol. 16, No. 1 (2022), pp. 89–100, <https://doi.org/10.31599/krtha.v16i1.1032>.

¹⁵ Sulam Suci Fatiha and Diangsa Wagian, "Legal Framework for *Cyber Notaries* in Indonesian Notarial Law," *Private Law*, Vol. 4, No. 1 (2024), pp. 63–72, <https://doi.org/10.29303/prlw.v4i1.3917>.

¹⁶ Anis Rizqiya and Muh. Afif Mahfud, "The Development of *Cyber Notaries* in Indonesia and the Evidentiary Value of Notarial Deeds in the Digital Age," *Notarius*, Vol. 17, No. 3 (2024), pp. 2430–2448, <https://doi.org/10.14710/nts.v17i3.65792>.

the legal certainty of *cyber notaries*;¹⁷ Moneterly and Santoso examined the validity and evidentiary weight of notarial deeds;¹⁸ while Putri and Ratna highlighted the legality of electronic signatures on notarial deeds.¹⁹ Rizqiya and Mahfud also point out that the implementation of *cyber notary services* still faces issues of regulatory ambiguity and legal certainty.²⁰ Nevertheless, previous studies have tended to address these aspects separately, leaving a research gap in comprehensively integrating the validity of electronic signatures, legal certainty, and the evidentiary weight of authentic deeds.

This study offers a novel approach through an integrated analysis of the relationship between the validity of electronic signatures, legal certainty, and the probative value of authentic deeds, while taking into account the harmonization of notarial law, civil law, evidence law, and electronic transaction law. This approach is particularly important following the enactment of Law No. 1 of 2024, as developments in electronic transaction regulations need to be aligned with notarial law provisions that still refer to Law No. 2 of 2014. Thus, this study not only examines the validity of electronic signatures but also their legal consequences regarding the status and evidentiary weight of authentic deeds.

Based on these issues, this study aims to analyze the validity of electronically signing authentic deeds under Indonesian positive law, the legal certainty regarding the use of electronic documents and signatures, and their evidentiary weight within the Indonesian legal system. This study also seeks to formulate a legal framework that can harmonize advancements in electronic technology with the principles of notarial law, ensuring that the use of technology in the signing of authentic deeds continues to provide legal certainty and protection for the parties involved.

2. Research Methods

This study employs a normative legal methodology using the statutory approach, the conceptual approach, and the case approach.²¹ The statutory approach is used to analyze legal provisions concerning authentic deeds, the authority of notaries, electronic documents, and electronic signatures, particularly Law No. 2 of 2014 on the Office of the Notary, Law No. 1 of 2024 on Electronic Information and Transactions, and Government Regulation No. 71 of 2019 on the Implementation of Electronic Systems and Transactions. The conceptual approach is employed to examine the concepts of authenticity of deeds, the validity of electronic signatures, legal certainty, and evidentiary weight. Meanwhile, the case approach is used to examine relevant court

¹⁷ Musdamayanti and Lestari, "[article title]," [journal name], [volume], [issue], [year]; I. Sugiarti, "Legal Certainty Regarding the Implementation and Utilization of the *Cyber Notary* Concept in Indonesia," *Officium Notarium*, Vol. 2, No. 1 (2022), pp. 13–20, <https://doi.org/10.20885/JON.vol2.iss1.art2>.

¹⁸ Fabela Rahma Moneterly and Budi Santoso, "The Validity and Evidentiary Weight of Notarial Deeds: A *Cyber Notary* Perspective in Indonesia," *Notarius*, Vol. 16, No. 2 (2023), pp. 666–685, <https://doi.org/10.14710/nts.v16i2.41120>.

¹⁹ Reski Haristya Putri and Edith Ratna M.S., "The Legality of Electronic Signatures on Notarial Deeds," *Notarius*, Vol. 17, No. 1 (2024), pp. 547–564, <https://doi.org/10.14710/nts.v17i1.44078>.

²⁰ Anis Rizqiya and Muh. Afif Mahfud, "The Development of *Cyber Notaries* in Indonesia and the Evidentiary Value of Notarial Deeds in the Digital Age," *Notarius*, Vol. 17, No. 3 (2024), pp. 2430–2448, <https://doi.org/10.14710/nts.v17i3.65792>.

²¹ Peter Mahmud Marzuki, *Legal Research*, Jakarta: Kencana, 2021, pp. 133–135; Mukti Fajar ND and Yulianto Achmad, *The Dualism of Normative and Empirical Legal Research*, Yogyakarta: Pustaka Pelajar, 2010, pp. 185–192.

decisions concerning electronic documents, electronic signatures, notarial deeds, and *cyber notaries*, particularly the Serang District Court Decision, in order to assess how the relevant legal norms have been interpreted and applied in a specific judicial context.

The use of the case approach in this study is limited to examining the legal reasoning, interpretation, and considerations of the court in the particular case under review. Accordingly, the Serang District Court Decision is not treated as a general legal basis establishing that the use of *video calls*, electronic signatures, or other forms of electronic interaction is automatically legally valid for the execution of all types of notarial deeds. The legal implications of the decision are therefore understood within the factual and legal circumstances of the specific case, while its relevance to the broader issue of electronic execution of authentic deeds is analyzed in conjunction with the applicable statutory provisions and legal concepts. This limitation is necessary to distinguish between the judicial application of legal norms in an individual case and the general legal requirements governing the validity and formal requirements of notarial deeds.

The legal research materials consist of primary, secondary, and tertiary legal sources. Primary legal sources include laws and regulations as well as court decisions relevant to the research subject. Secondary legal sources consist of legal textbooks, scholarly journal articles, research findings, and expert opinions concerning notarial law, authentic deeds, electronic documents, electronic signatures, and *cyber notaries*. Tertiary legal materials consist of legal dictionaries and other reference sources used to clarify the legal terms and concepts employed in the research.

The collection of legal materials was conducted through a literature review by identifying, cataloging, and examining relevant legal materials. The collected materials were subsequently analyzed qualitatively and prescriptively by interpreting statutory provisions, legal concepts, and the legal reasoning contained in the reviewed court decisions. In analyzing the case, particular attention was given to the factual circumstances, legal issues, and judicial considerations underlying the Serang District Court Decision. The analysis was not intended to generalize the legal effect of the decision to all forms of notarial deeds but rather to identify its relevance and limitations in relation to the use of electronic means in notarial practice.

The analysis aimed to identify the compatibility and potential conflicts between notarial law and electronic transaction law, particularly concerning the validity of signatures, compliance with the formal requirements of authentic deeds, legal certainty, and the evidentiary weight of electronically executed documents. Furthermore, the results of the analysis were used to formulate a legal framework that may contribute to legal certainty and legal protection in the implementation of electronic signing of authentic deeds, while remaining subject to the specific statutory requirements governing the form, procedure, and validity of notarial deeds.

3. Results and Discussion

3.1 The Legal Status of Electronic Signing of Authentic Deeds

The distinction between *partij* deeds and *relaas* deeds has significant implications for the implementation of electronic signatures (TTE) in notarial practice. A *partij* deed records statements, declarations, or agreements made by the appearing parties before the notary, whereas a *relaas* deed records facts or events that the notary personally witnesses or observes in the exercise of his or her official authority. Accordingly, the use of electronic signatures raises different legal considerations for each type of deed. In a *partij* deed, the electronic signature primarily concerns the authentication and expression

of the parties' declarations. However, the use of a TTE does not eliminate the obligation to fulfill other formal requirements governing the execution of the deed, including the notary's presence, the presence of the appearing parties, and the reading of the deed in accordance with the Notary Office Law. In a *relaas* deed, the issue is more complex because the authenticity of the deed is closely connected to the notary's direct observation and recording of facts or events occurring before him or her. Therefore, the use of electronic signatures cannot be regarded as sufficient, by itself, to satisfy the formal requirements applicable to either type of authentic deed.

The findings of this study indicate that the issue of electronically signing authentic deeds cannot be examined solely from the perspective of the legal recognition of electronic documents and electronic signatures. Under Indonesian law, electronic documents and electronic signatures have been legally recognized as instruments that may be used in electronic transactions. Law No. 1 of 2024, as the second amendment to Law No. 11 of 2008 on Electronic Information and Transactions, continues to provide a legal framework for the recognition and use of electronic information, electronic documents, and electronic signatures in legal relationships. Nevertheless, such recognition must be distinguished from the legal status of a document as an authentic deed, because authentic deeds are subject to specific substantive and formal requirements under the Notary Office Law.

An authentic deed does not acquire its authentic character merely because a signature is affixed to the document, including an electronic signature. Its authenticity is determined by the authority of the official who makes the deed, the prescribed form of the instrument, the procedure for its execution, and compliance with the requirements established by legislation. Consequently, an electronic signature constitutes only one element relating to the authentication of the identity and approval of the signatory. It does not, by itself, transform an electronic document into an authentic deed. The legal validity of a TTE must therefore be assessed together with the requirements governing the formation and execution of an authentic deed.

In the context of notarial practice, this issue must primarily be examined within the framework of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 on the Office of the Notary (Notary Office Law/JN). Article 15 paragraph (3) of the Notary Office Law provides a legal basis for notaries to exercise other authorities stipulated by law, including those related to information technology. However, this provision cannot be interpreted as an express authorization for the electronic creation and signing of all types of authentic notarial deeds. The provision concerning technological developments must instead be read in conjunction with the specific formal requirements governing the making of notarial deeds.

In particular, Article 16 paragraph (1) letter m of the Notary Office Law requires the notary to read the deed in the presence of the appearing parties and witnesses and requires the deed to be signed at the same time by the appearing parties, witnesses, and the notary. This requirement demonstrates that the validity of a notarial deed is not determined solely by the existence of a valid signature but also by compliance with prescribed procedures concerning presence, reading, and signing. Consequently, the implementation of electronic signing through electronic systems or *video calls* may encounter legal limitations where the electronic procedure does not satisfy these statutory requirements.

This condition demonstrates the need for a formal amendment or regulatory harmonization of the Notary Office Law itself. The recognition of electronic documents and electronic signatures under the ITE Law cannot, without a corresponding

adjustment to the Notary Office Law, be interpreted as automatically authorizing the electronic execution of authentic notarial deeds. In particular, Article 16 paragraph (1) letter m requires reconsideration in light of technological developments because its current formulation emphasizes the physical presence of the appearing parties and the simultaneous reading and signing of the deed. Without an explicit legal provision governing electronic or remote execution, the use of TTE in notarial deeds remains subject to the formal requirements established under the Notary Office Law.

Therefore, there is an important distinction between the normative recognition of the *cyber notary* concept and the existence of concrete legal rules governing the electronic creation, reading, and signing of authentic deeds. The concept of *cyber notary* may reflect the development of notarial services through information technology; however, its implementation requires clear statutory authorization and procedural safeguards. Such regulation should specifically determine the forms of notarial deeds that may be executed electronically, the requirements for the presence and identification of the appearing parties, the mechanism for electronic reading and signing, the role of witnesses, and the legal consequences where these requirements are not fulfilled.

Accordingly, the use of TTE in notarial practice should not be understood as a replacement for the statutory requirements governing authentic deeds. Rather, electronic signatures should be positioned as a technological instrument whose legal effect depends upon compliance with the substantive and formal requirements of the Notary Office Law. This distinction is particularly important in differentiating *partij* deeds from *relaas* deeds and in determining whether electronic mechanisms can adequately accommodate the different functions and evidentiary characteristics of each type of authentic deed. The harmonization of the ITE Law with the Notary Office Law is therefore necessary to establish clear legal certainty concerning the implementation of electronic notarial services while maintaining the authenticity, evidentiary strength, and legal protection associated with authentic deeds.

3.2 Validity of Electronic Signatures in the Signing of Authentic Deeds

The primary function of an electronic signature (TTE) is to identify the signatory and establish a reliable link between the signatory and the electronic information to which the signatory has consented. Within an electronic system, an electronic signature may also serve to preserve document integrity by enabling the detection of changes made to the document after signing. Thus, from the perspective of electronic transaction law, an electronic signature performs important authentication and integrity functions, provided that the requirements stipulated by applicable laws and regulations are fulfilled. These requirements generally concern the connection between the signature creation data and the signatory, the signatory's exclusive control over the relevant data, the ability to detect subsequent alterations to the signature or electronic information, the mechanism for identifying the signatory, and the mechanism for demonstrating the signatory's consent.

However, the legal validity of an electronic signature cannot be equated with the validity of a notarial deed. An electronic signature primarily addresses the questions of who signed the electronic document, whether the signatory consented to its contents, and whether the document has been altered after signing. In contrast, notarial law regulates a broader set of requirements concerning the establishment of an authentic deed, including the authority of the notary, the presence and participation of the appearing parties and witnesses, the manner in which the parties' intentions are expressed, the reading of the deed, and the time and manner in which the deed is signed.

Therefore, compliance with the requirements for a valid electronic signature does not, by itself, establish compliance with the requirements for an authentic notarial deed.

This distinction is particularly significant when examining *partij* deeds and *relaas* deeds. In a *partij* deed, the notary records statements, declarations, or agreements made by the appearing parties. Consequently, the use of a TTE primarily concerns the authentication of the parties' identities, their consent to the contents of the deed, and the integrity of their electronically expressed declarations. Nevertheless, even where the TTE satisfies all requirements under electronic transaction law, the electronic signature cannot replace the other formal requirements applicable to the making of a *partij* deed, particularly the requirements concerning the presence of the parties, the reading of the deed, and the simultaneous signing prescribed by the Notary Office Law.

The implications are even more restrictive in relation to a *relaas* deed. A *relaas* deed records facts, circumstances, or events that the notary personally witnesses or observes in the exercise of his or her official authority. The evidentiary character of such a deed is therefore closely related to the notary's direct observation of the relevant event. An electronic signature can authenticate the identity and approval of a person signing the document, but it cannot, by itself, establish that the notary personally witnessed or directly observed the facts recorded in the deed. Accordingly, the implementation of a TTE in a *relaas* deed cannot substitute for the notary's direct involvement and compliance with the formal requirements governing the preparation of the deed.

The findings of this study therefore demonstrate the existence of two distinct layers of legal validity that must be carefully separated. The first is **electronic validity**, which concerns compliance with the statutory requirements governing electronic signatures and electronic documents. The second is **notarial validity**, which concerns compliance with the substantive and formal requirements governing the creation of authentic deeds under the Notary Office Law. An electronic document may satisfy the requirements for electronic validity while failing to satisfy the requirements for notarial validity. In such circumstances, the document may possess legal significance as an electronic document but cannot automatically acquire the status of an authentic notarial deed.

This distinction further demonstrates that the legal recognition of electronic signatures under Law No. 1 of 2024 concerning the Second Amendment to Law No. 11 of 2008 on Electronic Information and Transactions does not, by itself, resolve the legal problem concerning the electronic execution of authentic notarial deeds. The ITE Law provides a legal basis for the recognition and use of electronic information, electronic documents, and electronic signatures in electronic transactions. Nevertheless, the formation of an authentic deed remains subject to the more specific requirements of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 on the Office of the Notary.

In particular, Article 16 paragraph (1) letter m of the Notary Office Law requires the notary to read the deed in the presence of the appearing parties and witnesses and requires the deed to be signed at the same time by the appearing parties, witnesses, and the notary. This provision demonstrates that the validity of a notarial deed depends not merely upon the existence of a valid signature but also upon compliance with procedural requirements concerning presence, reading, and signing. Therefore, the implementation of TTE, including through electronic communication mechanisms such as *video calls*, cannot automatically be regarded as fulfilling these requirements where the procedure does not conform to the statutory requirement of presence and simultaneous execution.

Consequently, the principal legal issue is not merely whether electronic signatures have been recognized by Indonesian law, but whether the Notary Office Law

has expressly accommodated the use of electronic mechanisms in fulfilling the formal requirements for authentic deeds. The current legal framework indicates a regulatory gap between the recognition of electronic signatures under electronic transaction law and the formal requirements for authentic deeds under notarial law. This gap particularly concerns Article 16 paragraph (1) letter m, which requires reconsideration in light of technological developments and the proposed implementation of *cyber notary* mechanisms.

For this reason, a formal amendment or harmonization of the Notary Office Law is necessary to provide a clear legal basis for the electronic execution of authentic deeds. Such amendment should not merely recognize the use of electronic signatures but should comprehensively regulate the requirements for electronic presence, identification of the appearing parties, electronic reading of the deed, electronic signing, participation of witnesses, and the technological systems used by the notary. The regulation should also distinguish between *partij* and *relaas* deeds because the two types of deeds have different functions and evidentiary characteristics. In particular, any electronic mechanism permitted for *partij* deeds must not be assumed to be equally applicable to *relaas* deeds, given the latter's reliance on the notary's direct observation of the facts or events recorded.

Accordingly, the concept of *cyber notary* should be distinguished from the mere legal recognition of TTE. TTE constitutes a technological and legal instrument for authentication, whereas *cyber notary* concerns the broader transformation of notarial procedures through information technology. Without corresponding amendments to the Notary Office Law, the recognition of TTE under the ITE Law cannot automatically be interpreted as authorizing the electronic creation and signing of all types of authentic notarial deeds. The harmonization of these two legal regimes is therefore essential to ensure legal certainty while preserving the authenticity, evidentiary strength, and formal integrity of notarial deeds.

3.3 Formal Requirements for Authentic Deeds and Issues with Electronic Signing

The implications of electronic signatures also differ between *Partij Akta* and *Relaas Akta*. In a *Partij Akta*, the central element is the declaration of will and consent of the appearing parties, who are required to be present before the notary. Accordingly, the use of a TTE must be assessed not only in terms of its ability to authenticate the identity of the two parties and demonstrate their consent, but also in terms of whether the electronic mechanism can legally satisfy the requirement of presence before the notary. A video-based interaction may enable the parties and the notary to see and hear one another, but such technical interaction does not automatically establish that all legal functions of physical presence—including identity verification, assessment of legal capacity, explanation and reading of the deed, confirmation of understanding and consent, and proper execution of the signing—have been fulfilled in accordance with the Notary Office Law.

In contrast, a *Relaas Akta* primarily records facts, events, or proceedings that are directly witnessed or observed by the notary in the exercise of his or her official authority. Therefore, the principal legal issue in applying a TTE to a *Relaas Akta* is not merely the authentication of the signature of the persons involved, but whether the electronic mechanism preserves the notary's direct observation of the relevant facts or proceedings. An electronic signature may establish the identity and approval of the signatory, but it cannot, by itself, establish that the notary personally witnessed or directly observed the event recorded in the deed. Consequently, the electronic execution

of a *Relaas Akta* requires a higher degree of procedural scrutiny because the authenticity of the deed is fundamentally connected to the notary's direct observation and official recording of the relevant facts. Thus, an electronic mechanism that may potentially support the expression and authentication of consent in a *Partij Akta* cannot automatically be considered sufficient for a *Relaas Akta*.

3.4 Legal Certainty in the Implementation of Cyber Notary

Legal certainty is a key issue in the implementation of *cyber notary services*. The law on electronic transactions has evolved more rapidly to accommodate the use of electronic documents and signatures, whereas notarial law still contains formal requirements based on conventional mechanisms. Law No. 1 of 2024 was enacted precisely because previous provisions continued to give rise to multiple interpretations and controversies, necessitating changes to enhance legal certainty.

In this context, there is a need to harmonize the Notary Public Act with the Electronic Information and Transactions Act. Harmonization does not mean that every conventional provision must be eliminated, but rather that it is necessary to determine which parts can be transferred to electronic mechanisms and which parts still require physical presence or specific procedures.

Government Regulation No. 71 of 2019 provides a framework for the operation of electronic systems and transactions and remains in effect. This regulation is crucial for ensuring the security and reliability of electronic systems. However, regulations concerning electronic systems do not, by themselves, resolve specific issues regarding the form and procedures for the preparation of authentic deeds by notaries.

Thus, legal certainty in *cyber notary services* requires more specific regulations. Ideally, these regulations should address the mechanisms for identifying the parties, the form of electronic presence, the reading of deeds, the use of certified electronic signatures, time stamping, document storage, protocol security, and verification mechanisms should the deed be used as evidence.

3.5 Case Analysis of Online Signing and Statements in Judgment No. 837/Pid.B/2023/PN Srg

The case study in this research can be examined through the Judgment of the Serang District Court No. 837/Pid.B/2023/PN Srg. In that case, it was established that a shareholder's declaration of decision to a notary was made *online* via *video call*. During the trial, there was also a discussion regarding the existence of *cyber notary* certification and the legal status of the deed created in that context.

This case is significant not because the court specifically established a general rule that all notarial deeds created *online* are valid, but because it demonstrates that technology-based notarial practices have emerged in concrete legal relationships. This fact indicates a societal and legal need for electronic mechanisms, while also highlighting potential issues when such mechanisms are tested in judicial proceedings.

From the perspective of this study, the case demonstrates that the existence of technology does not, in and of itself, eliminate the need for the formal requirements of a notarial deed. In this case, discussions regarding the notary's authority, jurisdiction, the status of the deed, and the process of its creation remain crucial in determining the legal consequences of a deed. Thus, the use of *video calls* or electronic means is merely a method of execution, while the legal status of the deed must still be assessed based on the provisions governing the notary's authority and the procedures for creating the deed.

The case also highlights the importance of distinguishing between the fact that a deed was created with the aid of technology and the conclusion that the deed has met all the requirements to qualify as an authentic deed. This distinction is crucial to ensure that the application of a *case-by-case approach* does not lead to excessive generalizations. In this study, the court decision is used to examine how issues related to technology, notarial authority, and the legal status of deeds arise in practice—not to assert that the decision has granted general legitimacy to “*cyber notaries*.”

3.6 Evidentiary Weight of Electronically Signed Authentic Deeds

Evidentiary weight is an important consequence of a document’s status. In civil evidence law, authentic documents hold a special status because they are created by or in the presence of an authorized official in accordance with the form and procedures prescribed by law. Therefore, the issue of electronic signatures must be linked to the question of whether all the requirements that confer authentic status on a document have been met.

If an electronic signature meets the legal requirements for electronic transactions, the document in principle may acquire legal force as an electronic document. However, if there are defects in the requirements for the formation of an authentic instrument, the legal force of that document is not automatically equivalent to the evidentiary weight of an authentic instrument. Thus, a distinction must be made between the evidentiary weight of an electronic document and that of an authentic instrument.

This distinction has practical consequences. If a document does not meet the requirements for an authentic instrument, this does not mean the entire document becomes legally worthless. The document may still be evaluated based on its legal status as a document or a private instrument if it meets the relevant requirements. However, this change in status may affect the evidentiary weight and the position of the parties in a dispute.

Therefore, the use of electronic signatures on authentic deeds must serve two purposes simultaneously: ensuring the integrity and electronic authentication of the document, and maintaining the legal requirements that confer authentic status on the deed. The Supreme Court itself has explained that electronic signatures can be verified to determine the signer’s identity, the time of signing, and any changes made to the document after it was signed. This demonstrates that technology can provide a robust mechanism for proving a document’s integrity, but it does not replace all legal requirements regarding the creation of authentic deeds.

3.7 The Relationship Between Validity, Legal Certainty, and Evidentiary Weight

The analysis shows that validity, legal certainty, and evidentiary weight are three interrelated aspects. Validity serves as the basis for determining whether the signing process has met legal requirements. Legal certainty provides clarity regarding the legal status and consequences of using electronic mechanisms. Meanwhile, evidentiary weight is the consequence when the document or deed is used to prove a right or legal event.

This relationship can be depicted as a sequence: validity of the process → clarity of legal status → evidentiary weight. If the requirements for electronic validity and notarial certification are met, there is a stronger basis for upholding the deed’s status as an authentic deed. Conversely, if any of the fundamental requirements are not met, the deed’s status may be challenged and could potentially affect its evidentiary weight.

Based on this framework, this study asserts that the issue of electronic signing should not be reduced to the question “Is an electronic signature valid?” A more appropriate question is whether the entire process of creating an authentic deed can be conducted electronically without eliminating the elements that form the basis of the deed’s authenticity. It is this approach that distinguishes between the legality of technology and the authenticity of legal products produced through technology.

3.8 The Ideal Legal Framework for the Electronic Signing of Authentic Deeds

Based on an analysis of legislation, legal concepts, and practices reflected in court cases, a comprehensive legal framework is required to bridge the need for digitalization with the legal characteristics of authentic deeds. This framework should not merely recognize the use of electronic signatures but should establish clear and uniform procedures for the electronic performance of notarial functions. In this regard, this study proposes the establishment of a specific implementing regulation, preferably in the form of a Presidential Regulation (Peraturan Presiden/Perpres) concerning Electronic Notarial Services and Cyber Notary, supplemented by a Regulation of the Minister of Law and Human Rights establishing Standard Operating Procedures (SOPs) for Electronic Presence and a Cyber Notary Protocol. The proposed regulatory framework would provide a concrete legal basis for the implementation of electronic notarial services while ensuring that the use of technology does not eliminate the formal requirements governing authentic deeds.

The first element of the proposed framework is the recognition of the validity of electronic signatures as a means of authentication, provided that they comply with the requirements established by law and are implemented through a reliable electronic system. The regulation should establish minimum technical and legal requirements for the use of TTE in notarial practice, including identity verification, control of signature-creation data, authentication of the signatory, consent, time stamping, and the detection of subsequent alterations to the electronic document. The use of a TTE should nevertheless remain subject to the substantive and formal requirements applicable to the relevant type of authentic deed.

The second element is the standardization of electronic presence. If electronic mechanisms are permitted in the execution of notarial deeds, the implementing regulation should define what constitutes legally sufficient electronic presence and establish an SOP for its implementation. The SOP should regulate, at minimum, real-time audio-visual communication, multi-factor identity verification, verification of legal capacity, confirmation of the parties’ free will and consent, electronic reading of the deed, confirmation of understanding, and simultaneous electronic signing. The system should also generate an auditable electronic trail recording the identity of participants, date and time, authentication process, reading process, signing process, and other relevant activities. Such an audit trail would provide an evidentiary record that can be examined in the event of a dispute.

The third element concerns document integrity, security, and verifiability. Every electronically executed deed should be maintained within an electronic system capable of preventing unauthorized alteration, recording activities relating to the document, and enabling subsequent verification of its authenticity. The regulation should establish minimum requirements for encryption, access control, electronic time stamping, integrity verification, backup, recovery, and detection of unauthorized modifications. Electronic verification mechanisms should enable the identification of the signatory, the

time of signing, the validity of the electronic signature, and whether the contents of the document have been altered after execution.

The fourth element is the establishment of a Cyber Notary Protocol governing the electronic notarial protocol. Digitalization should not be limited to the signing stage but should encompass the entire lifecycle of the notarial document, including its creation, authentication, storage, duplication, transfer, security, retrieval, and access. The proposed Cyber Notary Protocol should therefore establish uniform procedures for maintaining electronic notarial protocols, including metadata requirements, retention periods, access rights, backup mechanisms, confidentiality safeguards, and procedures for producing certified electronic copies. This framework is necessary to ensure that the transformation of notarial services into a digital environment does not compromise the evidentiary function and confidentiality of notarial protocols.

The fifth element concerns regulatory harmonization and the allocation of authority. Article 15 paragraph (3) of the Notary Office Law may provide a normative basis for the development of technology-based notarial authority; however, a more specific implementing regulation is necessary to establish the limits, procedures, and conditions for exercising such authority. The proposed Perpres should establish the general legal framework and institutional responsibilities for electronic notarial services, while the Regulation of the Minister of Law and Human Rights should provide more detailed technical and procedural standards through the Electronic Presence SOP and Cyber Notary Protocol. These regulations should be harmonized with the Notary Office Law, the ITE Law, Government Regulation No. 71 of 2019, and other relevant regulations concerning electronic systems, data protection, and electronic evidence.

The proposed regulatory model may therefore be structured into two levels. First, the Presidential Regulation on Electronic Notarial Services and Cyber Notary would establish the general principles, scope of electronic notarial services, legal status of electronic presence, institutional responsibilities, requirements for electronic systems, and the relationship between electronic procedures and the formal requirements of authentic deeds. Second, the Regulation of the Minister of Law and Human Rights on Electronic Presence and the Cyber Notary Protocol would translate these principles into operational SOPs, including procedures for identity verification, electronic presence, reading of deeds, consent, electronic signing, time stamping, audit trails, electronic storage, security, and access to electronic notarial protocols. This two-level regulatory structure would provide both legal certainty at the normative level and technical uniformity at the implementation level.

Such regulation should also expressly distinguish between *Partij Akta* and *Relaas Akta*. For *Partij Akta*, the electronic procedure should focus on ensuring the identity, legal capacity, free will, understanding, and consent of the appearing parties, as well as compliance with the requirements for reading and signing the deed. For *Relaas Akta*, the regulation should impose additional safeguards concerning the notary's direct observation and recording of the facts or events constituting the subject matter of the deed. Electronic presence should therefore not be presumed to have the same legal effect for both types of deeds without specific procedural standards.

Finally, the proposed framework should address the relationship between electronic procedures and Article 16 paragraph (1) letter m of the Notary Office Law. A regulation at the implementing level should not be used to override statutory requirements. If electronic presence, remote reading, and electronic execution are intended to replace or modify requirements that currently presuppose physical presence, a corresponding amendment or formal harmonization of the Notary Office

Law would be necessary. The Perpres and Ministerial Regulation should therefore function as implementing instruments following the establishment of an adequate statutory basis, rather than as independent instruments that create new authority contrary to the existing Notary Office Law.

Thus, the digitalization of authentic deeds should not be understood merely as the replacement of manual signatures with electronic signatures. Digitalization should be understood as a restructuring of notarial procedures that preserves the essential functions of authentic deeds, namely legal certainty, legal protection, and evidentiary strength. The enactment of a Perpres supported by a Ministerial Regulation containing an Electronic Presence SOP and a Cyber Notary Protocol would provide a concrete regulatory mechanism for achieving this objective. However, the effectiveness of such instruments ultimately depends on prior harmonization with the Notary Office Law, particularly regarding the statutory requirements for the presence, reading, and signing of authentic deeds. Without such comprehensive regulation and statutory harmonization, the electronic execution of authentic deeds will continue to face uncertainty concerning their legal status, authenticity, and evidentiary weight.

3.9 Synthesis of Research Findings

Based on the overall analysis, it can be concluded that electronic documents and signatures have gained legitimacy within the Indonesian legal system; however, this legitimacy is not synonymous with automatic recognition of electronic authentic deeds. The validity of an electronic signature relates to the authentication of identity and the integrity of the document, whereas the authenticity of a deed relates to the fulfillment of all legal requirements regarding authority and the procedures for creating the deed.

The main issue lies in the fact that the legal regime for electronic transactions is not yet fully harmonized with notarial law. The practice of *cyber notary services* has developed, but aspects such as the physical presence of the parties, the reading of the document, the signing process, the notary's authority, and evidentiary weight still require clearer legal frameworks. The Serang District Court Decision No. 837/Pid.B/2023/PN Srg demonstrates that the use of electronic means in notarial practice has emerged in a specific case; however, this decision cannot be interpreted as general legitimization of all forms of *cyber notary practice*.

Therefore, the electronic signing of authentic deeds can be developed only if there is a legal and technological system capable of simultaneously guaranteeing identity, intent, consent, document integrity, security, and compliance with the formal requirements of the deed. Under this framework, technology is not positioned as a substitute for the fundamental principles of notarial practice, but rather as a tool to enhance the efficiency of services without diminishing the legal certainty and protection inherent in authentic deeds.

4. Conclusion

This study shows that the electronic signing of authentic deeds has a legal basis in the use of electronic documents and signatures; however, the validity of an electronic signature does not automatically confer the status of an authentic deed upon a document. The authenticity of a deed remains contingent upon the notary's authority and the fulfillment of formal and material requirements as stipulated in notarial law. Thus, there is a distinction between the validity of an electronic signature as a means of authentication and the authenticity of a deed signed electronically. From the perspective of legal certainty, the implementation of *cyber notary services* still faces challenges

regarding the harmonization of the Notary Public Act with regulations on electronic transactions. Although the Law on Information and Electronic Transactions has recognized electronic documents and signatures, the provisions regarding the presence of the parties, the reading of the document, the signing process, the notary's authority, and the procedures for the electronic formation of deeds have not yet fully established a comprehensive legal framework. This situation creates the potential for differing interpretations regarding the legal status of deeds created or signed through electronic mechanisms. From an evidentiary perspective, a deed using an electronic signature may have evidentiary value as an electronic document if it meets legal requirements and can guarantee the document's authentication and integrity. However, if the requirements for the formation of an authentic deed are not met, the use of an electronic signature does not, by itself, preserve the deed's status as an authentic deed. Therefore, evidentiary weight must be determined based on whether all legal requirements attached to the document have been met. Consequently, a legal framework is needed that integrates the validity of electronic signatures, legal certainty, and evidentiary weight in the implementation of *cyber notary services*. Harmonization between notarial law and electronic transaction law must be strengthened through more specific regulations regarding the identification and presence of the parties, the reading and approval of deeds, the use of electronic signatures, document security and integrity, and the management of electronic notary protocols. Ultimately, the digitization of notarial services must be directed toward improving service efficiency without compromising the principles of authenticity, certainty, and legal protection that are the defining characteristics of authentic deeds.

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