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OBSTACLES TO THE IMPLEMENTATION OF NOTARY AUTHORITY TO CERTIFY TRANSACTIONS ELECTRONICALLY IN BALI

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Abstract

This study aims to examine the implementation and constraints of implementing the authority of a Notary to certify transactions electronically. The type of research used is empirical legal research. This study is analysed by using the theory of authority and the theory of utilitarianism (legal expediency) so as to obtain the conclusion of the discussion study in the form of implementation of electronically certifying transactions by a Notary in the form of legal actions or actions by a Notary in providing ratification of an electronic transaction that has similarities with legalization or waarmerking owned by a Notary conventionally. Based on analysis, it was obtained the results that the authority is attributive because it is obtained directly based on the provisions of Article 15 Paragraph (3) of the UUJN-P so that juridically the Notary has this authority only in its implementation because there is no one guideline due to the absence of further arrangements regarding procedures, procedures and types of notary legal actions that are qualified as certifying transactions electronically. The obstacles faced, namely the implementation of certifying transactions electronically in perspective as evidence, it can be conveyed that electronic documents as evidence of legal actions certifying transactions electronically by Notaries are not yet clear the strength of proof as evidence whether it is qualified as an authentic deed product or is it limited to registering, knowing the existence of documents that are certified as legal actions Notary as legalizing or megewaarmeken.

Keywords: certification; constraints; electronic transactions; implementation; notaries

1. INTRODUCTION

Notaries are given the authority to certify transactions electronically as specified in the explanation of Article 15 Paragraph (3) of the UUJN-P. As is known the Notary in carrying out the duties of his office adheres to the principle of *tablelionis officium fideliter exercebo* meaning that the Notary must work traditionally. Meanwhile, notaries are given the authority to certify transactions electronically in the provisions of the explanation of Article 15 Paragraph (3) of UUJN-P. However, the provision has not provided detailed arrangements on the procedures for implementation or the validity of its legal products in the form of electronic documents. This then create a gap or disparity in the value (value) of legal certainty between the provisions of laws and regulations (*das sollen*) or the desired goal to be achieved with the implementation (*das sein*) in authorized the Notary to certify transactions electronically.

Some previous related studies have conducted the similar study. Kuspratomo & Wahyuningsih (2020) examined the mechanisms of electronic deed made by the notary and the obstacles faced by the notary in the manufacture of electronic certificates. Based on the analysis, it showed that 1) the Indonesian Notary Association until now was not serious to realize implementation electronically authentic deed. With electronic media, notaries become more efficient administration. 2) Barriers cyber-Notary the notary system management. Managed the Ministry of Justice and Human Rights of the Republic of Indonesia or the Indonesian Notaries Association organization, because the office of notary is an independent, preferably Indonesian Notary Association has its own system that will manage the cyber-Notary and can be used by all notaries Indonesia. Harmonization Act as a way out for the development of cyber-Notary in Indonesia. In addition, Jaya et al. (2022) examined the similar study which is the focus of the study is to examine the legal certainty of this electronic certification provision and the regulation on the authority of a notary to certify electronic transactions. Based on analysis, it was found that regulatory regulations regarding electronic transaction certification are contained in Law No. 2 of 2014 concerning Notary Positions and also contained in Law No. 11 of 2008 concerning Information and Electronic Transactions. The legal certainty of this electronic transaction certification provision is only as a legalization of electronic transactions. The notary is fully responsible for the contents of the electronic transaction certification, if there is falsification of data, the notary must be punished according to the applicable provisions.

Based on the background and the previous studies above, it needs to conduct further research about how the norms in the explanation of Article 15 Paragraph (3) of UUJN-P are implemented in notarial practice and how the existence of legal products can be used as evidence so that the formulation of the problem is determined in the form of how the implementation of the authority to certify transactions electronically by notaries and how are the obstacles faced by notaries in carrying out the authority to certify transactions electronically. Therefore, this study aims to examine the implementation and constraints of implementing the authority of a Notary to certify transactions electronically.

2. METHOD

The type of research used is empirical legal research because this research is a study that seeks answers to gaps in the formulation of rules in laws and regulations (*das sollen*) with practices that occur in notarial practice (*das sein*). The types of approaches used are the sociological juridical approach, the statutory approach and the conceptual approach. The source of data in this study is data obtained directly through interviews with several Notaries in the Province of Bali (empirical) and from library materials consisting of primary legal materials in the form of laws and regulations, secondary legal materials in the form of books, written works, newspapers and tertiary legal materials in the form of dictionaries and the internet. The analysis technique used in this study is a descriptive analysis technique, which is a technique of collecting all the material then the material is analysed using relevant theories and then conclusions are drawn to answer the problem.

3. DISCUSSION

Implementation of Certifying Transactions Conducted Electronically

The authority to certify transactions electronically by a Notary covers two elements/variables, namely electronic transactions and electronic certificates. Electronic transactions are legal actions carried out using computers, computer networks, and/or other electronic media while electronic certificates are electronic certificates that contain electronic signatures and identities that indicate the

legal subject status of the parties to an electronic transaction issued by the electronic certification operator. So electronic transaction certification in generally accepted legal norms is a legal act of giving certificates using computers, computer networks and/or other electronic media so that they are electronic. The limitations on electronic transaction certification above, can be drawn as follows:

1. The existence of an element of legal action;
2. Carried out with electronic devices;
3. Tangible/in the form of a certificate;
4. About goods, services, systems, processes, or personal;
5. It contains an electronic signature and an identity indicating the status of a legal subject.

In some studies and scientific writings, it was found that certifying in the form of legal actions or actions by a Notary in certifying an electronic transaction that has similarities with the authority to legalize or *waarmerking* owned by a Notary in a conventional manner, because the act of certifying by a Notary includes the authority to ensure the correctness of the certificate, especially the signature contained in the certificate to be able to is confirmed to be the signature of the parties and is not signed by anyone else, in addition, the status or identity of the parties must also be ascertained to be correct, along with the date on the electronic certificate. In such case, the electronic certification of the transaction referred to in this case can be in the form of certifying the certainty of the date and signatures of the parties and/or certifying the certainty of the date in a deed under the hand electronically through a computer, computer networks and other electronic media in an electronic system that can be in the form of a website or application.

The explanation above can be found in the electronic ratification of transactions by Notaries in Japan since 2002 with the launch of a system capable of accommodating cyber notary. The authority of a Notary in cyber notary in Japan is regulated in Article 1 Paragraph (IV) in the Notary Act Japan: "Article 1 The notary has the authority to carry out the following processes based on the commission of the other party or person concerned: (IV) Certify electronic and magnetic documents (documents made in electronic form, magnetic form, or other form impossible for human reason to understand) hereinafter referred to as "Electronic and Magnetic Form"), which is used in the processing of information from a computer; the same applies hereinafter); provided, however, that this applies only in the case of certifying electronic and magnetic documents other than those made by government employees in performing the duties of such employees". The procedure for the legalization of electronic documents by cyber-Notary in Japan is as follows:

1. The app downloader;
2. Register and choose a Notary;
3. Make payments to a Notary;
4. Inserting electronic documents;
5. The notary sends an electronic document with the date stamped.

Based on the explanation above, the authority of the Notary in Japan is similar to the authority of the *waarmerking* of Indonesian Notaries, it's just that the difference in Japan is that its manufacture does not require physical presence and through an application system made in such a way by the ministry of justice there. The implementation of certifying transactions electronically by a Notary based on the explanation of Article 15 Paragraph (3) of the UUJN-P as described above, namely that there is no one formulation as a guideline and type of notary action in certifying transactions electronically. However, in order to answer the problem in this study, there is a gap or disparity between the provisions of laws and regulations and their implementation

which then gives birth to the absence of guidelines and certain types of actions, the theory of legal authority from Philipus M. Hadjon is used which determines legal authority is the authority to make decisions, which can only be obtained in two ways, namely by attribution or by delegation, that is, the authority obtained due to the transfer/transfer of an authority. Meanwhile, authority attributively means the authority attached to an office and obtained directly from the law.

Based on the theory above, the authority possessed by a Notary in certifying transactions electronically is an attributive authority, because this authority is obtained directly based on the provisions of Article 15 Paragraph (3) of UUJN-P. So that juridically the Notary has the authority to certify transactions electronically, it's just that in its implementation because there is no one guideline due to the absence of further arrangements regarding procedures, precedents and types of notary legal actions that are qualified as certifying transactions electronically.

Obstacles Faced in the Framework of Implementation Certifying Transactions electronically

In Perspective as Evidence

In Indonesian civil procedural law as specified in 1866 of the Civil Code which specifies: "the evidence consists of:

Written evidence;

Evidence with witnesses;

Preconceptions;

Acknowledgment;

I swear."

Based on the provisions above, evidence in the civil law system in Indonesia is known as written evidence, witness evidence, evidence of prejudice, evidence of confession and evidence of oaths. The same is also specified in Article 164 HIR/284 Rbg that there are several kinds of evidence used in the examination of civil cases as follows: evidence of writings/letters; witness evidence, evidence of presumption, evidence of confession and evidence of oath. In addition, it is also known in the practice of civil proceedings, namely local examination evidence and expert testimony. From the various evidence above, what is related to the discussion of this study is written evidence which is often referred to as letter evidence. According to Erliyani & Hamdan (2020), written evidence is evidence that pours out a certain legal act or legal relationship or writes down certain legal events. So that the evidence of a letter containing information about an event, circumstances, or certain things is evidence in the form of writings or letters written in a certain language that contains certain thoughts that are understandable.

Doctrinally, evidence of writings or letters is distinguished, namely evidence of ordinary letters/writings instead of deeds and evidence of letters/writings in the form of deeds. Evidence of ordinary writing instead of a deed is an ordinary writing that was originally written or made for no purpose for proof and is usually not signed by the author, meaning that from the beginning the manufacture was not intended for proof. But at one point it turned out to be used to prove something or a circumstance or an event. Meanwhile, written evidence in the form of a deed which from the beginning at the time of its manufacture was intentional for the purpose of proof so that the deed would be written with a signature by the maker and equipped with information about the date of the month and year of its manufacture in order to be easily remembered for a certain legal act or a certain legal relationship or also a certain legal event (Erliyani & Hamdan, 2020:32). So that the evidence of writings/letters can be distinguished in terms of their manufacture and the strength of proof, namely authentic deeds and deeds under the hand, yes, deeds made and signed by the parties who agree in the agreement or between the interested parties only.

According to Mertokusumo (1998:125), an underhand deed is a deed deliberately made for proof by the parties without the help of an official. So, it is solely made between interested parties. Based on the opinion of Mertokusumo (1998), a writing/ letter is a proof of writing/letter if the signature in the deed under the hand is recognized by the person against whom the writing is to be used, so it is said that the deed under the hand is written evidence (*begin van schriftelijk bewijs*) (Erliyani & Hamdan, 2020:46). Furthermore, the evidence of writings/ letters in the form of authentic deeds in the provisions of Article 1868 of the Civil Code specifies: "An authentic deed is a deed that in the form prescribed by law, is made by or before public servants who have the power to do so at the place where the deed is made." According to Soegondo (1991:89), an authentic deed is a deed made and formalized in legal form, by or before a general official authorized to do such a thing, in the place where the deed was made.

Notarial deeds as authentic deeds are divided into two types, namely: (1) deeds made by (door) Notaries or so-called *relaas* deeds or official deeds (*ambtelijke* deeds), namely deeds made by the general official authorized to do so, where he explains what he sees and what the parties do in his deed. So that the deed of *relaas*, the initiative does not come from the person/party whose name is explained in the deed but comes from the authority of the general officer who made it; (2) a deed made before (ten overstain) a Notary or so-called *partij* deed (*partij-acteri*) is a deed made before the officers authorized to do so and the deed is made at the request of the interested parties. A distinctive feature of this deed is the existence of a compensatory that explains the authority of the parties facing the Notary to make the deed (Sjaifurrachman & Adjie, 2011:109).

Based on the description above and related to the obstacles to the implementation of certifying transactions electronically, from the perspective of being a written proof the act of certifying transactions electronically by a Notary in order to authorize transactions electronically can be qualified as proof of writing. This is based on the existence of the notary's action of ratifying the deed under the hand through electronic media can be interpreted as a legal action that produces documents in electronic form. Then the existence of electronic documents as evidence is regulated in Article 5 of the ITE Law which determines:

Electronic information and/or electronic documents and/or their printouts shall constitute valid legal evidence.

Electronic information and/or electronic documents and/or their printouts as referred to in paragraph (1) shall constitute an extension of valid evidence in accordance with the procedural law applicable in Indonesia.

Electronic information and/or electronic documents shall be declared valid when using electronic systems in accordance with the provisions stipulated in this Act.

Provisions regarding electronic information and/or electronic documents as referred to in paragraph (1) do not apply to:

A letter which under the Act must be made in written form, and

The letter and its documents which by law must be made in the form of a Notarial deed or a deed made by the deed -making officer.

The provisions above contain legal norms that electronic documents and/or their printouts are valid legal evidence is an extension of valid evidence in accordance with the procedural law that applies in Indonesia. Furthermore, electronic documents are declared valid when using electronic systems in accordance with the provisions stipulated in the ITE Law with the exception that electronic documents do not apply to: (1) letters that according to the Law must be made in written form, and (2) letters and

documents that according to the law must be made in the form of Notarial deeds or deeds made by the deed-making official. Thus, electronic documents as legal products Notaries certify transactions electronically as an act of attestation of a transaction electronically qualified as electronic evidence but are not evidence of writing/letters either underhand or authentic. Even its existence is excluded as evidence when the letter and its documents which according to the law must be made in the form of a Notarial deed or deed made by the deed making official as specified in Article 5 Paragraph 4 letter b of the ITE Law above. Furthermore, an analysis of the actions of the Notary in the practice of carrying out the duties of the position of ratifying a transaction electronically as referred to in the explanation of Article 15 Paragraph 3 of the UUJN-P, that the notary's legal action is equivalent to or similar to the act of ratifying documents such as legalization and *waarmeking* of letters/documents as evidence of underhand writing as specified in Article 15 Paragraph (2) letters a and b of the UUJN. Therefore, electronic documents in certifying transactions electronically as electronic evidence with acts of a kind of legalization and *waarmeking* based on Article 15 Paragraph (2) letters a and b of the UUJN.

In Perspective of the Force of the Law of Proof

One of the obstacles to the implementation of electronic transaction certification by a Notary as referred to in the explanation of Article 15 Paragraph (3) of the UUJN-P in this discussion is the constraint in perspective as evidence of electronic documents for electronic transaction certification because in Article 5 Paragraph 4 letter b of the ITE Law specifies letters along with documents that according to the law must be made in the form of a Notarial deed excluded as evidence as evidence as specified Article 5 of the ITE Law Paragraph (1) which specifies: electronic information and/or electronic documents and/or their printouts are valid legal evidence. As it is known that the document that by law must be made in the form of a Notarial deed is an authentic deed. As an authentic deed, a document as a Notarial deed has the power of outward, formal and material proof. The evidentiary powers of such a Notary deed include:

The power of proof of birth (*uitwendige bewijskracht*) is the power of proof based on the state of birth of a deed, meaning that a letter that appears to be a deed, must be received, considered and treated as a deed, until it can be proved otherwise. This outward proof emphasizes that an authentic deed physically has the power to prove for itself its validity as an authentic deed (Holidi, 2018:109). The outward evidentiary power of an authentic deed is the ability of the deed itself to prove its validity as an authentic deed. The evidentiary value of the Notary deed from the outward aspect, the deed must be seen as it is, outwardly it does not need to be disputed with other evidence, if anyone considers that a Notarial deed does not qualify as an authentic deed then the person concerned is obliged to prove that the deed is outwardly not an authentic deed (Sjaifurrachman & Adjie, 2011:116).

The power of proof of formil (*formele bewijskracht*) is the power of proof of the notarial deed that the deed has been made according to the law in this case UUJN *juncto* UUJN-P. In the power of proof of the formil, the notarial deed in the process or procedure of its creation has followed and complied with all the provisions in the statute. This means that the deed is actually made by and or before a Notary, contains formal truth and certainty about the day, date, month, year, hit (time) facing, and the parties facing, paraphrasing and signatures of the parties/interceptors, witnesses and Notaries, as well as proving what was seen, witnessed, heard by the Notary (on the deed of the official/minutes), and recorded the statements or statements of the parties/interceptors (on the party

deed).

The power of material proof (*materiele bewijskracht*) is the power of proof regarding the material of a Notarial deed, in the sense that the Notary deed provides proof of everything contained in it is indeed true submitted by the parties who made it. That what is stated in the deed is indeed true as and to the extent of what was conveyed by the parties to the Notary, so that it is valid evidence against the parties who made as well as for those who got the rights of the parties who made and applied to the public.

The power of proof of a Notarial deed is a guarantee of legal certainty on the information or statements of the parties which are further stated or contained in the deed submitted before and/or to the Notary. So that the power of proof of a Notarial deed gives between the parties and their heirs or the persons entitled from them, a perfect proof of what is contained therein, as referred to in Article 1870 of the Civil Code. Meanwhile, the power of proof of notary legal products in the form of *gewaarmerken* and doctrinally legalization in their respective notarial practices is limited to the act of registering a document/letter under the hand in the *gewaarmerk* and registering and knowing and justifying the event of signing the document by the parties who made it before him. Meanwhile, the power of proof for the act of imputing or legalizing documents/letters under the hand by the Notary returns to the power of the following of each letter under the hand as specified in Article 1875 of the Civil Code which specifies: "then the deed under the hand recognized by the person against whom the deed is used or which can be considered recognized according to the law for the signatory, his heirs as well as those who have the rights of the person, are perfect evidence such as authentic deeds, and so does the provisions of Section 1871 for the writing".

Based on explanation above, the obstacles to the implementation of certifying electoral transactions in perspective as evidence can be conveyed that electronic documents as evidence of having been held electronic transaction certification by a Notary are not yet clear the strength of proof as evidence whether it is qualified as an authentic deed product or is it limited to registering, knowing the existence of documents that are certified as a notary's legal action as legalize or *megewaarmeken*. Even if the implementation of certifying transactions electronically by a Notary born from the provisions of the explanation of Article 15 Paragraph (3) of the UUJN-P experiences obstacles as outlined above in order to carry out statutory orders, especially as the norms referred to in the explanation of Article 15 Paragraph (3) UUJN-P the existence of the authority to certify transactions electronically must be accepted in notarial practice and legitimized that the implementation of such duties is the legal act of a Notary.

This study is analysed by referring to and based on the theory of utilitarianism (legal expediency) of Jeremy Bentham which teaches that expediency is the main goal of the law. Expediency is defined as happiness, in other words, whether bad or just or unfair, depending on whether the law can provide benefits, namely happiness to humans or not.

According to the theory of legal utilitarianism, the law should serve the whole of the individuals in society. The ultimate goal of law or legislation is the most or greatest happiness that can be realized. Happiness should be felt by every person/individual, but if it cannot be achieved, then it is sought so that happiness can be enjoyed by as many individuals as possible in the community (nation) (the greatest happiness for the greatest number of people) (Darmodiharjo & Shidharta, 1999:116). Jeremy Bentham's view actually stems from his great concern for individuals, he wants the law to first provide guarantees of happiness, well-being to individuals, and not directly to society as a whole. To balance the interests of the individual and the interests

of society, Jeremy Bentham suggested that there should be "sympathy" from each individual, however, the emphasis should remain on that individual, because if each individual has gained happiness, the well-being (happiness) of society will be realized simultaneously (Darmodiharjo & Shidharta, 1999:117).

Guided by Jeremi Bentham's theory of utilitarianism (legal expediency) and related to the implementation of the duties of the notary position in certifying transactions electronically as intended explanation of Article 15 Paragraph (3) UUJN-P, electronic documents as a legal product of the implementation of the duties of the notary position in order to carry out the orders of the law (explanation of Article 15 Paragraph (3) UUJN-P) must be accepted and given a position as evidence of the validity of certification transactions electronically.

4. CONCLUSION

The implementation of certifying transactions electronically by a Notary in the form of legal actions or actions by a Notary in certifying an electronic transaction that has similarities with legalization or *waarmerking* owned by a Notary conventionally. This authority is attributive because it is obtained directly based on the provisions of Article 15 Paragraph (3) of the UUJN-P. So that juridically the Notary has the authority to certify transactions electronically, it's just that in its implementation because there is no one guideline due to the absence of further arrangements regarding procedures, precedents and types of notary legal actions that are qualified as certifying transactions electronically. The obstacles faced in the context of implementing electronic certification of transactions include: Qualifying electronic documents as a result of certifying transactions electronically by a Notary as proof of writing/letter (under the hand or authentic), because the act of attestation of a transaction electronically is qualified as electronic evidence and is not a proof of writing/letter either under hand or authentically. Even its existence is excluded as evidence when the letter and its documents which according to the law must be made in the form of a Notarial deed or a deed made by the deed-making official as specified in Article 5 Paragraph (4) letter b of the ITE Law. Obstacles to the implementation of certifying transactions electronically in perspective as evidence can be conveyed that electronic documents as evidence of having been carried out electronic transaction certification by a Notary are not yet clear the strength of proof as evidence whether it is qualified as an authentic deed product or is it limited to registering, knowing the existence of certified documents as a notary legal action as legalizing or *megewaarmeken*. Guided by Jeremi Bentham's theory of utilitarianism in carrying out the duties of the Notary position in certifying transactions electronically as intended explanation of Article 15 Paragraph (3) of the UUJN-P, electronic documents as a legal product of the implementation of the duties of the notary position in order to carry out statutory orders (explanation of Article 15 Paragraph (3) of UUJN-P) must be accepted and given a position as evidence about the validity of electronic transaction certification.

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