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# The Principle of *Tabellionis Officium Fideliter Exercebo* Related To Cyber Notary

**Ikhsan Lubis<sup>\*1</sup>; Taufik Siregar<sup>2</sup>; Duma Indah Sari Lubis<sup>3</sup>**

Lecturer at Faculty of Law, Universitas Prima Indonesia, Medan

E-mail: [ikhsanlubis@unprimdn.ac.id](mailto:ikhsanlubis@unprimdn.ac.id)

Lecturer of the Legal Studies, Universitas Medan Area, Medan

E-mail: [taufik@staff.uma.ac.id](mailto:taufik@staff.uma.ac.id)

Lecturer at Faculty of Law, Universitas Prima Indonesia, Medan

E-mail: [dumaindahsarilubis@yahoo.com](mailto:dumaindahsarilubis@yahoo.com)

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## Abstract

This study aims to analyze the principle of *Tabellionis Officium Fideliter Exercebo* related to cyber notary. This principle states that a notary must work traditionally. The point is that a notary must work in a conventional way, namely making letters or deeds in real terms, not through the internet. This research is a descriptive research type of normative legal research. Normative legal research is research conducted by examining library materials or secondary data. Therefore, this study examines and analyzes the appropriate legal principles and theories to ensure legal certainty regarding the e-RUPS deed made by a Notary according to the *Tablelionis Officium Fideliter Exercebo* principle. The results of the study show that Cyber Notary cannot remove the duties of a notary who maintains the integrity of the product he produces as a complete piece of evidence. However, in order for an authentic electronic document containing an electronic signature to be used as evidence in a civil trial, it is not complete evidence and has evidentiary value, but is the same as an underhand deed. The biggest problem that arises is the debate about the validity of the deed made in the cybernotary system. There are also those who state that the cyber notary is contrary to the governing principle, or *Tablelionis Officium Fideliter Exercebo*, which means that the notary must act in a traditional way. In fact, cyber-notaries have existed since 1995, but have been hampered by the lack of an adequate legal basis.

**Keywords:** *Tablelionis Officium Fideliter Exercebo*, Cyber Notary, Notary Office Act, Authentic Electronic Document

## Introduction

In practice, in this era of globalization, it is easier for people to carry out activities, especially in the advanced notary service business with the help of Cyber.[1] In order to provide security, order and legal protection to the parties and notaries involved in the use of these services, it is necessary to apply laws and regulations in Indonesia related to the deed to be signed. Article 1 Paragraph (1) of the Notary Office Law (UUJN) states that a notary is an official authorized to make notarial deeds and other powers specified in this Law (UUJN). As a general acting, a notary is not a civil servant or government official and does not receive a salary from the government, although he has the right to use the Garuda bird symbol. The notary's position remains neutral by providing legal advice and legal actions that do not cause problems for the client or other parties in the future.[2]

According to the UUJN, a notary is an official who has the right to provide information specified in this law and other laws. Notary deed is an authentic deed drawn up before a notary in the manner or form stipulated in this law. In fact, according to the law, authenticity is usually understood only when the process of producing information is carried out according to strict procedures. Generally, legal experts say that authentic information can only be found in authentic documents.

The rapid development of information and communication technology (ICT) has influenced and changed the order of social life, one of which is forming an information society through the internet. Today's company activities require us to adapt to ICT. One of them is by holding the GMS

electronically. The implementation of the electronic GMS is regulated technically in OJK Regulation No. 16/POJK.04/2020 concerning the Electronic General Meeting of Shareholders of Public Companies. The regulation also emphasizes that electronic GMS minutes must be made in notarized form by a Notary. So this gives the Notary the authority to make deeds whose activities are in digital form. In the world of notaries themselves, they have actually tried to open themselves to ICT advancements, but notaries have so far continued to carry out their duties in accordance with UUJN and adhere to the principles of the *Tablelionis Officium Fideliter Exercebo* (a notary must work traditionally). With the clash between ICT and traditional progress, will there be a problem with the deed made by a notary.

Even though a notary is a public official because in his duties he carries out some of the duties and obligations of the government, a notary is not a civil servant as defined by the laws and regulations governing staffing. The notary is appointed by the government, but the notary does not receive a salary and pension from the government. The notary's income is obtained from the honorarium of his client. The authority of a notary in Article 15 UUJN is classified into two types, including: 1. The authority of a notary listed in the Law on the Office of a Notary; and 2. The authority of a notary listed in other laws. In UUJN there are eleven things that can be implemented, namely: To make 1. Authentic deed, 2. Guarantee the certainty of the date of making the deed, 3. Save the deed, 4. Provide grosse, 5. Copy of deed, 6. Quote deed, 7. Legalization of deed below hand, 8. Waarmeking, 9. Making a copy of the original letter under the hand, 10. Confirmation of the suitability of the photocopy with the original letter, and 11. Legal counseling.

The legal activities of a notary are regulated clearly in accordance with the authority of the UUJN notary, which includes: preparing documents for all actions, agreements and regulations required by laws and regulations and/or required by the parties to include in a deed, guaranteeing the certainty of the date of the letter[3], keep the deed, provide Gross, copy, transcript and excerpt of the deed (UUJN Article 15 paragraph 1). According to Article 1868 of the Civil Code, an Authentic Deed is a letter made in a form determined by law by or before the authorized body from where the letter was made.[4] Legalization, namely confirmation of the signature and determination of the certainty of the date of the private deed by entering it in a special book (Article 15 Paragraph 2a UUJN).[5]

Cyber notary is another term we know for a notary who uses electronic information technology to fulfill his duties and responsibilities. The notary, who usually works as usual, immediately invites the parties to make or sign an authentic deed. In contrast to the cyber notary which operates in cyberspace without spatial or temporal restrictions to authenticate documents and perform other tasks such as: electronic signature of documents and public meetings via teleconference.

Based on Article 44 UUJN which states that "after reading the deed, every appearer, witness and notary must sign the deed". It was explained that the parties and the notary faced each other to make an authentic deed, after which the notary read the authentic deed and signed the deed of the parties. Over time, the concept of cybernotary has changed from a traditional signature to an electronic signature.[6]

The Civil Code explains about an authentic deed that a notarial deed can become an authentic deed if it fulfills the conditions stipulated in Article 1868 of the Civil Code, including:

1. The deed must be completed in accordance with the forms and procedures required by law;
2. Deed made and/or performed in the presence of an official;
3. Officials shall be authorized to do so.

In addition to the limitation or extent of the authenticity of the deed according to Article 1868 of the Civil Code, there are legal sanctions that affect the evidentiary value of the deed if the notary violates these regulations.[7] The strength of proof connecting a complete and authentic letter is a combination of various strengths of the deed. If one of these authorities is not fulfilled, then an

authentic deed does not have a complete and binding evidentiary value.[8] The strength of evidence for an authentic deed is as follows: (1) Strength of formal proof, namely evidence that the parties explain what is in the deed, (2) Strength of material evidence, namely evidence between the parties that the incident really happened based on what is in the deed, and (3) The strength of the outgoing evidence is evidence between the parties and a third party that the official was present at his desk on the day in question and explained what was written in the deed.

Indonesia is currently in the era of information and communication technology (ICT) which focuses on the introduction of cyberspace through the internet and communication using electronic media without using written media.[9] If you look at the developments of other countries, such as Common Law and Civil Law, this has further strengthened the duties and roles of notaries in their electronic transaction affairs activities.[10]

In the age of technology, people have to adapt to these changes very quickly. In order to adapt to sustainable developments, the law must always compensate through positive statutory changes. Although the field of law continues to experience changes as a result of these developments, in reality the law is still lagging behind. The delay also affected advocates, especially the notary profession. One of them is the lack of legal certainty regarding notarial deeds made electronically by a notary. This is because there are no laws and regulations that specifically regulate the making of notarial deeds by notaries electronically.

The advantages of electronic notarial deeds lie in time and cost efficiency. The use of information technology brings many benefits to society, but it also raises several problems, especially in legal matters. But also in Law no. 40 of 2007 (hereinafter referred to as "UUPT"), where the general meeting of shareholders as referred to in Article 77 Paragraph (1) of the Limited Liability Company Law (hereinafter referred to as "RUPS") does not only conflict with the juridical provisions in Article 16 Paragraph (9) from the UUJNP Legislation regarding the presence of a notary, parties and witnesses.

In addition, the section governing the implementation of cybernotary, ie. Article 15 paragraph 3 UUJN, contradicts Article 16 paragraph 1 point m, which requires the parties to appear before a notary and the parties must immediately sign it. . The personnel factor is also one of the obstacles to the introduction of cyber notaries. If one looks more broadly at the information and electronic transaction articles contained in the Notary Law and the Company Law, it turns out that apart from the conflicting articles, the legal content in each article cannot be synergized with one another so that the use of the cybernotary method in matters made by a notary is narrowed.

In Indonesia, this requirement is enforced by Law no. 11 of 2008 concerning Information and Electronic Commerce (UU ITE) which opens the widest possible opportunities for the use of information technology. In this case the Notary must exercise his powers based on UUNJ to maintain legal certainty for the parties. Notaries must understand the principle of *Tabellionis Officium Fedeliter Exarcebo*, meaning that notaries work traditionally where notaries work conventionally, carrying out concrete actions without other supports such as the internet.[11]

Electronic certifications are usually used for security reasons. This offers many advantages of e-certificates, such as minimizing counterfeiting, which has also been implemented in certificate issuance and management services. In the Electronic Information and Transaction Law Number 19 of 2016, Law Number 11 of 2008, it is explained that the definition of electronic certification is an electronic certification that contains electronic signatures and identification marks of the parties in electronic transactions issued by suppliers of electronic certification.

## Research Methods

The research method is an activity that is used to obtain actual data and can be accounted for by describing the collection and analysis activities in detail. The basis of scientific activities is on methods, systematics, and certain thoughts to study one or more legal phenomena by analyzing and examining these legal facts.[12] Then try to find a way out. In essence, this research arises from the desire to know in humans in fostering and developing knowledge, including the science of law. This research is a descriptive research type of normative legal research. Normative legal research is research conducted by examining library materials or secondary data. Therefore, this study examines and analyzes the appropriate legal principles and theories to guarantee legal certainty regarding the e-RUPS deed made by a Notary according to the *Tablelionis Officium Fideliter Exercebo* principle.[13] The research method used is a normative juridical approach, through the writing of literature which is carried out by searching for secondary data using primary, secondary and tertiary legal materials. The data obtained were analyzed qualitatively normatively by describing and interpreting the data based on principles, norms, theory/doctrine of law science, especially the Principle of *Tabellionis Officium Fideliter Exercebo* Related to Cyber Notary. The approach used is to use a statutory approach (The Statute Approach) and a conceptual approach (Analytical and Conceptual Approach).[14] The statutory approach is used to analyze various laws and regulations related to the *Tablelionis Officium Fideliter Exercebo* Principle Regarding Cyber Notary while the conceptual approach is used to analyze and study comprehensively the concept of cyber notary. The data collection technique used in this study is through the documentation method, namely the method of finding data about things in the form of notes, transcripts, books, newspapers, magazines, inscriptions, minutes and so on. The documentation method in question is collecting data by quoting or copying from written sources that are kept as documentation related to this research.

## Results and Discussion

### Understanding the Principle of *Tablelionis Officium Fideliter Exercebo*

The development of computer technology is currently increasingly sophisticated, this sophistication is evidenced by the existence of electronic media that can display writing in the form of articles or letters which we know as e-mail.[15] Electronic mail makes it very easy for us to do something, be it a notification or even an agreement. But notaries cannot record in this modern way, because they violate the principle we are discussing.

This principle states that a notary must work traditionally. The point is that a notary must work in a conventional way, namely making letters or deeds in real terms, not through the internet. Traditionally, a notary must be present in the deed he makes. In addition to the notary, the parties who draw up a deed or an agreement must also be present along with the required witnesses.[16]

Thus, even though times have advanced, a notary must still work in a traditional way. This aims to avoid disputes in the future. By working with a notary in a traditional way, the deed or letter made cannot be duplicated or forged because it has been recorded with a different number. In civil law, authentic words are perfect evidence so that they have binding legal force and no longer need to be proven. Therefore a notary must be very careful in working in a way that maintains the traditional way.[17]

Legal certainty will be obtained from this principle. There is uniformity for every existing notary, because they are not allowed to take actions outside of these principles. Notaries must uphold this principle. If you do not carry out this principle, you will be subject to sanctions and all legal actions, whether in the form of making a deed or agreement, are not recognized and have no legal force.

This will impact on the reputation of the notary. If you have problems as a state official, you will be sanctioned by a notary code of ethics. Such violations can be subject to sanctions in the form of warnings, fines, or revocation of permits as state officials.[18]

President Susilo Bambang Yudhoyono has ratified Law No. 2 of 2014 concerning amendments to Law No. 30 of 2004 concerning the Position of Notary, with the enactment of the new UUJN on January 17, it is hoped that there will be progress in a better direction, especially in the field of regulation of the notary profession. Notary as a state official has a very important position. The community used to recognize agreements based more on trust, but in modern times they feel legal certainty from transactions Within the scope of the duties of executing a Notary's position[19], Making proof desired by the parties for a specific legal action, and this evidence is at the legal level Civil, and that the Notary made the deed since the parties who presented requested it. The Notary will not make any deed without a request, and the Notary will make a deed based on evidence, information, or statements of the parties stated, explained, or shown to or before the Notary.

Furthermore, the Notary framed it in the form of a Notary deed while still adhering to legal rules or procedures for making deeds and legal rules relating to the legal action in question as outlined in the deed made increasingly important so that it is carried out in writing and even comes before a person notary to make an authentic deed.[20] In carrying out the duties of his position, a notary must always adhere to his principles, which Eddy O.S. Hiarij calls it the *Tablionis Officium Fideliter Exercebo*, which means that a notary must carry out his duties in a traditional way.

Strictly speaking, the purpose of this principle is so that notaries can maintain formal correctness which is the responsibility of the position they hold. The development of the term cybernotary with electronic deeds as one of its types raises concerns about the existence of the principle of *Tabellionis Officium Fideliter Exercebo* (the principle that requires a notary to work traditionally)[21], which lives in the profession and a notary deed which is something that becomes the basis for legal action taken by a notary in carrying out their duties and powers. The deed made by a notary as a public official is an authentic deed, Article 1 number (7) of Law Number 30 of 2004 concerning the Office of a Notary, formulates that a notary deed is an authentic deed made by or before a notary according to the form and procedure that has been established by law. The government has agreed and the president has ratified the new UUJN, namely Law No. 2 of 2014 concerning amendments to Law No. 30 of 2004 concerning Notary Offices with the new law having given fresh air to the implementation of the cyber notary concept, there have been provisions in the Elucidation Article 15 paragraph (3) regarding other notary authorities, namely certifying transactions carried out electronically (cyber notary).

### **Cyber Notary in Indonesia**

The rapid growth of information and telecommunications technology has resulted in an increasingly broad range of services that make use of current telecommunications infrastructure as well as increasingly powerful computer products capable of integrating all types of information. This state creates the phenomena of electronic systems, which can be utilized to develop, process, analyze, display, transmit, or disseminate electronic information. So anyone can provide information about anything, including information about selling a good or service, using this information technology; if anyone is interested in having a product or service offered, an electronic transaction can be made. Observing developments in various countries, both with common law and civil law models, many countries have strengthened the function and role of their notaries in electronic transactions.

Therefore, like it or not, Indonesia must also stimulate the implementation of its notary services in electronic transactions and even carry out the implementation of the notary services themselves electronically.[22] In Indonesia, this demand has become even greater after the enactment of Law

no. 11 2 of 2008 concerning Information and Electronic Transactions (UU ITE) which opens the widest possible opportunity for the use of information technology. Even though there are many benefits in terms of facilitating the implementation of notary work, there are several problems when implementing cyber notary which are common in all countries that have implemented it.

Cyber Notary is another term that we are familiar with from Notaries who utilize electronic-based Information Technology in carrying out their duties and functions. The opposite of a Cyber Notary that works through cyberspace without any space and time barriers so that it can make authentic deeds and other tasks. CA (Certification Authority) or PsrE (Electronic Certificate Organizer) in the Regulation of the Minister of Communication and Informatics of the Republic of Indonesia Number 11 of 2022 concerning Governance for the Implementation of Electronic

Certification is an electronic certificate operator whose aim is to provide certificate and digital signature services that are efficient, safe and practical for Indonesia's digital ecosystem. This legal basis is considered sufficient for some notaries to do notary work electronically. The definition of physical presence in the law also no longer means being in the same old-fashioned way, but it should also mean being present via video conference.

The industrial revolution 4.0 has given birth to extraordinary advances in digital technology and has created society 5.0 and even encouraged the emergence of metaverse technology. Such an advanced transformation of digital information technology has created and created convenience for humans in carrying out their duties, authorities and activities. The transformation of digital technology has changed all lines of human life including legal, business, documenting deeds, legality, agreements and other aspects. Today's digital transformation has become an inevitable necessity, including for notary officials as public officials.

The government as a regulator and supervisor must respond quickly to advances in digital technology to respond to advances in digital information technology and its relation to legal and statutory activities. In the notary context, digital transformation has become a necessity in the practice of carrying out the duties of a Notary's position because IT has provided convenience in the duties and powers of a notary including in holding GMS by using the digital platform provided by the e-RUPS organizers.

GMS digitally allows shareholders to hold meetings at the same time even though they are in different places and far apart. Organizing GMS online, known as e-RUPS, requires a strong juridical basis, accompanied by legitimate procedural parameters and provisions. The implementation of the GMS digitally must not conflict with the provisions of the formality that must be followed in the form of the procedures for holding a General Meeting of Shareholders (GMS) by a Public Company.

The development of the cyber notary concept, which is an important and inseparable part of the development of digital technology transformation, is highly dependent on regulations or rules for carrying out the duties of a Notary's position using various digital technology media, such as zoom cloud meetings, teleconferences, video conferencing, or more sophisticated digital media facilities others like the metaverse. The spectacular industrial revolution requires all stakeholders to make a paradigm shift (shifting paradigm) with a well-literate level in digital information technology, both the government, entrepreneurs and notaries.

Regarding companies, the Job Creation Law has brought about new changes in company regulations, the materials of which must be disseminated by the government (Ministry of Law and Human Rights) to the public, especially notaries and business actors. For entrepreneurs, digital GMS activities certainly make it easier and more efficient for business practices and company legality. At this level, KADIN's views and constructive thoughts are very important in the current era of digital transformation related to digital GMS, e-commerce, and other legal aspects of business.

PrivyID's own digital signature has received certification from the Ministry of Communication and Informatics as the organizer of electronic signatures and certification. Thus, PrivyID's digital signature has legal power and legal consequences because it has fulfilled the requirements stipulated in the ITE Law and PP no. 82. In addition, PrivyID is also registered with Bank Indonesia as one of the financial technology supporting providers. PrivyID's digital signature can already be used as evidence in court, because behind it is a digital certificate containing the official identity of the owner of the signature. So that notaries can start using digital signatures in preparing and validating deeds with their clients.

Cyber notary is a form of adaptation of the way a notary works, from what was originally done conventionally to digital, by following existing technological developments.[23] In other countries, the application of cyber notary has been widely recognized and used in notary institutions. One form of application that has been widely recognized is the use of digital signatures. America is one of the countries that has massively implemented this technology. Reporting from *blend.com*, the implementation of cyber notaries has increased rapidly to 547% in 2020. Then what about Indonesia?

In Indonesia, cyber notary is still a new thing. It is still very difficult to find notary offices that have implemented this digital technology. The majority still apply a conventional system, in which all document management is done manually on paper and meets face to face. It's no wonder that many people still feel unfamiliar with this.

Implementing cyber notary is not an easy thing. The work of a notary who always intersects with legality documents and is bound by applicable laws and regulations, forces a notary official to always pay attention to every existing rule. That is why the application of cyber notary must be based on a strong legal basis and certainly requires systemic support. Unfortunately, Indonesia is still considered not to have a strong legal basis. Systems and preparations that are not as well established as other countries ultimately become a source of doubt for notaries who want to decide to apply cyber notary. This condition then raises questions from various parties about Indonesia's readiness to implement it.

Even though it is slower and the regulatory system is not yet well established in other countries, the system in Indonesia is moving towards realizing comprehensive support for the cyber notary system. The dynamics of this change can be seen from the increasingly frequent discussion of cyber notaries in various forums and congresses of Indonesian notaries. Even government officials have been voicing their support for the implementation of cyber notaries in Indonesia for the past few years.

One of the real indicators of the existence of support for the implementation of cyber notaries in notary offices can be seen from the creation of the system and its legal basis. The Ministry of Information and Communication inaugurated the Electronic Certification Organizing Agency (PSrE) to provide legality for Electronic Signatures (TTE). This can be the basis for implementing cyber notary, especially in making digital signatures. Not only that, electronic information and/or electronic documents and/or printouts are valid legal evidence, as described in Article 5 paragraph (1) of Law No. 11 of 2008.

Reflecting on other countries that have implemented this system, the work of a notary can actually be done more practically and easily. The impact is not only being felt by notary officials, but also by the people who find it easier to get the services they need without spending as much time as before. It is conceivable if the signing of the notarial deed could be done digitally. If the system can be realized, clients of the notary's office can sign documents remotely, without having to come directly to the notary's office and wait in long queues. The system will create efficiency in terms of

processing time, operational costs that exist in conventional systems. However, is it possible to implement it? Of course it's very possible.

Although slowly, in fact various legal rules that support digital signature systems are starting to be implemented. In fact, this has already been implemented massively in government institutions. If you pay attention, now various population documents such as birth certificates or family cards already use digital signatures. Government officials no longer need to manually sign documents. The signature given is now encrypted in the form of a barcode. This is clear evidence that implementing cyber notary in notary offices is not impossible. Among other things, one cannot guarantee the identity of the party in the certificate is genuine because it is very easy to forge, it is very possible for fraud to occur, not meeting face to face with a notary is also a problem, it is possible to destroy evidence in the event of a dispute, and it is very vulnerable to interception, in this case cybercrimes occur.

Essentially, there are various rules and regulations that allow notaries to use information technology in the exercise of their authority, such as Company Documents Law No. 8 of 1997 and the Electronic Information and Transaction Law (ITE).[24] However, several laws and regulations, such as the Civil Code, find it difficult to accept the concept of cyber notary. An authentic deed is part of the evidence that must meet certain conditions under the Civil Code. Failure to meet these conditions will have an impact on the strength of the evidence. The invalidity of a notarial deed is unquestionably contradictory to UUJN regulatory standards, which require a notary to provide a deed capable of creating legal clarity and providing maximum protection to the parties. Because of the tight relationship between the UUJN and various laws and regulations, the concept of modifying the law is critical to consider when revising the UUJN.[25]

Putri and Budiono conducted research on the conceptualization and opportunities of the cyber notary concept as one of the other notary authorities, as stated in the explanation of Article 15 paragraph (3) of Law Number 2 Year 2014 concerning Amendments to Law Number 30 of 2004 Concerning the Position of Notary (UUJN).[26] The notion of cyber notary can be viewed as a mechanism for notaries to carry out their duties and authority by using electronic (cyber) institutions, although this authority only relates to the authority to certify electronic transactions.

Opportunities for the cyber notary concept can be considered when making the deed of the results of the General Meeting of Shareholders in accordance with Article 77 of Law Number 40 of 2007 about Limited Liability Companies and keeping Notary protocols in electronic form. UUJN, which has not opened up chances for making deeds through electronic media, continues to limit the use of cyber notaries. Indrajab (2014) conducted study to assess the legal position of electronic deeds as cyber notaries in notary practice, as well as to determine the existence of the *Tabellionis Officium Fideliter Exercebo* principle with the implementation of the concept Electronic Deed.

Based on the research, it is possible to conclude that the legal status of electronic deeds in Indonesia has not yet been recognized; there is no law governing authentic deeds made electronically, so electronic certificates cannot be stated as a deed with the power of proof as an authentic deed but is a private deed. Until now, laws and regulations have not provided an opportunity for the implementation of electronic certificates in Indonesia. The principle of *Tabellionis Officium Fideliter Exercebo* which states that notaries must work traditionally is still maintained today.

In practice, notaries tend to support maintaining the existence of the principle of *Tabellionis Officium Fideliter Exercebo*, in this case the making of authentic deeds. Another potential is the possibility of problems occurring regarding the validity of the signature of the GMS is scan to scan or digitalization which is contrary to the provisions in Law No. 30 of 2004 as amended in Law no. 2 of 2014 concerning the Position of Notary

("UUJN") which requires the physical presence of the appearer before the notary, if this is violated it will have the following consequences:

1. An authentic deed will have the status of a private deed.
2. In the future, service users will file a lawsuit against the notary.
3. Sanctions that a notary may face for failing to carry out directives in line with notary office law

Cyber notary institutions are a groundbreaking legal innovation that is being implemented to meet legal needs in society, particularly for Notaries in the globalization era, but these cyber notary institutions still have shortcomings in terms of meaning to conceptualization and opportunities for making Deeds through cyber notary institutions.

A cyber notary is defined as a notary who performs his or her duties or authority using digital technology that is relevant to the duties and functions of a notary, particularly when making deeds.[27] The concept of a cybernotary is to use technological improvements to assist notaries in carrying out their daily activities, such as document digitization, electronic signing of deeds, and implementation.

Teleconference General Meeting of Shareholders (GMS), and other related topics. This topic elicits a range of reactions, with some in favor and others opposed. The fundamental issue that arises is the disagreement over the legality of the deed created in the cyber notary work system. Some argue that the cyber notary violates a previously held principle, namely the *Tablelionis Officium Fideliter Exercebo* principle[28], which states that a notary must work in a traditional manner. There are numerous titles used to characterize a notary's use of technology in carrying out his duties, such as e-notary, and those who prefer the term cyber notary, which is a notion that is frequently advanced in Indonesia.

The name "cyber notary" is considered improper in Indonesia, a country that has inherited the Continental European heritage. According to the literature explaining its history, the terms cyber notary and electronic notary appear to have evolved from two distinct concepts, namely the term "e-notary," which was popularized by legal experts from countries that inherited Continental European traditions, and the term "cyber notary," which was popularized by experts.

Thus the use of the term electronic notary or e-notary in Indonesia as a country that has inherited the Continental European tradition is felt to be more appropriate. Research conducted by Leslie Smith suggests that the term "electronic notary" was rolled out by the French delegation in the Trade Electronics Data Interchange System (TEDIS) legal forum workshop at the EDI Conference organized by the European Union in 1989 in Brussels. The essence is that there is a party that provides an independent record of an electronic transaction carried out by the parties. While the term cyber notary according to Stephen Mason was originally the idea of the American Bar Association Information Security Committee (1994).

The *Tablelionis Officium Fideliter Exercebo* principle is still followed in Indonesia's legal system, as seen by the Civil Code, the Notary Office Law, the Electronic Information and Technology Law, and the Limited Liability Company Law. A notary's use of the *Tablelionis Officium Fideliter Exercebo* Principle reflects the Civil Code, the Notary Office Law, the ITE Law, and the Limited Liability Company Law. In the practice of notary legislation today, the association between the *Tablelionis Officium Fideliter Exercebo* Principle and the concept of cyber notary does not clash, and even promotes and supports the making of deeds by a notary.

## Conclusion

One approach to implementing cyber notary in Indonesia is to use restrictions on the use of technology to maintain the validity of an authentic deed so that it remains in line with the meaning of a notary being a public official. Cyber Notary cannot remove the duties of a notary who maintains the integrity of the product he produces as complete evidence. However, in order for an authentic electronic document containing an electronic signature to be used as evidence in a civil trial, it is not complete evidence and has evidentiary value, but is the same as an underhand deed. The most serious issue is the argument over the legality of the deed performed in the cybernotary system. Some argue that the cyber notary violates the governing principle, or *Tablelionis Officium Fideliter Exercebo*, which states that the notary must act traditionally. In fact, cyber-notaries have existed since 1995, but have been hampered by the lack of an adequate legal basis. Cyber notary itself is a concept that utilizes technological developments to enable notaries to carry out authentic deeds and carry out their duties in cyberspace every day. For example: signing documents electronically and holding a General Meeting of Shareholders via teleconference. In accelerating the existence of discourse in the application of cybernotary so that it goes according to the discourse, three theories are needed, namely the theory of legal protection, the theory of legal certainty, and progressive theory, in this case the author suggests the existence of regulations that serve as technical guidelines as a legal umbrella for notaries when making deeds through the media electronic. The purpose of Cybernotary is to facilitate the performance of a notary which was originally done conventionally in making deeds. When a notary is faced with legal certainty in implementing cybernotary, it is the responsibility of the notary, the parties, the government to find a solution so that this application can be realized quickly so that the parties do not need to spend money and time to deal conventionally with a notary. Interestingly, this research must be continuously reviewed in order to find out the facts why implementing cybernotari is difficult to implement.

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