

Legal Force of Electronic Signatures as a Valid Evidence in Authentic Deeds

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Abstract. *The Legal Power of Electronic Signatures as Valid Proof of Authentic Deeds, becomes a problem because the Notary Law has not explicitly regulated the authority of notaries in using electronic signatures for authentic deeds, although the Electronic Transactions and Information Law has recognized the validity of electronic signatures. This study aims to analyze: 1) the legal power of electronic signatures as valid proof of authentic deeds according to the Notary Law and the Electronic Transactions and Information Law 2) the resolution of normative conflicts regarding the legal power of electronic signatures as valid proof of authentic deeds between the provisions of the Notary Law and the Electronic Transactions and Information Law. The approach method in this study is the statute approach. This type of research is normative research. The types and sources of data in this study are secondary data obtained through literature studies. The analysis in this study is prescriptive. The results of the study show that the Legal Power of Electronic Signatures as Valid Proof of Authentic Deeds According to the Notary Law and the Electronic Transactions and Information Law, in making authentic deeds still requires wet signatures and the physical presence of the parties before the notary, based on the explanation of Article 15 paragraph (3) of the Notary Law is not in line with Article 16 paragraph (1) letters m and c of the Notary Law. Article 16 paragraph (1) letters m and c concerning the authority of the notary in paragraph (1) can cause problems regarding the authenticity of the deed in the application of electronic signatures. Therefore, the use of electronic signatures on partij and relaas deeds still does not have its validity. The resolution of the conflict of norms regarding the legal force of electronic signatures*

as a valid evidentiary force in authentic deeds between the provisions of the Notary Law and the Electronic Transactions and Information Law requires a comprehensive approach so that the use of electronic signatures in making authentic deeds can be widely accepted and provide legal certainty for all parties involved by prioritizing the principle of lex specialis, and carrying out conformity between the Notary Law and the Electronic Transactions and Information Law.

Keywords: Legal Power, Signature, Authentic Deed.

1. Introduction

The development of positive law in Indonesia lags behind the development of the current digital era. So that there is an impact on providing legal certainty to the community. One of them is the service provided by Notaries related to their duties and authorities as public officials in providing services to the community. This is marked by the emergence of the term Cyber Notary. Cyber notary aims to facilitate or accelerate the implementation of the duties and authorities of Notaries in making authentic deeds regarding all acts or agreements or provisions required by law or what is desired by the interested parties to be stated in an authentic deed.¹

Notaries have an important role and function in the legality of transactions in Indonesia, even notaries are also referred to as trusted third parties in electronic transactions (trusted third parties). Based on Law No. 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notaries (hereinafter referred to as UUJN). The expansion of the function of Notaries in electronic transactions and the implementation of their positions electronically is the term cyber notary for modern notaries who use computer systems.

Notaries in carrying out their duties on an information technology basis, based on the Explanation of Article 15 paragraph (3) UUJN, namely "In addition to the authority as referred to in paragraph (1) and paragraph (2), Notaries have other authorities regulated in statutory regulations." In the case of other authorities, this is the authority of a notary to certify transactions carried out electronically (Cyber Notary), make deeds of waqf pledges, and airplane mortgages. Therefore, the results of this certification can categorized into electronic documents. Where the document must fulfill the elements in Article 1868 of the Civil Code concerning the authenticity of the deed.

¹ Ikhsan Lubis, Peran Notaris Dalam Penyelenggaraan RUPS Elektronik Terkait Cyber Notary, Webinar Zoom Meeting yang diselenggarakan Indonesia Notary Community (INC) bersama Perna Sarana Informatia (PSI), Pada Tanggal 16 Desember 2020

Article 44 paragraph (1) UUJN explains that the affixing of a signature on a deed must be stated explicitly in the deed section. The affixing of a signature is one of the series of deed formalization (*verlijden*). This statement is given at the end of the deed. The affixing of a signature on a deed means providing written information and statements, namely what is written above the signature.²

According to Article 1 number 12 of the ITE Law, the definition of an electronic signature is "An Electronic Signature is a signature consisting of Electronic Information that is attached, associated or related to other Electronic Information that is used as a means of verification and authentication" In electronic transactions, the use of electronic signatures (digital signatures) is starting to replace signatures on paper. Electronic signatures are very much needed in maintaining the authenticity of an electronic document. Electronic signatures have a broader scope of understanding that includes all electronic authentication methods, one of which is a digital signature.³

UUJN has not explicitly regulated the authority of notaries in using electronic signatures for authentic deeds. Although the ITE Law has recognized the validity of electronic signatures, there are no regulations that clearly regulate the validity of electronic signatures in the context of making notarial deeds. This creates legal uncertainty that can hinder the trust and validity of electronic legal documents. The absence of clear provisions on the identification, authentication, and security of electronic signatures in notarial practice also raises concerns the level of document validity and the potential for more sophisticated forgery in the digital era.

Explanation of Article 15 paragraph (3) of the UUJN states: "What is meant by "other authorities regulated in laws and regulations" includes, among others, the authority to certify transactions carried out electronically (cyber notary), make a Deed of Waqf Pledge, and airplane mortgage". The above regulation contradicts Article 5 Paragraph (4) of Law Number 1 of 2024 concerning the second amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions which states that: "provisions regarding electronic information and/or electronic documents as referred to in paragraph (1) do not apply in cases regulated otherwise in the law". Meanwhile, based on Article 11 of the ITE Law, the evidentiary force of the electronic document signed with a digital signature is the same as the evidentiary force of an authentic deed made by an authorized public official.

From the statement between the Notary Law (UUJN) and the Electronic Information and Transactions Law (UU ITE), there is a debate that reflects a

² G.H.S Lumban Tobing, 1999, *Peraturan Jabatan Notaris*, Erlangga, Jakarta, hal.202.

³ Tan Thong Kie, 2007, *Studi Notariati : Beberapa Mata Pelajaran dan Serba-Serbi Praktek Notaris*, Ichtar Baru Van Hoeve, Jakarta, hal.159.

challenge faced in balancing technological developments with traditional legal regulations. To provide legal certainty and protect the rights of the parties involved, the equality between UUJN and UU ITE creates a conflict of norms in the digitization of authentic deeds. UUJN does not clearly regulate electronic signatures on authentic deeds. So, based on the description above, the author is interested in conducting further research with the title Legal Force of Electronic Signatures as Valid Proof of Authentic Deeds Between the Regulations of the Notary Law (UUJN) and the Electronic Information and Transactions Law (UU ITE).

2. Research Methods

The approach method in this study is the statute approach, this means that the researcher uses the Legislation as the initial basis for conducting the analysis.⁴ This type of research is normative research, namely legal research conducted by examining library materials or secondary data.⁵ The type and source of data in this study are secondary

3. Results and Discussion

3.1. Legal Power of Electronic Signatures as Valid Proof of Authentic Deeds According to the Notary Law (UUJN) and the Electronic Transaction Information Law (UU ITE).

Notaries have the authority to draft authentic deeds related to various actions, agreements, and decisions required by laws and regulations or requested by interested parties to be notarized. In addition, notaries guarantee the certainty of the date of the deed, store the deed, and provide copies, grosse, and excerpts of the deed, as long as the making of the deed is not assigned or excluded to officials or other parties determined by law. In carrying out their duties, notaries are under the supervision of the Ministry of Law and Human Rights (Kemenkumham). The main function of a deed is as evidence, and the evidentiary power of a deed can be divided into three categories:⁶

1. The Power of Proof of Birth
2. Formal Proof of Power
3. Strength of Material Evidence

From a proof perspective, deeds have several functions, namely:

1. The deed functions as a formality of power
2. The deed functions as evidence

⁴ Mukti Fajar dan Yulianto Achmad, 2015, *Dualisme Penelitian Hukum Normatif dan Empiris*, Cetakan Ke-3, Pustaka Pelajar, Yogyakarta, hal.185

⁵ Soerjono Soekanto dan Sri Mamuji, 2013, *Penelitian Hukum Normatif: Suatu Tinjauan Singkat*, Raja Grafindo Persada, Jakarta, hal 13.

⁶ Sudikno Mertokusumo, 2009, *Hukum Acara Perdata Indonesia*, Liberty, Yogyakarta, hal.162.

3. The deed functions as probatory power

Article 15 paragraph (3) of the 2014 UUJN, what is meant by "other authorities regulated in laws and regulations", includes the authority to certify transactions carried out electronically (cyber notary), make deeds of waqf pledges, and airplane mortgages. In the explanation of Article 15 Paragraph (3) of the UUJN, there is no explanation of what a cyber notary is or the implementation of a cyber notary or the requirements for implementing a cyber notary. Cyber notary offers a digital solution for notary services that are faster, more efficient, and in accordance with technological developments. Although regulations in Indonesia still need adjustments to fully support this concept, the use of electronic signatures and electronic deeds paves the way for the implementation of cyber notary in the future.

In the ratification of a deed, a signature is required to indicate approval, ratification, or validity of the contents of the document. The signature serves as proof of the identity and intention of the signing party, and provides legal force to the signed document. In a legal context, the affixing of a signature can be done manually using a pen, or electronically using a valid digital signature.

The legal force of an authentic deed is closely related to an electronic signature. The requirement for authenticity of a deed according to Article 1868 of the Civil Code is that it must be made before an official who shows that the deed was made at the request of a person that the signature on the deed must be conducted before an official.⁷ Types of notarial deeds are divided into two types, namely: Official Deeds or release deeds and Partial Deeds or Party Deeds. The difference between a Release Deed and a Partial Deed lies in the signature requirements. In a Release Deed, a signature is not a requirement, so that the interested parties can sign it or not. On the other hand, in a Partial Deed, the signature of the interested party is an important requirement for the validity of the deed.⁸

According to Article 1 Paragraph (12) of the ITE Law, an electronic signature is "a signature consisting of electronic information that is attached, associated, or related to other electronic information. TTE is used as a verification and authentication tool". Notaries have the opportunity to use electronic signatures in authentic deeds based on other authorities as stated in Article 15 paragraph (3) of the Notary Law, namely "What is meant by "other authorities regulated in laws and regulations" include, among others, the authority to certify transactions carried out electronically (cyber notary), make Deeds of Waqf Pledges, and airplane mortgages".

⁷ Herry Susanto, 2009, Peran Notaris Dalam Menciptakan Keputusan Dalam Perjanjian Dan Akibat Hukum Terhadap Kontrak Yang Tidak Patut ,Universitas Islam Indonesia, Yogyakarta, hal. 44

⁸ Bagus Khusfi Satyo , Akta Yang Dibuat Notaris Mengenai Perbuatan, Perjanjian, Dan Ketetapan", <https://www.kompasiana.com/hukumnotarisppat/652d6226ee794a34ef214712/apa-itu-akta-relaas-dan-akta-partij>, diakses tanggal 17 Oktober 2023 21:38 Diperbarui: 18 Oktober 2023 00:40 WIB.

Article 77 of the Limited Liability Company Law (UU PT) states that the implementation of the General Meeting of Shareholders (GMS) can be carried out in several ways, including video conferences, teleconference media, or other electronic media, which are possible for the participants of the Meeting. General Meeting of Shareholders (GMS) directly hears, sees and even participates in the General Meeting of Shareholders (GMS). The meeting participants are concerned with implementing the General Meeting of Shareholders (GMS) through teleconference. It is possible to make minutes of the meeting through electronic media. In reality, this is very difficult to do in terms of making a notarial deed because in the Law. Law No. 30 of 2004 concerning the Notary Position (UUJN) has not clearly regulated cyber notary. Not only regulated in the PT Law, the government also issued the ITE Law in the provisions of Article 1 number 12 of the ITE Law.

Article 11 paragraph (1) of the ITE Law states that the power of electronic document evidence signed using an electronic signature has the same power as a manual signature in general which has legal force and legal consequences. So it can be said that an electronic signature will be considered valid if it is in accordance with and in line with the provisions contained in Article 11 paragraph (1) of the ITE Law. Regarding the media used in using an electronic signature which is regulated in Article 1 number 4 of the ITE Law which is also called an electronic document, namely: "Electronic Information created, forwarded, sent, received, or stored in analog, digital, electromagnetic, optical, or similar forms, which can be seen, displayed, and/or heard via a computer or electronic system, including but not limited to writing, sound, images, maps, designs, photos or the like, letters, signs, numbers, access codes, symbols or perforations that have meaning or significance or can be understood by people who are able to understand them."

Electronic documents, when viewed from their position as evidence, are further regulated in Article 5 and Article 6 of the ITE Law, where electronic information or electronic documents are considered valid evidence if they use this electronic system in line with the provisions contained in the Law.

A signature or document that has been locked and its contents cannot be manipulated is called a digital signature. However, the creation of authentic deeds carried out online through electronics still has obstacles and barriers due to conflicting regulations that give rise to conflicting norms. The obstruction of the cyber notary concept is caused by formal requirements which require the presence of the parties before the Notary so that this shows that the formal requirements in making a notarial deed are cumulative and not alternative so that they must be met.

Article 16 paragraph (1) letter c, states that one of the various obligations of a Notary is to attach letters and documents, along with the fingerprints of the person appearing on the Minutes of the Deed. Article 16 paragraph (9) UUJN, "If one of the requirements as referred to in Article 6 paragraph (1) letter m

and paragraph (7) is not met, the Deed in question only has the power of proof as a private deed." The wording of the article has expressly stated that if the deed is not read by a Notary as regulated by law, this will have an impact on its evidentiary power, making the deed a private deed. In front of the person appearing, it means that the Notary has the obligation to advocate law by conveying the entire contents of the deed and that which relates to the parties whose names are listed in the deed, the Notary is tasked with reading the deed in front of the parties appearing with the aim is for the parties to be seen to have clearly understood the intent and overall contents of the deed as stated in the authentic deed.⁹

Based on Article 1 number 7, Article 16 paragraph (1) letter m and letter c of the Notary Law (UUJN), it is concluded that this notarial deed has perfect evidentiary power if the deed is made by or before a notary which will later be read before the parties and signed before the parties, witnesses and notary. And in carrying out his obligations, the notary must have the fingerprints of the person appearing. For this condition in the implementation of cyber notary or the making of notarial deeds electronically, this provision will not be fulfilled, thus the deed only has evidentiary power as a private deed as stated in Article 16 paragraph (9) UUJN.

In this case, it can be stated that the provisions in Article 77 paragraph (1) of the Limited Liability Company Law (UU PT) are in conflict with legal provisions, namely that the presence of a notary as stipulated in Article 16 paragraph (1) letter m of the Notary Law (UUJN) and in Article 16 paragraph (1) letter c, a notary is required to attach letters and documents, accompanied by fingerprints by the parties to the minutes of the deed, and if we look more closely, there are restrictions on the making of notarial deeds electronically, which are regulated in Article 5 paragraph (4) of the Electronic Information and Transactions Law.

The application of information technology in the creation of deeds carried out electronically, if referring to Article 5 paragraph (4) of the Law The Electronic Information and Transactions Law (UU ITE), states that "provisions regarding electronic information and/or electronic documents as referred to in paragraph (1) shall not apply in cases regulated otherwise in the law". This notarial deed is designed using this electronic notary deed and does not have legal force as valid evidence based on the Electronic Information and Transactions Law, thus the authenticity of the deed by this notary cannot be fulfilled. Thus, electronic signatures still cannot be used in party deeds, this is because there are problems in digital signatures which must be proven with a valid and trusted digital certificate. Regarding the making of the deed, the certainty of time and place in carrying out the making of this deed. Thus, as long as these three

⁹ Merlyani, Dwi, 2020, Annalisa Yahanan, and Agus Trisaka. "Kewajiban Pembacaan Akta Otentik Oleh Notaris Di Hadapan Penghadap Dengan Konsep Cyber Notary." *Jurnal Ilmiah Hukum Kenotariatan*, no.1, vol, 9, hal.37.

elements cannot be fulfilled, this electronic signature still cannot be used.¹⁰

A notary who will make a deed must be guided by Article 15 of the Notary Law (UUJN) which regulates the authority of a notary. So that the legal consequences of using a digital signature on a notarial deed if referring to Article 1869 BW, which states that a deed cannot be enforced as an authentic deed, either because the relevant public official is not authorized or incompetent or because of a defect in its form only has the power as a private writing. Thus, as long as this Notary Law has not expressly regulated the implementation of the digital signature used in a Notarial deed, this deed will have legal force in the form of a private deed.

Based on the description above, the legal force of electronic signatures as valid evidentiary force in authentic deeds according to UUJN and UU ITE, namely the making of authentic deeds still requires wet signatures and the physical presence of the parties before a notary, based on the explanation of Article 15 paragraph (3) UUJN is not in line with Article 16 paragraph (1) letters m and c of the Notary Law (UUJN). Article 16 paragraph (1) letters m and c concerning the authority of notaries in paragraph (1) can cause problems regarding the authenticity of deeds in the application of electronic signatures because notaries have an obligation where the deed made must be read and signed in the presence of both parties, the notary and also 2 (two) witnesses and the notary's deed is required to attach letters and documents, which are accompanied by fingerprints by the parties to the minutes of the deed. Therefore, the use of digital signatures on party deeds and release deeds still does not have validity, although in this release deed there is the possibility of making minutes of the General Meeting of Shareholders (GMS) made by a Notary. Meanwhile, the validity of electronic signatures in the ITE Law, documents signed electronically can be used as valid evidence, as long as they meet the requirements for the validity of electronic signatures. Article 5 paragraph (4) cannot be used as valid legal evidence in authentic deeds because the regulation is a general regulation that cannot be used by Notaries.

3.2. Resolving the Conflict of Norms Regarding the Legal Power of Electronic Signatures as Valid Proof of Authentic Deeds Between the Regulations of the Notary Law (UUJN) and the Electronic Information and Transactions Law (UU ITE)?

The Notary Law (UUJN) regulates the duties, tasks, authorities, responsibilities and legal provisions that must be complied with by Notaries as public officials in Indonesia. UUJN aims to guarantee legal certainty related to the creation of authentic deeds and various other legal documents. In Article 15 paragraph (3) of UUJN, namely "In addition to the authority as referred to in paragraph (1) and paragraph (2), Notaries have other authorities regulated in laws and

¹⁰ Tiska Sundani, 2017, Analisis Hukum atas Penggunaan dan Pembuatan Akta Notaris Secara Elektronik, Premise Law Jurnal , Volume 1, hal. 20

regulations." In terms of other authorities, it is the authority of notaries to certify transactions carried out electronically (Cyber Notary) making deeds of waqf pledges, and airplane mortgages. Cyber notary is a concept of using digital technology that is beneficial for the Indonesian people. This concept can provide convenience for not having to meet physically in a certain place for the parties before a notary. Cyber notary was initiated with the aim of giving authority to Notaries to carry out certification electronically, including electronic signatures carried out online.

In the deed of Release Article 77 of the Limited Liability Company Law (UUPT), it states that the implementation of the General Meeting of Shareholders (GMS) can be carried out in several ways, including video conferences, teleconference media, or other electronic media. Thus, it can be said that the preparation of minutes of meetings made by a notary can be done electronically if there is certainty that it takes place online and in real time where the parties can directly participate or can be said to see and hear the course of the meeting.¹¹

Article 60 paragraph (2) of the PP PSTE, this electronic signature is divided into 2 (two) parts, namely a certified signature and Uncertified electronic signatures. The main differences between these signatures lie in their validity, security, and identity verification process. Certified signatures provide stronger assurance and are legally recognized, while uncertified signatures carry higher risks and may not have weak legal force.

Proof is a presentation of legally valid evidence by each party in a case to a judge in a trial, with the aim of strengthening the truth of the arguments regarding the legal facts that are the subject of the dispute so that the judge can obtain a basis for certainty in making a decision.¹²

Between UUJN and UU ITE which regulate electronic signatures, there is a conflict of norms. A conflict of norms is a situation where there is a conflict between two or more legal norms that apply in one legal system or between different legal systems. This conflict arises when two different legal rules or principles provide conflicting solutions or guidelines for the same situation or case.¹³

Regarding electronic signatures, Notaries can use them with the opportunity to refer to Article 15 Paragraph (3) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Positions (UUJN). However, in the UUJN and the ITE Law there is a principle of *lex specialis derogat legi generali*. Where this principle states that special laws (*lex specialis*) will override or precede general laws.

¹¹ R.A. Emma Nurita, 2012, *Metode Penelitian Hukum : Cyber Notary Pemahaman Awal Dalam Konsep Pemikiran*, PT Repika Aditama, Bandung, hal.2.

¹² R.A. Emma Nurita, 2012, *Metode Penelitian Hukum : Cyber Notary Pemahaman Awal Dalam Konsep Pemikiran*, PT Repika Aditama, Bandung, hal.2.

¹³ Bahtiar Effendie, Masdari Tasmin, dan A.Chodari, 1999, *Surat Gugat Dan Hukum Pembuktian Dalam Perkara Perdata*, Bandung, Citra Aditya Bakti, hal. 50.

general (*lex generalis*) when there is a conflict or contradiction between the two. In other words, if there is a special rule that regulates something specifically {Article 5 paragraph (4) of the ITE Law}, then the general rule does not apply, and the priority is the special rule {Article 16 paragraph (1) of the UUJN}. Electronic signatures must be in accordance with and fulfill the requirements of Article 11 of the ITE Law so that their legal force and legal evidence are equivalent to an authentic deed as regulated in the UUJN. The principle of *lex specialis derogat legi generali* is included in the resolution of horizontal norm conflicts.

The theory of legal protection in the context of resolving horizontal norm conflicts aims to ensure that the rights of each individual and the interests of society can be protected fairly when there are two or more equal but conflicting legal rules. In horizontal norm conflicts, such as those resolved through the principle of *lex specialis derogat legi generali*, the resolution process must pay attention to legal certainty and justice for all parties involved. The method of resolving norm conflicts with the principle of *lex specialis derogat legi generali* is by¹⁴:

4. Identify conflicting norms
5. Determining which is *lex generalis* and *lex specialis*:
6. Application of the principle of *lex specialis*
7. consideration of judges or law enforcers

In dealing with cases related to electronic signatures, judges or law enforcers must conduct a thorough analysis of the provisions contained in the UUJN and the ITE Law, and consider aspects of legality, security, and legal responsibility. This is very important to ensure that the practice of using electronic signatures electronic can be legally recognized and provide adequate protection for all parties involved.

UUJN stipulates that authentic deeds must be made in the form of a deed signed before a notary, which generally includes a manual signature. On the other hand, the ITE Law recognizes electronic signatures as valid evidence, with the provision that electronic signatures have the same legal force as manual signatures, provided that they meet certain requirements. The conflict arises when electronic signatures are used in making authentic deeds that should be done before a notary and with a manual signature. Another solution that can be done in resolving the conflict is to update and synchronize the two laws.

Based on the description above, the resolution of the conflict of norms regarding the legal force of electronic signatures as valid evidentiary force in authentic deeds according to UUJN and UU ITE requires a comprehensive

¹⁴ Kusworo, 2019. *Manajemen Konflik dan Perubahan dalam Organisasi*. In: *Manajemen konflik dan perubahan dalam organisasi*. Alqaprint Jatinangor, Sumedang, hal.43.

approach, a comprehensive approach is a method that includes various aspects and perspectives in the analysis or problem solving, with the aim of obtaining a more comprehensive understanding and more effective solutions. This approach does not only focus on one element or factor, but considers various elements that are interrelated and interact with each other in order to create a legal system that is transparent, effective, and responsive to technological developments.¹⁵ Thus, it is hoped that the use of electronic signatures in making authentic deeds can be widely accepted and provide legal certainty for all parties involved. prioritizing the principle *lex specialis*, and to make the UUJN and ITE Law conform. With these steps, it is hoped that legal certainty and public trust in the use of electronic signatures in legal practice in Indonesia can be created.

4. Conclusion

Legal Power of Electronic Signature as Valid Proof of Authentic Deed According to (UUJN) and (UU ITE), in party deeds and also release deeds, the use of digital signatures still does not have validity, although in this release deed there is the possibility of making (RUPS) made by a Notary. Meanwhile, the validity of electronic signatures in the ITE Law, documents signed electronically can be used as valid evidence, as long as they meet the requirements for the validity of electronic signatures. Article 5 paragraph (4) of the ITE Law cannot be used as valid legal proof of authentic deeds because the regulation is a general regulation that cannot be used by Notaries. Resolving the Conflict of Norms Regarding the Legal Power of Electronic Signatures as Valid Proof of Authentic Deeds Between the Regulations of (UUJN) and (UU ITE), requires a comprehensive approach. Where this approach is a method that includes various aspects and perspectives in the analysis or problem solving, with the aim of gaining a more comprehensive understanding and more effective solutions. This approach does not only focus on one element or factor, but considers various elements that are interrelated and interact with each other, aiming to create a legal system that is transparent, effective, and responsive to technological developments. Thus, it is hoped that the use of electronic signatures in making authentic deeds can be widely accepted and provide legal certainty for all parties involved. involved. prioritizing the principle of *lex specialis*, and carrying out conformity between UUJN and UU ITE. To the Government or related ministries, such as the Ministry of Law and Human Rights, can issue implementing regulations explaining how electronic signatures can be used in authentic deeds, including verification and validation procedures to ensure the authenticity of electronic signatures, revise the provisions in the UUJN related to electronic signatures in the creation of authentic deeds and create more detailed

¹⁵ Darmiyati Zuchdi, 2010, Pendidikan Karakter dengan Pendekatan Komprehensif, UNY Press, Yogyakarta, hal.19

implementing regulations that regulate the mechanisms and procedures for applying electronic signatures to authentic deeds.

5. References

Journals:

Agustina Shinta dkk, 2010, Persepsi Aparat Penegak Hukum Tentang Pelaksanaan Asas Lex Specialis Derogat Legi Generali Dalam Sistem Peradilan Pidana, Laporan Penelitian, Padang: LPPM-Unand.
<https://ejournal.undip.ac.id/index.php/mmh/article/viewFile/11468/10227>

Dwi Merlyani2020, Annalisa Yahanan, and Agus Trisaka. "Kewajiban Pembacaan Akta Otentik Oleh Notaris Di Hadapan Penghadap Dengan Konsep Cyber Notary." Jurnal Ilmiah Hukum Kenotariatan, no.1, vol, 9.

Satyo Bagus Khusfi, Akta Yang Dibuat Notaris Mengenai Perbuatan, Perjanjian, Dan Ketetapan",<https://www.kompasiana.com/hukumnotarisppat/652d6226ee794a34ef214712/apa-itu-akta-relaas-dan-akta-partij,diakses> tanggal 17 Oktober 2023 21:38 Diperbarui: 18 Oktober 2023 00:40 WIB.

Sundani Tiska, 2017, Analisis Hukum atas Penggunaan dan Pembuatan Akta Notaris Secara Elektronik, Premise Law Jurnal , Volume 1.

T Wijaya, 2017, "Perlindungan Hukum Terhadap Akta Notaris Elektronik di Indonesia", Jurnal Hukum Bisnis, Vol 12, No.2. Sunarso Siswanto, 2009, Hukum Informasi dan Transaksi Elektronik : Studi Kasus: Prita Mulyasari, Rineka Cipta, Jakarta. T Wijaya, 2017, "Perlindungan Hukum Terhadap Akta Notaris Elektronik di Indonesia", Jurnal Hukum Bisnis, Vol 12, No.2.

Book:

Badruzaman Mariam Darus, 2001, Mendambakan Kelahiran Hukum Saiber (Cyber Law) di Indonesia, Pidato Purna Bhakti, Medan.

Effendie Bahtiar, Masdari Tasmin, dan A.Chodari, 1999, Surat Gugat Dan Hukum Pembuktian Dalam Perkara Perdata, Citra Aditya Bakti, Bandung.

Fajar Mukti dan Yulianto Achmad, 2015, Dualisme Penelitian Hukum Normatif dan Empiris, Cetakan Ke-3, Pustaka Pelajar, Yogyakarta.

Kusworo, 2019. Manajemen Konflik dan Perubahan dalam Organisasi. In: Manajemen konflik dan perubahan dalam organisasi. Alqaprint Jatinangor, Sumedang

- Lubis Suhrawardi K. 2006, Etika Profesi Hukum, Sinar Grafika, Jakarta.
Mertokusumo Sudikno, 2009, Hukum Acara Perdata Indonesia, Liberty,
Yogyakarta.
- Soekanto Soerjono dan Sri Mamuji, 2013, Penelitian Hukum Normatif: Suatu Tinjauan Singkat, Raja Grafindo Persada, Jakarta.
- Susanto Herry, 2009, Peran Notaris Dalam Menciptakan Keputusan Dalam Perjanjian Dan Akibat Hukum Terhadap Kontrak Yang Tidak Patut, Universitas Islam Indonesia, Yogyakarta.
- Tan Thong Kie, 2007, Studi Notariati : Beberapa Mata Pelajaran dan Serba-Serbi Praktek Notaris, Ichtiar Baru Van Hoeve, Jakarta.
- Tobing G.H.S Lumban, 1999, Peraturan Jabatan Notaris, Erlangga, Jakarta.
- Zuchdi Darmiyati, 2010, Pendidikan Karakter dengan Pendekatan Komprehensif, UNY Press, Yogyakarta.