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Legal Consequences of Notary Deeds Through the Validity of Electronic Signatures

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ABSTRACT

The advancement of contemporary society has ushered in an era of technological disruption, leading to a transformation in the understanding of many concepts, including legal principles. Electronic signatures, which serve as a substitute for manual signatures, are a product of contemporary technological advancements. A notary is a public official empowered to create legitimate documents, including the establishment of legal entities and other official acts under laws and regulations. This study aims to investigate the legal implications of notaries using electronic signatures for creating business documents in the context of PT or CV. The method used in this study is a normative juridical approach with a legislative focus and a literature review. The study results show that electronic or digital signatures can be used remotely to prepare GMS minutes signed by shareholders in public PTs. Juridically, using electronic signatures in notary deeds has consequences for the notary's legitimacy, power of proof, and responsibility. Legal harmonization between the UUJN and the ITE Law is necessary, as well as strengthening regulations to ensure that electronic signatures can be applied legally and safely in notarial deeds.

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INTRODUCTION

The development of the times has entered an era of technological disruption, leading to a shift in understanding. With the development of this technology, many things can be done more efficiently, through various digital platforms, information is now easily accessible and faster, including in the legal context. In humans as legal subjects, information technology has an impact, where the impact of information and electronic technology has made it easier for people to take legal action against each other without having to meet directly, thus allowing the legal process to take place faster and more efficiently.

Technological developments are now also affecting the world of Notaries by introducing electronic systems into Notary practice. As public officials, Notaries are expected to adapt to technological advances so as not to be left behind in the increasingly digital era. Therefore, it is crucial to examine the various opportunities and challenges faced by notaries today, where they are required not only to carry out their duties conventionally but also to master the use of information technology. (Rafferous Audia Lubis, 2022). With a technology-based system, document recording, archiving, and electronic signature validation can be completed faster and more securely. This is certainly a solution for notaries facing the demands of the times, prioritizing speed and accuracy in various aspects of life, including the legal field. The application of technology also enables Notaries to offer more flexible services, including online options that clients can access without visiting the Notary's office directly.

Despite being meticulously articulated in laws, rules, or other provisions, the rule of law becomes inconsequential if its implementation fails to align with the principles of justice or deliver societal benefits (Jaenudin Umar, Endang Sutrisno, 2022).

This is very important in terms of notarized deeds and the validity of electronic signatures, especially in establishing a PT or CV. We must ensure that applying this technology adheres to existing legal procedures and provides genuine protection for all parties involved. The rules regarding electronic signatures must be clear to avoid future disputes and ensure that the resulting deed retains the same legal force as a conventionally signed deed.

Notaries exist to fulfill the public's demand for accurate and reliable legal documentation. Article 1865 of the Civil Code (KUHPdata) stipulates that any individual asserting a right or referencing an event to substantiate their rights or refute the rights of others is obligated to provide evidence of the existence of such right or occurrence. To substantiate this, evidence as delineated in Article 1866 of the Criminal Code is required, encompassing documentary evidence, witness testimony, conjectures, inquiries, and other forms. (Hendra Kusuma, 2021). An authentic deed is a document created in accordance with specified legal requirements, regarded as definitive proof. Consequently, a genuine deed executed by a notary possesses significant legal authority, as it is conducted under the law by or in the presence of the designated public official at the location of execution. (Hartanti Sulihandri & Nisya Rifani, 2013).

In conjunction with legislative modifications on the digitalization era, as outlined in Law No. 2 of 2014 regarding the Notary Position. The law stipulates that "notaries are public officials authorized to create authentic deeds and possess additional powers as defined by this law or other legislation. In the context of digitalization, notaries are required to adapt their services and practices accordingly." With the advancement of the digital era, notaries must enhance their professionalism and adapt to contemporary problems. Notaries must possess the ability to adapt, comprehend their competencies, and anticipate the future evolution of their profession. The next issue for any profession is the integration into the digital network system, defined by a digital economy, interconnected enterprises, and technical advancements, in response to the needs of technological disruption. Moreover, alterations in cultural approaches to problem-solving, digital privacy, and emerging responsibilities within the corporate sphere are significant issues (Nanang Sasongko, 2002).

LITERATURE REVIEW

The shift towards the digital electronic era certainly raises questions about the readiness of the notary profession to face the changing times. Can the notary profession adapt and become more flexible according to existing demands? With the increasing use of digital technology in people's daily lives, notaries must prepare themselves and adapt to the possibility of cyber or electronic applications of notaries. In the future, when the creation and authentication of deeds are carried out digitally, notaries must be able to play a role as service providers that support and facilitate electronic transactions in the field of notaries.

Along with these developments, the conventional system of notaries in carrying out functions and services is no longer relevant. Currently, transactions in the notary field have shifted to a digital electronic system that demands speed, efficiency, and precision in its implementation by all parties. Nonetheless, the advancement of the digital electronic era in Indonesia is still legally constrained, particularly when considering the stipulations in Law No. 11 of 2008 regarding Electronic Information and Transactions, which governs the validity and jurisdiction of electronic notaries concerning the legality of electronic deeds or certificates and electronic signatures.

Based on the regulations that regulate the issuance of deeds or digital certificates, it has been contained in positive legal norms, especially regarding the issue of procedures for making authentic deeds, including the obligation of notaries to read and sign deeds directly in front of the parties, and in connection with the position of notary has been strictly regulated. Normative provisions still cause problems, because existing written regulations do not regulate the issuance of digital and electronic certificates. There are still many electronic transactions in the form of the validity of notary deeds carried out by state officials, namely, notaries. Several things related to electronic signatures in deeds are interesting because legal provisions have not been strictly regulated.

The use of electronic signatures in legally binding documents, particularly notarized deeds, remains a complex matter. Notaries, as public officers empowered to create real deeds, are tasked with preserving the validity, authenticity, and integrity of the documents they produce. Genuine acts executed by notaries possess unequivocal legal validity as evidence in judicial proceedings, ensuring legal certainty for the parties concerned. Consequently, the legitimacy of each component in the genuine deed

Although the ITE Law provides a legal basis for using electronic signatures, not all can be considered valid and suitable for use in a notary deed. This is due to several factors that remain obstacles to its widespread application in the notarial world. One of the main factors is the lack of understanding among the public and legal practitioners of the mechanisms for using electronic signatures, including how their validity can be recognized within the prevailing legal system. Many still doubt whether electronic signatures have the same legal force as wet signatures, especially on important documents that require high legal protection. Additionally, there is a potential risk of data integrity breaches that could compromise the validity of electronically signed documents.

Digital technologies are vulnerable to security threats, such as hacking, signature forgery, and data manipulation, which can reduce trust in electronic documents. Therefore, a robust digital security infrastructure is required, including encryption, digital certificates, and authentication mechanisms that ensure electronic signatures are truly sourced from the authorities. Another factor is the lack of special provisions in the Law on Notary Positions (UUJN) regarding the integration of digital technology in notary practice. The UUJN is still oriented to a manual system, where the notary deed must be made in writing and physically signed. The ambiguity of this regulation leads to confusion for notaries about whether they can fully adopt digital technology without violating existing legal provisions. Therefore, there is a need to update regulations and harmonize between the UUJN and the ITE Law so that the use of electronic signatures in the world of notarization can be carried out legally, safely, and effectively.

Electronic signatures in documents often raise doubts about their evidentiary strength as evidence, especially since there are no clear regulations regarding the legality of electronic signatures in notarized deeds. Consent to sign electronic information with an electronic signature must follow a procedure that clearly indicates the intent and purpose of the signing in an electronic transaction. Nonetheless, electronic signatures are considered an urgent need to be implemented effectively. Nonetheless, the implementation of this notion contradicts the stipulations of the Law on the Notary Position, which mandates the presence of the parties before a notary. Consequently, regulatory updates concerning physical presence are essential, particularly in the Law on Notary Positions, regarding the electronic execution of identification actions by notaries for the validation and verification of parties' identities (Reski Haristya Putri & Edith Ratna M.S., 2024).

This ambiguity can lead to legal issues such as forgery or fraud, the risk of the deed being declared invalid, loss of evidence, and potential lawsuits against the notary. With the increasing digitalization in the legal field, it is essential to examine the validity of electronic signatures in authentic deeds and the legal implications that may arise if their validity is challenged.

The electronic system in the notary work mechanism will change from the conventional system to a digital electronic system in the future, which is a primary characteristic *of cyber notaries.* This change requires notaries to switch to technology that supports electronic systems. With an electronic work pattern, notary services will transform from a conventional system to an electronic-based digital service. Therefore, it is essential for notaries to prepare themselves to play a role in the development of technology and information, considering that their position will remain as a trusted third party, even in the context of digital systems. The concept of electronic work patterns refers to the role of a notary that involves the internet and cyberspace in carrying out its functions and utilizing electronic documents as a substitute for physical documents. In this case, notaries will function as reliable and responsible institutions in every digital transaction by implementing advanced technology (Julien S. Mackay, 2018).

Cyber notary is a notary system that utilizes online information technology. This system is a development of a manual notary system supported by the internet. Its main goal is to simplify and expedite the process, create uniformity, store data, and streamline the exchange of information and other aspects related to notaries. Cyber Notary can be accessed by individuals or parties who need the services of a notary. With the introduction of cyber notaries, administration switched from a paper-based physical format to an electronic data format. Furthermore, a genuine deed executed by a Notary may exist as an electronic document, but it remains permissible to produce a printed version as well. This modification is governed in Indonesia by Law No. 11 of 2008 about Information and Electronic Transactions (ITE Law). With technical improvements, electronic signatures were established and controlled by Law No. 19 of 2016, which superseded the ITE Law, and were further reinforced by Government Regulation (PP) No. 71 of 2019 regarding the Implementation of Electronic Systems and Transactions. The legislation stipulates that electronic signatures can verify the authenticity of documents that have been executed. Electronic signatures can be incorporated or integrated into papers.

This signature proves that the signed data and information come from a legitimate source and have been verified and authenticated. However, the implementation of this electronic signature has sparked debate among Notaries and legal experts, as the signing of a Notary deed traditionally requires it to be done in person in front of the relevant party. In contrast, electronic signatures are done online without face-to-face. This raises doubts about the validity and legality of electronic signatures. Seeing that there are various opinions about the validity or not of electronic signatures, based on the phenomenon found in this study, the most basic question is what are the legal consequences of the use of electronic signatures by notaries that have been carried out in terms of establishing a business form in the case of a PT or CV?

METHODOLOGY

This study employs a normative juridical methodology utilizing a legal approach to examine the laws and regulations governing electronic signatures and notarial acts. This study use qualitative research to examine the impact of existing restrictions on the validity and legal efficacy of electronically signed documents. This research employs primary and secondary legal materials, including literature, scientific journals, prior research findings on electronic signatures, deed validity, and notarial responsibilities, alongside data obtained from interviews with the studied sources to ensure accuracy.

RESEARCH RESULT AND DISCUSSION

Electronic signatures serve as a substitute for manual signatures, a consequence of contemporary technology advancements. This is governed under Law Number 11 of 2008 about Electronic Information and Transactions (ITE Law) and its updates via Law Number 19 of 2016. An electronic signature is legally equivalent to a handwritten signature if it satisfies specific criteria, including data integrity and the authentication of the people involved.

The utilization of an electronic signature in a notarial deed entails several legal ramifications concerning the notary's legitimacy, evidential authority, and liability. Despite Law Number 11 of 2008 regarding Information and Electronic Transactions (UU ITE) providing a legal framework for electronic signatures, their application in notarial deeds remains problematic, particularly due to the lack of alignment with Law on the Notary Position (UUJN) Number 2 of 2014.

Notaries work conventionally per article 16 of the Law on the Notary Position, the procedure for making deeds in a conventional manner, where the notary deed must be done face-to-face. Proof is required that the signature is made in front of a notary; if the notary deed is not done face-to-face, then the degraded notary deed is not recognized under hand. However, it does not rule out the possibility that agreements outside the notary deed of digital signatures have been recognized if they can be accepted by BPN or the Ministry of Law and Human Rights, the creation of signatures must use a valid application and be recognized by the OJK, one of which is private. At the same time, there are government facilities that the OJK has recognized for the digital signature itself. However, for the notary deed, there are no regulations governing inter-private agreements that are allowed and recognized by the state, such as debt and receivables agreement products and non-notary editing deeds. Even though the ID card is digital, the notary must match the signature on the notary deed with the ID card, so that the creation of a notary deed must still be applied conventionally under the Law on the Notary Position (Interview with Esse Herliyani, 2025).

A notary deed, which functions as written evidence with legal force to prove a legal event and its statement, is considered valid and has legal force if it meets specific requirements stipulated in Law No. 30 of 2004 concerning the Notary Position, as amended by Law No. 2 of 2014. A notary deed is an important element in the legal system that supports legal transactions and societal relationships. First, the deed must be made by a legal and registered notary, who must have an official permit to carry out their duties. Second, the deed must follow the formalities that have been determined, including adhering to the format and provisions stipulated in the law, and must include signatures from the parties involved and the notary. Third, the content of the deed must be explicit, complete, and not contrary to the applicable law. This legal certainty is crucial, as it ensures that the deed can be accepted and considered valid in court or other legal transactions.

A notary deed possesses considerable evidential authority under the law. According to Article 1868 of the Civil Code, authentic deeds executed by authorized officials, such as notaries, possess absolute evidentiary value. A notary deed can function as the principal evidence substantiating the veracity and consensus of the declaration. Sudikno Mertokusumo defines a deed as a signed document that encapsulates the events that transpired and functions as legitimate evidence. The legal instrument generated by a notary as a genuine deed represents the state's endeavor to guarantee clarity and security under civil law. Indah Julitah Pelapu, Wulanmas A.P.G. Frederik, 2016.

The basis of rights or obligations is created from the beginning for evidentiary purposes. E-signature attributes include authentication capabilities that guarantee the authenticity of the signed digital document and the e-signature itself. In civil cases, the original document is often not filed in court, but only a copy. However, the power of proof still depends on the original document. Given that digital technology allows the copying and duplication of documents and electronic signatures, it is important to ensure authentication to maintain the integrity and authenticity of electronic signatures.

Electronic signatures are crucial for guaranteeing the validity, integrity, and security of electronic documents. An electronic signature must satisfy two primary criteria:

1. Electronic Signature Owner Authentication: This ensures the electronic signature comes from the individual registered as a signer on the digital document. An example is the use of digital certificates and private keys to identify signers securely.
2. Document Authentication: Once the digital document is signed, it must be ensured that it remains intact and unchanging, preventing the possibility of counterfeiting. An example is a hashing algorithm that creates a unique representation of a document to verify its integrity.
3. Confidentiality protects information from unauthorized access when signing and submitting documents, thereby preventing the leakage of sensitive data or unauthorized access by parties. An example is data encryption when sending documents electronically.
4. Non-Refusal: Non-refusal ensures that the signatory cannot deny signing the document, providing legal certainty that the signatory is involved in the signing process and is responsible for the document. For example, digital evidence shows that the signatory has committed an act that can be legally proven.
5. Legality: Electronic signatures must be legally recognized and equivalent to physical signatures. This provides legal force and certainty in electronic transactions. Examples include regulations that recognize and regulate electronic signatures, such as the ITE Law in Indonesia.
6. Verification ensures that signatures and documents comply with both legal and technical requirements. This helps ensure that the documents received

are valid. An example is a verification system that uses digital certificates to check the validity of signatures and documents.

7. Accessibility: Accessibility enables multiple parties to access and use electronic signatures easily. It supports ease of use and broader adoption. An example is a platform and tool facilitating an online and easy-to-use e-signature process.
8. System Security: The systems used to manage and process electronic signatures must be secure against hacking threats and data theft. It protects the entire e-signature ecosystem. Examples include the use of security protocols and best practices in the storage and management of digital keys.

Applying laws related to notary deeds is an important element in the legal system in many countries, including Indonesia. Notary deeds function as valid evidence in the eyes of the law and as a guarantee of legal certainty in various transactions and agreements. Juridically, the validity of a notary deed involves several aspects, namely the form, content, authority of the official who made it, and the fulfillment of the conditions set by the applicable law. Consequently, if a deed fails to meet these criteria, it cannot be deemed authentic, and its evidential value will be significantly diminished. Indah Julitah Pelapu, Wulanmas A.P.G. Frederik, 2016.

An authentic deed is a legal instrument executed by or in the presence of an authorized official, adhering to the prescribed format established by laws and regulations. This document establishes an agreement between the parties, outlining their respective rights and obligations to ensure legal certainty and minimize potential future disputes.

If a dispute persists, an authentic deed serves as written evidence with full probative power, helping to expedite and simplify the process of effectively resolving cases. In addition to drafting an authentic deed, notaries must ensure the validity of their documents. If there is a legal defect in the original deed, the notary who drafted it is responsible. Since the law requires the creation of an authentic deed in certain situations, notaries may be subject to civil sanctions in the form of financial liability, such as refunds, compensation, and interest due to losses incurred (Lestari et al., 2025).

The presence of witnesses is essential because it provides undeniable validity to the original deed, ensuring that the parties cannot dispute their presence and signature on the document. In the realm of digital technology, it is essential to outline the procedure for the presence of witnesses and the execution of the deed to attest that the interested parties made the signature. It is important to evaluate whether the witness executes this attestation using an electronic signature or automatically through the system. Article 15, paragraph (1) of the UUJN regulates the authority of Notaries to keep deeds, provide rough copies, and provide excerpts of deeds. When e-notarization is widely implemented, it is crucial to develop a standard or format for filing deed minutes and establish procedures for issuing copies and citations of deeds.

The ITE Law establishes a comprehensive legal framework for electronic information and documents, as well as their printed counterparts. Paragraphs (1) and (2) of Article 5 of the Law stipulate that electronic information and electronic documents, as well as their printed counterparts, are acknowledged as valid evidence and serve as an extension of valid evidence under the relevant procedural law in Indonesia. Article 7 of the ITE Law stipulates that every individual who submits or asserts rights based on information or electronic documents is required to authenticate that the information or document originates from an electronic system in accordance with relevant rules and regulations. Article 7 further clarifies that information or electronic documents may serve as the basis for establishing a right.

Article 5, paragraph 4 of the ITE Law stipulates an exception for a notarial deed. This rule stipulates that the regulations concerning information and/or electronic documents do not apply to: a. correspondence that is mandated to be in written form, and b. letters and supplementary papers that necessitate signatures, such as a notarized deed or a deed executed by an authorized authority. This indicates that pertinent information must be revised and modified to facilitate the implementation of a cyber or electronic notary.

Implementing digitalization in Notary services requires adequate infrastructure support, especially in terms of legal risk management, as well as consideration of substance and standards. A comprehensive process or procedure is required to validate the notarization operation, including the steps of facing, signing, revoking, and archiving deeds in both physical and electronic versions, as well as the Notary's verification capacity. These factors are very important to ensure the integrity of the proof and the enforceability of the Notary deed product (Ranti Fauza Mayana, 2021).

Articles 5 and 6 of the ITE Law govern the status of information and electronic documents as admissible evidence. Article 5 stipulates that information and electronic documents, as well as their printed counterparts, are acknowledged as legitimate legal evidence under the procedural legislation currently in effect in Indonesia. Electronic information and documents are considered valid in accordance with the provisions outlined in the Electronic Systems Law. Excludes correspondence mandated by law and documents that must be executed as notarial deeds or official instruments. Nevertheless, if alternative stipulations necessitate the submission of information in written or original format, the information and/or electronic documents are deemed genuine provided that the information is accessible, displayable, verifiable in its entirety, and executable.

Electronic signatures have legal validity provided they comply with the criteria established by government regulations. According to Article 1 of Law Number 2 of 2014 on the Notary Position (UUJN), notaries are empowered to create legitimate deeds and other legally mandated documents.

According to Sudikno Mertokusumo, a deed is a signed letter that contains the events on which a right or obligation is based, which is made deliberately for proof. Signatures are important in making a deed because with a signature, a person is considered responsible for the correctness of the contents of the deed. Meanwhile, A. Pitlo provides another definition of a deed, a signed document prepared to be used as evidence and for the benefit of those who need it (Soebekti, 1996, p. 26).

Article 11, paragraph (1) of the ITE Law asserts that electronic signatures possess validity and legal effect in digital transactions, provided they fulfill the stipulated criteria. This situation creates a conflict between the stipulations of the UUJN and the ITE Law, necessitating the harmonization of laws and regulations to permit the use of legitimate electronic signatures in notarial deeds. The influence on the evidential value of a notarial deed, as delineated in Article 1868 of the Civil Code, signifies that the original deed is a document executed by an official authorized under applicable rules and regulations.

When notaries draft deeds with electronic signatures, there is a risk that the deed may lose its authenticity if the manufacturing process fails to comply with current legal regulations. Two potential outcomes can arise in legal conflicts involving deeds that utilize electronic signatures. If the deed is deemed valid and meets all relevant legal criteria, it will have substantial evidentiary weight and can be used as valid evidence in court. As a result, provided that all legal provisions are met, the deed will retain its validity and may strengthen arguments in judicial proceedings. Second, if the deed fails to meet all relevant legal criteria, it will lack substantial evidentiary weight, which may lead to challenges in its validation in court. Therefore, it is crucial to ensure that all legal provisions are carefully adhered to when executing a notary deed using an electronic signature.

The consequences of Notary accountability as a public official are enormous, given that notaries bear full responsibility for the documents they execute. Notaries can be held accountable for legal problems arising from electronic signatures, as Article 84 of the UUJN stipulates. The article stipulates that notaries can face administrative, civil, or criminal sanctions if they are found to have violated the established process. In addition, suppose a deed signed electronically is considered void. The offended party has the right to take legal action against the notary for negligence or violation of the law. Therefore, notaries must exercise great care when using electronic signatures and ensure that all procedures comply with applicable laws and regulations to avoid sanctions and maintain the integrity of the notary profession.

The study's findings reveal that electronic signatures on notary deeds are not universally applicable, as law enforcement necessitates modifications to Article 16, Paragraph 1 of the Notary Position Law. This article mandates that the execution of the deed must occur before a notary, be read out in the notary's presence, and necessitates the attendance of two witnesses. This regulation requires the physical presence of the parties involved for the execution of this deed. Consequently, electronic signatures are prohibited when the parties are situated in disparate places, such as different cities.

. Exceptions are permitted for the Electronic General Meeting of Shareholders (GMS), allowing parties to participate remotely via video conference without physical presence. The application of electronic signatures on meeting minutes, signed by shareholders, is permissible under the Financial Services Authority (OJK) Regulations, provided that electronic signatures are registered with the BSSN (State Agency for Cyber and Cryptography). The power of attorney is conferred upon the directors as representatives of the PT to appear before a notary for the execution of the PT's establishment deed, which is to be signed by the board of directors on behalf of the shareholders and the notary, who subsequently registers it with the General Law Administration (AHU). The document is scanned and notarized with AHU, following which BPN and the Ministry of Law will authenticate whether the signature is documented in the application acknowledged by the state. An agreement is deemed valid with the registration of the executor's signature—interview with Jaenudin Umar, 2025.

In the event of the establishment of a Limited Liability Company (PT) or Commanditaire Vennootschap (CV), the use of this electronic signature can only be signed at a public company that has been registered on the Indonesia Stock Exchange (IDX), while an electronic signature on a CV which is a form of business entity that is not a legal entity cannot be done because it is contrary to Article 1, number 7 of the UUJN, the original document signed by or in front of a notary under the specified form and procedure by law it is called a notary deed. (Lyta Berthalina Sihombing, 2020). Article 16, paragraph (1), letter m of the UUJN mandates that the notary shall recite the deed audibly to the parties and witnesses prior to affixing their signature to the document. This phrase emphasizes the necessity of a physical process, necessitating the attendance of all parties to affix a wet signature on the deed. Furthermore, pursuant to Article 4, paragraph 6 of the Notary Code of Ethics, notaries are forbidden from transmitting the deed minutes to the client for signature, thereby emphasizing that the notary must execute the deed in the customer's presence under the UUJN regulations.

CONCLUSION AND RECOMMENDATIONS

Implementing electronic signatures in notary deeds is a significant advancement that can streamline legal procedures. This shows that technology can improve performance and efficiency in today's legal system. Today, electronic signatures are legally valid and can be used for various documents and correspondence. In a notary deed, electronic signatures cannot be universally enforced, because the Law on Notary Offices (UUJN) mandates that notary signatures must be executed in the presence of the parties involved, functioning as part of the authentication process that guarantees the validity of the deed and legal efficacy, Exceptions are permitted for the Electronic General Meeting of Shareholders (GMS), allowing participants to attend remotely via video conference without being physically present. The implementation of electronic signatures on the meeting minutes, as signed by shareholders, is permissible under the Financial Services Authority (OJK) Regulations, provided that these signatures are registered with the BSSN (State Cyber and Cryptography Agency).

ADVANCED RESEARCH

Future research should focus on the legal consequences of notary deeds through the validity of electronic signatures. Through regulatory amendments, improvements to digital security frameworks, and increased public and notarial understanding of electronic signatures, the execution of electronic signatures in notarized deeds can be conducted legally and efficiently. The use of electronic signatures in notarized documents has implications for the legitimacy, evidentiary authority, and responsibility of notaries. Without regulations in the UUJN, documents signed using electronic signatures can lose their legal validity. Therefore, legal harmonization between the UUJN and the ITE Law is essential, along with strengthening the law to ensure the implementation of valid and secure electronic signatures in notary documents.

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