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Analysis of Notary Professional Ethics in the Implementation of Cyber Notary as a Public Official in the Digital Era

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ABSTRACT

The development of information technology has driven the transformation of legal services into the digital sphere, including notarial practice through the concept of *cyber notary*. This study aims to analyze the validity of electronic deeds legalized by notaries through *cyber notary* under the Law on Notary Position and the Law on Electronic Information and Transactions, as well as the liability of notaries for potential ethical violations arising from the falsification of electronic signatures in the making of authentic deeds. This research employs a normative legal research method using statutory and conceptual approaches. Legal materials were collected through library research and analyzed qualitatively. The results show that the validity of electronic deeds through *cyber notary* has not yet been clearly and comprehensively regulated in the Indonesian legal system. Although the Law on Electronic Information and Transactions recognizes electronic documents and electronic signatures as valid legal evidence, the Law on Notary Position still requires the physical presence of the parties, the reading of the deed, and direct signing as essential elements of an authentic deed. Notarial liability in *cyber notary* includes civil, criminal, and professional ethical liability, particularly when a notary fails to properly verify the identity of the parties and the authenticity of their electronic signatures.

INTRODUCTION

Advances in information and communication technology have brought significant changes to various aspects of life, including the legal service sector. The increasingly widespread digitalization has encouraged the transformation of various legal professions to adapt to society's demand for services that are fast, effective, and efficient. One such adaptation is the concept of *cyber notary*, namely the exercise of notarial authority by utilizing information technology in the process of notarial services. This concept has become crucial in light of the increasing number of electronic transactions that require legal certainty as well as guarantees of document authenticity in the digital environment.

The existence of *cyber notary* obtains its normative basis from the Elucidation of Article 15 paragraph (3) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 on the Office of Notary (UUJN), which states that other authorities of a notary include the authority to certify transactions conducted electronically (*cyber notary*). However, such regulation does not provide a detailed explanation regarding the scope, mechanism, or limitations of the implementation of *cyber notary*.

A notarial deed constitutes an agreement of the parties who are bound by it; therefore, the legal requirements for a valid agreement must be fulfilled. Article 1320 of the Indonesian Civil Code stipulates the validity requirements of an agreement, consisting of subjective requirements, namely those relating to the parties entering into the agreement, which include consent and legal capacity to perform a legal act, and objective requirements, namely those relating to the object of the legal act, which include a certain subject matter and a lawful cause.

In carrying out his or her profession, a notary is required to adhere firmly to the notarial code of ethics. The code of ethics constitutes a moral norm agreed upon by the Indonesian Notary Association (*Ikatan Notaris Indonesia* / INI) through a Congress resolution and regulated under the relevant laws and regulations. The Notary Code of Ethics must be observed by all members of the Indonesian Notary Association and all persons performing the office of notary, including Temporary Notaries and Substitute Notaries while carrying out the office (Serlika Aprita, 2019). In conventional practice, a notary is obliged to know or verify the identity of the appearers, directly witness the signing of the deed, and ensure that the intentions of the parties are correctly incorporated into the authentic deed. However, within a digital scheme, such processes may be weakened if identity verification and signature authentication are not adequately carried out. In fact, as a public official, a notary is bound by the duty to act honestly, carefully, independently, impartially, and to safeguard the interests of the parties. Such duties are not merely administrative obligations, but also constitute the essence of notarial professional ethics, which demands a high degree of prudence in every deed-making process. Therefore, when a notary continues to legalize an electronic deed without adequate verification, or negligently fails to ensure the authenticity of the parties' electronic signatures, questions arise regarding the limits of the notary's liability, whether ethical, civil, administrative, or criminal in nature.

Under the regime of the Law on the Office of Notary, an authentic deed in principle comes into existence through a strict formal procedure, including the presence of the appearers before the notary, the reading of the deed by the notary, and the signing of the deed at that very moment by the parties, witnesses, and the notary. This formal nature demonstrates that the office of notary does not merely concern the recording of the parties' intentions, but also involves a function of verification, prudence, and the guarantee of legal certainty regarding identity, intent, and the time of execution of the deed. On the other hand, the development of information technology law through the Law on Electronic Information and Transactions recognizes electronic information, electronic documents, and electronic signatures as valid legal instruments. Nevertheless, the relationship between the recognition of electronic documents under the EIT Law and the formal character of notarial deeds under the Law on the Office of Notary gives rise to normative tension, as notarial deeds possess their own particular characteristics as authentic instruments of evidence which cannot simply be equated with ordinary electronic documents.

The issue of notarial liability in *cyber notary* becomes even more complex because the falsification of electronic signatures is not always easily detectable by the naked eye, as is the case with handwritten signatures. In the digital ecosystem, the validity of electronic signatures depends on electronic systems, authentication methods, electronic certification, data integrity, and the capability of digital forensic proof. This means that any error or negligence on the part of the notary in examining the validity of digital identity and electronic signatures may directly affect the validity of the deed and cause losses to the parties. Furthermore, if a deed that should qualify as an authentic deed is in fact made based on a forged electronic signature or an invalid digital identity, the notary may be called into question for failing to uphold the principle of prudence, failing to meet professional standards, or even violating the code of ethics of the office. Thus, the issue of *cyber notary* does not merely concern the technical modernization of notarial services, but also concerns the integrity of the notarial profession as a public office entrusted by the state to ensure legal certainty, order, and legal protection for the public.

Such lack of clarity in the legal construction demonstrates a normative disharmony between the need for digitalization of notarial services and the design of positive law, which still places physical presence and direct signing as essential elements of the authenticity of a deed. Several studies in notarial law indicate that the implementation of *cyber notary* in Indonesia has not yet been comprehensively regulated, placing notaries in a position where they are required to adapt to technological developments and the needs of modern services, while at the same time remaining bound by the formal provisions of the Law on the Office of Notary and the professional code of ethics. In this context, the discussion concerning the validity of electronic deeds legalized by notaries cannot stop at the technical aspect of the use of electronic media alone, but must also assess whether such digital means fulfill the principles of legal certainty, prudence, and authenticity inherent in the office of notary.

Based on the foregoing, this research is necessary not only to examine the validity of electronic deeds legalized by notaries through *cyber notary* under Law Number 30 of 2004 on the Office of Notary and the Law on Electronic Information and Transactions, but also to analyze the forms of notarial liability for potential ethical violations in *cyber notary*, particularly those related to the falsification of electronic signatures in the making of authentic deeds. Through this research, it is expected that a clearer legal construction regarding the position of *cyber notary* in the Indonesian legal system may be identified, while at the same time providing a normative and ethical foundation for notaries in carrying out their office amid the accelerating digitalization of legal services.

RESEARCH METHODS

This research employs a normative legal research method, namely a type of research that places law as a norm, rule, principle, and system governing a legal event. The approaches used in this research are the statutory approach and the conceptual approach. The technique for collecting legal materials in this study is conducted through library research. Library research is carried out by identifying, classifying, and examining primary, secondary, and tertiary legal materials related to the research issues. The legal materials that have been collected are then analyzed qualitatively by using the method of legal interpretation. Through this analysis, the researcher examines whether electronic deeds legalized through cyber notary can fulfill the requirements of authenticity under Indonesian positive law, as well as the form of notarial liability if, in the process, falsification of electronic signatures occurs and affects the validity of an authentic deed. The results of the analysis are then presented in a descriptive-analytical manner, namely by describing the applicable legal provisions while at the same time providing a critical analysis of the implementation of cyber notary from the perspective of notarial professional ethics and legal certainty in the digital era.

RESULTS AND DISCUSSION

1. The Validity of Electronic Deeds Legalized by a Notary through Cyber Notary under Law Number 30 of 2004 on the Office of Notary and the Law on Electronic Information and Transactions

Technological developments have also affected the legal profession, particularly the profession of notaries. This development places notaries under full responsibility for the quality of their documents, namely authentic deeds, which possess executorial force (Amanda Apriyola et al., 2026). According to Article 1868 of the Indonesian Civil Code, an authentic deed is a deed made in the form prescribed by law by or before a public official authorized for that purpose at the place where the deed is made. This definition implicitly requires strict formal elements, including the physical presence of the parties and the public official in the same place (Rizkianti et al., 2025). Such a requirement appears to be fundamentally at odds with the concept of *cyber notary*, which enables the execution of deeds remotely through electronic media.

Article 16 paragraph (1) letter m of the Law on the Office of Notary requires a notary to read the deed before the appearers. Furthermore, Article 44 of the Law on the Office of Notary stipulates that immediately after the deed is read, it must be signed by each appearer, the witnesses, and the notary. The phrase “before” (*di hadapan*) in various provisions of the Law on the Office of Notary, from a grammatical perspective, implies physical presence. In the Indonesian notarial legal system, the physical presence of the parties constitutes a formal requirement that is highly determinative of the authenticity of a deed (Aimelia & Rasji, 2025). However, a teleological interpretation of the Law on the Office of Notary indicates that the primary purpose of such a requirement is to ensure the authenticity of the parties’ intentions, the accuracy of their identities, and their understanding of the contents of the deed—objectives which, in principle, may be fulfilled through sophisticated digital identity verification technology (Wahyuni, 2020).

On the other hand, Article 5 paragraph (1) of the Law on Electronic Information and Transactions provides that electronic information and/or electronic documents and/or their printouts constitute valid legal evidence. Article 11 of the EIT Law in conjunction with Article 53 of Government Regulation Number 71 of 2019 recognizes electronic signatures using electronic certificates issued by Electronic Certification Providers (*Penyelenggara Sertifikasi Elektronik* / PSrE) that have been recognized by the Ministry of Communication and Informatics as having legal force and legal effect. The use of certified electronic signatures therefore has the potential to fulfill the substantive requirements for the signing of deeds (Harahap, 2021).

Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions provides a more detailed technical framework regarding the standards for electronic signatures and electronic certificates. This regulation opens the possibility for an interpretation that certified electronic signatures may satisfy the formal requirements for the making of notarial deeds, provided that they meet the principles of authenticity, integrity, and non-repudiation (Rizkianti et al., 2025). Nevertheless, explicit harmonization between this Government Regulation and the Law on the Office of Notary has not yet been realized, thereby creating legal uncertainty.

Based on the statutory analysis conducted, it may be concluded that electronic deeds made through *cyber notary* remain within a legal grey area. On the one hand, the EIT Law and Government Regulation Number 71 of 2019 provide legitimacy to electronic documents and electronic signatures. On the other hand, the Law on the Office of Notary has not explicitly accommodated the mechanism of *cyber notary*. This condition necessitates an amendment to the Law on the Office of Notary or the issuance of a specific government regulation comprehensively governing the procedures for implementing *cyber notary* in Indonesia, as has been done in several countries such as the United States through the Uniform Electronic Notarization Act and Estonia through the full implementation of e-notary services (Tan et al., 2024).

Legal harmonization between one regulation and another is therefore required in order to prevent overlap, contradiction, and disputes among legal norms, so that in the future the authenticity of notarial deeds signed with electronic signatures may be legally recognized. In this regard, the government should amend Article 15 paragraph (3) of the Law on the Office of Notary and Article 5 paragraph (4) of the EIT Law to enable the implementation of the *cyber notary* concept in Indonesia. It is also necessary to establish a new regulation specifically governing the concept of *cyber notary* and the use of electronic signatures in notarial deeds, so that the legal requirements for deeds signed with electronic signatures can be fulfilled, thereby ensuring that the application of electronic signatures in notarial deeds may be properly implemented and legal certainty guaranteed (Fitcanisa & Azheri, 2023).

2. Notarial Liability for Potential Ethical Violations in Cyber Notary Relating to the Falsification of Electronic Signatures in the Making of Authentic Deeds

With the development of the legal system in Indonesia, the professional ethics of notaries have become increasingly relevant amid the growing complexity of business activities, financial transactions, and social relations. Society is now more aware of its legal rights, and therefore expectations regarding the professionalism and integrity of notaries have also increased. The public relies on notaries to provide assurance that every document and transaction legalized by a notary has legal force and is carried out in accordance with proper procedures. In this regard, professional ethics play an important role in strengthening public trust in notaries as authoritative figures in the administration of law. In addition, the implementation of professional ethics in the notarial office is also important in promoting accountability and transparency in every act performed by a notary. Notaries are not only accountable to their clients, but also to society at large. They must be aware of the impact of their work on society and strive to make a positive contribution, for example by providing legal education to the public. Through such actions, notaries can play a role in improving public legal awareness and building public confidence in the notarial profession (Purnama & Santoso, 2025).

Notarial liability in the context of *cyber notary* may be examined from three dimensions, namely civil liability, criminal liability, and professional ethical liability. These three dimensions are interrelated and complement one another in providing comprehensive legal protection to the parties involved in transactions involving *cyber notary* (Rabawati et al., 2024).

First, the civil liability of a notary is based on Article 1365 of the Indonesian Civil Code concerning unlawful acts and Article 84 of the Law on the Office of Notary, which provides that any violation committed by a notary against the provisions of the Law on the Office of Notary may serve as grounds for an injured party to claim reimbursement of costs, compensation, and interest from the notary. In the context of falsified electronic signatures, a notary who negligently fails to adequately verify the identity of the appearers may be held civilly liable if such negligence causes loss to a third party (Wijayanti & Ariawan, 2021). The notary's standard of duty of care in the digital era must therefore be interpreted progressively to include a strict obligation of digital identity verification.

Second, the criminal liability of a notary in cases involving falsification of electronic signatures may be based on several criminal provisions. Articles 263 and 264 of the Indonesian Criminal Code regulate the forgery of letters and authentic deeds. In addition, Article 35 of the Law on Electronic Information and Transactions prohibits any person from intentionally and unlawfully manipulating, creating, altering, deleting, or damaging electronic information and/or electronic documents with the intention of causing such electronic information and/or electronic documents to be regarded as if they were authentic data. A notary who knows or ought to know that falsification has occurred but nevertheless legalizes the deed may be charged as a co-perpetrator (*medepleger*) in the criminal offense of forgery (Mirfa & Rimadona, 2025).

Third, and most relevant to the theme of this research, is professional ethical liability. The Notary Code of Ethics, established by the Extraordinary Congress of the Indonesian Notary Association, regulates in detail the conduct expected of a notary in carrying out his or her office. The ethical principles that must be upheld by notaries include independence, honesty, impartiality, integrity, competence, and confidentiality. In the implementation of *cyber notary*, a number of significant ethical risks arise, including: (1) failure to verify identity, resulting in the wrong person signing a document; (2) manipulation of the contents of a deed by unauthorized third parties; (3) use of another person's electronic signature without the owner's knowledge; and (4) a notary's lack of competence in using technology, thereby creating risks to data security (Notoatmodjo, 2018).

Sanctions for violations of the Notary Code of Ethics may take the form of a reprimand, warning, suspension from membership in the Indonesian Notary Association, expulsion from membership in the Indonesian Notary Association, and/or dishonorable dismissal from the office of notary. The Regional Supervisory Council (*Majelis Pengawas Daerah* / MPD) has the authority to examine and decide cases of ethical violations at the first instance. In the era of *cyber notary*, the Supervisory Council must develop special standards of examination that take into account the technical aspects of information technology in order to assess whether a notary has committed an ethical violation (Jamil, 2018).

Comparative studies of practices in countries that have implemented *cyber notary* demonstrate several best practices that Indonesia may adopt. In the United States, Remote Online Notarization (RON) requires notaries to use certified technology platforms, apply identity verification based on knowledge-based authentication and image-based identity verification, and record the entire notarization session. In Estonia, a strong Public Key Infrastructure (PKI) and a national electronic identity card serve as the backbone of a successfully implemented e-notary system (Benuf & Azhar, 2020). The adoption of these elements within the Indonesian regulatory framework would significantly reduce the risk of electronic signature forgery and ethical violations in *cyber notary*.

Based on the foregoing discussion, it may be concluded that notarial liability in the implementation of *cyber notary* is comprehensive in nature and encompasses civil, criminal, and professional ethical dimensions. The key to effective liability lies in clear operational standards, the use of certified technology, the enhancement of the digital competence of notaries, and strict supervision by the Supervisory Council.

CONCLUSION

The validity of electronic deeds legalized by notaries through *cyber notary* under the Law on the Office of Notary and the Law on Electronic Information and Transactions has not yet been explicitly and harmoniously regulated. Although the Law on Electronic Information and Transactions recognizes electronic documents and electronic signatures as valid legal evidence, the Law on the Office of Notary still requires certain formalities, such as the presence of the parties before the notary, the reading of the deed, and direct signing, as essential elements of the authenticity of a deed. Therefore, electronic deeds in the implementation of *cyber notary* cannot yet be fully equated with authentic deeds so long as there is no regulation that explicitly accommodates the mechanism for making notarial deeds electronically within the Indonesian legal system.

Notarial liability for potential ethical violations in *cyber notary* arising from the falsification of electronic signatures in the making of authentic deeds includes civil liability, criminal liability, and professional ethical liability. Notaries remain obliged to apply the principles of prudence, honesty, diligence, and proper verification of the parties' identities, even when the process is conducted electronically. If a notary is negligent or fails to carry out adequate verification, resulting in a deed being made on the basis of a forged electronic signature, the notary may be subject to ethical sanctions, held civilly liable for the resulting losses, and, in certain circumstances, may also incur criminal liability if it is proven that the notary knew of, participated in, or intentionally allowed the falsification to occur.

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