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Cyber Notary System in the Order of Norms in Indonesia and Australia (Comparative Study in Notary Service Improvement Strategies)

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Abstract

The purpose of this study was to determine the setting of norms about the Cyber Notary system in Indonesia and Australia and to find out the differences and similarities in the Cyber Notary regulatory system in both countries. This study uses a type of normative research; the theories used in this study are the theory of justice, the theory of legal certainty and comparative law theory. The approach method used is the conceptual approach, the legislative approach, and the comparative approach. Analysis of this study, using comparative analysis is to collect material according to the appropriate legal material about the problem being studied, and then compare it.

Based on the results of the study that the regulation of the norms regarding the Cyber Notary system in Indonesia is in the Law, namely a. Law No. 2 of 2014 concerning changes to Law No. 30 of 2004 concerning Notary Position. b. Law No. 11 of 2008 concerning Information and Electronic Transactions (ITE Law), c. Law No 40 of 2007 concerning Limited Liability Companies, and for Australian Countries, how many Cyber Notary Arrangements are explained in the 1999 / Electronic Electronic Transaction Act Transactions Act 1999 / ETA (Australia). The difference lies in Indonesia having its own rules in which there is clearly stated authority in carrying out the profession of notaries including in connection with the identification of transactions electronically (Cyber Notary), while Australia does not have its own specific rules that explain explicitly the authority of notaries in serving Cyber systems. Notary, because service mechanism is part of the form of electronic transactions that are regulated in the 1999 Electronic Transaction Act / Electronic Transaction Act 1999 / ETA. The equation is seen in the Function, the Cyber Notary System is equally a government regulation in the form of public servants quickly, concisely, and has the value of legal protection on all parties. in Indonesia with the Registration of Online Companies, through the Legal Entity Administration System or abbreviated as SABH, and in Australia with the e-apostille system. In terms of its objectives, namely the implementation of the Cyber Notary system in the two countries, which are both aimed at raising the potential of the economy and trade inside and outside the country.

Keyword: *Cyber Notary, Norma, Indonesia, Australia*

I. Introduction

The era of globalization is now progressing, marked by rapid technological developments. Starting from the system of government administration services and various other aspects of life¹. In Indonesia, technological developments also have an impact on the service of the notary legal field which is characterized by the authority of a notary in the field of Cyber notary. Cyber Notary is the use or use of information technology such as computers, computer networks and or other electronic media such as teleconferencing or video conferences in carrying out the duties of the authority of the Notary. Cyber Notary is intended for flexibility

¹ Mariam Darus Badruzaman, *Mendambakan Kelahiran Hukum cyber (Cyber Law)* di Indonesia, Pidato Purna Bhakti, Medan, November 13, 2001, p. 6.

in facilitating and accelerating the implementation of the duties and authorities of Notaries in making authentic deeds, regarding all acts or agreements or provisions required by the Act or what the interested parties want to be stated in authentic deeds.² The Cyber Notary system is considered very helpful when it is related to the width of a country's territory, considering that Indonesia is the largest archipelagic country in the world.³

Notary is a profession that globally runs on two legal systems, namely a notary public in the country of law and notary public Common Law, commonly referred to as Public Notary. Even though both are positions but both have different functions and authorities. Indonesia adheres to the legal system of Civil Law that uses a law or written regulations as its main legal source.⁴ The Common Law legal system was implemented and began to develop since the 16th century in the United Kingdom. In the Common Law legal system, the highest legal source is the custom of the community developed in court or has become a court decision. This system was then also applied in former colonies (English), one of which was Australia. Australia ranks high in many comparisons of performance between nations such as development, quality of life, health care, life expectancy, general education, economic freedom, and protection of civil liberties, and political rights. The legal system clearly influences the application of the Notary profession adopted by Indonesia and Australia. It also automatically influences the way the application of the Cyber Notary system is different from one another. Nevertheless, the system has provided a good opportunity to increase the economic potential of each country. So the notary is right as a trusted third party to bridge cooperation contracts/agreements in the form of electronic transactions which, of course, will be carried out more in the future by the Cyber Notary mechanism. However, until now in Indonesia there has been no specific arrangement regarding the mechanism of making a deed by a notary as one of its authorities using electronic media which incidentally is included in the branch of the Cyber Notary system. The vacuum of the rules led to the need to be compared with the conceptual approach, as well as the norms that apply to the state government system that first applied the Cyber Notary system, namely Australia.

From the above explanation, the author feels interested and it is important to study and compare the Cyber Notary system in the norms of the two countries by formulating problems namely: 1. What is the regulation of the norm about the Cyber Notary system in Indonesia and Australia. 2 What are the differences and similarities in the cyber notary regulation system in both countries. The purpose of this study is a. To determine the setting of the Cyber Notary system norms in Indonesia and Australia b. To find out the differences and similarities of the Cyber Notary system in both countries. In this study the author uses a type of normative research, namely by reviewing and analyzing legal materials, both primary, secondary and tertiary legal materials. The approach method used is the conceptual approach, the legislative approach, and the comparative approach. Analysis of this study, using comparative analysis is to collect legal material that is suitable for the problem being studied, then compare it.

II. Result And Discussion

2.1. Structure of Cyber Notary Systems in Indonesia and Australia

2.1.1 Setting the Cyber Notary System in Indonesia

Normatively, legal arrangements regarding the Cyber Notary system in Indonesia already exist. The presence of these regulations was initiated by the issuance of Law No. 40 of 2007 Limited Liability Company and followed by Regulation of the Minister of Law and Human Rights No. 04 of 2014¹⁰ concerning procedures for ratification of business entities that were realized based on the establishment of Law No. 11 of 2008 Electronic Information and Transactions (ITE) and Government Regulation No. 82 of 2012 concerning the implementation of systems and electronic transactions. The Cyber Notary System Clause is also one of the important points that form the basis for the amendment of Law No. 30 of 2004 to Law No. 02 of 2014 concerning Notary Position.

a. Setting the Cyber Notary System in the Limited Liability Company Law

² <https://muhammadrizalrustam.wordpress.com/tag/cybemotary/SuryaJaya,CyberNotarydalamPerspektifHukumPembuktian> accessed on February 13, 2019.

³ <https://id.wikipedia.org/wiki/Indonesia>, Tentang Negara Indonesia access on 30 November 2018.

⁴ Munir Fuady, *Perbandingan Ilmu Hukum*, PT. Refika Aditama, Bandung, 2007, (Munir Fuadi I) p. 31.

The Cyber Notary system has the opportunity to do with the birth of Law No. 40 of 2007 concerning limited liability companies. In Article 77 of the Company Law it is determined that in addition to the implementation of the GMS (General Meeting of Shareholders) as referred to in article 76, in addition to the implementation of the GMS carried out in a conventional manner, the GMS can also be carried out through:

- 1) Media teleconferencing,
- 2) Conference videos or
- 3) Other electronic media facilities, which allow all GMS to be able to see and hear directly and participate in meetings.

The media is of an alternative nature, which means that it depends on competent parties in choosing the media used in the GMS. The choice in question must have 3 cumulative conditions, namely:

- 1) Participants must see each other and hear each other directly.
- 2) Participants participate in the meeting.
- 3) Must be within the specified area and time.

This must also be considered in the UUPT article 76 paragraph (1) that the GMS is held at the company's place of domicile or where the company carries out its main business activities, and article 76 paragraph (2) that the public company GMS can be held at the stock exchange where shares the company is listed, and the GMS must be within the territory of Indonesia. The provisions of the Company Law are still limited by the provisions of article 77 paragraph (4), that is, each meeting of the GMS must be made minutes of meetings that are approved and signed by all participants of the GMS.

These provisions certainly open up opportunities for holding online / Cyber GMS. Where the GMS deed is included in the Relaa deed type, then the notary statement in the form of teleconference can be ascertained its validity even though the parties do not sign the deed, but the notary makes the minutes become authentic deeds and has perfect proof. The minutes of the GMS are the Relaa deed, so that they are not signed by the parties, but must be signed by the notary as the deed maker. Relaa deed contains a notary statement that was made and witnessed by the notary through a video call at the request of the parties confirmed in the form of a notary deed. This can happen if it fulfills the authenticity of a notarial deed, where the notary must attend the GMS with the teleconference, witness the proceedings, the GMS is in the notary's territory, and witnesses witness, as well as the time of the GMS. At present Indonesia has implemented a Cyber Notary system in the process of registering legal entities including Limited Liability Companies through the Legal Entity Administration System or abbreviated as SABH. SABH is a computerized system for the establishment of legal entities applied in the Ministry of Law and Human Rights of the Republic of Indonesia. This system is considered to be the right program in presenting and facilitating registration. Legal entities are faster, easier, concise, safer and transparent so that overlapping registration data can also be minimized.

b. Setting the Cyber Notary System in the Information and Electronic Transaction Law (ITE)

The birth of Law No. 11 of 2008, on information and electronic transactions (ITE Law), is increasingly strengthening to implement the concept of Cyber Notary in Indonesia. This is confirmed by the provisions of Article 5 paragraph (1) and paragraph (2) of the ITE Law which determine that:

- 1) Electronic information and / or electronic documents and / or printed results are valid legal evidence.
- 2) Electronic information and / or electronic documents and / or printed results as referred to in paragraph (2) constitute an extension of the evidence in accordance with the applicable law in Indonesia.

However, even though in the evidentiary law electronic information and documents have been accommodated as valid evidence, they are not valid in all cases, because the ITE Law itself limits its use. This can be seen from Article 5 paragraph (4) of the ITE Law which stipulates that:

- (4) Provisions concerning electronic information and / or electronic documents as referred to in paragraph (1) do not apply to:
 - a) Letters which according to the Law must be written in writing.

- b) Securities and documents ³ which according to the law must be made in the form of a notary deed or deed made by the deed-making official.

Based on the explanation of Article 5 paragraph (4) letters a, and b, that the ⁷ letter according to the law must be written in writing, including the letter along with important documents made in the form of a notary deed or deed made by the official making the deed. The document is not only limited to securities, but also includes letters that are used in the legal, civil and state administration law enforcement processes. Therefore, based on Article 5 paragraph (4) letters a and b above, currently the electronic deed in particular cannot be done yet, but that does not mean it cannot be applied forever, because in terms of Article 5 paragraph (2) and paragraph (3) it can be ascertained both The verse provides an opportunity for the realization of the Cyber Notary concept.

c. Arrangement of Cyber Notary System in Notary Position Law (UUJN)

The government accommodates the Cyber Notary system in the explanation of UUJN No. 02 of 2014 in the explanation of article 15 paragraph (3), namely the notary's authority to certify transactions carried out electronically (Cyber Notary). Indeed, that authority is not too appropriate when referred to as certification, because the intended meaning is actually "strengthening" or "strengthening" the electronic transaction so that it can be considered legal (legal). One form of strengthening or legalization electronically is in the form of a time stamp, or ratification of the occurrence of a transaction at a certain time that is carried out between the parties. Conventional forms of legalization include the approval of signatures in a document, which is also regulated as one of the notary authorities under the UUJN.

In article 1 paragraph ⁴ (7) UUJN No. 2 of 2014 formulates that a notary deed is the form and method stipulated by law. Article 16 paragraph (1) letter m formulates in carrying out its position, the ⁴ notary is obliged to read the deed in the presence of the viewer in the presence of at least 2 (two) witnesses and signed at that time also by viewers, witnesses and notaries. Based on these provisions, judicially it is not easy to implement the Cyber Notary concept in Indonesia, because legally the making of authentic deeds by a notary must be done before a notary and read by a notary before parties and witnesses before being signed by all parties. The concept of Cyber Notary, physical meetings are not absolutely necessary, so that the concept is used to facilitate parties who cannot be physically present before a notary. In order for the concept of Cyber Notary in Indonesia to be in accordance with applicable law, it is necessary to have a clear revision in UUJN regarding the necessity of the parties to bind themselves to make an agreement which must be present before a notary. In the sense of "before a notary public" in the change of authentic deed can be done online as an alternative to the presence of parties who cannot be in the same place as the other parties. This of course must be supported by technology use facilities such as teleconferencing which enable the deed to be read by a notary through internet media and witnessed and heard by other parties online.

The position of an electronic deed in a cyber-notary system can be equalized and equal to the value of the evidentiary value with an art deed. Juridical aspects that must be fulfilled so that a deed has the power of proof outwardly, formally and materially, if connected with the concept of cyber notary, namely: ⁵

- 1) From the outward aspect, the notary public and the outward ability of an authentic person are assessed from the parameters of the authentic deed, including the signature of the notary at the beginning of the deed (starting from the title) until the end of the deed. All of the requirements above have been met by "electronic deeds" as authentic certificates.
- 2) Judging from the formal aspect, the electronic deed has met the standard procedure for making deeds, namely certainty about the day, date, month, at what time the parties are facing. The existence of electronic signatures of the parties / viewers, witnesses and notaries, then the electronic deed has fulfilled the material requirements. To be aligned with the authentic deed in the strength of proof value.
- 3) In terms of material aspects, the electronic deed has included elements of meter. The notary listens to the statement or statement that will be stated by a notary in a deed, both official deed and deed of the parties given / delivered before a notary and has been recognized by the parties as stated in the electronic deed and is valid proof the party making the deed

In connection with proof by writing as ⁶ stipulated in civil law, Cyber Notary when associated with article 1968 of the Civil Code which states that an authentic deed is a deed made in a law-determined form by or in

⁵ R.A. Emma Nurita, *Cyber Notary, Pemahaman Awal dalam Konsep Pemikiran*, Refika Aditama, Bandung, 2012, p. 70

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front of a public official who is authorized for it at the place of deed made, the article 1868 Civil Code is no longer an obstacle because the position of electronic deeds can be aligned or equated with authentic deeds, because in terms of the form has been determined by law and authorized officials in the case the notary has complied with elements of article 1868 Civil Code. This is reinforced in the ITE Law in article 5 paragraph (1) and paragraph (2) where the position of electronic deeds can be categorized as part of electronic documents / certificates that can be used as legal evidence that is valid in accordance with applicable law in Indonesia.

In addition, in Article 1869 of the Civil Code which states that a deed is not needed as an authentic deed, either because it is not authorized or incompetent the general official concerned or because it is deformed in its form. With regard to Article 1869 of the Civil Code as long as the electronic deed made by the authorized general official and its form is not defective, the electronic deed has the evidentiary power equivalent to the proof value found in the authentic deed.

2.1.2 *Setting the Cyber Notary System in Australia*

The Australian Legal System is a Common law legal system, where the law is dominated by unwritten or customary law obtained from a judge's decision, so that in practice a public notary depends on Government services, they have an internationally recognized authority to prepare, prove and validate deeds and other documents for use internationally or outside Australia. They prepare, prove, witness or certify various documents for use abroad which include:⁶

- a) Lineage services - traces of recipients - inheritance - deceased plantations.
- b) Foreign Legal Issues.
- c) Execution of wills and testamentary instruments in the foreign legal system.
- d) Rights under foreign wishes for offshore relating to property, and transactions with such property.
- e) Death, tax problems and receipt of benefits in Australia or in different legal systems abroad.
- f) Notary services for foreign power of attorney and other documents and instruments, with guidance throughout the procedure.

a. Ratification of the International Convention on Regulating Cyber Notary Systems in Australia

An Australian notary is generally authorized to certify important documents as one of the main qualifications both involving domestic and international relations. With this authority, it will certainly affect the process in granting certification because it will certainly pass procedures that must go according to the jurisdiction of each region or country. By looking at the stumbling block the Australian Government also agreed to Sign the Hague Convention of 1961 (The Hague Convention 1961). The Hague Convention 1961 was a series of conferences that resulted in the unification of international civil law, which was held in the Netherlands precisely in the city of The Hague. This Convention abolishes the legalization requirements for documents made abroad to be used in the ongoing interests of other countries, making it easier for every individual in that member country, especially those requiring recognition of cross-country document legality, in fulfilling the formal requirements that have been arranged. The simplifying term for the procedure is called the Apostilles. The Apostilles is an additional document known in the 1961 The Hague Convention as the only legalization needed by juxtaposing with the main document that functions to be used automatically in all 1961 member countries of The Hague Convention without the need to formalize legalization to the Embassy / Consulate General of the country concerned.

The Australian Government strives to make it easier and more reliable to use electronic communications services. This is in line with the global agreement at the UNCITRAL forum (the United Nations Commission on International Trade and Law) or the United Nations Commission on International Trade and this law has long provided recommendations on the need for legal recognition of the legal value of information and / or electronic documents. UNCITRAL is the modernization and harmonization of rules regarding international business.⁷ The forum has passed the Model Law on Ecommerce (1996) / Model Law on Electronic Commerce (MLEC) aimed at enabling and facilitating trade conducted using electronic means by providing a set of rules that can be accepted internationally to national legislators aimed at removing

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⁶ Leslie G Smith, *The Role of the Notary in Secure Electronic Commerce*, Information Security Institute Faculty Of Information Technology, Queensland University of Technology, September 2006, p. 36.

⁷ <https://uncitral.un.org/about>, access on March 19, 2019

barriers law and increase legal predictability for electronic commerce.⁸ Furthermore in 2001 UNCITRAL established a Model Law on E-signatures, the Model Law on Electronic Signatures (MLES) aims to enable and facilitate the use of electronic signatures by establishing technical reliability criteria for equality between electronic and handwritten signatures.⁹ The conference also gave birth to the unification of e-commerce within the scope of business actors, namely, the United Convention on Use of E-communication in International Contracts (2005), namely the Electronic Communication convention aimed at facilitating the use of electronic communication in international trade by ensuring that contracts are completed and other communications exchanged electronically are equally valid and can be applied with traditional paper-based equivalents.¹⁰

For the sake of interoperability between countries UNCITRAL also held a Promoting Confidence in E-commerce: International issues on Use of Electronic Authentication and Signature Methods (2009) which stated the importance of harmonization to resolve the issue of authentication methods globally in order to create a trust in electronic commerce. The study touched on the role of the notary public in achieving e-commerce effectiveness and showed the importance of attention to the development of the 1961 Hague Agreement on The Convention Abolishing the Requirement of Legalization for Foreign Public Documents, which directs any competent public authority (including notaries) to carry out simplifications and formats. standard (apostille) in certifying the authenticity of a public document into an electronic form (electronic apostille).¹¹

b. Arrangement of Cyber Notary Information and Electronic Transaction Law / ITE (Australia) System

Australia issued Electronic Transactions Act 1999 (ETA). This law was implemented as a form of unification based on the United Nations Commission on International Trade Law (UNCITRAL) Use of Electronic Communication in International Contracts. ETA states that transactions that occur under Commonwealth law will not apply only because they are completed electronically.¹² One of the things described in it is the Australian Government Institution gives permission under Commonwealth law to carry out legal actions electronically and under certain conditions the government can determine the IT procedures that need to be followed. These legal actions, for example, to which e-mail address to send information and in what format) or ask you to take certain actions to verify your information receipt (for example, you may have to request a receipt for a return receipt when sending information).¹³

ETA is based on two principles:

- a) Functional equality
Paper documents and electronic transactions are treated equally by law.
- b) Neutrality of technology
The law does not distinguish between various forms of technology.

ETA allows businesses and governments to fulfill, in electronic form, one of the following requirements:

- a) Provide information in writing;
- b) Provide handwritten signatures;
- c) Producing documents in material form; and
- d) Record or store information

ETA also provides a legal framework for electronic contracts. This law is technology neutral because it allows electronic transactions to occur without determining the use of certain types of technology.

The key part is:

Section 8 - General

An invalid transaction because it occurs in whole or in part through one of the more electronic communications.

Section 10 - Signature

⁸ http://www.uncitral.org/uncitral/en/uncitral_texts/electronic_commerce/1996Model.html, access on March 19, 2019

⁹ http://www.uncitral.org/uncitral/en/uncitral_texts/electronic_commerce/2001Model_signatures.html, access on March 19, 2019

¹⁰ http://www.uncitral.org/uncitral/en/uncitral_texts/electronic_commerce/2005Convention.html, access on March 19, 2019

¹¹ Edmon Makarim, "Notaris dan Transaksi Elektronik, Kajian Hukum tentang Cyber Notary atau Electronic Notary", Second edition, PT Rajagrafindo Persada, Jakarta, 2013, p.2

¹² http://www.galexia.com/public/research/assets/gc_eta_200409.pdf, access on March 19, 2019

¹³ <https://www.ag.gov.au/RightsAndProtections/ECommerce/Pages/default.aspx>, access on March 19, 2019

If someone's signature is required, the requirements can be fulfilled using electronic methods during:

- a) a) This method is used to identify people and to show their agreement to transactions;
- b) b) This method is reliable which is suitable for transaction purposes; and
- c) c) Approval of the recipient of the signature.

Section 11 – Documents

One can produce documents in the form of electronic communications where other laws require the production of paper documents.

Section 12 – Note

If someone is required to record or store information or documentation in writing, that requirement can be fulfilled by storing or recording information in electronic form.

To achieve national uniformity, all States and Territories have adapted and Realized Electronic Transactions in the form of laws that complement the Commonwealth ETA. This state law layer because it includes private sector transactions. The laws of all states and territories are:

- a) Electronic Transaction Law 2001 / Capital of the country
- b) Electronic Transaction Act 2000 / New South Wales
- c) Electronic Transaction Act 2001 / Northern Territory
- d) Electronic Transaction Act 2001 / Queensland /
- e) Electronic Transaction Act 2000 / South Australia
- f) Electronic Transaction Act 2000 / Tasmania
- g) Electronic Transaction Act 2000 / Victoria
- h) Electronic Transaction Law 2002 / Western Australia.

The ETA of States and Territories is generally a reflection of the Commonwealth ETA, with little minor differences in definitions, and some additions.

2.2 Comparative Overview of Cyber Notary System Arrangements in Indonesia and in Australia

Table 1. Similarities and differences in the arrangement of Cyber Notary systems in Indonesia and in Australia

Cyber Notary in the norm order in Indonesia	Cyber Notary in the norm order in Australia	The difference and the equation
The Cyber Notary System is explained in 3 Law ⁶ , namely UU No 2 of 2014 concerning changes to Law No. 30 of 2004 concerning Notary Position, Law No. 11 of 2008 concerning Information and Electronic Transactions (ITE Law), Law No. 40 of 2007 concerning Limited liability company.	How many Cyber Notary arrangements are in the explanation of the 1999 Electronic Transaction Act / Electronic Transactions Act 1999 / ETA (Australia)	(difference) Indonesia has its own rules in which there is clearly stated authority in running the notary profession including in connection with the identification of transactions electronically (Cyber Notary). Whereas Australia does not have a separate / specific regulation that explains explicitly the authority of its notary in conducting services under the Cyber Notary system, because the service mechanism becomes part of the electronic trans ¹² on form stipulated in the 1999 Electronic Transaction Act / Electronic Transactions Act 1999 / ETA (Australia) (Equality) In Functions and objectives: The Cyber Notary System is equally a regulation in the form of public servants quickly.

		<p>concisely, and has a legal protection value for all parties. in Indonesia with the Registration of Online Companies, through the Legal Entity Administration System or abbreviated as SABH, and in Australia with the e-apostille system. In the aim of the two countries, namely together to raise the potential of the economy and trade in and outside the country.</p>
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III. Conclusion And Recommendation

3.1 Conclusion

Based on the description that the author has described above, a conclusion can be drawn as follows, the regulation of the norms about the Cyber Notary system in Indonesia is in the Law, namely a. Law No. 2 of 2014 concerning changes to Law No. 30 of 2004 concerning Notary Position. b. Law No. 11 of 2008 concerning Information and Electronic Transactions (ITE Law), c. Law No 40 of 2007 concerning Limited Liability Companies, and for Australian Countries, how many Cyber Notary Arrangements are explained in the 1999 / Electronic Electronic Transaction Act Transactions Act 1999 / ETA (Australia). The difference lies in Indonesia having its own rules in which there is clearly stated authority in running the notary profession including in relation to the identification of transactions electronically (Cyber Notary), while Australia does not have a separate / specific rule that explains explicitly the authority of the notary in performing services with the system Cyber Notary, because the service mechanism is part of the form of electronic transactions that have been regulated in the 1999 Electronic Transaction Act / Electronic Transactions Act 1999 / ETA (Australia). The equation is seen in the Function, the Cyber Notary System is both a regulation in the form of public servants quickly, succinctly, and has legal protection for all parties. in Indonesia with the Registration of Online Companies, through the Legal Entity Administration System or abbreviated as SABH, and in Australia with the e-apostille system. In terms of its objectives, namely the implementation of the Cyber Notary system in the two countries, which are both aimed at raising the potential of the economy and trade inside and outside the country.

3.2 Recommendation

Based on the research results above, the author would like to give the following suggestions:

Uniformity of the legal umbrella is needed, especially in realizing the concept of cyber notary that has been accommodated through the Act of Notary Position No. 02 of 2014, in this case it is necessary to re-analyze the ITE Law specifically in the provisions of Article 5 paragraph (4) letters a and b, so can provide synergy and harmony that mutually support one another so that the relevant related regulations are not mutually conflicting. To refine the authority of the notary in article 15 paragraph (3), namely to specify transactions electronically (Cyber Notary) the author proposes to the Indonesian government to consider a discourse to ratify the Hague Convention in 1961. The acceptance of this Convention will facilitate traffic in a chain and convoluted process, consuming time and money that are not small to obtain public documents that are abroad. This series of legalization formalities can be changed into one step, namely that a certain paper station is called "Apostille", and then the "e-Apostille" mechanism also follows immediately. In terms of improving notary services as a whole, it is expected that there will be separate laws and implementing regulations for notaries as a form of legal protection that regulates the authority of notaries in providing authentic deed services under the Cyber Notary mechanism.

Reference

Books

- [1] Edmon Makarim. 2013. "Notaris dan Transaksi Elektronik, Kajian Hukum tentang Cyber Notary atau Electronic Notary". Second edition. PT Rajagrafindo Persada, Jakarta.

- [2] Indra Pranajaya. 2012.” *Studi Komparatif Terhadap Jabatan dan dan kode etik di Indonesia dan Jepang* “. Thesis of Notary Masters in the University of Indonesia.
- [3] Leslie G Smith. 2006. *The Role of the Notary in Secure Electronic Commerce*, Information Security Institute Faculty Of Information Technology, Queensland University of Technology.
- [4] Mariam Darus Badruzaman, *Mendambakan Kelahiran Hukum cyber (Cyber Law)di Indonesia*, Pidato Purna Bhakti, Medan, November 13, 2001.
- [5] Munir Fuady. 2007. *Perbandingan Ilmu Hukum*. PT Refika Aditama, Bandung (Hereinafter called Munir Fuadi I).
- [6] R.A. Emma Nurita. 2012. *Cyber Notary, Pemahaman Awal dalam Konsep Pemikiran*. Refika Aditama, Bandung.

Regulations

- [1] The Civil Code (Burgerlijk Wetboek) of the Republic of Indonesia.
- [2] Law of the Republic of Indonesia Number 2 of 2014 concerning amendments to Law Number 30 Year 2004 concerning Notary Position.
- [3] Law of the Republic of Indonesia Law No 11 of 2008 concerning Information and Electronic Transactions (UU ITE)
- [4] Law of the Republic of Indonesia Number 40 of 2007 concerning Limited Liability Companies
- [5] 1999 Electronic Transaction Act / Electronic Transactions Act 1999 / ETA (AUSTRALIA)

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