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Validity of Electronic Signature in Notarial Deeds and the Obligation of Parties' Presence

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ABSTRACT: During the notary practice, the signature used on a notary act is usually wet signature that has been legally recognised. However, with the advancement of technology, electronic signatures are becoming more and more popular, including when making notary acts. However, legal debate remains about the validity of the electronic signature in a notary's act, especially as to whether the party must be physically present before the notary. The purpose of this study is to examine the validity of the electronic signature in a notary's act as well as its relationship with the obligation of presence of the parties through normative methods. The research method used is normative jurisprudence with a legal-legislative and conceptual approach. This study looks at how electronic signatures work in a notarial act, evaluates its legal force in cases of dispute between parties, and compares them to conventional signatures. The study found that although electronic signature is recognised in some laws, such as the Information and Electronic Transactions Act, the application of electronic signatures in notary acts requires further legal clarification. In particular, it is not clear how an electronic signature can replace the physical presence of the party required to make a notarial act.

KEYWORDS: electronic signature, notarial acts, obligation of presence, normative analysis, legal validity

I. INTRODUCTION

The development of information and communication technology (ICT) has brought profound changes in various aspects of human life, including in the legal field. One of the innovations that has attracted the most attention in recent decades is the adoption of electronic signatures in various legal transactions. Electronic signatures, which use cryptographic technology to verify the identity and authenticity of documents, have offered a modern solution that promises efficiency, convenience and speed in carrying out various transactions. As digital technology advances, the need to integrate electronic signatures in various fields, including notary, is increasingly urgent. However, despite its clear benefits, the application of electronic signatures in legal documents such as notarial deeds raises various critical questions regarding their validity and validity.

A notarial deed is a legal document that has a very important position in the Indonesian legal system. This deed is not just an administrative document, but also functions as authentic evidence that has very high evidentiary power in the eyes of the law. Each signature contained in a notarial deed is not just a symbol or formality, but is an authentic element that is legally binding, stating that the contents of the document have been verified and approved by the interested parties. In this context, the role of a notary as a public official who is given the authority to make authentic deeds is very important. Notaries not only act as recorders and verifiers, but also as guardians of the legal integrity of every deed they make, ensuring that every deed has legal force that cannot be contested(Andasasmita, 1984). In this case, a fundamental question arises: can electronic signatures replace wet signatures in maintaining the validity and authenticity of notarial deeds?

In Indonesia, legal recognition of the use of electronic signatures has been regulated through Law no. 19 of 2016 concerning Information and Electronic Transactions (UU ITE). The ITE Law provides a legal framework that allows the application of electronic signatures in various digital transactions, by establishing certain conditions to ensure that electronic signatures have the same validity and legal force as conventional signatures. However, in the context of making a notarial deed, which is a legal document with a very important position in the legal system, the application of electronic signatures still requires more specific and strict regulations. Notarial deeds require higher and stricter standards to ensure that the validity and authenticity of documents are maintained, even though technology continues to develop.

In addition, Law no. 2 of 2014 concerning Law on the Office of Notary Public (UUJN) has updated various provisions governing the notary profession in Indonesia, with the aim of providing clearer guidelines regarding the responsibilities and authority of notaries. This law emphasizes the important role of notaries in maintaining the validity of every document created, while strengthening Law on the Office of Notary Public as guardians of legal integrity. However, even though this Law has provided a more modern legal basis, the specific regulations regarding the use of electronic signatures in making notarial deeds are still not comprehensive enough. One aspect that requires special attention is the mandatory physical presence of the parties in the process of making a deed, which has been considered an essential element in the document verification and authentication process(Andasasmita, 1984).

The physical presence of the parties before the notary is not only intended to ensure that the identity and intentions of the signatories are verified directly by the notary, but also to ensure that the notary can read the deed in the presence of the parties, as regulated in the Notary Position Law. Reading the deed in front of the parties aims to ensure that all parties fully understand the contents of the document they are about to sign, so that no party feels disadvantaged or is unaware of the legal consequences of their actions. This process provides a guarantee that the documents created truly represent the wishes of the parties without any elements of coercion, fraud or misunderstanding. However, with advances in digital technology, new alternatives have emerged that allow this process to be carried out online, such as through the DocuSign platform. This innovation raises a new dilemma in notarial practice: is physical presence still necessary in the digital era, or can technology provide an equivalent level of security, legitimacy and transparency?

Furthermore, the use of electronic signatures is also related to the issue of freedom of contract, which is a basic principle in civil law. Freedom of contract allows the parties to an agreement to determine for themselves the manner and form of signing that suits their needs. However, in the context of notarial deeds, this freedom must be balanced with the responsibility to ensure that every document produced is not only valid, but also has legal force that cannot be questioned. Therefore, it is important for existing regulations to not only accommodate technological innovations, but also ensure that any such innovations do not reduce the standards of security, transparency and legitimacy that have long been the hallmark of notarial practice.

This research aims to carry out an in-depth normative analysis regarding the validity of electronic signatures, especially those carried out via the DocuSign platform, in making notarial deeds. Apart from that, this research will also evaluate the mandatory presence of the parties in the process of making a deed, including the reading of the deed by a notary in the presence of the parties, as well as how the latest Notary Position Law responds to this challenge. With a comprehensive and holistic approach, it is hoped that this research can make a significant contribution to the development of clearer and more effective regulations, as well as strengthening public trust in the integrity of the legal system in the ever-developing digital era.

II. RESEARCH METHODS

The researcher used a normative juridical approach method with the aim of conducting a study of statutory regulations, legal studies and jurisprudence which are related to the research topic. The researcher conducted a literature study and carried out a normative analysis by collecting data and combining it to form a logical and systematic description. The use of research specifications is descriptive analytical. Researchers use descriptive analytical research specifications to describe or describe and explain in full the object of the problem that exists in revealing the Normative Analysis of the Validity of Electronic Signatures Through Documents in Notarial Deeds and the Obligation of Attendance of the Parties (Fajar & Achmad, 2010).

The use of secondary data as a normative legal basis in this research aims to find data sources that support information and support the primary data. The data source was obtained by the researcher through the library and the researcher's personal library collection, with the implementation being a library or literature study(Soekanto, 1986). The next stage carried out by the researcher was to qualitatively analyze the data with the aim of solving the research problem and drawing conclusions starting with a general discussion from level to specific (deductive method) (Suteki, 2018).

III. DISCUSSION

A. Legal Basis For Electronic Sigantures

The main legal basis governing the use of electronic signatures in Indonesia lies in several implementing laws and regulations that complement each other.

The main legal basis for the use of electronic signatures in Indonesia is Law no. 11 of 2008 concerning Information and Electronic Transactions (UU ITE). The ITE Law provides a clear legal framework regarding various aspects of electronic transactions, including the use of electronic signatures. According to this law, an electronic signature is considered valid if it meets certain criteria, such as guaranteeing the integrity of the document and the identity of the signer. This law stipulates that electronic signatures have legal force equivalent to wet signatures, as long as they meet the specified requirements.

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In 2016, the ITE Law was amended through Law no. 19 of 2016. This amendment clarifies and strengthens regulations regarding electronic signatures by emphasizing the importance of cryptographic technology and certification to ensure the validity of electronic signatures. The updated ITE Law confirms that electronic signatures that meet legal requirements have the same legal force as manual signatures. This amendment also introduces additional provisions aimed at increasing public confidence in the use of electronic signatures in digital transactions.

In addition to laws, implementing regulations play an important role in supporting the use of electronic signatures. One important regulation is Government Regulation no. 82 of 2012 concerning Implementation of Electronic Systems and Transactions. This regulation regulates the implementation of electronic systems and electronic transactions, including the use of electronic signatures. This PP sets out the technical and procedural requirements that must be met to ensure that electronic signatures are reliable and safe to use.

Apart from that, there is Minister of Communication and Information Regulation No. 20 of 2016 concerning Protection of Personal Data in Electronic Systems. This regulation regulates the protection of personal data used in electronic transactions, including data related to electronic signatures. This regulation aims to ensure that the personal data of electronic system users, including data used for electronic signature verification, is properly protected from misuse and leakage.

Another relevant regulation is Minister of Communication and Information Regulation No. 11 of 2018 concerning Implementation of Electronic Certification. This regulation regulates electronic certification and the provision of certification services that are important to ensure the validity of electronic signatures. This regulation includes provisions regarding the certification process, certification service providers, and technical requirements that must be met for electronic signatures to be considered valid and accountable.

In the regulatory context, Law no. 19 of 2016 concerning Electronic Information and Transactions (UU ITE) is the main legal basis that regulates the use of electronic signatures in Indonesia. Article 11 Paragraph (1) of the ITE Law regulates that electronic signatures have the same legal force as wet signatures if they meet certain requirements regulated in the law. In more detail, Article 11 Paragraph (2) of the ITE Law states that electronic signatures have legal force and legal consequences as long as they meet the following requirements:

1. Electronic Signature creation data relates only to the Signer;
2. Electronic Signature creation data during the electronic signing process is only under the control of the Signer;
3. any changes to the Electronic Signature that occur after the time of signing can be known;
4. any changes to the Electronic Information related to the Electronic Signature after the time of signing can be known;
5. there are certain methods used to identify who the Signatory is; And
6. There are certain ways to show that the Signer has given consent to the relevant Electronic Information.

This means that the system used for electronic signatures must be able to ensure that documents are not altered once signed and that the identity of the signer can be accurately verified.

Article 12 of the ITE Law adds that electronic signatures must be generated through an electronic system that meets certain technical and procedural standards. Article 12 Paragraph (1) stipulates that the system must be able to maintain data integrity, identity authentication, and data security. This is important to ensure that electronic signatures cannot be forged and that data associated with the signature remains secure. Article 12 Paragraph (2) continues by stating that the electronic system must meet applicable certification requirements, meaning that the system must be reliable in the process of verifying and validating electronic signatures.

In this case, Government Regulation no. 82 of 2012 concerning Implementation of Electronic Systems and Transactions provides very important additional guidelines. Article 7 Paragraph (1) of this regulation stipulates that electronic system operators must comply with the technical and procedural standards set by the government. It aims to ensure that the systems used in electronic signatures are reliable and meet strict security requirements. Article 8 Paragraph (1) regulates that electronic systems must guarantee data integrity and security and meet applicable certification requirements. It creates mechanisms to protect data from unauthorized access and unwanted changes. Article 9 Paragraph (1) further stipulates that electronic transaction organizers must provide mechanisms for verification and validation of electronic signatures, emphasizing the importance of effective verification in ensuring the validity of signatures(Divia Fitcanisa & Azheri, 2023).

Minister of Communication and Information Regulation No. 11 of 2018 concerning Implementation of Electronic Certification also makes an important contribution in regulating electronic signatures. Article 5 Paragraph (1) of this regulation states that electronic certification providers must fulfill the specified technical requirements, including the use of cryptographic technology to guarantee the validity of electronic signatures. This technology is important to ensure that electronic signatures cannot be forged and certificate data remains secure. Article 6 Paragraph (1) regulates that electronic certificates must be issued through a strict verification process and ensure that the certificate data does not change after being issued. Article 8 Paragraph (1) states

that electronic certification providers must maintain the confidentiality of data and information related to certification, emphasizing the need for data protection in the context of electronic certification.

In addition, Minister of Communication and Information Regulation No. 20 of 2016 concerning Protection of Personal Data in Electronic Systems stipulates that electronic system operators are obliged to protect users' personal data from unauthorized access and misuse. Article 6 Paragraph (1) stipulates this obligation firmly, while Article 7 Paragraph (1) regulates that personal data used in the electronic signature verification process must be stored securely and cannot be accessed by unauthorized parties. Article 9 Paragraph (1) further regulates that electronic system operators must provide mechanisms for monitoring and auditing the use of personal data, including those related to electronic signatures (Sihombing, 2020).

Overall, the legal basis for the use of electronic signatures in Indonesia has been comprehensively regulated through the ITE Law and its amendments, as well as various related implementing regulations. These laws and regulations provide a strong legal basis for the use of electronic signatures, ensuring that this technology can be used legally and securely in a variety of digital transactions. To maintain the relevance and effectiveness of regulations as technology advances, continuous updates and adjustments are needed in existing regulations.

B. Electronic Sigantures On Notarial Deeds And The Obligation Of The Parties To Be Present

In the digital era which continues to develop rapidly, information and communication technology (ICT) has changed many aspects of human life, including in the legal realm. One innovation that is becoming increasingly popular is the use of electronic signatures in legal documents, such as notarial deeds. Electronic signatures utilize cryptographic technology to ensure the identity and authenticity of documents, providing a modern alternative that offers convenience and efficiency in administrative processes. However, the application of electronic signatures to notarial deeds raises a number of challenges, especially those related to legal validity and compliance with the obligation of physical presence of the parties as well as the process of reading the deed by a notary (Dilla Wardhani & Musyafah, 2023).

Regulations in Indonesia have explicitly recognized electronic signatures as a legitimate part of the legal process. Through Law No. 19 of 2016 concerning Electronic Information and Transactions (UU ITE) and other supporting regulations, electronic signatures are stated to have the same legal force as wet signatures, provided that certain requirements are met. These requirements include guarantees of the integrity and authenticity of documents, the ability to verify the identity of the signatory, and the use of technology that meets technical standards and has valid certification. Thus, electronic signatures are not only legally recognized, but are also regulated so that they can be applied safely and reliably (Ngadino, 2019).

However, even though this legal recognition is clear, the author sees gaps that need to be taken into account, especially when electronic signatures are applied in the context of notarial deeds. On the one hand, the ITE Law provides a strong foundation for the validity of electronic signatures. However, on the other hand, the Notary Position Law (UUJN) still adheres to traditional principles which require the physical presence of the parties and the reading of the deed before a notary as an absolute requirement. These conditions create tensions between technological advances and long-established legal practices, raising important questions about how these two rules can interact without conflict.

The author sees that there is a gap in harmonization between the ITE Law and other supporting regulations and the UUJN, especially in terms of implementing electronic signatures on notarial deeds. Even though the ITE Law and other supporting regulations recognize the validity of electronic signatures in general, the UUJN still requires strict physical procedures in making notarial deeds. This loophole creates challenges in implementing electronic signatures, especially because physical presence and reading of the deed before a notary is considered an important part of the process of verifying identity and document validity.

Therefore, although electronic signatures are legally recognized and even encouraged to be used in various electronic transactions, we cannot simply apply them in all aspects of the law without considering their impact on existing regulations, especially in the context of notarial deeds. It is important to review the UUJN from this perspective. Is it possible that the regulations requiring physical presence and reading of deeds before a notary can be adjusted to technological developments, or are there other approaches that can accommodate electronic signatures without sacrificing the integrity of notarial law?

This is something that needs to be considered in depth. Although regulations have paved the way for the use of electronic signatures, their application in notarial deeds requires further study. This is important to ensure that the application of this technology is not only legally valid, but also in line with the essence of the law governing the duties and responsibilities of notaries. Thus, the use of electronic signatures in notarial deeds can be done while maintaining public trust in the notarial process and protecting the rights of the parties involved.

When viewed from the notarial side, the application of electronic signatures is closely related to the legal force of authentic deeds. Based on Article 1868 of the Civil Code, one of the requirements for a deed to be considered authentic is that the deed must be made before an authorized official, which means that the signature on the deed must be done before a notary. This

provision is also regulated in Article 16 paragraph (1) letter c of the Notary Law which requires the parties present to include letters, documents, and fingerprints on the minutes of the deed and Article 16 paragraph (1) letter m which states that the Notary must be present to read and sign the deed (Tobing, 1999).

When discussing the application of electronic signatures in notarial deeds, we need to carefully consider how this regulation relates to the obligation of physical presence of the parties and the process of reading the deed by the notary. In Law no. 2 of 2014 concerning the Position of Notaries (UUJN), the role of notaries in making deeds is regulated very clearly and in depth. Article 15 Paragraph (1) UUJN emphasizes that a notary has the obligation to check the identity of the parties appearing to make a deed. This process, which is usually conducted physically, gives the notary the opportunity to meet the parties in person and ensure that their identities and intentions can be verified in person. This is an important step in ensuring that the deed made truly reflects the wishes of the parties involved, free from elements of coercion or fraud (Ngadino, 2019).

Apart from that, Article 16 Paragraph (1) UUJN also regulates the importance of reading the deed by a notary in the presence of the parties concerned. This reading is an integral part of the deed making process, where the notary directly reads the contents of the document so that all parties can understand it clearly before giving approval. This provision reinforces the importance of physical presence in the notarization process, because it is through this physical presence that the notary can ensure that the parties fully understand what they are signing, and that the deed is made on the basis of mutual agreement (Omiyani, 2024).

But if we look at Article 15 paragraph (3) UUJN and the explanation of the article, a notary has the authority to certify transactions electronically (cyber notary). The article regulating certification of transactions via cyber notary seems to cause confusion, especially if it is understood as ratifying transactions carried out online and is considered a notarial deed. The author defines “certification” in this context as an electronic signature. However, this understanding actually contradicts the provisions of Article 16 paragraph (1) letter m in the same law, which requires physical signatures by the Notary and the parties. This creates a conflict between the two articles in the context of the application of cyber notary in notarial practice (Putri & M.S., 2024).

Cyber notary basically functions to carry out certification and authentication in electronic transactions. This certification means that the Notary has the authority to act as a Certification Authority (trusted third party) and can issue digital certificates for the parties involved. In this context, certification can be interpreted as an electronic signature that is legally recognized. Meanwhile, authentication is related to fulfilling the legal aspects required in electronic transactions. In other words, the use of electronic signatures via Cyber Notary is indeed possible and legally valid if seen from Article 15 Paragraph (3) UUJN(Ade Izdihar et al., n.d.).

Article 15 and Article 16 paragraph (1) in the UUJN actually reflect two provisions in one law that are interrelated, but there is a conflict between the two. Article 15 gives authority to Notaries to certify transactions through cyber notaries. However, Article 16 relating to the elements of authenticity of deeds in accordance with Article 1868 of the Civil Code seems to be more supportive of traditional procedures that require physical presence and direct signature. This shows a discrepancy between modern regulations on cyber notaries and traditional provisions on authenticity of deeds.

However, the application of electronic signatures in this context raises an important question: Can the use of electronic signatures in making notarial deeds interfere with the legal validity of those deeds? In theory, electronic signatures are recognized by the ITE Law and have the same legal force as wet signatures. However, when talking about notarial deeds, the use of electronic signatures can open up potential problems in the future, especially if the deed does not comply with UUJN provisions.

For example, if a notary makes a deed of company establishment (PT) using an electronic signature without the parties' physical presence and without the deed being read in their presence, there is a risk that the deed could be considered invalid or not qualify as an authentic deed. This could happen if it is later discovered that the procedures required by UUJN have not been fulfilled. Deeds that do not qualify as authentic deeds have serious impacts because they do not have strong evidentiary power before the law. In other words, if a legal dispute occurs in the future, the deed can be questioned and even declared null and void. In the case of the deed of establishment of a PT, this can cause various legal problems that have the potential to harm the parties involved, including canceling the establishment of the PT or not recognizing the deed as valid evidence(Kholidah et al., 2023).

In essence, regarding the use of electronic signatures in notarial deeds, the author is of the opinion that notarial deeds may be at risk of cancellation if the formal procedures established by law are not strictly followed. In the UUJN context, there are provisions that require the parties to be physically present before a notary. This presence is not just symbolic, but is essential to ensure that the deed made meets the legal requirements as an authentic deed. The requirement to appear before a notary provides space for the notary to carry out his duties properly, including verifying the identities of the parties and ensuring that they understand and agree to the contents of the deed being made.

Although UUJN does not explicitly stipulate that the signature affixed must be a wet signature, the author assumes that with the requirement for the parties to be present and listen to the reading of the deed by the notary, the wet signature should

be considered an integral part of the process. This wet signature is a real symbol of the agreement of the parties to the contents of the deed, which is attended directly by the notary as a witness who ensures the validity of the action.

According to Dr. Ngadino, SH, SP.N., MH, in his book "Tugas dan Tanggung Jawab Jabatan Notaris di Indonesia", one of the factors that can cause a deed to be considered invalid or canceled is if there is an error in the deed-making procedure that does not comply with the provisions of the law. Inappropriate procedures, such as replacing physical presence with virtual presence without being supported by a valid reading of the deed, or the use of electronic signatures without adequate verification, can reduce or even eliminate the evidentiary power of the deed as an authentic deed. When this happens, the deed becomes vulnerable to being questioned later, especially if there is a party who feels aggrieved (Ngadino, 2019).

Cancellation of a deed due to inappropriate procedures not only results in the deed not being recognized in the legal process, but can also have far-reaching implications for the parties involved, such as cancellation of the transaction, decreased public confidence in the validity of the deed made, and the potential for legal disputes. prolonged. Therefore, even though technology such as electronic signatures brings convenience, the use of this technology must always be in line with the provisions in the Notary Position Law, so that the validity and legal force of the resulting deed is maintained.

The obligation of the physical presence of the parties and reading the deed in their presence is not just a formality, but the essence that guarantees the validity and legal force of the deed. By substituting or ignoring this procedure, the validity of the deed can be questioned, opening up opportunities for the deed to be deemed invalid and null and void. This risk not only impacts the legal status of the deed, but also the legal interests of the parties relying on it.

Therefore, although electronic signatures are legally recognized and offer convenience in electronic transactions, their application in making notarial deeds must be done with great care. Notaries need to ensure that all procedures regulated by the Notary Public Law are still fulfilled, even if electronic signatures are used. Without fulfilling the obligation to be physically present and read the deed, the deed made can lose its status as an authentic deed, which in turn can have significant legal consequences in the future. This is the reason why we must be more careful in looking at the use of electronic signatures in the context of notarial deeds, and ensure that every step taken remains within existing legal corridors (Dhoni Martien, 2023).

C. Electronic Signature System And Regulatory Harmonization

The author gives the example of DocuSign, which is an electronic signature platform that offers various features to ensure the security and validity of digital documents. Key features of DocuSign include a rigorous authentication process, where the signer's identity is verified through a variety of methods, including email, SMS, and legally recognized digital certificates. Additionally, DocuSign uses advanced encryption technology to protect data during the signing process, as well as providing an audit trail that documents every action taken on the document. Integration with other platforms also allows DocuSign to streamline workflows and ensure that documents can be accessed and managed securely.

Electronic signature systems such as DocuSign present innovations that address crucial challenges in the document verification and authentication process through the use of cryptographic technology and digital certification. For example, DocuSign ensures signature authenticity with a rigorous authentication process, where the identity of the signer is verified through a variety of methods, including the use of legally recognized digital certificates. Thus, this technology provides an additional layer of security that is important in ensuring document integrity.

However, even though it offers sophisticated solutions, the application of electronic signatures in the context of notarial acts still requires careful regulatory adjustments. A notarial deed not only functions as a means of proof, but also as a formal manifestation of an agreement that has been approved by the parties with the supervision of a notary. Therefore, existing regulations must be able to accommodate technological innovations such as electronic signatures without sacrificing fundamental elements of the notarization process, such as physical presence as regulated in the Notary Position Law (UUJN) (Miando P. Parapat, 2022).

Legal uncertainty arises when there is a conflict between the ITE Law which recognizes the validity of electronic signatures and the UUJN which stipulates the obligation of physical presence in the notarization process. In this case, if a notary chooses to use an electronic signature without the physical presence of the parties, the resulting deed risks facing validity challenges. Although an electronic signature may fulfill all the requirements set out by the ITE Law, non-compliance with the UUJN may cause the deed to be considered legally defective (Divia Fitcanisa & Azheri, 2023).

The implications of this inconsistency are very significant, especially if the deed is used as evidence in a trial. Uncertainty regarding the validity of a deed can open up opportunities for interested parties to challenge its validity, which in turn can damage the integrity of the document and reduce public confidence in the legal system. Therefore, there is an urgent need for regulatory harmonization, where the ITE Law and UUJN can be harmonized so that they are able to accommodate technological developments while maintaining the basic principles of notarization law (Dhoni Martien, 2023).

However, there are still significant gaps indicating that current regulations have not fully kept pace with technological advances. There needs to be harmonization of regulations related to this matter so that they can accommodate all related aspects, both in terms of technological security and legal validity. If this gap is not immediately addressed, the risk of legal uncertainty will continue to threaten, which could result in both legal and economic losses for the parties involved, as well as damage public trust in the legal system.

IV. CONCLUSION

The validity of notarial deeds made with electronic signatures remains a complex and controversial issue in the Indonesian legal system. Although the ITE Law recognizes electronic signatures as valid if they meet certain requirements, their application in the context of notarial deeds is not automatically considered valid due to the special requirements in the Notary Law (UUJN).

UUJN emphasizes the importance of the physical presence of the parties and the reading of the deed by a notary as an integral part of the deed-making process. The absence of physical presence and the use of electronic signatures without direct reading in front of the parties can cause the deed to lose its authentic power and only be considered a deed under hand. Article 5 Paragraph (4) of the ITE Law also excludes notarial deeds from the category of valid electronic documents, so that notarial deeds made electronically can be questioned as to their validity.

Therefore, to guarantee the validity of notarial deeds that use electronic signatures, it is necessary to harmonize and update regulations that recognize the validity of electronic signatures in the notarization process, without ignoring the principles of physical presence and reading of deeds by notaries. Without this legal update, notarial deeds made with electronic signatures are at risk of being deemed invalid and losing their evidentiary power in the eyes of the law.

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