

The Strength of the Deed of Deposit for Electronic Contract Conducted by Notary in Electronic System Implementation in Indonesia

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Abstract

The notary has an authority to certify deeds and has other authorities. Notary products, in the form of deed of deposit, function to rewrite contracts made by persons who have been verified by Electronic System Operators, that the electronic certificates of the parties are indeed authorized to sign the electronic contract and provide guarantees that the contract has actually been made on their platform so that physical (printed) evidence of the electronic agreement made by the parties can be printed through and verified in advance by the service provider electronic system operator. This paper aims to analyze the validity of deed of deposit ("van depot" deed) made by a notary on electronic contracts in the implementation of electronic systems in Indonesia. The research method used is normative, with using secondary data obtained from library research, including primary, secondary, and tertiary legal sources. Whereas the deed of deposit or "van depot" deed is an certified deed made by a notary for the authority he has in making certified deeds. The deed of deposit or "van depot" deed provides the storage of a document that is kept by a notary, which furthermore explains in the deed of deposit that the applicant orders to the notary to keep a document, which is owned or given to him so the document will be more secure. The authority of a Notary in making certified deeds in the case of a deed of deposit or "van depot" deed of Electronic Contracts allows a synergy between the Law of Electronic Information and Transactions, Legal Products and Notary Legal Products in the future. Based on the authority of the Notary in making the deed of deposit or "van depot" deed for the electronic contract, what is the form of the deed of deposit or "van depot" deed for the electronic contract. Which title of the Deed must be used: "Deed of Deposit of Electronic Contract" or "van depot" Deed of Electronic Contract"?

Keywords: Notary; "van depot" Deed; Electronic Contract; Deed of Deposit.

Переваги депозитного акта для електронного договору, укладеного нотаріусом, у впровадженні електронної системи в Індонезії

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Анотація

Нотаріус має повноваження посвідчувати договори та інші повноваження. Нотаріально посвідчені договори, у вигляді депозитарного договору, функціонують для перепису електронних контрактів, укладених особами, які були перевірені Операторами електронних систем. Зокрема те, що електронні сертифікати сторін уповноважують їх підписувати електронний контракт і надають гарантії того, що електронний контракт дійсно був укладений на їхній платформі, щоб фізичні (друковані) докази електронного контракту, укладеного сторонами, могли бути роздруковані та засвідчені Оператором електронної системи. Метою цієї статті є аналіз дійсності депозитарного договору (договору «ван депо»), який складається нотаріусом для електронних контрактів у процесі впровадження електронних систем в Індонезії. Застосовано нормативний метод дослідження з використанням вторинних даних, отриманих із наявних наукових публікацій, включаючи первинні, вторинні та третинні юридичні джерела. Наведено визначення, що депозитарний договір, або договір «ван депо», – це посвідчений нотаріусом документ, складений згідно з його повноваженнями в посвідченні документів. Зазначено, що депозитарний договір, або договір «ван депо», передбачає зберігання документа нотаріусом, який, крім того, зазначає в депозитарному договорі, що заявник доручає нотаріусу зберігати документ, що належить або переданий йому, для більшої безпеки. Зауважено, що повноваження нотаріуса посвідчувати депозитарні договори, або договори «ван депо», електронних контрактів створюють синергію між Законом «Про електронну інформацію та транзакції», юридичними продуктами та нотаріальними продуктами. З урахуванням повноважень нотаріуса щодо складання депозитарного договору, або договору «ван депо», для електронного контракту розглянуто питання щодо форми депозитарного договору, або договору «ван депо», для електронного контракту та назви договору: «Депозитарний договір електронного контракту» або «Договір “ван депо” електронного контракту».

Ключові слова: нотаріус; договір «ван депо»; електронний контракт; депозитарний договір.

Introduction

Technology advances have greatly impacted modern business systems that lead to free trade using electronic intermediaries (e-commerce). With the involvement of the role of technology in conducting transactions, at this time it is possible for engagement to use cyberspace or virtual media intermediaries known as electronic contracts. An electronic transaction is basically an activity of exchanging information through an electronic communication system that is intended to carry out a certain legal action. The definition of electronic transactions is regulated in Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions and also Government Regulation Number 82 concerning Implementation of Electronic Systems and Transactions [1].

Furthermore, after making an agreement and finding an agreement between the parties -conventionally or electronically- the parties will proceed to the contract stage, according to Mariam Darus Badruzaman giving the meaning of a contract or agreement is, as a legal act that gives rise to an agreement, namely the legal relationship that occurs between two or more people located in the field of wealth where one party is entitled to achievement and the other party is required to fulfill achievement. Article 1320 paragraph 1 of the Civil Code requires that the parties in making a contract (written agreement) must both provide and ask for the fulfillment of their rights and obligations. The contract itself is a "charter" which is the basis as well as a guideline for the parties in carrying out the agreement. Therefore, as long as the Electronic Commerce contract has fulfilled the agreement of the parties and has been stated in writing, legally the Electronic Commerce contract can be said to have fulfilled the first element of the legal requirements of the agreement [2].

The role of a notary as a public official authorized to make authentic deeds related to contracts/agreement, based on the provisions of Article 1 paragraph 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary. The notary has the authority to make authentic deeds and has other authorities. Furthermore, other authorities of a Notary are also regulated in article 15 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary, namely that a Notary has the authority to make authentic deeds regarding all actions, agreements and stipulations required by laws and regulations. invitation and/or what is desired by interested parties to be stated in an authentic deed,

guarantee certainty of the date of making the deed, save the deed, provide the grosse of the deed, copies and quotations of the deed, all of that as long as the making of the deed is not also assigned or excluded to other officials or other people stipulated in the law.

Legal actions carried out by parties or business actors who carry out legal actions by conducting electronic contracts, how is the State present in providing protection to business actors who have carried out these legal actions. Notaries as officials who are given authority by law, especially Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Office of a Notary, when faced with legal issues regarding electronic contracts, the contract should be an underhand contract with evidence must be assisted, what is the solution that must be provided by a Notary when such legal actions are found.

The definition of deed of deposit (depot deed) made by a notary when someone asks him to keep a sign/stuk in the notary's protocol, from the deposit made by the notary, a deed is made. A deed made from a repository (deed of deposit or depot deed) is a relaas deed, namely a deed of a notary explaining what happened. The depot deed contains the submission of a deed by a person to the notary concerned for safekeeping, followed by a statement by the notary himself that the mark has been accepted for safekeeping. Thus the depot deed corresponds to the term used in the 1868 Civil Code, namely a deed made by a public official (Notary), the same as a deed of minutes or a deed of money order protests, and so on, but not a deed before a public official [3].

The notary product in the form of deed of storage (Depot Deed) functions to rewrite the contract entered into by parties who have been verified by the Electronic System Operator that the electronic certificates of the parties are indeed authorized to sign the electronic contract and provide guarantees that the contract has actually been made in their platform so that physical evidence (printed) of electronic agreements made by the parties can be printed through and verified in advance by the electronic system operator service provider.

Based on the brief description above, the researcher wants to raise a problem formulation as follows, discussion first, What is the validity of the deed of deposit on electronic contracts made by a notary in the administration of electronic systems in Indonesia. Second, What is the form of the deed of deposit for electronic contracts made by a notary in the administration of electronic systems in Indonesia.

Materials and Methods

This research will be structured using normative juridical research. Namely, research focused on examining the application of rules or norms in positive law.

The approach method used in this research is a statutory approach (Statute Approach), an analytical approach (Analytical Approach), and a conceptual approach (Conceptual Approach). The data needed to do used in this research is secondary data. Primary legal materials include the Civil Code, Law Number 2 of 2014 concerning Notary Positions and Law Number 19 of 2016 concerning Information and Electronic Transactions. Then secondary legal materials include libraries in the field of law, research results in law, scientific articles, journals, and the internet. Researchers use the library data collection method by collecting several books, documents, laws and regulations, scientific works, and other literature. The legal materials obtained will be analyzed qualitatively.

Results and Discussion

Validity of the Deed of Deposit on Electronic Contracts Made by a Notary in the Administration of Electronic Systems in Indonesia

The vital role of the civil law today is to provide the foundations for legal institutions, doctrines and transactions at the basis of civil society and commercial law while balancing private rights with legal obligations and responsibilities. Horizontal enforceability is a distinguishing feature of the civil law allowing direct action against those who fail in their civil law obligations and responsibilities – it does not depend on a report being made to and acted upon ‘top-down’ by a public authority within the public law realm. There are significant advantages to the state and society generally in fostering direct horizontal enforcement [4].

For developing countries especially Indonesia, innovation is highly expected and awaited as it is a precursor to improving the economy and welfare. Policies in developing countries greatly affect the growth of innovation. The Indonesian government is expecting the development of an innovation and entrepreneurship climate in realizing economic growth. Innovation and entrepreneurship are seen as engines that can spur prosperity and improve living standards. The Global Innovation Index (GII) ranks the world’s economies according to their innovation capabilities. It consists of approximately 80 indicators grouped into innovation inputs and outputs. The GII aims to capture the multi-dimensional aspects of innovation [5].

Indonesian state institutions and system as the subject of the courses has been undergoing rapid changes. Other than that, political dynamics are also highly influential to constitutional law studies as political actors also bring influence the state system. For instance, the election system in Indonesia has been altered for quite some time. In the beginning, the legislative and executive elections are conducted at different times. However, the Constitutional Court ruled that they

should be held simultaneously. Consequently, the curriculum should be changed accordingly

The authority of a notary, according to article 15 Law Number 2 of 2014 concerning Notary Positions, is to make authentic deeds regarding deeds, agreements and statutes that are required by laws and regulations and/or that are desired by interested parties to be stated in an authentic deed, guaranteeing the certainty of the date of manufacture deed, keep the deed, provide grosse, copy and quote the deed, all of that as long as the making of the deed is not also confirmed or excluded from other officials or other people determined by law [6].

Through this notary understanding, it can be seen that the task of a notary is to become a public official, while his authority is to make authentic deeds. Meanwhile, an authentic deed is a deed whose form is determined by law, made by or before public officials who have the power to do so, at the place where the deed was made. A notarial deed as an authentic deed is made according to the form and procedure stipulated by Law Number 2 of 2014 concerning Notary Positions.

One fact is that conventional transactions that use paper seem to have changed into forms of transactions that use electronic systems. This is in line with the global agreement in the United of Nations Commission on International Trade Law forum. which has long provided recommendations regarding the need for recognition of the legal value of electronic information and/or documents. United of Nations Commission on International Trade Law. has rolled out the Model Law on E-Commerce. and the Model Law on E-Signatures (2001), which all countries can use in developing their national legal systems to accommodate the dynamics of electronic commerce and regulation of electronic signatures [7].

Furthermore, for the sake of interoperability between countries, United of Nations Commission on International Trade Law forum also conducted a study on Promoting Confidence in E-Commerce: Legal Issues on International Use of Electronic Authentication and Signature Methods. a belief in electronic commerce. The study alludes to the role of the public notary in achieving electronic commerce effectiveness and shows the importance of paying attention to the development of the 1961 Hague Agreement on The Convention Abolishing the Requirement of Legalization for Foreign Public Documents, which directs every competent public authority (including notary) to simplify and format standard (Apostille) in certifying the authenticity of a public document into electronic form (electronic apostille) [8].

In Indonesia itself in 2008 it has also been regulated regarding Electronic Transactions and digital signatures which are regulated in the Law Number

19 of 2016 concerning Information and Electronic Transactions, which further regulates electronic documents and digital signatures that can be carried out by parties in making electronic documents and digital signatures. for those in need. However, the Law Number 19 of 2016 concerning Information and Electronic Transactions does not specifically mention the duties and powers of a Notary what can be done by a notary in the legal product of the Law Number 19 of 2016 concerning Information and Electronic Transactions.

However, in reality there are many users of electronic transactions in Indonesia, who in fact are businessmen, who want speed of time, a response that must be given by the government to assist them in the field of private law in Indonesia so that they can assist them in running their business so that they do not violate the law. their civil legal actions. This is because agreements in the business world will continue to develop as is currently happening in the world of industrial digitization which is characterized by the development of the internet or cyberspace. Business people who do not use or penetrate the world of industrial digitization 4.0 will be eroded and left behind by business people who use it, for example the world of direct selling or direct selling (face to face) will lose to direct selling who sell using the internet/cyberspace as it is today. In the agreement system, business people prefer the world of the internet/cyberspace, such as the use of electronic signatures/digital signatures as they are now.

Basically in Indonesia and the world as a whole even though Electronic Systems and/or Electronic Documents have been established by their respective countries and have been widely used, in government systems and those that are still recognized by the public at this time they still believe in physical printed evidence and real can be shown actually. This is the author's concern, even though the Law Number 19 of 2016 concerning Information and Electronic Transactions has guaranteed that the original and the copy are stated to be the same original or authentic, but can this be used directly by those who make electronic contracts directly in today's social life.

Documents in this case Electronic Contracts that have been made by the parties in Electronic System Operators, which have been affixed with digital signatures or (Digital Signature) which have been verified and ratified by Electronic System Operator companies whose systems have been recognized and received "reliable" certification by the Ministry of Communication and Information which is in accordance with Government Regulation Number 71 of 2019 concerning Implementation of Electronic Systems. Electronic documents in the form of physical printouts can be made a depository deed by a notary in the form of a depository deed [9].

Making Deed of Storage or Depot on the basis of an electronic contract or actions carried out electronically by the parties can be made a deed of deposit by a Notary. Considering that in considering the Law on Notary Position it is emphasized that in order to guarantee certainty, order and legal protection it is necessary authentic written evidence regarding actions, agreements, stipulations and legal events made before or by an authorized official. that Notaries as public officials who carry out their profession in providing legal services to the community, need to get protection and guarantees in order to achieve legal certainty. The notary, in this case, has the authority to make a deed based on article 1338 of the Civil Code, namely the principle of freedom of contract, the notary has the authority to make a deed if the contents of the deed do not violate decency, public interest, statutory regulations and unwritten regulations in the area based on the Law on Notary Position. and other laws and regulations [10].

The situation that is happening in Indonesia and the world in general, physical evidence is still needed, it cannot be denied that electronic evidence has also begun to be looked at by business people and legislators that they also exist and are present and needed in the digital world as it is now. But what is happening now is, we are not yet fully involved in the world of electronic or digital systems, so that real physical or written evidence is still needed so that we can help in the future if problems occur.

The use of electronic media does provide several conveniences compared to the use of paper as a medium. However, apart from this convenience, an information system requires reliable hardware and software and incidentally means dependence on third parties. This persistence is problematic in the field of engineering. Data storage requires up-to-date hardware and software in order to meet the durability to store and produce the data.

According to the author opinion the offer given by the Notary is by means of an Electronic Contract made by the parties by electronic means printed or printed by the Electronic System Operator service provider and given verification or legalization by the Electronic System Operator service provider so that it can be used as a basis for making a Deed Storage (Depot Deed) made by a Notary. Actions like this can be carried out by a notary if the printout has been verified and/or legalized and declared authentic printed and issued by a legitimate Electronic System Operator service provider and ensured that the parties are true holders of a valid and authorized Electronic Signature in the said agreement or contract.

The Form of the Deed of Deposit for Electronic Contracts Made by a Notary in the Administration of Electronic Systems in Indonesia Conclusion

The custom and practice regarding Deeds of Deposit or Depot Deeds in Indonesia is the safekeeping of wills, in the form of olographic wills, general wills and secret wills or closed wills. the original underhand made by a party that can be used to other parties in order to be authorized for the affairs given to him or often called a power of attorney. In practice, a power of attorney that has been deposited or made into a Deposit Deed or Depot Deed is a power of attorney from a bank to the director of a bank branch, to administer and carry out the duties and powers of the central branch to the head of the branch in the area on behalf of the directors [11].

It is this regulation through this Law that makes the Deed of Storage or Depot Depot of an electronic contract impossible to carry out because according to notary practice and habits this has never been done. Notaries in exercising their authority are based on laws and regulations, norms and habits that occur in society that do not conflict with legal regulations, norms and decency. one eye, but it must be considered as a challenge to notary organizations in Indonesia so that in the future there will be synergies between the digital world and notaries so that they go hand in hand and work together to advance law, especially private law in Indonesia. Because physical or real evidence is still needed in Indonesia at this time, this is because the progress of the times regarding digitization has not yet penetrated remote areas in Indonesia which have a very wide area.

In civil law, a notary as a public official, inevitably has to be recognized for his existence, bearing in mind the recognition of evidence consisting of oral evidence, evidence with witnesses, presumptions, confessions and oaths as stated in Article 1966 of the Law -The Civil Law Act Proof by writing is done either by authentic writings or by private writing. In order to fulfill the making of an authentic deed, an official is needed who will make it which is implied in the provisions of article 1868 of the Civil Code is An authentic deed is a deed in a form determined by or before public officials in charge for it in the place where the deed is he made [12].

Pride in the identity of a notary must be put forward compared to notaries in the common law legal system, who incidentally are stamp workers or ratification of an agreement where this task is also contained in a notary in Latin law, namely legalization. If it is related to the progress of the digitalization world, the Latin notary should not only be a stamp maker or legalizer in the digitalized world as it is today. The need for cyber notaries in the civil law legal system should be more developed than notaries in common law countries, Latin notaries must be able to develop and be more advanced in their thinking not to make deeds in

the digital world (because basically in an electronic system a notary is only an employee at a service provider Electronic System/Trusted Third Party) or only as a registration agent for electronic signatures.

Electronic Contracts based on the Law Number 19 of 2016 concerning Information and Electronic Transactions and Notaries as general officials who are given the power to make authentic deeds, which are given authority through the Law Number 2 of 2014 concerning Notary Positions and Article 1868 of the Civil Code, so that they can work in synergy, harmony, harmony and balance for the advancement of civil law in Indonesia. In this case the author provides input that Electronic Contracts in the digital world can be used as real or physical evidence by making a deed of deposit in a notarial deed, so that if the parties need it in connection with their work, they can request a copy of the deed of deposit which is based on a private deed in the form of an electronic contract. which has been verified by the electronic system operator [13].

According to the author opinion the behavior carried out by entrepreneurs or business actors is actually given the choice to take legal action, if the entrepreneur or business actor chooses to make an agreement and the contractual relationship is carried out electronically, the state must be present to provide legal protection for its citizens who take legal action. the. Notary as an official who is authorized by the State to record the wishes of the parties in accordance with the wishes of the parties so that they do not conflict with the legal regulations in force in Indonesia, the Notary should also be given the authority to record the wishes of the parties which are carried out electronically.

The making of the depositary deed is that the electronic contract has been affixed with a digital signature by the digital signature certificate holder who has the right to make the electronic contract and has also been printed or printed on paper and has been verified or legalized by the electronic system implementation service provider. The Electronic Hand must first be registered with a valid Electronic System Operator by the State so that when issuing an electronic contract that has been affixed with an electronic signature, the registered party is guaranteed by the state for the security of using the signature. the electronics.

The electronic contract that has been printed is declared original because the original information and its derivatives are no longer relevant to distinguish so that it can be used as a basis for making a deed of deposit carried out by a notary. Because the main requirement for making a safekeeping deed is a private deed made directly by the parties and affixed with wet signatures or thumbprints from the parties or it can be said that the private deed was originally made

and approved by the parties [14]. The notary in the case of making a deed of safekeeping cannot immediately trust the private deed that will be kept in the deed of deposit. there is a legal issue over the deed of deposit made by a notary or in other words, it is the person who appears before the notary who has the right to make a deed of deposit or vandepot deed [15].

Furthermore, the notary will write down the day, date and time the appearer made the deed. The notary is obliged to guarantee the certainty of the day, date, month, year and facing time listed or mentioned at the beginning of the Notary Deed, as proof that the parties appear and sign the deed on the day, date, month and time mentioned in the deed and all the manufacturing procedure has been carried out in accordance with applicable legal regulations in this case Law Number 2 of 2014 concerning Notary Positions.

The notary writes the domicile or area of office where the notary has the authority to make and formalize the deed in accordance with the provisions of Article 18 Law Number 2 of 2014 concerning Notary Positions. The authority of a Notary in his area of office as a condition for a deed to become an authentic deed, the Notary must be authorized insofar as it relates to the place where the deed was made. While the area of office of "notary concurrently" is the entire Regency area (Region Tk. II). Now it can be said that there are no more "multiple notaries", due to the prohibition from the Minister of Home Affairs of the Republic of Indonesia. to concurrently serve as a notary by these officials [16].

Next, the notary mentions/writes down the appearers who are present before him or a comparison containing the (identity of the parties making the akad, namely: name, place, date of birth, nationality, occupation, address and place of residence, as well as Indonesian Citizen Identity card . Comparison is the action/ position of the parties in/to make/sign a deed. The notary in the case of making a safekeeping deed does not guarantee the contents of the privately held contract which is used as the basis for the safekeeping deed, what is guaranteed by the notary is the procedure for making an authentic deed, namely [17]:

It is true that the appearer has been present at the delivery of the private deed which will be deposited to the notary, and

it is true that the notary is authorized to make the deed in accordance with article 15 Law Number 2 of 2014 concerning Notary Positions. After the conditions required by the notary are fulfilled, the notary will make the deed of deposit with the title deed, Deed of Deposit of Electronic Contract or Deed of Vandepot of Electronic Contract.

Regarding the contents of the deed of deposit or vandeport deed, it is the intention of the party to deposit the deed under the hand in the form of a deed under the hand from the results of printing or printing from the electronic system operator. the notary deed contains information, statements of the parties, and the notary makes it in a form that has been determined by law, and also the notary is not a party to the deed, the notary's name is included in the deed because of a law order. Canceling a notarial deed means outwardly not recognizing the deed, thus the deed is not a notary deed. Outwardly the evaluation of a notarial deed is not a notarial deed, so it must be proven from the beginning to the end of the notarial deed that the requirements regarding the form of a notary deed are not fulfilled. If it can be proven that the notarial deed does not meet the requirements as a notarial deed, then it will have the same evidentiary value as a private deed, the evaluation of which depends on the recognition of the parties and the judge. The form of the Storage Deed or Vandeport Deed is written or made as above so that the requirements for making an authentic deed can be carried out or fulfilled by a notary so that it fulfills the requirements in Article 38 Law Number 2 of 2014 concerning Notary Positions and also 1868 Civil Code as a condition for an Authentic Deed. Article 1868 B.W. is a source for the authenticity of a notarial deed and is also the basis for the legality of the existence of a notary deed.

Accordinging author opinion the situation that is happening in Indonesia and the world in general, physical evidence is still needed, it cannot be denied that electronic evidence has also begun to be looked at by business people and Legislation makers that they also exist and are present and needed in the digital world as it is now. But what is happening now is, we are not yet fully involved in the world of electronic or digital systems, so that real physical or written evidence is still needed in order to be able to help in the future if a problem occurs. The use of electronic media does provide several conveniences compared to the use of paper as a medium. However, apart from this convenience, an information system requires reliable hardware and software and incidentally means dependence on third parties. This persistence is problematic in the field of engineering. Data storage requires up-to-date hardware and software in order to meet the durability to store and produce the data.

Conclusions

Whereas the deed of safekeeping or vandeport deed is an authentic deed made by a notary for the authority he has in making authentic deed in accordance with the instructions of article 15 of the Law on Notary Office Number 2 of 2014. The deed of deposit or vandeport deed contains the storage of a document that is kept

to the notary, which further explained in the depository deed that the appearer (a person authorized or ordered by private deed made in electronic form) ordered the notary to keep a document under the hand that was owned or given to him so that the document felt more secure. The large number of users of Electronic Contracts in Indonesia actually enriches the repertoire of civil law in Indonesia, this gives the parties the choice to use legal products using electronic media or in conventional ways such as written agreements or using authentic legal product deed from a notary. However, the speed of time, cost and convenience offered by electronic contracts causes many parties to choose to use electronic media in making these contracts. The authority of a Notary in making authentic deeds in the case of a Depository Deed or Vandepot Deed of Electronic Contracts allows for a synergy between Law Number 19 of 2016 concerning Information and Electronic Transactions and Notary Legal Products in the future. Based on the authority of the Notary in making the deed of safekeeping or vandepot deed for the electronic contract, then what is the form of the deed of deposit or vandepot deed for the electronic contract.

Recommendations

The progress and development of the digital world cannot be rejected by society at this time so that harmony is needed between the digital world and notary legal products. New rules are needed so that the regulatory authorities can create a forum for discussion between the Ministry of Communication and Informatics and Notary Organizations in Indonesia in this matter to find the right middle ground for the interests of the parties. There needs to be further study regarding the deed of deposit or vandepot deed of further electronic contracts so as to enrich the legal repertoire of contracts or agreements in private or civil law in Indonesia and with the breakthroughs from the Indonesian Notary Association for its legal products, the Notary Profession is maintained his dignity. So that notaries in Indonesia are more secure for their dignity as a legal profession that is professional, independent and impartial in carrying out their profession.

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