

Validity of the Mortgage Deed Submitted by the Land Deed Official in the Form of Electronic Documents in Electronically Integrated Mortgage Services

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ABSTRACT

The role of PPAT in Electronic Mortgage is regulated through Ministerial Regulation ATR/KBPN No. 5/2020 which places it as a party that only submits deed and documents of completeness of requirements through partner electronic systems integrated with HT-el System, APHT made by PPAT is no longer delivered physically through the Land Office, but is delivered in the form of Electronic Documents, on the other hand Article 5 of Law No. 11 of 2008 on Transactions and Electronics states that the provisions on Electronic Information and/or Electronic Documents do not apply to letters and their documents that according to the Law must be made in the form of a notarial deed or deed made by the deed official, this is certainly a concern about the validity of the APHT made by PPAT, of course this will also affect the certificate of electronic mortgage issued under the deed, which is feared is the equatorial power contained in the certificate of mortgage to be weak and potentially detrimental to the creditors at the time of execution of the guarantee against the debtor who is injured promise / default.

Keywords: APHT; PPAT; Electronic Mortgage Certificate.

1. INTRODUCTION

The development of advances in technology today brings us in the digital age, where all the activities can be done in a more sophisticated way. Such developments also occur in the current system of government that has been applied in several agencies, an electronic-based system, all of which can be done all digitally, one of which is the Electronic mortgage (hereinafter called HT-el), it is a good step from the government, especially the Ministry of Agrarian and Spatial National Land Agency to facilitate the public to get services by utilizing the development of technology.

The implementation of HT-el system in the era of technological advancement is expected to make progress in the economic field, because the process is fast, the banking sector can quickly channel its credit, the success of economic development is not solely thanks to the support of adequate legal tools. But if economic development fails, then the legal tools will also be highlighted as the cause of the failure.[1]

The Government issued Regulation of the Minister of ATR/KBPN No. 5 of 2020 concerning Electronically Integrated mortgage Services (hereinafter referred to as Permen ATR/KBPN No. 5/2020) aimed at improving the service of mortgage that meet the principles of openness,

timeliness, speed, and ease in the framework of public services so that the procedures for the service of mortgage become more efficient. The Land Deed Official (hereinafter referred to as PPAT) serves as the sender of documents for the completeness of ht-el service application requirements.

The granting of mortgage is preceded by the existence of a principal agreement, namely a receivables agreement. It is an absolute requirement for creditors, namely as a bank in providing credit to debtors with guarantees of mortgage, thus, against the status of land that becomes the object of guarantee or collateral submitted by the debtor, must be done binding or imposition of mortgage through the signing of the Mortgage Deed (hereinafter referred to as APHT) made by PPAT as an assessment agreement for the payment of debtor's debt in the future.[2]

mortgage serve as legal protection for creditors who pay debts to debtors. Land as the object of mortgage can also include other objects that are one unit with the land because of its physical nature into a unit with the land, both existing and existing, in the form of permanent buildings, perennials and works, provided that the objects belong to the rights holder or property of the other party. [3]

The right of dependents as a guaranteed right to land has 4 (four) principles :

1. The Principle of Droit de Preference.
That is the principle that gives priority position for creditors as holders of mortgage.
2. The Principle of Droit de Suite.
That is, the Right of Dependents always follow the object that is guaranteed in the hands of whoever the object is in.
3. Fulfill the principle of speciality and publicity.
The principle of speciality stipulates that in the Deed of Granting the Right of Dependents must be stated expressly and clearly regarding the identity of the parties, the object of mortgage, the location of the object of mortgage, as well as the value of the rights of dependents. While the principle of Publicity stipulates that the granting of mortgage must be known by the public by registering the APHT to the local Land Office.
4. Execution is easy and certain.

Registration of mortgage has a very important role for creditors to obtain protection and legal certainty that the land guaranteed by the debtor has binding power for parties and third parties, and is a tool of evidence that the land that has been charged with the Right of Dependents has a strong legal force. So that the holder of the mortgage is guaranteed and guaranteed by law. [4]

Article 10 Permen ATR/KBPN No. 5/2020 states that PPAT submits deed and document of completeness of requirements through electronic system, in this case APHT as a deed submitted, sent in the form of electronic documents, it brings legal consequences for PPAT.

Law No. 11 of 2008 on Transactions and Electronics (hereinafter referred to as UITE) states that the provisions on Electronic Information and/or Electronic Documents do not apply to letters and documents that according to the Law must be made in the form of notarial deed or deed made by the deed official, this is certainly a concern about the validity of the APHT made by PPAT only sent in the form of Electronic Documents for the implementation of the registration process of electronic mortgage.

Related to this, the author feels that the validity of the APHT made by PPAT is very important, this will affect the electronic mortgage that are issued under the deed, which is feared the equatorial power contained in the certificate of mortgage becomes weak and potentially detrimental to the creditors at the time of execution of the guarantee. Related to this, the author feels that the validity of the APHT made by PPAT is very important, this will affect the electronic mortgage that are issued under the deed, which is feared the equatorial power contained in the certificate of mortgage becomes weak and potentially detrimental to the creditors at the time of execution of the guarantee.

This research discusses the validity of APHT as an authentic deed made by PPAT as well as the execution of electronic mortgage certificate. The research question is: How is the validity of APHT delivered by PPAT in the form of Electronic Documents in the service of HT-el

system? How is the Power of Electronic mortgage Certificate in carrying out executions to ensure legal certainty of the judiciary?

2. METHOD

The research methodology used is the normative legal or literature research method. This research studies literature or secondary research materials. Legal research on legal literature or normative juridical includes research on existing legal principles and norms. This research uses a statutory approach. The type of data used is secondary data where the data is obtained from books, literature, articles derived from newspapers, scientific papers and legislation related to the problem studied, the research stage includes literature research in order to obtain secondary data equipped with interviews conducted with sources in the relevant agencies to obtain primary data. The data analysis technique used by the authors in this study was to use qualitative normative analysis methods.

3. DISSCUSSION

3.1. *Validity of APHT made by PPAT in the form of Electronic Documents*

The existence of the Land Deed Official is very influential to help all processes related to land in Indonesia, the presence of PPAT provides services to all communities that require explanations related to the making of deed in the framework of land registration. PPAT in carrying out its basic duties must follow the provisions of the prevailing laws and regulations, according to Government Regulation No. 37 of 1998 concerning the Regulation of the Office of the Land Deed Maker, the authority of PPAT is to carry out some land registration activities by making a deed as evidence of certain legal actions concerning land rights or property rights to units of flats , which will serve as the basis for the registration of changes in land registration data resulting from certain legal actions. One of his authority makes an authentic deed against all legal acts concerning all rights to land and property rights to units of flats located within his work area.

Another main task of PPAT is to carry out some of the land registration activities, Article 1 point (1) PP No. 24 of 1997 states that Land Registration is a series of activities carried out by the Government continuously, continuously and regularly, including the collection, processing, evidentiary, and presentation and maintenance of physical data and juridical data, in the form of maps and lists, concerning land areas and units of flats , including the provision of proof of his rights to existing land areas and property rights to units of flats and certain rights that burden him.

Land registration aims to ensure legal certainty and certainty of land rights. With the registration of land, the parties concerned can easily know the status or legal

position of a particular land it faces, its location, area and boundaries, who owns it, and what burdens are on it.[6] One of the land registration activities conducted by PPAT is to register mortgage.

However, at this time the task of land registration previously carried out by PPAT, especially in the service of electronically integrated mortgage has now shifted, based on article 5 paragraph (1) letter c Permen ATR / BPN No. 5/2020 the role of PPAT in HT-el is as a user of electronic mortgage services. Article 5 paragraph (4) states that the User of HT-el System as referred to in paragraph (1) letter c is the person who utilizes the HT-el System provided by the Organizer which in this case is the Ministry of Agrarian and Spatial Planning.

The mechanism of electronically integrated mortgage services places PPAT as the party that submits deed and documents of completeness of requirements through the partner electronic system integrated with the HT-el System, the submission of such documents must be completed with a Statement letter on the liability of the validity and correctness of electronic document data submitted by PPAT.

After PPAT submits deed and document of completeness of requirements through the partner electronic system integrated with HT-el System, PPAT then informs the Bank to continue the registration process of Electronic mortgage in accordance with the data that has been achieved by ppat before. Next, ht-el service application that has been received by HT-el System is given proof of application registration issued by the system and will be processed after the application data and costs are confirmed by ht-el system. In the event that the requirements document is appropriate, the Head of Land Office or the appointed official gives approval for the upload of the requirements document and the concept of HT-el Certificate, the next until the 7th (seventh) day and the results of ht-el service are issued by ht-el system, then the Head of Land Office or appointed official is considered to give approval and/or ratification of ht-el certificate that has been issued and is administratively responsible for the results of HT-el Service. In addition to submitting deed and documents of completeness of requirements through ht-el system.

With this new provision, it also brings new legal consequences for PPAT to store and maintain both original deed properly and carefully so as not to be lost or destroyed. With the storage of both original APHT in the PPAT office, PPAT has full responsibility for the existence and integrity of both original APHT stored by it. When the original second sheet of PPAT deed is lost, PPAT does not have the authority to make a replacement for the original PPAT deed. This is one of the legal consequences of legal reform that can change at any time in accordance with developments in the era of digitalization.

Submission of documents relating to the registration of electronic mortgage brings legal consequences for PPAT, namely the increase in PPAT obligations that were originally only obliged to store the first sheet of APHT, now PPAT is obliged to store the second sheet of APHT as well, which means PPAT minyimpan 2 original deed in warkahnya, while apht submitted to bpn city / district local

for the service process HT-el in the form of Electronic Documents (softcopy) only, this is stipulated in article 9 paragraph (4) Candy ATR / KBPN Number 5 Year 2020 which states that the Requirements for HT-el Service application in accordance with the provisions of legislation and submitted in the form of Electronic Documents. In this case, the requirements for ht-el service application are including APHT deed made by PPAT. Then how is the validity of APHT submitted by PPAT in electronic documents in the process of issuance of Electronic mortgage Certificate.

Regarding its obligations as a public official who makes APHT and as the sender of documents in electronic mortgage services, PPAT is tasked to complete the data on APHT into the application of Partners of the Ministry of ATR / BPN. Article 20 paragraph (4) of Regulation of the Minister of ATR/KBPN No. 5 of 2020 concerning HT-el stipulates that in the case of the basis of issuance of electronic mortgage derived from false documents, the sender of documents is responsible both criminally and civilly because the sender of the document guarantees the material truth of the documents submitted into the system. When PPAT completes the data that must be filled in the electronic system of mortgage, including uploading scans of the required requirements documents, PPAT is also required to attach a statement regarding the validity and correctness of the submitted data.

The accountability of PPAT as the sender of documents is a logical consequence of the implementation of ppat positions that are obliged to know the objects and subjects of legal acts on land and also the consequences of the signing of requirements in the form of a statement on the accountability of validity and correctness of data inputted into the electronic system of mortgage. Before making an authentic deed of legal action on land or property rights of a unit of flats, PPAT must know the subject and object concerned. Stipulated in Article 39 paragraph (1) pp Land Registration that PPAT has the right to refuse to make a deed if one or the parties who will commit legal acts are not entitled or ineligible to perform such legal acts and /or if the parties are unable to submit the original certificate to the PPAT. From the formulation of the article can be seen the obligation of PPAT to study the subject and object of legal action on the land before ppat make an authentic deed.

In the process of making a deed, in this case APHT, PPAT must ask for original documents to the parties, some of which are the original ID card, the original marriage certificate if the party is tied in the marriage, and the original certificate. This is the application of ppat prudence principle in carrying out its duties in order to ensure the authority to act on an object on the ground.

The application of ppat prudence principle by asking the confronters to show the documents in the original form, in fact does not guarantee the authenticity of the physical documents. Based on the Decision of the Supreme Court No. 702K/Sip/1973, PPAT only records / writes what the parties want and submits based on the data formil submitted to it. There is no obligation for ppat to investigate the material truth of what is stated by the parties and thus cannot guarantee that the matters stated by the parties are true.[7]

In principle, the process of mortgage by making APHT by PPAT, remains in accordance with the prevailing laws and regulations, the giver of mortgage and the recipient of mortgage must come and be present before the PPAT, then PPAT makes a deed in the original form as much as 2 (two) copies, namely the first sheet and the second sheet, in accordance with the provisions of Article 21 paragraph (3) regulation of ppat department. The first sheet is stored in the PPAT office and the second sheet along with the deed supporting warkah submitted to the land office for registration purposes, which is currently delivered by electronic means. Thus it can be concluded that in terms of the making of ppat deed, there is no change in procedure, in the sense of making ppat deed is still done by meeting and signing directly by the parties, witnesses and also PPAT, and still made in physical form in the form of the first sheet and the second sheet. APHT is still in the status of as an authentic deed. Where an authentic deed is a deed made in a form prescribed by law, made by or in the presence of a public official in power to it in the place where the deed is made. PPAT Deed is an authentic deed because PPAT is a public official authorized to make a deed of transfer of land rights and the imposition of land rights, the form of the deed is determined, as evidence of the conduct of certain legal acts concerning land located in their respective working areas. Thus it can be concluded that the original storage of the second sheet of APHT as a warkah does not decrease its position as an authentic deed because APHT is still made in ways in accordance with the prevailing laws and regulations.

3.2 The execution power of Electronic Mortgage.

The definition of Execution is the execution of a court ruling that has obtained a permanent legal force. Executable is a copy of the award and grosse deed (the first copy of the authentic deed), grosse deed can be executed because it contains the title of execution, so grosse deed is equated with the decision of the court that has obtained a permanent legal force, which contains the title of the executioner as well as can also be executed.

The power of execution contained in the Electronic mortgage Certificate in principle still refers to the UUHT, the legal basis for the execution of Sertipikat Hak tanggungan is contained in Article 20 of the Law on the Rights of Dependents:

- (1) If the debtor is injured by the appointment, it is based on the:
 - a) The right of the holder of the first dependent right to sell the object of the Right of dependents as referred to in Article 6 of the Right to Dependents Act, or
 - b) The executive title contained in the Sertipikat Hak Tanggungan as referred to in Article 14 paragraph (2), the object of the Right of dependents is sold through a public auction according to the procedures specified in the legislation for the repayment of receivables of mortgage holders with the prior right of other creditors.

- (2) Upon the agreement of the giver and the holder of the mortgage, the sale of the object of the Right of dependent may be carried out under the hands if thus it shall be obtained at the highest price in favor of all parties.
- (3) The implementation of the sale as referred to in paragraph (2) shall only be conducted after 1 (one) month since it is notified in writing by the giver and/or the holder of the mortgage to the interested parties and announced at least in 2 (two) newspapers circulating in the relevant area and/or the local mass media, and no party shall express objection.
- (4) Any promise to carry out the execution of the Right of dependents in a manner contrary to the provisions of paragraphs (1), (2), and (3) shall be null and void.
- (5) Until the time the announcement for the auction is issued, the sale as referred to in paragraph (1) shall be avoided by the repayment of debts guaranteed by the Right of the dependent and the execution costs incurred.

The provisions of article 20 of the UUHT also stipulate that the Execution of mortgage can be carried out in 3 ways:

1. Creditors as holders of the first mortgage are entitled to sell the right of dependents on their own power through a public auction as referred to in Article 6 of the UUHT. The right to sell the object of mortgage on its own power is one of the manifestations of the preferred position owned by the mortgage holder or the first-level mortgage holder in the event that there are more than the mortgage holder. The right is based on the promise given by the dependent, that if the debtor is injured, the mortgage holder has the right to sell the object of mortgage through a public auction without requiring the approval of the mortgage giver and then take the repayment of his receivables from the proceeds of the sale first from the other creditors. The remaining proceeds of the sale remain the grantor of mortgage (see explanation of article 6 of the UUHT);
2. Execution of the execution title contained in the certificate of mortgage, as referred to in Article 14 paragraph (2). The word (head of the award) listed on the certificate of mortgage is intended to affirm the existence of equatorial power on the certificate of mortgage, so that if the debtor is injured promise, ready to be executed as well as a court ruling that has obtained a permanent legal force, through ordinances and by using the Institution of Parate Executie in accordance with the law of civil proceedings, or;
3. Execution under the hand of execution under the hand is the sale of the object of mortgage carried out by the bearer, based on an agreement with the holder of the mortgage, if in this way will be obtained the highest price.

Based on such provisions, if the debtor is injured, the object of the Right of dependent is sold through a public auction in the manner specified in the prevailing laws and regulations and the holder of the Right of dependent has the right to take all or part of the proceeds for the repayment of

his receivables, with the right to precede that of the other creditors. Disbursement of credit guarantee objects can be done based on the provisions of Article 20 of the Right to Dependents Act which stipulates the way of disbursement of debt collateral objects tied to the right of dependents through execution and sale under hand.

The provisions of execution of mortgage are also mentioned through Article 6 and 14 of the UUHT, article 6 of the UUHT says that executions can be carried out by means of parate execution, while the provisions of Article 14 of the UUHT, mention the certificate of mortgage have the power of execution such as a court ruling that has a fixed legal force.

The executive title contained in the Sertipikat Hak Tanggungan as referred to in Article 14 of the UUHT states:

- (1) As a proof of the existence of mortgage, the Land Office shall issue a certificate of mortgage in accordance with the laws and regulations.
- (2) The Certificate of mortgage contains the words "FOR JUSTICE BASED ON THE ONE TRUE GOD"
- (3) The Certificate of mortgage shall have the same equatorial power as the court's decision which has obtained a permanent legal force and shall apply as a substitute for the grosse of the Mortgage deed as long as it concerns the Right to land.
- (4) Unless otherwise agreed, the certificate of Rights to tanah which has been recorded the imposition of mortgage as referred to in Article 13 paragraph (3) shall be returned to the rights holder of the land concerned.
- (5) The Certificate of Rights of dependents shall be left to the holder of the Right of dependents.

Before the enactment of the UUHT in addressing the problem in case of non-performing loans / defaults in the credit agreement the creditors can not immediately carry out executions against the object of guarantee because it must go through a lawsuit first in the Court, of course this does not benefit the creditors because if through the process in this court takes a very long time and costs are not small, with the enactment of the UUHT given the authority to the creditors to carry out their own execution directly without having to go through the intervention of the Court called Parate Execution. This means that if the debtor is injured by a promise/default, then the creditor can immediately directly sell the debtor's property that is used as collateral by the intermediary of the Auction Office.[8]

The regulation on Parate Eksekusi is in the Law on The Rights of Dependents aims to provide convenience to the bank as a creditor in carrying out the execution of the object of mortgage in order to obtain repayment of its receivables if the Debtor is injured in a promise / default. It's just that the ease provided by the Right of Dependents Act in fact can not be used properly because there is a confusion of arrangements regarding the parate execution in the Law of The Rights of Dependents.

The confusion is contained in the General Explanation number 9 UUHT which states that the implementation of Parate Execution is based on Article 224 HIR. While article 224 HIR means that the execution of Grosse Deed of Mortgage and Deed of Recognition of Debt must ask

permission or approval of the judge first, it makes the existence of confusion or conflict of norms between Article 6 UUHT and Article 224 HIR.

Due to the legal consequences that can arise from the conflict of regulatory norms concerning parate execution is the absence of legal certainty due to the confusion / conflict of norms regarding the arrangement of Parate Execution, this can also result in many civil lawsuits from the debtor who is dissatisfied with the implementation of Parate Execution object guarantee of his mortgage in execution by creditors who use the efforts of parate execution, with the conflict of norms in the arrangement of Execution Parate like this, become a legal loophole that can be exploited by the debtor.

In practice, the banking party / creditor as the holder of the mortgage also recognizes the difficulty in carrying out the execution of the object of mortgage if the debtor is injured promise / default. Especially if the debtor does not take for granted the implementation of Parate Execution conducted by the creditor, the debtor can fight by refusing to discharge the object of the guaranteed mortgage, if this resistance is accepted, the court will process it as a normal case. If that happens it will certainly take time, effort and costs for the banks.

In addition, as a result of the conflict of norms between Article 6 uuht has been contrary to the provisions of Article 224 HIR, in the practice of the judiciary that there is still dualism of opinion among judges on the execution of mortgage, judges who are given the freedom to decide the dispute Parate Execution according to his belief, there are judges who argue the implementation of Parate Executions should still ask permission / fiat from the District Court but there are also judges who argue otherwise that the implementation of Parate Execution is no longer necessary to ask permission / fiat from the court so that there is no longer achieved legal certainty.

Please note that the result of the certificate of mortgage conducted electronically is in the form of electronic documents, while the regulation of electronic evidence is currently only regulated in material law only, not in the law of formil which is binding, it is necessary formil law that regulates electronic evidence as a valid evidence to be submitted to the court in order to achieve legal certainty and avoid legal vacancies. So that the position of electronic evidence as evidence based on UUIITE can be used in the practice of cases in court.[9]

Article 5 paragraph (1) uuite has actually regulated that all Electronic Information and/or Electronic Documents and their printouts are valid evidence, in principle Electronic Information can be distinguished but cannot be separated from Electronic Documents. Article 5 paragraph (2) of the UUIITE stipulates that Electronic Information and/or Electronic Documents and/or their printouts are an extension of legal evidence in accordance with the applicable procedural law in Indonesia. In essence, Information and Electronic Documents must be guaranteed their authenticity, integrity, and availability. To ensure the fulfillment of the material requirements referred to in the trial, thus, the Electronic mortgage Certificate can be used as a valid evidence tool.

In the creation of electronic documents based on an agreement or electronic transaction must also be equipped with an electronic signature, with the presence of an electronic or digital signature will complete the validity of such documents.

The definition of electronic signature is stipulated in the explanation of the general provisions of UUITE is a signature consisting of electronic information attached, associated or related to other electronic information used as a means of verification and authentication. Electronic signatures have legal force and legal consequences if they meet the requirements as stipulated in Article 11 paragraph (1) UUITE. The result of the printout of Electronic mortgage Certificate is an electronic document equipped with an electronic signature or digital signature by the Head of the Local Land Agency Office that has been certified by BsrE. The purpose of providing electronic signatures on electronic documents is to ensure the authenticity or authenticity of such documents and as proof that it has received or approved the content of such a paper.

The power of electronic signature proof on electronic documents has the same legal certainty or evidentiary force as the wet or manual signature described in the Regulation of the Minister of Agrarian and Spatial Affairs / Head of the National Land Agency of the Republic of Indonesia Number 3 of 2019 concerning the Application of Electronic Signatures Article 3 paragraph (3) which reads "electronic signatures have the same legal force and legal consequences as manual signatures". So that the proof of electronic mortgage or also called HT-el in the judiciary in the form of Electronic Documents has the same legal force or legal certainty as ordinary documents or documents made manually, Because electronic evidence tools in the form of electronic documents are likened to evidence tools in the form of written documents (letters) as it is known that the force of proof of written documents (letters) as evidence tools lies in their authenticity, therefore the evidence in the form of electronic documents must be the same and in accordance with the original.

4. CONCLUSION

The validity of APHT as an authentic deed made by PPAT as the basis of the ht-el registration process has a very important point for the birth of HT-el certificate, changes in the provisions of the submission of documents regulated through the Regulation of the Minister of ATR / BPN No. 5 of 2020, bringing legal impact for PPAT as a public official, the delivery of the second sheet apht previously sent to the Land Office physically can now be done through the HT-el system, PPAT only delivers the second sheet apht in the form of Electronic Documents, and the original of the second sheet APHT is stored by ppatt in conjunction with the FIRST Sheet APHT and warkahnya documents, although UUITE mentions that the notarial deed or deed made by the deed official is a document that is excluded in the electronic evidence but the validity of the original second sheet of APHT submitted in the form of Electronic

Documents remains domiciled as an authentic deed, because in the process of making APHT still using the means determined by the law as an authentic deed, the giver and recipient of mortgage also signed the APHT before ppatt, and PPAT is also obliged to study the subject and object of legal action on the land before ppatt make an authentic deed.

What needs to be noted in the making of the current APHT is the change of the word phrase at the end of the deed, Appendix Perkaban No. 8 of 2012 concerning the example of apht deed mentioned at the end as follows:

"this deed is signed / thumb stamp by the First Party, the Second Party, the witnesses and I, PPAT, as many as 2 (two) original copies, namely 1 (one) duplicate of the first sheet stored in PPAT office, and 1 (one) double second sheet submitted to the Head of the Land Office (Local Land Office Area) for the purposes of registration of mortgage provided in this deed"

It is no longer relevant to the current situation where in fact both apht sheets are stored by PPAT and submitted to the Land Office in the form of Electronic Documents, because in practice many of the PPAT have not changed the word phrase contained in the APHT section after Permen ATR / BPN No. 5 of 2020 is valid. It is expected that the Land Office as the supervisor and supervisor of PPAT can socialize the changes, so that the contents of the APHT deed made by PPAT in accordance with the current state of facts in the field, so as not to become a legal loophole in the future.

The Equatorial Power contained in the Electronic mortgage Certificate basically still refers to the UUHT, the Electronic mortgage Certificate is a proof of mortgage in the form of Electronic Documents containing information on mortgage. UUITE states that electronic documents are equivalent to documents made on paper. In this case it can be drawn to the thought that the power of proof of electronic documents in the practice of civil cases is equated with the power of proof of writing (letter). So that the printout of the certificate of electronic mortgage in the form of electronic documents has legal certainty that is able to protect the public from legal actions, because electronic documents are an extension of evidence tools that have the same evidentiary power as proof of mail, the regulation of electronic documents as a valid proof tool is regulated UUITE Article 5 paragraph (2), in order to be a valid proof tool such documents must meet the requirements set pad a UUITE Article 6. The current regulation on electronic evidence provides legal protection to the parties concerned therein.

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