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THE ROLE OF NOTARIES IN NON-PRIVITY CONTRACTS ON DIGITAL ECONOMY PLATFORMS

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Abstract:
The development of the digital economy has created increasingly complex contractual arrangements involving more than two parties (*non-privity*). Across digital economy platforms, including ride-hailing services, e-commerce platforms, and online marketplaces, legal relationships arise not merely between two parties but among users, partners, and service providers. These electronic contractual arrangements present challenges for the notarial profession in ensuring validity, legal certainty, and protection for the parties. This study analyzes the role of notaries in ensuring that *non-privity* contracts on digital platforms comply with Indonesian legal requirements. It employs normative legal research using statutory and conceptual approaches. The findings demonstrate that notaries can contribute to legal certainty by providing legal advice, verifying the legal elements required for contractual validity, and clarifying the responsibilities and roles of the parties to a multi-party contract. However, the current legal framework governing the notarial profession does not specifically regulate the role of notaries in multi-party electronic contracts. Regulatory harmonization among the law of obligations, the Law on Notarial Office, and the Electronic Information and Transactions Law is therefore required to establish more comprehensive legal certainty for multi-party digital contracts.

INTRODUCTION

The development of the digital economy has given rise to increasingly complex forms of legal relationships, particularly through contracts involving more than two legal subjects (*multi-party agreements*). Such contracts differ fundamentally from traditional contracts based on bilateral relationships because, in practice, they involve multiple entities within a single digital transaction ecosystem. For example, in application-based services such as ride-hailing platforms, legal relationships arise not only between users and service providers but also involve the platform as the system provider that facilitates the transaction. This arrangement creates simultaneous and multilayered legal relationships, resulting in legal consequences that are more complex than those arising from conventional agreements (Vebriani & Danyathi, 2025).

The emergence of multi-party *electronic contracts* is essentially a logical consequence of advances in information technology, which enable transaction systems to operate without the physical presence of the parties. In practice, contracts are formed through electronic systems that rely on digital consent, such as *click-wrap* or *browse-wrap* agreements, without direct face-to-face interaction, as commonly occurs in *electronic contract*ing (Hayati et al., 2025). This development creates new challenges concerning evidentiary law, contractual validity, and certainty regarding the identities of the parties involved. In this context, Law No. 1 of 2024 concerning the Second

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Amendment to Law No. 11 of 2008 on Electronic Information and Transactions (the EIT Law) recognizes the validity of *electronic contracts* and their admissibility as evidence in Indonesian civil proceedings (Lumbuun, 2026). However, it does not specifically regulate the characteristics of multi-party contracts within digital ecosystems.

From the perspective of classical civil law, multi-party contracts also challenge the principle of *privity of contract*, under which an agreement binds only the parties who entered into it. In digital economic practice, this principle is no longer entirely adequate because the rights and obligations of different parties may be interconnected even when those parties are not directly bound by a single formal agreement. A more progressive legal approach is therefore required to understand contracts as a network of legal relationships (*contractual network*), particularly because contracts constitute a fundamental concept in business activities, including sale, purchase, and lease agreements (Wijayani et al., 2024).

Under these circumstances, the notarial profession, whose members are public officials authorized to draw up authentic deeds, occupies a highly strategic position in ensuring the validity and legal certainty of agreements. A notary does not merely prepare deeds but also ensures that the validity requirements of an agreement, as stipulated in Article 1320 of the Indonesian Civil Code, have been satisfied, namely consent of the parties, legal capacity, a specific subject matter, and a lawful cause. This role becomes increasingly important in the context of digital contracts, in which the identities and intentions of the parties are not verified through direct interaction. Accordingly, reliable verification mechanisms are required to ensure legal certainty and the secure exchange of information because digital contracts do not involve the parties' physical attendance (Baskoro, 2026).

Nevertheless, Indonesian positive law, particularly Law No. 2 of 2014 amending Law No. 30 of 2004 on the Office of Notary (the Law on Notarial Office or UUJN), does not explicitly regulate the role of notaries in multi-party *electronic contracts* or the concept of a *cyber notary*. This lack of clarity creates a normative vacuum that may weaken legal certainty in digital transaction practices. On the one hand, the demand for legal certainty in digital contracts continues to increase; on the other hand, the available legal instruments have not fully accommodated these developments. This situation raises a fundamental question regarding the extent to which notaries, as public officials, can and should facilitate electronic multi-party contracts to provide effective legal protection for the parties (Juliani, 2024).

Accordingly, examining the role of notaries in *non-privity contracts* on digital economy platforms is important not only to address the existing legal vacuum but also to formulate a regulatory model that is adaptive to technological developments. Such an approach is expected to bridge the need for legal certainty and the continuously evolving dynamics of digital economic practice, thereby ensuring that the law does not lag behind the social realities it governs.

Electronic contracts in Indonesia have gained increasingly strong legal recognition through regulatory developments, particularly the EIT Law. The law affirms that contracts concluded through electronic systems are legally valid provided that they satisfy the validity requirements of an agreement under the Indonesian Civil Code, namely consent of the parties, legal capacity, a specific subject matter, and a lawful cause. Accordingly, *electronic contracts* and electronically signed documents that can be digitally verified are recognized as modern forms of legal obligation within the Indonesian legal system. Despite this normative legitimacy, however, *electronic contract*ing continues to face significant challenges, particularly regarding evidentiary force, certainty in authenticating the identities of the parties, and the effectiveness of law enforcement in disputes involving digital transactions (Ulandari, 2025).

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Alongside these developments, *non-privity* or multi-party contracts involving more than two legal subjects within a single series of legal obligations have become increasingly prevalent. Such contracts are commonly found in digital economy ecosystems, where legal relationships are not limited to two directly contracting parties but also involve third parties, such as platform providers or digital intermediaries. From the perspective of classical civil law, the concept of *privity of contract* provides that an agreement binds only the parties who entered into it. In multi-party contracting practice, however, this boundary becomes blurred because the rights and obligations of the parties are interconnected even though they may not all be bound within the same contractual document. This condition creates a normative gap in Indonesian contract law, particularly regarding the allocation of legal responsibility, the distribution of risk, and the standards of legal protection applicable to the parties.

The absence of explicit regulation governing *non-privity contracts* in national law has contributed to increasing legal uncertainty in digital transaction practices. This legal gap may be exploited through the inclusion of imbalanced contractual clauses, particularly in relationships between digital businesses and consumers. A more progressive and adaptive legal approach is therefore required to address the dynamics of multi-party contracts in the digital era. This includes strengthening the role of legal institutions authorized to ensure the validity and legal certainty of agreements, supported by the role of notaries in reinforcing one of the principal functions of law, namely maintaining social stability within society (Pratama, 2025).

Within this context, notaries, as public officials, perform a strategic role in the Indonesian legal system, particularly by drawing up authentic deeds that possess conclusive evidentiary force. Under the UUJN, a notary is authorized to draw up authentic deeds concerning legal acts, agreements, and determinations required by legislation or requested by the parties. In performing this function, a notary is also required to ensure that every agreement incorporated into a deed satisfies all formal and substantive legal requirements, including valid consent, a clearly defined subject matter, conformity with applicable law, and the validation of electronic documents, particularly *electronic contracts* (Wiyarta, 2025).

In the context of digital transformation, however, the role of notaries is confronted with new and complex challenges. The emergence of the *cyber notary* concept as an adaptation of the notarial profession to advances in information technology demonstrates the need to transform notarial practice into a digital system. This concept would enable notaries to exercise their authority through electronic media, including the preparation and authentication of digital documents. Nevertheless, the implementation of *cyber notary* practices in Indonesia continues to encounter normative constraints, primarily because the UUJN does not yet comprehensively and explicitly recognize authentic deeds in electronic form. This situation creates legal uncertainty regarding the validity of digital deeds and the scope of notarial authority in the digital domain, thereby leaving open the possibility of future legal disputes (Fauziah, 2025).

Thus, the development of electronic and multi-party contracts within the digital economy requires a legal reconstruction that is not merely normative but also adaptive to technological change. In this regard, the role of notaries is crucial as a safeguard of legal certainty; however, this role also requires the support of more progressive regulation to address the challenges of legal practice in the digital era effectively and equitably.

METHODS

This study employs normative legal research as its principal framework for analyzing legal issues relating to multi-party contracts on digital economy platforms. This approach treats law as a

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body of norms or rules operating within the statutory system; accordingly, the analysis focuses on relevant positive legal provisions, legal principles, and legal doctrines. In this context, normative legal research provides prescriptive arguments concerning how the law should regulate the phenomenon of multi-party *electronic contracts* emerging within digital society.

The study applies a *statute approach* and a *conceptual approach*. The *statute approach* examines relevant legislation, including the Indonesian Civil Code, the EIT Law, and the UUJN. It is intended to identify the legal norms governing *electronic contracts* and to determine potential disharmony or normative gaps within the existing regulatory framework. The *conceptual approach* is used to examine legal concepts developed in scholarly doctrine and legal thought, particularly those relating to *non-privity contracts*, legal certainty, and the role of notaries in ensuring certainty and legal protection for electronically conducted legal acts (Awwalia et al., 2023).

The legal materials used in this study comprise primary, secondary, and tertiary legal materials. Primary legal materials include legislation relevant to the subject of the study, while secondary legal materials consist of legal literature, scholarly journal articles, and previous studies concerning *electronic contracts* and the role of notaries. Tertiary legal materials, including legal dictionaries and legal encyclopedias, are used to clarify the terminology employed and to interpret specific legal terms (Aulia, 2026). The reliance on documentary legal materials as the principal source is characteristic of normative legal research, which emphasizes the analysis of legal documents and academic literature.

The legal materials were analyzed qualitatively using *legal interpretation* and *legal reasoning*. The analysis examined the consistency of legal norms, identified regulatory gaps, and formulated systematic legal arguments concerning multi-party contracts in digital economic practice. Through this approach, the study is expected to make both theoretical and practical contributions to the development of digital contract law in Indonesia, particularly by clarifying the role of notaries as an institution that safeguards legal certainty.

RESULT AND DISCUSSION

The Role of Notaries in Multi-Party Contracts on Digital Economy Platforms

The development of multi-party contracts (*non-privity contracts*) within the digital economy has placed notaries in an increasingly strategic position in ensuring legal certainty and protecting the parties. The complexity of legal relationships involving more than two legal subjects requires stricter verification and validation mechanisms than those used in conventional contracts. In this context, a notary does not merely draw up authentic deeds but also serves as an institution that ensures the entire contractual process complies with applicable legal principles.

First, notaries perform a fundamental function in ensuring compliance with the validity requirements of an agreement under Article 1320 of the Indonesian Civil Code. In multi-party *electronic contracts*, the principal challenges concern proving the existence of mutual consent and verifying the identities of the parties involved. By exercising their authority, notaries can verify the identities and intentions of the parties more accurately, thereby minimizing the risk of identity misuse or defects of consent in digital contracts. This role is crucial because digital transactions are frequently conducted without the physical presence of the parties and are therefore vulnerable to authentication problems (Juliani, 2023).

Second, a notary acts as an *impartial authority* who safeguards the balance of interests among the parties in a multi-party legal relationship. Contracts used on digital platforms frequently involve an imbalance of bargaining power between platform providers and users, particularly through the use of *standard contractual clauses*. In this context, a notary can ensure that the contractual terms do

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not violate the principles of fairness and balance and are not contrary to applicable law. The presence of a notary therefore not only provides legal certainty but also operates as a protective mechanism for the weaker party in a contractual relationship. Moreover, the notary must ensure that the deed-drafting process complies with both the subjective and objective requirements of an agreement. Consequently, the parties obtain legal certainty and protection throughout the formulation of the digital contract (Adriansyah, 2026).

Third, notaries are authorized to draw up authentic deeds that possess conclusive evidentiary force under civil law. In disputes involving multi-party digital contracts, an authentic deed is particularly important because it can establish certainty regarding the content of the agreement, the identities of the parties, and the time and place at which the agreement was concluded. This function is increasingly relevant because *electronic contracts* often exist only as digital documents that may be vulnerable to manipulation or disputes concerning their admissibility and validity before a court. Notarial involvement in the contractual process can therefore strengthen the legal position of the parties and serve as a preventive measure against future disputes (Widianingrum, 2025).

Fourth, notaries also serve as legal advisers and educators by informing the parties of the legal risks, rights, and obligations arising from the contract. In complex multi-party contracts, the parties may not fully understand the legal implications of every clause to which they agree. A notary is therefore responsible for providing a comprehensive explanation so that the parties can make informed and deliberate decisions. This role is consistent with the function of notaries as safeguards of legal certainty and justice in every legal act formalized through an authentic deed (Azizah, 2025).

Nevertheless, optimizing the role of notaries in digitally based multi-party contracts continues to face various obstacles, particularly regulatory limitations that do not yet fully accommodate *cyber notary* practices. Uncertainty concerning the validity of *electronic deeds* and digital verification procedures hinders the full exercise of notarial functions within the digital ecosystem (Juliani, 2024). Adaptive legal reform is therefore required to provide a clear normative basis for notaries to perform their functions in the digital era and to bridge the need for legal certainty with the dynamics of technological development.

It may therefore be concluded that the role of notaries in multi-party contracts on digital economy platforms is not merely administrative but also substantive in ensuring validity, fairness, and legal certainty. The future strengthening of this role must be accompanied by regulatory reform capable of accommodating technological development so that the national legal system remains relevant and responsive to ongoing social change.

Challenges to Legal Certainty and Regulatory Compliance

In the development of multi-party *electronic contracts* on digital economy platforms, legal certainty and regulatory compliance constitute some of the most critical issues within the Indonesian legal system. The complexity of legal relationships involving more than two legal subjects not only creates technical contractual challenges but also demonstrates the lack of preparedness of the national regulatory framework to accommodate the rapidly evolving dynamics of digital transactions. This is evident from the absence of explicit and comprehensive regulation of multi-party *electronic contracts* in both the Indonesian Civil Code and the EIT Law. Article 18 of the EIT Law addresses electronic agreements only in general terms (Sugianingsih, 2025), thereby creating uncertainty in *legal interpretation* and application.

This regulatory ambiguity directly complicates the determination of the limits of each party's legal responsibility in a multi-party contract. Under a conventional contractual system based on *privity of contract*, legal relationships are confined to the parties directly bound by the agreement. In

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digital platform practice, however, the involvement of third parties, such as platform providers, creates indirect legal relationships with significant legal implications. This condition necessitates a reinterpretation of contract law principles so that they can accommodate more complex and multilayered models of legal relations.

The limited authority of notaries to accommodate *electronic contracts* presents a further challenge. The UUJN remains primarily oriented toward conventional practice, which requires the physical presence of the parties when an authentic deed is drawn up. Consequently, notaries cannot yet optimally authenticate *electronic contracts*, particularly in the form of *electronic or digital deeds*. In global practice, however, the *cyber notary* concept has developed as a means of reconciling the need for legal validity of electronic documents with the functions of notaries as public officials. This regulatory lag may weaken legal certainty and protection for parties entering into *electronic contracts* and impede the role of notaries in ensuring legal certainty in digital transactions (Abdillah, 2025).

A further challenge concerns *standard contractual clauses* commonly used by digital platforms. These clauses are generally drafted unilaterally by service providers and frequently contain limitations of liability or even shift risks to users. From the perspective of national contract law, such practices may violate the principles of contractual balance and fairness, particularly when the clauses prejudice one of the parties. Stricter supervision of *standard clauses* is therefore required to ensure consistency with consumer protection principles and the principle of good faith in contract law.

These challenges further demonstrate that notaries are required not only to understand applicable positive law but also to adapt to the dynamic and multilayered characteristics of *electronic contracts*. Notaries must possess a comprehensive understanding of multi-party contractual structures, digital transaction flows, and the potential legal risks that may arise, including cross-jurisdictional disputes and differences among applicable legal regimes. Such competence is essential for notaries to perform their functions optimally in providing legal certainty and protecting the parties.

Accordingly, the challenges to legal certainty and regulatory compliance in multi-party *electronic contracts* arise not only from regulatory limitations but also from the dynamics of legal practice, which develop more rapidly than the law-making process itself. Progressive and adaptive legal reform is therefore required, including amendments to the UUJN and the strengthening of regulations governing *electronic contracts*, to address the legal needs of the digital economy effectively and equitably.

CONCLUSION

The foregoing analysis demonstrates that the role of notaries in multi-party contracts on digital economy platforms is not limited to administrative functions but also encompasses substantive responsibilities for ensuring the validity, balance, and legal certainty of the parties' relationships. In *electronic contracts* involving more than two legal subjects, a notary safeguards contractual validity by ensuring compliance with the legal requirements of an agreement, verifying the identities and intentions of the parties, and providing an authentic deed with conclusive evidentiary force. In addition, a notary helps balance interests within contractual relationships that are frequently unequal, particularly where *standard clauses* are used by digital platforms, and serves as a legal adviser who provides a comprehensive explanation of the risks and legal implications of the agreement.

Nevertheless, the effectiveness of this notarial role remains subject to several structural limitations, primarily because the regulatory framework governing multi-party *electronic contracts*

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and digital notarial practice is not yet adequate. Ambiguities in positive law, under both civil law and information technology law, create uncertainty in determining the legal responsibilities of the parties and restrict the ability of notaries to accommodate developments in digital contracting, including the implementation of *cyber notary* practices and *electronic deeds*. Furthermore, the dominance of *standard clauses* on digital platforms demonstrates the potential for contractual imbalance and the need for legal intervention to protect weaker parties.

A progressive and adaptive legal reconstruction is therefore required to address these challenges through amendments to the UUJN and strengthened regulation of *electronic contracts*. Such reform must accommodate the dynamic characteristics of multi-party contracts and provide a clear legal basis for notaries to exercise their authority in the digital domain. The law would then function not only as a normative instrument but also as a form of social engineering responsive to technological development, thereby establishing a legal system that is fair, provides certainty, and protects the interests of all parties within the digital economy ecosystem.

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