

# LEGAL ANALYSIS OF LEGAL PROTECTION FOR CONSUMERS IN FINANCING AGREEMENTS WITH FIDUCIARY GUARANTEES IN THE DIGITAL AGE (RESEARCH STUDY IN THE CITY OF BATAM)

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## Abstract

Land issues in Batam City have become an important issue due to the development of digital technology, which has driven changes in the mechanism of financing agreements with fiduciary guarantees, from conventional systems to electronic systems through Fidusia Online services. This situation has legal implications, particularly in relation to legal protection for consumers who are faced with standard clauses, the risk of misuse of personal data, and unilateral enforcement practices by creditors. This study aims to analyze the legal regulations regarding the role of notaries in ensuring the validity of digital fiduciary agreements, examine the implementation of the role of notaries in protecting consumer rights, and identify obstacles and formulate solutions in the implementation of legal protection in Batam City. The research method used is normative legal with a regulatory approach to examine regulations related to digital fiduciary, as well as empirical legal through interviews and observations with notaries and consumers in Batam City to obtain primary data. The theories used include the theory of justice as a grand theory, consumer protection theory as a middle theory, and legal effectiveness theory as an applied theory. The results of the study show that normatively, the legal basis for digital fiduciary agreements is found in the Fiduciary Guarantee Law, the ITE Law, the Consumer Protection Law, and the Minister of Law and Human Rights Regulation on Online Fiduciary, although there are still gaps in regulations related to digital deeds and electronic signatures. Empirically, notaries play an active role in explaining the contents of agreements, supervising the obligations of creditors, and protecting consumer rights. However, the effectiveness of legal protection is still hampered by limitations in digital infrastructure, low consumer legal literacy, and arbitrary enforcement practices by creditors. The recommendations include harmonizing digital fiduciary regulations with consumer protection, strengthening the role of notaries in providing digital legal advice, improving infrastructure and technology training, supervising digital contracts by the OJK and the Ministry of Law and Human Rights, and increasing legal education for the public so that they better understand their rights and obligations.

**Keywords:** *Legal Protection, Consumers, Fiduciary Guarantees, Notaries, Digitalization*

## INTRODUCTION

Fiduciary guarantees are a form of collateral commonly used in financing practices, particularly in consumer and productive credit agreements. This guarantee refers to a mechanism whereby creditors obtain rights to the debtor's property as collateral for debt repayment, without having to take physical possession of the property. In Indonesian civil law, the debt-credit relationship between two parties is generally accompanied by collateral to guarantee the repayment of the debtor's obligations. Collateral can be personal (additional obligations) or material (by pledging certain assets). Fiduciary is included in the category of material collateral, which is collateral attached to certain assets and follows the assets regardless of who holds them (*droit de suite*). The object of a fiduciary agreement is movable property, both tangible (cars, machinery, inventory) and intangible (business receivables, shares). In practice, motor vehicles are the most common objects of fiduciary guarantees used as collateral for consumer credit. This is because the debtor continues to use the property even after it has been pledged as collateral. The process of establishing fiduciary collateral is carried out through a notarial deed called a Fiduciary Collateral Deed, which is an authentic deed required for registration with the Directorate General of AHU (General Legal Administration). Once created, this deed must be registered electronically so that the collateral has legal binding

force against third parties (principle of publicity). After registration, a Fiduciary Guarantee Certificate will be issued, which serves as proof of the legal relationship of the guarantee and can be used as a basis for execution in the event of default. Digitization accelerates administrative processes but poses new challenges, especially in terms of the direct involvement of notaries in providing explanations to the parties. This raises questions regarding the effectiveness of legal protection in digital contracts, which is the core of this thesis. The development of information technology has brought about major changes in legal practice, including in the financing and collateral sectors. One form of collateral commonly used in consumer and productive financing is fiduciary collateral. This collateral allows creditors to obtain collateral on assets that physically remain in the possession of the debtor, making it flexible and efficient in its implementation. Amidst the digital transformation, the fiduciary guarantee registration system has also shifted to an electronic form through online fiduciary services managed by the Directorate General of General Legal Administration (Ditjen AHU) of the Ministry of Law and Human Rights.

In this context, the role of notaries becomes very strategic, not only as the creators of authentic deeds that form the basis of financing agreements and fiduciary guarantees, but also as the parties responsible for ensuring that legal principles are fulfilled, especially in protecting consumers who are often in a weak position. Notaries are tasked not only with drafting deeds with formal precision, but also with ensuring that the substance of the agreement does not contain clauses that create an imbalance of rights and obligations between creditors and debtors. Furthermore, in digital-based fiduciary practices, notaries have a crucial technical and juridical role. After the fiduciary guarantee deed is signed by the parties, the notary must register the deed in the nationally applicable online fiduciary system. This process requires a deep understanding of electronic procedures, the legality of digital documents, and the integration between the conventional notarial system and the state's electronic system. This makes notaries not only administrative intermediaries, but also guardians of the integrity of a legal system that is undergoing digital transformation.

One of the main issues that has arisen is legal certainty regarding the validity of financing agreements with fiduciary guarantees conducted digitally. Law No. 42 of 1999 concerning Fiduciary Guarantees does not explicitly regulate the form and legality of agreements in electronic format, thus creating uncertainty regarding their legal force and implementation procedures in practice. This ambiguity has the potential to cause disputes between creditors and debtors, particularly in relation to aspects of evidence, collateral enforcement, and legal protection for consumers as the weaker party in the agreement. In addition, legal protection for consumers in digital fiduciary agreements is also an issue that requires further study. In practice, there is often an imbalance in the legal relationship between creditors and debtors, both in terms of information transparency, agreement approval mechanisms, and the collateral enforcement process. This imbalance is exacerbated by the arbitrary enforcement practices carried out by creditors without going through the mechanisms stipulated in the laws and regulations.

According to Mertokusumo (2008), the law must be able to adapt to the times in order to remain relevant in providing certainty and justice for all parties. In line with this, digitization in fiduciary agreements requires greater legal certainty regarding the procedures, validity, and legal consequences of agreements made electronically. In its development, the validity of electronic agreements has been accommodated in various regulations, such as Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law). However, in practice, there are still obstacles in the application of this regulation to financing agreements with fiduciary guarantees, especially regarding evidence in legal disputes. According to Harahap (2016), the aspect of evidence in civil law is a crucial factor in determining the validity of an agreement. Therefore, the application of a digital system in fiduciary agreements must be supported by a strong evidence mechanism so as not to cause legal uncertainty for the parties involved.

This study reveals that PT Pegadaian, historically known as a pawnbroking entity, has developed innovative financing by utilizing invoices as fiduciary collateral in its Productive Capital Loan service. The uniqueness of this product lies in its fully digital implementation, where all documents, including invoices as collateral, are submitted online without any physical transfer. The issue of the validity of invoices as fiduciary collateral is crucial, especially since invoices are receivables in the name of a party that are theoretically subject to a cessie mechanism before they can be transferred as collateral. In the practice discussed by the authors, PT Pegadaian facilitates the direct encumbrance of invoices with fiduciary collateral without going through the cessie process first. This has the potential to create legal uncertainty if at some point a default occurs and it turns out that the invoices used as collateral are invalid or even fictitious. In the context of consumer protection, this poses a serious threat to legal certainty and substantive justice, as consumers (debtors) may be burdened with responsibility for debts whose substance is not legally proven.

Based on these issues, this study aims to analyze aspects of legal protection for consumers in financing agreements with fiduciary guarantees in the era of digitalization. This study will examine various legal aspects related to the validity of digital-based fiduciary agreements, consumer rights in legal relationships with creditors, and dispute resolution mechanisms that can provide justice for all parties. Through this research, it is hoped that legal solutions can be found that can provide greater certainty and protection for consumers in the face of developments in digital-based financing transactions.

## **LITERATURE REVIEW**

### **Consumer Protection Law**

The concept of consumer protection law arose from an awareness of the structural imbalance that often occurs in the relationship between businesses and consumers. In the modern world of commerce, especially one based on a market economy and information technology, consumers are often in a weak position. They do not always have adequate information, sufficient understanding, or bargaining power to negotiate the terms and conditions of their transactions. This imbalance is the basis for the establishment of a consumer protection legal system a form of state intervention through legal norms to ensure fairness, balance, and transparency in interactions between business actors and users of products or services. In Indonesia, consumer protection is specifically regulated by Law Number 8 of 1999 concerning Consumer Protection (UUPK). This law is a major milestone in the national consumer protection legal system, which recognizes that consumers have inherent legal rights, such as the right to comfort, security, and safety in consuming goods and/or services; the right to choose and obtain goods and/or services in accordance with the promised exchange value and conditions; and the right to accurate, clear, and honest information. This law also regulates the obligations of business actors to act responsibly and not harm consumers, either directly through products or indirectly through exploitative business practices. The involvement of consumer protection laws in the context of fiduciary financing is very important due to its vulnerability to abuse. Consumers can easily get caught up in disadvantageous clauses, such as disproportionate late fees, unilateral enforcement mechanisms without adequate warning, and transfer clauses without notification.

### **Financing Agreement with Fiduciary Guarantee**

A financing agreement is a form of civil law relationship between two parties, whereby one party (the creditor) provides a certain amount of funds to the other party (the debtor) with predetermined repayment terms, whether in the form of installments, interest, or a specific period of time. In practice, financing agreements are often reinforced with collateral to provide a sense of security and legal certainty for creditors in the event of default by the debtor. One form of collateral commonly used in the financing sector is fiduciary collateral. Legally, fiduciary collateral is regulated in Law No. 42 of 1999 concerning Fiduciary Collateral, which defines fiduciary as the transfer of ownership rights over an object based on trust, with the provision that the object remains in the possession of the owner of the object. This characteristic distinguishes fiduciary from other forms of collateral such as pawn or mortgage, because in fiduciary there is no physical transfer of the object to the creditor, but only a legal transfer of ownership rights as collateral for the debt. In the context of financing, particularly consumptive or productive financing provided by financial institutions or financing companies, the use of fiduciary guarantees is an effective option. This is because the collateralized objects—such as motor vehicles, machinery, or other movable goods can continue to be used by the debtor for daily activities or business operations, without reducing the creditor's right to execute in the event of default.

### **The Impact of the Digitalization Era on the Financing Process**

The development of information and communication technology has had a transformational impact on various sectors of life, including the legal and financial worlds. The era of digitalization is generally characterized by a shift in activities from those previously carried out conventionally or physically to digital or electronic forms. Digitalization not only affects the way humans interact and transact, but also changes the structure and mechanisms of legal relationships, including in the field of financing. In the financial sector, digitization has given rise to new concepts such as financial technology (fintech), digital lending, and electronic financial services, which have changed the way financing institutions reach customers and provide financing. One of the fundamental changes brought about by digitization is the online financing process, where loan applications, approvals, and disbursements can be done entirely through electronic systems, without any physical face-to-face interaction between the creditor

and the debtor. Digitization also affects the legal aspects of financing, particularly in terms of agreement documents, transaction evidence, and collateral systems such as fiduciary. Financing agreements, which were previously made in writing and signed directly, can now be made in the form of electronic documents, signed with digital signatures, and archived electronically. In fact, in the case of fiduciary collateral, the process of creating collateral deeds and registering fiduciary collateral has been completely transferred to the online fiduciary system owned by the Directorate General of General Legal Administration (Ditjen AHU) of the Ministry of Law and Human Rights.

## **METHOD**

In the context of legal research, this approach is fundamental because positive law in Indonesia is based on a written legal system (civil law system), in which legislation is the most authoritative source of law. Through this approach, researchers conduct a critical review of various legal provisions, ranging from laws, government regulations, ministerial regulations, to other implementing regulations. The analysis is carried out by identifying the relevance of existing legal norms to the issue being studied, systematically interpreting the meaning of these provisions, and examining whether there are overlaps, legal gaps, or inconsistencies in their application. In this study, the legal approach is an important instrument for understanding how regulations governing legal protection for consumers in financing agreements with fiduciary guarantees are applied (Soekanto, 2021). The researcher will examine the provisions of Law Number 8 of 1999 concerning Consumer Protection, Law Number 42 of 1999 concerning Fiduciary Guarantees, and other related implementing regulations. In addition, regulations in the field of information technology related to the era of digitalization, such as Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE) and its amendments, will also be analyzed to understand how consumer legal protection is applied in the context of digital transactions. The location of this research was in the Riau Islands Province, specifically in the city of Batam.

## **RESULTS AND DISCUSSION**

### **Legal Regulations on the Role of Notaries in Ensuring the Validity of Digital Fiduciary Agreements**

Legal provisions regarding the role of notaries in digital fiduciary agreements cannot be separated from the main normative basis contained in Law No. 42 of 1999 concerning Fiduciary Guarantees. This law stipulates that fiduciary guarantees can only be established through a Fiduciary Guarantee Deed drawn up by a notary as a public official. This deed is an authentic deed that serves as the basis for the registration of fiduciary guarantees with the Directorate General of General Legal Administration (Ditjen AHU). In the digital context, even though the registration system has been transformed electronically through Fidusia Online, the role of notaries remains crucial because authentic deeds are a formal requirement for fiduciary guarantees to have binding legal force and to provide executory rights to creditors. The Fiduciary Guarantee Law also emphasizes the principles of publicity and specialiteit, which can only be fulfilled through the registration of fiduciary deeds with the competent authorities. These principles require that fiduciary guarantees be made known to the public in order to create legal certainty and protection for third parties. In digital practice, the principle of publicity is realized through online registration, which results in an Electronic Fiduciary Guarantee Certificate. Thus, despite the digitization of the registration procedure, the provisions of Law 42/1999 still place notaries as the main actors who guarantee the substantive and formal validity of fiduciary agreements. On the other hand, developments in digital law have implications for the validity of electronic documents. Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law) and its amendments in Law Number 19 of 2016 recognize that electronic documents and electronic signatures have legal force as long as they meet certain requirements.

Article 5 paragraph (1) of the ITE Law states that electronic information and/or electronic documents are valid legal evidence. This provision forms the legal basis that fiduciary deeds that use electronic instruments in their creation and registration still have legal evidentiary force, as long as they are processed in accordance with the prescribed procedures. Furthermore, Article 11 of the ITE Law affirms the recognition of electronic signatures that have legal force and valid legal consequences, as long as they fulfill the elements of integrity, authentication, and non-repudiation. This is important in the context of digital fiduciary because the deed signing process can be done electronically by utilizing certification from a certified electronic signature provider. Notaries have an obligation to ensure that the use of electronic signatures in fiduciary agreements remains valid and does not raise doubts regarding the authenticity or validity of the resulting legal documents. In addition to the Fiduciary Guarantee Law and the ITE Law, legal protection for consumers in digital fiduciary agreements is also based on Law Number 8 of 1999 concerning Consumer Protection (UUPK). This law regulates the rights of consumers to obtain clear information, the right to be treated fairly, and the right to obtain compensation if they suffer losses. In the practice of digital



fiduciary agreements, standard contracts are often used, which are drafted unilaterally by financing institutions. In this case, the role of a notary is important to ensure that the agreement does not contain exonerating clauses that are detrimental to consumers, in accordance with Article 18 of the UUPK, which prohibits clauses that negate the responsibility of business actors. The UUPK also emphasizes the obligation of business actors, including financing institutions, to provide accurate, clear, and honest information to consumers. In digital transactions, potential violations often occur because consumers simply click on the agreement (click agreement) without a deep understanding of the contract's contents. Notaries, based on their function as public officials, have the authority and moral responsibility to ensure that the rights of consumers as the weaker party remain protected, even if the contract is conducted in an electronic system. Thus, the existence of the UUPK provides a normative basis for the active involvement of notaries in ensuring contractual justice. Using a statutory approach, it can be concluded that existing legal norms still need to be refined in order to respond to the needs of the digital age. The principle of justice demands substantive protection, while the UUPK prohibits standard clauses that are detrimental, and the ITE Law provides legitimacy to electronic documents. However, regulatory harmonization and strengthening the role of notaries are still necessary to ensure that positive law is truly effective. Thus, notaries do not only play an administrative role, but also act as guarantors of contractual justice in the digital era, which is prone to placing consumers in a weak position.

### **Implementation of the Role of Notaries in Providing Legal Protection to Consumers**

Based on field research in Batam City, the practice of creating digital fiduciary deeds still places notaries as central actors in the process of drafting authentic deeds. Although digitization has been implemented in the fiduciary registration system, notaries still have the authority to translate the parties' agreements into authentic deeds in accordance with the provisions of the Notary Law. Empirical data shows that most financing institutions in Batam still use notary services to ensure that the deeds they create meet formal and substantive requirements. This is done to guarantee the legal validity of the deeds while protecting the interests of consumers as debtors. In the practice of drafting deeds, notaries in Batam verify the identities of the parties, examine supporting documents, and provide explanations regarding the content and legal consequences of fiduciary agreements. Based on interviews with several notaries, this process is still carried out face-to-face to ensure that debtors understand their rights and obligations. Although the digital system simplifies the administrative process, the direct involvement of notaries in providing legal advice is still considered important, especially to prevent clauses that are detrimental to consumers. This is in line with the prudential principle applied by notaries in their practice.

The next stage is the registration of the fiduciary deed through the Online Fiduciary system managed by the Directorate General of General Legal Administration (Ditjen AHU). Based on observations, all notaries in Batam who handle fiduciary agreements have been integrated with this system. Registration is carried out by entering the agreement data, collateral objects, and the identities of the parties electronically. Empirical data shows that the use of Fidusia Online speeds up the registration process, which previously took several days but can now be completed in a matter of hours. This efficiency directly benefits consumers, as it speeds up the issuance of legal guarantees for financing agreements. However, the study also found that consumers are generally not directly involved in the online registration process. Registration is fully managed by notaries and creditors. This poses a challenge, as consumers often do not receive a copy of the data registered online, except after the fiduciary certificate is issued. Some consumers interviewed even admitted that they did not understand the difference between a fiduciary deed and a fiduciary certificate, resulting in an information gap. This condition highlights the importance of the notary's role in bridging consumers' understanding of digital legal mechanisms. After the registration process is successful, the Online Fiduciary system automatically issues an Electronic Fiduciary Guarantee Certificate. This certificate has the same executory power as a physical certificate, as confirmed in the Fiduciary Guarantee Law. Based on the results of research in Batam, the notary then submits the certificate to the creditor and debtor as valid proof of fiduciary guarantee. This digitization process is considered more effective because it reduces the risk of physical document loss and facilitates authenticity verification through electronic systems. However, empirical research shows that there are still technical obstacles in issuing digital certificates. Several notaries mentioned that system disruptions or delays on the AHU Online server can hinder the issuance of certificates, thereby slowing down the process of legal protection for consumers. In addition, consumers often do not understand the function of digital certificates, raising doubts as to whether electronic documents have the same legal force as printed documents. This underscores the need for more intensive legal education from notaries to the public. From a consumer protection perspective, notaries

in Batam act as supervisors of the substance of agreements as well as facilitators of digital certificate issuance. Notaries ensure that the clauses in fiduciary agreements do not violate the provisions of the Consumer Protection Law and guarantee that the rights of debtors remain protected even though the administrative process is carried out electronically. Thus, the implementation of the notary's role is not only administrative but also substantive, namely providing legal certainty and contractual justice in digital fiduciary transactions. Empirically, it can be concluded that the implementation of the notary's role in the practice of creating digital fiduciary deeds in Batam City is quite effective in providing legal protection for consumers.

The process of drafting authentic deeds maintains the integrity of the agreement, registration through Fidusia Online speeds up service, and the issuance of digital certificates strengthens legal certainty. However, improvements are still needed, particularly regarding consumer literacy regarding digital documents and improvements to the AHU Online system infrastructure. Thus, the role of notaries in the era of digitalization remains relevant and is even more important to ensure a balance between the interests of creditors and consumer protection. Field research results in Batam City show that the role of notaries in guaranteeing the rights of debtors in digital fiduciary agreements is still very much needed, even though most of the administrative processes have been digitized. Debtors as consumers are often in a weak position due to their limited understanding of the law, so they do not have bargaining power that is balanced with financing institutions. In such conditions, notaries play an important role as providers of objective explanations regarding the contents of the agreement. Based on interviews with several notaries, they emphasized that before the fiduciary deed is signed, explanations are always given to the debtor so that the rights and obligations of the parties can be well understood.

## **Obstacles and Solutions in the Implementation of Consumer Legal Protection by Notaries**

### **1. Normative Barriers**

Field research in Batam shows that there are normative barriers to the implementation of consumer legal protection, mainly due to legal loopholes in the Fiduciary Guarantee Law regarding digitization mechanisms. Law No. 42 of 1999 concerning Fiduciary Guarantees was drafted in the context of conventional transactions, so it does not explicitly regulate the use of electronic signatures, digital deeds, or online-based registration systems. This condition raises doubts for some consumers regarding the validity of digital fiduciary agreements, even though in practice they are facilitated through the AHU Online Fiduciary system. Interviews with notaries in Batam also revealed that the absence of clear regulations often makes it difficult for them to provide legal certainty to debtors, especially when disputes arise regarding the validity of electronic documents. Another obstacle is the lack of synchronization between consumer protection regulations and the rapidly growing practice of digital lending in Batam. Based on interviews with consumers, many admitted to signing standard digital contracts from financing companies or fintech companies without understanding the contents of the agreement, while consumer protection as regulated in Law Number 8 of 1999 has not been adjusted to the practice of application-based electronic contracts. The notaries who were interviewed also acknowledged the limitations in supervising standard digital clauses, which are often determined unilaterally by creditors. This has created legal uncertainty, where consumer rights are normatively guaranteed, but in practice, digitalization makes it difficult to fully realize these rights due to weak regulations that are not synchronized between consumer protection and financial technology.

### **2. Technical and Practical Obstacles**

Field research in Batam shows that one of the technical obstacles faced by notaries in providing legal protection to consumers is the limitation of digital infrastructure. Although fiduciary registration already uses the AHU Online Fiduciary system, several notaries complain about server disruptions and access delays that hinder the issuance of digital certificates. This condition causes the legal protection that should be immediately provided to debtors to be delayed. In addition, some notary offices do not yet have adequate information technology facilities, so that digitization actually creates new administrative obstacles. Another obstacle that emerged from interviews with consumers is the low level of understanding of digital contracts. Many consumers admit that they only focus on the loan amount and monthly installments without reading the details of the agreement clauses contained in the digital application. This lack of understanding weakens the position of debtors in facing standard clauses that are determined unilaterally by creditors. Notaries in Batam emphasized that even though they have tried to provide explanations, the low level of legal literacy among consumers makes legal protection not fully effective in practice. In addition, the risk of personal data misuse is also a serious obstacle to the implementation of consumer legal protection. In practice, debtors must submit personal data such as identity, vehicle ownership documents, and bank account information to notaries and creditors. Interviews with several consumers revealed concerns that their data could be accessed or misused by other parties, especially in a digital system whose security is not yet fully

guaranteed. Several notaries admitted that not all notary offices have encrypted data storage systems, so the protection of consumers' personal data still faces technical weaknesses. The final practical obstacle is the arbitrary enforcement of collateral by some financing institutions in Batam. Observations show that there are still cases of forced vehicle repossession without clear legal procedures, even though Constitutional Court Decision Number 18/PUU-XVII/2019 has confirmed that fiduciary enforcement cannot be carried out unilaterally. This condition weakens the legal protection promised in digital fiduciary deeds, as consumers remain vulnerable to arbitrary actions by creditors. Several notaries interviewed stated that they had reminded creditors of these rules, but in practice, notary supervision is limited to the deed creation stage, not to the execution of enforcement in the field.

### 3. Sociological Barriers

Field research in Batam City shows that the main sociological barriers to the implementation of consumer legal protection by notaries are information asymmetry and the imbalance in consumer bargaining power. In the practice of digital fiduciary agreements, creditors usually have dominance in determining the content of the contract through standard clauses, while consumers are only in a position of acceptance (take it or leave it). Interviews with consumers revealed that many of them felt they had no room to negotiate the contents of the agreement, so that the legal protection they should have received was only formal, not substantive. This condition shows that there is a legal imbalance that is still difficult to overcome even though notaries try to bridge the interests of both parties. In addition, the lack of legal literacy among the public is also a significant obstacle. Observations and interviews with several consumers show that they tend to sign agreements without reading the contents of the contract thoroughly and do not understand the legal implications of digital fiduciary guarantees. This low level of legal awareness makes consumers very dependent on the notary's explanations, but at the same time also limits the effectiveness of legal protection because consumers are not proactive in fighting for their rights. These findings reinforce the analysis that sociological factors, particularly low legal literacy, have a direct impact on the effectiveness of the notary's role in protecting consumers in digital fiduciary transactions in Batam.

## CONCLUSION

Based on the findings of data analysis in the discussion, the following conclusions can be drawn:

1. Legal regulations indicate that the role of notaries in ensuring the validity of digital fiduciary agreements is based on Law No. 42 of 1999 concerning Fiduciary Guarantees, Law No. 11 of 2008 concerning ITE and its amendments, Law No. 8 of 1999 concerning Consumer Protection, and the Minister of Law and Human Rights Regulation concerning Online Fiduciary. Although this normative basis provides legal grounds for digital fiduciary agreements, the lack of regulations related to digital deeds and electronic signatures still raises doubts in practice. Therefore, notaries play an important role in ensuring the conformity of agreements with positive law while also bridging the need for legal certainty in the era of digitalization.
2. The implementation of the notary's role in Batam City shows that notaries not only create authentic deeds but also function as protectors of consumers' legal interests by explaining the contents of agreements, supervising standard clauses so as not to harm debtors, protecting consumers' personal data, and supervising creditors' obligations. In practice, notaries ensure information transparency, prevent unilateral execution, and maintain a balance in the legal relationship between creditors and debtors. Thus, the role of notaries has been proven to provide substantive protection for consumers amid the development of digital-based fiduciary transactions.
3. The obstacles faced by notaries include normative aspects such as legal loopholes in the Fiduciary Law related to digitalization and the lack of synchronization between consumer protection regulations and digital lending practices, technical aspects such as limited digital infrastructure for notaries, low consumer understanding, and the risk of personal data misuse, as well as sociological aspects such as information asymmetry and low legal literacy among the public. Recommended solutions include harmonizing digital fiduciary regulations with consumer protection, strengthening the role of notaries in digital legal advice, improving infrastructure and technology training, supervising digital contracts by the OJK and the Ministry of Law and Human Rights, and providing legal education for consumers to make them more aware of their rights.

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