

Research Article

The Application of the Lex Loci Celebrationis Principle in the Execution of Notarial Deeds Involving Foreign Legal Subjects

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Abstract: This article provides a comprehensive examination of the application of the lex loci celebrationis principle in the execution of notarial deeds involving foreign legal subjects within the Indonesian legal system. The principle affirms that any authentic deed executed in Indonesia must comply with national legal requirements, regardless of the parties' nationality or the existence of transnational legal relations. Through normative legal research employing statutory, conceptual, comparative, and case-study approaches, this article elucidates how the lex loci celebrationis principle interacts with private international law, particularly in relation to the legal capacity of foreign nationals, the use of foreign documents, and the limits of jurisdiction. The analysis reviews the Law on Notarial Office, the Indonesian Civil Code, population administration regulations, as well as doctrinal developments and jurisprudence pertaining to international legal acts. The findings indicate that although the substantive aspects of an agreement may refer to foreign law through lex voluntatis, the formal validity of a notarial deed remains entirely governed by Indonesian law. These findings underscore the need to enhance the competence of notaries in understanding the dynamics of private international law and highlight the importance of harmonizing national regulations with the principles of private international law to ensure legal certainty in cross-border transactions.

Keywords: Authentic Deed; Legal Certainty; Lex Loci Celebrationis; Notary; Private International Law.

1. Introduction

The increasing intensity of cross-border legal relations as a consequence of globalization has brought significant changes to civil law practice in Indonesia, including within notarial activities. The mobility of foreign nationals, investment flows, and transnational business activities have generated a growing number of civil transactions involving foreign legal subjects in various forms of legal arrangements. In this context, notaries—as public officials vested with the authority to execute authentic deeds—play a crucial role in ensuring legal certainty, formality, and the validity of the parties' legal acts (Bintang et al., 2025). However, the involvement of foreign legal subjects in notarial deeds presents distinct challenges due to differences in legal systems, legal capacity, and the validity of documents originating from their home jurisdictions.

In practice, key issues arise when a deed executed in Indonesia involves a foreign national but is subsequently used or produces legal consequences in another jurisdiction. The validity of the deed, its form and format, and the fulfillment of formal requirements under Indonesian law are frequently tested within the framework of private international law. At this point, the lex loci celebrationis principle becomes fundamental in determining the validity of a legal act based on the place where the act was performed (Amnuriant & Nugroho, 2025). This principle provides that the formalities of a legal act are governed by the law of the place where the act is carried out; therefore, a notarial deed executed in Indonesia must be assessed in accordance with Indonesian law, regardless of the nationality of the parties involved.

Tensions arise when other elements of private international law—such as lex personalis, which governs the legal capacity of foreign subjects, or lex causae, which determines the substantive law applicable to the underlying agreement—potentially conflict with the

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principle of formal validity governed by *lex loci celebrationis*. In transnational legal relations, these principles interact with one another, requiring notaries to clearly understand the limits of their authority and the legal obligations set forth under Law No. 2 of 2014 amending Law No. 30 of 2004 on the Office of the Notary (hereinafter the Notary Law), the Indonesian Civil Code, and relevant private international law instruments. Any error in determining the applicable law may result in the deed being challenged for its validity, either in Indonesia or in another jurisdiction connected to the legal act.

The urgency of examining the application of *lex loci celebrationis* has increased as various national and international court decisions demonstrate that issues of formality frequently become the basis for annulment of deeds or refusal to recognize documents. In the Indonesian context, variations in interpretation and practice among notaries remain evident, particularly with respect to establishing the legal capacity of foreign parties, the use of language, legalization or authentication of foreign documents, and cross-border verification procedures. The absence of explicit technical guidelines regulating the execution of notarial deeds involving foreign legal subjects has resulted in inconsistent notarial practice and potential legal uncertainty.

Moreover, the development of international instruments such as the 1961 Apostille Convention, which has recently entered into force in Indonesia, also carries implications for the recognition of foreign documents and the simplification of legalization procedures (Aurelia & Ariany, 2025). However, the harmonization of these procedures has not yet been fully aligned with notarial practice in relation to the formal requirements applicable to deeds involving foreign parties. The lack of synchronization between the global framework of private international law and domestic regulations creates additional potential legal conflicts that warrant in-depth examination. Accordingly, a comprehensive juridical analysis is necessary to ensure that notaries and legal practitioners possess an accurate understanding in applying this principle.

From an academic perspective, studies on *lex loci celebrationis* within the context of notarial practice remain relatively limited in Indonesia, despite the increasing frequency of such cases in practice. The majority of private international law literature tends to focus on issues of mixed marriages, international succession, and commercial contracts, while specific studies on the formal validity of notarial deeds involving foreign subjects have not received adequate scholarly attention (Fitriyah et al., 2023). Therefore, this research constitutes an important contribution in filling the theoretical gap within Indonesian legal scholarship and offers a systematic approach to advancing notarial science in the modern era.

On the other hand, for notaries, a thorough understanding of the *lex loci celebrationis* principle is not merely a theoretical necessity but a practical requirement that determines the quality and validity of the legal instruments they produce. Notaries must ensure that the deeds they execute are not only valid under Indonesian law but can also be effectively utilized within the legal systems of other countries when a legal act produces cross-jurisdictional consequences (Juliani, 2024). Without such understanding, the enforceability of the deed may be questioned, potentially giving rise to disputes that could disadvantage the parties involved.

Beyond its importance for notaries, this issue is equally relevant for foreign nationals engaging in legal activities in Indonesia, such as purchasing assets, establishing companies, drafting investment agreements, or undertaking other civil legal actions. They require certainty as to whether a deed executed by an Indonesian notary can be recognized and relied upon in their home jurisdiction (Azzahra, 2025). Accordingly, this research offers practical value as it may serve as a guide for foreign parties in understanding the formal requirements that must be fulfilled to ensure that the legal acts they undertake in Indonesia receive proper legal recognition.

From another perspective, this research also contributes to the development of legal policy, particularly when gaps or conflicts are identified between national regulations and the principles of private international law. Regulatory harmonization becomes an urgent necessity to ensure that Indonesia can provide a conducive and secure transactional environment for foreign legal subjects without undermining the principle of national legal sovereignty. In this regard, the discourse on *lex loci celebrationis* extends beyond theoretical debate and directly informs efforts to reform Indonesia's notarial regulatory framework.

Overall, this background underscores the importance of an in-depth examination of the application of the *lex loci celebrationis* principle in the execution of notarial deeds involving foreign legal subjects, as it represents a contemporary, practical, and strategic legal issue. The complexity of cross-border legal relations demands that notaries and policymakers understand the interaction between national law and international law in order to deliver legal

services that are professional, accountable, and consistent with modern notarial standards. This research is expected to provide a comprehensive normative analysis along with constructive recommendations for enhancing notarial practice in Indonesia.

2. Preliminaries or Related Work or Literature Review

The *lex loci celebrationis* principle occupies a central position in private international law when addressing the formalities of legal acts; the principle provides that the formal validity of a legal act is determined by the law of the place where the act is performed. In the PIL literature, *lex loci celebrationis* is often regarded as the foundation for ensuring the formal validity of cross-border deeds and contracts (Zahrotussalma & Hafidzi, 2025), thereby requiring local authorities including notaries to comply with the legal requirements of the jurisdiction in which the deed is executed and authenticated. However, scholars have also noted that the principle has its limitations: it governs the formal aspects of a legal act but does not directly resolve substantive issues, which may instead fall under other governing laws such as *lex causae* or *lex voluntatis*.

The *lex voluntatis* or choice-of-law principle allows parties to determine the substantive law governing their legal relationship and serves as a crucial mechanism for reconciling contractual freedom with the need for legal certainty in international transactions (Aminah, 2019). The literature explains that although parties may select the applicable substantive law, such choice typically does not exempt them from complying with the formalities prescribed by *lex loci celebrationis* for example, where the law of the place of execution requires a specific form or the involvement of a public official. Consequently, a deed whose substantive terms are governed by one legal system must nonetheless satisfy the formal requirements of the law of the place of execution in order to be effectively recognized, making the interaction between choice-of-law principles and *lex loci celebrationis* a matter requiring context-sensitive interpretation in cross-jurisdictional settings.

For immovable property, the principle of *lex rei sitae* remains dominant: the law of the place where the property is located governs the transfer of rights, the creation of security interests, and other aspects of proprietary rights (Mopeng, 2017). Doctrinal studies affirm that when a notarial deed concerns the transfer of rights over land or buildings, the notary must consider not only the formalities of deed execution (*lex loci celebrationis*) but also the substantive elements regulated by *lex rei sitae*. Consequently, a deed that is formally valid in the place where it is executed does not necessarily produce legal effects over immovable property located in another jurisdiction if it fails to comply with the law of the situs.

The theory of personal status whether *lex patriae* (the law of nationality) or *lex domicilii* (the law of domicile) plays a central role in determining the legal capacity of foreign subjects. The literature demonstrates that the capacity to execute a deed (legal capacity) and the validity of consent are often assessed according to the personal law of the individual; this is critical when a notary must determine whether a foreign party possesses the legal competence to enter into a deed (Wahyuningsih, 2024). Conflicts may arise where the law of the place of execution imposes age or consent requirements different from those of the party's national law; jurisprudential solutions tend to combine approaches based on domicile, nationality, and the closest connection principle in order to avoid legal uncertainty (Kapahese, 2021).

From the perspective of practical notarial concepts, the literature emphasizes the role of authentic deeds as instruments of evidence and legal certainty, while also highlighting technical challenges such as the need for legalization or Apostille for cross-border recognition. Comparative studies show that although mechanisms such as the Hague Apostille Convention simplify document authentication, these procedures do not resolve all conflict-of-laws issues; matters such as differences in legal capacity, language, and jurisdiction still require practical guidelines for notaries (Rizkawati, 2023). Accordingly, scholars recommend the integration of Private International Law principles into national notarial guidelines so that deeds involving foreign subjects obtain formal certainty and a greater likelihood of international recognition.

3. Research Methods

This research employs a normative juridical method (doctrinal legal research), which emphasizes library-based study to examine and interpret legal norms (Irianto, 2017), relevant to the application of the *lex loci celebrationis* principle in notarial practice involving foreign legal subjects. The approaches used include: (1) the statute approach, namely the analysis of

national legislation (such as the Notary Office Act, the Indonesian Civil Code, implementing regulations, as well as relevant international legal instruments such as the Hague Apostille Convention) to determine the formal normative framework; and (2) the conceptual approach, aimed at formulating and testing key concepts such as formal validity, legal capacity, and document authentication within the theoretical framework of Private International Law.

The legal materials employed are classified as primary (legislation, international treaties, and court decisions), secondary (academic literature, journal articles, doctrinal commentary, and publications of notarial institutions), and tertiary (legal dictionaries, encyclopedias, and juridical indexes). The analytical technique applied is qualitative, consisting of two main stages: systematic interpretation—analyzing the text of norms structurally, historically, and teleologically to examine coherence among norms and the hierarchy of legal sources—and prescriptive interpretation—formulating normative recommendations for notarial practice and legal policy based on theoretical and comparative findings. To enhance the validity of the findings, this research combines triangulation of legal sources and cross-checking of jurisprudence so that the conclusions produced are not merely descriptive but also provide practical guidance for notaries and policymakers.

4. Results and Discussion

Legal Framework Governing the Preparation of Notarial Deeds Involving Foreign Legal Subjects

The notarial regulatory framework in Indonesia rests on a strong normative foundation through the Notary Office Act (UUJN). The UUJN governs the authorities, duties, and obligations of notaries as public officials authorized to draw up authentic deeds, including the obligation to verify the identity of the parties, explain the contents of the deed, and ensure compliance with the formalities required under national law (Derika, 2020). When one or more parties are foreign subjects, the application of the UUJN requires heightened attention, as the notary must reconcile domestic formal requirements with the reality that the personal law and foreign rules applicable to the substantive legal act may also be relevant. Accordingly, the UUJN not only sets out administrative procedures but also places the notary in the position of an initial assessor of the parties' legal capacity and of the formal conformity of the deed.

In the sphere of Indonesia's substantive civil law, the Indonesian Civil Code (KUHPerdata) remains the principal reference for assessing the validity of agreements and the capacity of the parties. The Civil Code stipulates the general requirements regarding legal capacity (*capacité*) and the principle of freedom of contract; thus, when a notary draws up a deed embodying the parties' declarations of will, the notary must ensure that issues of capacity comply with the relevant legal provisions. However, in the context of foreign legal subjects, questions often arise as to whether such capacity must be assessed solely under Indonesian law or under the personal law of the foreign party (*lex personalis*). Therefore, notaries must apply a heightened standard of due diligence when verifying documents and information concerning the legal status of foreign parties (Monalisa, 2024).

Administrative aspects of civil registration and identity are also relevant, as the Population Administration Act (and its implementing regulations) governs identity data for Indonesian nationals; for foreign subjects, proof of identity and immigration status (such as passports, visas, KITAS/KITAP) constitute documents that must be verified. Notarial practice requires verification of documents originating from the relevant foreign country, official translation when the documents are in a foreign language, and—where necessary—authentication by diplomatic or consular representatives or the use of the Apostille mechanism for states parties to the 1961 Hague Convention (Aida et al., 2023). Incomplete or unclear identity documents may result in formal defects in the deed or potential liability for the notary.

At the technical level, implementing regulations governing the authentication of foreign documents and the procedures for legalization continue to present practical challenges. Different states apply different procedures; Indonesia, as a jurisdiction that has not fully harmonized its mechanisms with all countries, requires either consular legalization or apostille depending on international relations. Accordingly, notaries must understand the distinction between authentication of the official's signature (legalization/apostille) and the assessment of a party's legal capacity under foreign law two matters that are often conflated in practice.

From the perspective of Private International Law (PIL), the principle of *lex loci celebrationis* becomes relevant in determining the formal validity of a deed. This doctrine

provides that formalities are fulfilled when a deed is executed in accordance with the law of the place where the deed is made (Rahayu, 2018). PIL literature affirms that when a deed is executed in Indonesia by an Indonesian notary, its formal requirements generally must comply with the Notary Office Act (UUJN) and Indonesian law; however, when the deed is intended to produce legal effects in another jurisdiction, its recognition abroad may depend on the fulfilment of formalities under the *lex loci celebrationis* of the place of execution or on additional authentication measures required by the receiving state. In practice, the notary must inform the parties of any potential need for further authentication for international use.

The relationship between *lex loci celebrationis* and the nationality or domicile of a foreign party (*lex patriae / lex domicilii*) adds a further layer of complexity. The legal capacity of foreign subjects is often determined according to their personal law; for example, rules concerning marital age, guardianship, or capacity limitations may differ between states. Therefore, a notary in Indonesia may not rely solely on a party's assertion of capacity without legal evidence originating from the foreign party's home jurisdiction—such as a certificate of no legal impediment or civil status certificate—which must be translated and, where necessary, duly authenticated through official legalization (Rizkawati, 2023).

The harmonization between the Notary Office Act (UUJN) and the principles of Private International Law (PIL) requires a clear understanding of the scope of a notary's authority when foreign parties are involved. A notary is vested with the authority to execute authentic deeds within the limits of Indonesian law; however, the notary cannot assume the role of a court or foreign authority in determining the proprietary consequences of legal acts occurring outside the territory of the Republic of Indonesia (Wardhani, 2017). Accordingly, the notary must confine his or her statements to formalities and verifiable facts, and must provide a written caveat in the deed whenever certain elements may produce legal consequences dependent upon foreign law or registration abroad.

These limitations of authority become even more apparent when the object of the deed is subject to foreign law for instance, the transfer of rights over immovable property located abroad or corporate instruments governed by the law of the place of incorporation (Maemunah, 2024). An Indonesian notary has no competence to ascertain proprietary effects arising within a foreign jurisdiction; therefore, a deed involving foreign objects must be drafted in such a way that it does not guarantee proprietary effects that can only be realized through acts performed in another state, unless such effects are expressly conditioned upon subsequent implementation or are subject to a fulfilment clause.

In notarial practice, discrepancies or inconsistencies between applicable norms may give rise to legal consequences affecting the professional liability of the notary. Where a notary fails to exercise reasonable verification of a party's legal capacity or the required formalities, or provides inaccurate explanations to the parties, the notary may be exposed to potential civil or administrative claims arising from the performance of his or her office. Accordingly, professional literature and ethical guidelines emphasize the importance of due diligence, comprehensive documentation of the verification process, and the provision of adequate advice concerning the need for legalization or international registration of documents.

Language and communication issues also frequently arise; deeds involving foreign parties commonly require sworn translations and the presence of an official interpreter at the time of reading and execution of the deed. The notary must ensure that the foreign party fully understands the contents of the deed; failing such understanding may constitute a basis for annulment or a subsequent challenge to the deed's validity (Budiman et al., 2024). Best practices recommend that the deed expressly include a statement confirming the fulfilment of language and translation requirements as part of the *considerans* section of the deed.

From the perspective of public protection (*public policy/ordre public*), although foreign law or the parties' choice of law may govern the substantive relationship, a notarial deed must not conflict with the fundamental principles of national law. A notary is required to refuse or issue a warning if the contents of the agreement contain clauses that contravene national interests, public order, or mandatory public-policy rules of Indonesia—for example, clauses purporting to transfer ownership of State land, which is expressly prohibited under domestic law.

The need for practical harmonization necessitates the issuance of more concrete technical guidelines by the supervisory authority of the notarial profession. Such guidelines should include a verification checklist for foreign documents, procedures for legalization/apostille according to the country of origin, standards for assessing legal capacity based on *lex personalis*, and model warning forms regarding cross-jurisdictional

consequences. With such guidelines, notaries can operate consistently and minimize the risk of disputes arising from differences in international regulations.

Additional practical recommendations include enhancing the professional capacity of notaries through continuing legal education in private international law, cooperation with consulates or embassies, and the development of transnational professional networks for document verification. Notarial offices that frequently serve foreign clients should also establish internal standard operating procedures addressing identity verification, civil-status examination, and consultation of foreign law where necessary.

Ultimately, the harmonization between the Notary Office Act (UUJN) and the principles of private international law is not merely a matter of formal technicalities but also a matter of protecting the parties. The notary performs a dual function: as a public official providing formal certainty and as a preventive advisor who informs the parties of cross-border legal implications. Therefore, regulatory reforms and professional guidelines that integrate private international law principles will strengthen legal certainty for international civil transactions facilitated by Indonesian notaries.

In summary, while national regulations (UUJN, the Indonesian Civil Code, and administrative identity rules) provide the foundational framework for drawing up deeds involving foreign subjects, safe and effective practice requires alignment with the principles of private international law (*lex loci celebrationis*, *lex voluntatis*, *lex rei sitae*, and *lex personalis*), supported by clear technical guidelines. Such harmonization is essential to ensure that notarial deeds are not only formally valid in Indonesia but also enjoy a high probability of recognition and effectiveness in other jurisdictions, while minimizing legal risks for the parties and for notarial officials.

Application of the Lex Loci Celebrationis Principle in Indonesian Notarial Practice

The application of the *lex loci celebrationis* principle in Indonesian notarial practice demonstrates that every notarial deed executed within the jurisdiction of Indonesia is automatically subject to Indonesian law as the law of the place where the legal act is performed (Amnurdiant & Nugroho, 2025). This consequence is fundamental because notaries, as public officials, exercise public authority delegated by the state to create authentic instruments. Accordingly, the form, procedures, and formal requirements for the execution of a deed cannot be governed by foreign law, even when one or all of the parties involved are foreign legal subjects.

The validity requirements for legal acts under the Indonesian Civil Code and the Notary Office Act serve as the primary standards determining the validity of a notarial deed. A notary must ensure the existence of the parties' consent, legal capacity, a definite object, and a lawful cause. The application of these requirements reflects Indonesia's adherence to a model of territorial formalism, under which all notarial actions are subject to national regulations regardless of the parties' nationality. Consequently, *lex loci celebrationis* operates as the principal binding doctrine for safeguarding the formal consistency of notarial deeds.

However, the application of *lex loci celebrationis* does not exempt notaries from the obligation to examine the legal capacity of foreign nationals in accordance with the law of their country of origin. Within the field of private international law, legal capacity is categorized as a matter of personal status, which is governed by *lex patriae* (Alvessya, 2025). This means that a foreign national is deemed legally capable only if he or she satisfies the capacity requirements under his or her national law, irrespective of the place where the deed is executed. A notary must verify this, as the consent given may be considered invalid if the foreign party is deemed legally incapable under his or her national law.

The application of the nationality principle frequently gives rise to technical issues in practice, particularly when a foreign national originates from a jurisdiction that applies different standards of legal capacity. To address such issues, notaries commonly request certificates or written statements from the competent authority of the individual's home country, or rely on official documents evidencing the foreign party's legal status. This functions as a preventive measure to ensure that the deed is not rendered defective due to a lack of capacity under the foreign party's national law.

One of the critical issues in applying legal capacity based on the law of the foreign national's country of origin is the potential occurrence of *renvoi*. *Renvoi* arises when the foreign law refers back to the law of the place where the deed is executed (Elviani et al., 2023). If the foreign law provides that capacity must be assessed according to the law of the place of execution, then Indonesian law as the *lex loci celebrationis* becomes applicable once again. Nevertheless, notaries must exercise caution, as not all jurisdictions recognize or apply the

doctrine of *renvoi*, making an understanding of foreign private international law systems essential in notarial practice.

In addition to issues concerning legal capacity, foreign documents used as the basis for the preparation of a notarial deed also require special attention. Notaries are obligated to ensure that such foreign documents are legally valid through the process of legalization or apostille. Legalization typically involves diplomatic and consular authorities, whereas the apostille has become a simpler, single-step mechanism following Indonesia's ratification of the 1961 Apostille Convention (Lestari, 2025). The application of these mechanisms ensures that foreign documents possess internationally recognized authenticity.

The validity of foreign documents constitutes a crucial element because notaries prepare deeds based on the statements and evidence submitted by the parties. Documents that are invalid or not duly legalized may cause the deed to lose its evidentiary strength. Accordingly, the verification of foreign documents is not merely an administrative procedure but forms part of the notary's substantive obligation to ensure the authenticity of the deed.

Another recurring challenge concerns the use of multilingual documents or documents drafted in a language not understood by the notary or the parties. In such circumstances, the notary is required to ensure the availability of an official translation made by a sworn translator to avoid misinterpretation (Budiman et al., 2024). Any misunderstanding of the contents of a foreign document may have serious consequences, as it directly affects the substance of the deed incorporating such information. Therefore, the use of a sworn translation constitutes a critical measure in bridging linguistic differences.

The application of *lex loci celebrationis* in practice is also reflected in the preparation of certain deeds involving foreign nationals, such as in property acquisition. Since Indonesian law restricts land ownership by foreign nationals, foreigners commonly make use of specific legal entities, such as foreign investment companies (PT PMA), to hold such interests (Sari, 2020). In this context, the notary continues to draft the deed in accordance with Indonesian law, while issues relating to capacity and corporate ownership structure are subject to additional regulations governing foreign investment. This illustrates the manner in which national law and international legal principles interact within notarial practice.

Another example concerns prenuptial agreements executed by mixed-nationality couples. Such deeds are subject to the form and procedures mandated by the Notary Office Act (UUJN) and the Civil Code as the *lex loci celebrationis*. However, the substantive content of the agreement must take into account the national laws of each party, particularly in relation to the matrimonial property regime. Accordingly, the notary must ensure that the terms of the agreement do not contravene the laws of the foreign party's country of origin nor Indonesian law.

In cross-border commercial agreements, notaries frequently encounter greater complexity due to the involvement of various elements of foreign law (Damaiyanti & Roisah, 2024). The deed remains drafted in accordance with the form and procedural requirements of Indonesian law, yet the parties may select the governing law for the substance of their agreement through a choice-of-law clause. In such circumstances, the *lex loci celebrationis* governs only the formal aspects of the deed, while its substantive provisions are subject to the law chosen by the parties. This illustrates the flexibility of private international law in accommodating contractual autonomy.

Although the parties may elect foreign law as the governing law for the substance of their legal relationship, the deed remains valid under Indonesian law so long as its form and procedure comply with the requirements of the UUJN. In other words, the *lex loci celebrationis* provides the basis for the deed's formal validity, while the choice of law grants the parties substantive latitude to tailor their agreement to international commercial interests (Dimlana et al., 2024). This interaction underscores the position of the notary at the intersection of a multi-jurisdictional legal framework.

In its application, the notary must exercise due caution to ensure that any foreign law chosen by the parties does not conflict with Indonesian public order (public order/*ordre public*). Where the substance of the agreement potentially contravenes Indonesia's fundamental legal norms, the notary is entitled to refuse the execution of the deed. Such refusal falls within the notary's discretionary authority to safeguard legal certainty and public order.

Practical experience demonstrates that harmonization between national law, the principle of *lex loci celebrationis*, and the laws of foreign jurisdictions is essential to producing deeds that are valid and acceptable across different legal systems. The notary must possess a

comprehensive understanding of the interaction among these legal frameworks in order to prevent disputes or the nullification of the deed.

Accordingly, the application of *lex loci celebrationis* in Indonesian notarial practice functions not merely as the formal basis for the execution of deeds, but also as a protective mechanism to preserve the integrity of legal instruments involving foreign parties. This principle guides the notary in balancing the application of national law with respect for the laws of the foreign party's country of origin, ensuring that the resulting deed remains valid, effective, and legally sustainable across jurisdictions.

5. Conclusion

The application of the *lex loci celebrationis* principle in the execution of notarial deeds involving foreign legal subjects demonstrates that the formalities, procedures, and validity of authentic deeds executed in Indonesia are governed exclusively by Indonesian law. This affirms the position of the notary as a public official of the State who is bound to comply with the Notary Office Act (Undang-Undang Jabatan Notaris), the Indonesian Civil Code, and administrative regulations concerning civil status and the use of foreign documents. Although the parties may possess cross-border legal relationships or choose foreign law as the governing law for the substantive terms of their agreement, the structure, format, and procedural requirements for the execution of the deed remain subject to the jurisdiction of Indonesian law. The application of this principle serves as an essential instrument to ensure legal certainty, procedural uniformity, and the protection of the integrity of authentic deeds within the national legal system.

In practice, notaries encounter challenges arising from differences in legal systems, verification of a foreign party's legal capacity based on *lex patriae*, the need for legalization or apostille, and potential jurisdictional conflicts concerning documents and the parties' intentions. Harmonizing the Notary Office Act with the principles of Private International Law requires a deep understanding of the relationship between Indonesia's formal legal framework and substantive elements that may be governed by foreign law. Regulations concerning the legal capacity of foreign nationals, the use of multilingual documents, and limitations on certain legal objects—such as land—illustrate that notaries must exercise a heightened degree of due diligence. Accordingly, the application of *lex loci celebrationis* not only provides legal certainty for cross-border legal acts but also reinforces the strategic role of notaries in ensuring the validity, fulfillment of formal requirements, and protection of the parties' interests in international civil transactions.

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