

Study of Legal Assurance of Transfer of Shares in a Public Company that is a Joint Property without the Approval of the Partner

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Abstract

Shared property in marriage, is a concept derived from customary law in Indonesia. In addition, this is stated in Law No. 1 of 1974 on Marriage. Not only that, Islamic law also regulates the common property in marriage. However, the joint assets included in the limited liability company's shares, are still a matter of debate. Based on Law No. 40 of 2007 concerning Limited Liability Companies, it is known that shares cannot be transferred to other parties, which means, shares are not included in the joint property. This research, therefore, wants to analyze the juridical status of shares as a common property in a marriage. Research is done with descriptive analysis. The results of the study found that the juridical status of shares as a common property in a marriage is expressly not contained in existing laws and regulations, but if viewed in Article 60 paragraph (1) of the UUPT which stipulates that shares are moving objects and give rights to their owners, then if the shares are acquired during the marriage period, Research is done with descriptive analysis. The results of the study found that the juridical status of shares as a common property in a marriage is expressly not contained in existing laws and regulations, but if viewed in Article 60 paragraph (1) of the UUPT which stipulates that shares are moving objects and give rights to their owners, then if the shares are acquired during the marriage period.

Keywords

Transfer; shares; open company; joint property



I. Introduction

Companies are the foundation of the nation's economy. This is because the presence of the organization, in addition to increasing state revenue, is also a vehicle for channeling work. One of the most well-known types of organizations is the limited liability organization. Limited Liability Company is a type of business that has been consolidated which in reality is regulated in Law Number 40 of 2007 concerning Limited Liability Companies. In view of Article 1 paragraph (1) of Law Number 40 of 2007, a Limited Liability Company is a legal entity consisting of a capital conspiracy, established based on an understanding, and has essential capital which is separated in the offer and fulfills the prerequisites. set out in these guidelines and agree to the implementation guidelines.

The higher the company's leverage, the company tends to generate less cash, this is likely to affect the occurrence of earning management. Companies with high debt or leverage ratios tend to hold their profits and prioritize the fulfillment of debt obligations first. According to Brigham and Ehrhardt (2013), the greater the leverage of the company, it tends to pay lower dividends in order to reduce dependence on external funding. So that the greater

the proportion of debt used for the capital structure of a company, the greater the number of liabilities that are likely to affect shareholder wealth because it affects the size of the dividends to be distributed. (Yanizzar, et al. 2020)

Limited Liability Company, by virtue of being able to be referred to as a legal entity because it has fulfilled several requirements, including:

1. Having a separate property, between the freedom and wealth of individuals (organizations) and an abundance of investors who are committed to the development of the organization.
2. Having an interest that is the reason for the element or business concerned.
3. Some are entrusted to individuals who are delegated as heads of bodies.

Therefore, the Limited Liability Company needs to isolate the offers that it can make without exceeding the estimated value of the offers made by the owner of the offer concerned. Then, assuming the Limited Liability Company is in the red, many liabilities are not the obligations of the organization's investors.

There are two types of Limited Liability Companies, the first is a Public Limited Liability Company and a Closed Limited Liability Company. Close Limited Liability Company, share ownership is mostly by family, family members and business relationships. However, in reality, the ownership of the shares of a Public Limited Liability Company must be possible unconditionally and freely. The direct requirement for the establishment of a Limited Liability Company organization is regulated in Article 7 paragraph (1) of Law Number 40 of 2007 concerning Limited Liability Companies, for example, it must be established by at least two people. Resistance to these needs will invalidate the deed of establishment of the Limited Liability Company.

The abundance claimed by the substance of the Company cannot be owned or limited by investors, therefore, this property is not eligible to be transferred to outside parties. As a general rule, this implies that the presence and legitimacy of the Company's abundance is not compromised by the debts, deaths, repayments or exits of individual investors. In addition, obligations arising from misfortune should also be the obligations of the Company without taking advantage of the wealth of the originator or the leadership of the Company. The investors are only responsible for keeping the full return on the value of the offers taken by them. Solely, the liability regarding the misfortune of the body of the Company must be completed by everyone from the Board of Directors together with the authors of the Limited Liability Company.

In connection with this, it will be an interesting matter, if there is a case regarding the establishment of a Limited Liability Company is a husband and wife couple. Legally, this will cause problems, both in terms of legitimacy and juridical consequences for property. Regardless of whether the offer claimed by the husband and wife is identified with the relationship of common property (Commonpool Asset) or can the two associations, without the approval or description of the offer offered.

This issue is still the subject of ridicule by legal experts and there are different understandings of the provisions of buying and selling shares. Some jurists state that there is no requirement for mutual understanding between two associations (husband or wife) and the other to be expressed in any way. This problem can really survive if before the marriage of the two actors took place, there was a marriage contract on the assets of the two actors or joint property. This means that it has recently been regulated in Article 29 of Law Number 1 of 1974.

Until now, there has been no case in court regarding the lawsuit for offering joint property as a personal offer that has not been approved by the couple. Nonetheless, this is not difficult to happen sooner or later. This is combined with the legal consequences that may arise from the conduct of a stock exchange that lacks necessity. For certain legal officials, the

approval of the spouse for an agreement and obtaining an offer is very important as a form of fulfillment of Law Number 1 of 1974 concerning Marriage. However, for other people, the conditions for ratification of spouses for transactions and obtaining bids are remembered for joint property, so they are not needed because they are not regulated by Law no. 40 in connection with a Limited Liability Company.

The critical contrast between the two opinions above is something that is interesting to study. Therefore, the motivation behind this review is to audit the legal certainty of the offer of moving to an open organization that is a shared resource without the partner's consent.

II. Research Method

This research takes the type of normative juridical research, this is because this research involves normative legal science and aims to determine the relationship between several legal regulations. Normative juridical research also uses the basis of written regulations or based on other legal materials contained in research that are related to the practice to be carried out.

The research approach will be carried out with a legal approach (Statue Approach) and a conceptual approach (Conceptual Approach), which in this case, the researcher will examine the legal certainty of the transfer of shares in a Public Company which is a Joint Asset without the Consent of a Spouse.

III. Result and Dicussion

3.1. Procedure for the Transfer of Shares in a Public Company which is a Joint Asset

A takeover is an authentic show proposed by a real component or individual to assume responsibility for the part of the association that can achieve power trading over the association. In accordance with Article 58 paragraph (1) of the Limited Liability Company Law No. 40 of 2007, expecting a financier to sell its share must first be introduced to alternative finance providers. This is in contrast to open limited risk associations which offer their share without the promise of being introduced to other financial backers. In order to lead a legitimate exhibition of the exchange of rights to shares through buying and offering offers, funders are required to chair the General Meeting of Shareholders (GMS). The GMS discussed the support for the agreement, which began with a prior proposal to the alternative financial supporter. Buying and selling is generally regulated in Article 1457 of the Civil Code which requires an understanding between the affiliated party and the party who binds themselves to present the agreement, with other parties. to circle back to the determined cost. Regarding the ease of the proposition subject to the game plan Article 613 BW.

This is in accordance with the guidelines of Article 48 paragraph (1) of the Limited Liability Company Law no. 40 of 2007, that part of the partnership granted is shares "for profit". In view of Article 613 of the Civil Code, the ease of receivables on behalf of and other goods that are not incorporated are carried out as original goods or under the hands and according to the deed the property rights are transferred to another person (the buyer). The deed of establishment of a Limited Liability Company (PT) must note the size of the PT's capital which is separated into shares. Recently, it has been proven that the proposal for capital participation in a Limited Liability Company has stages/techniques in its ownership and we must first understand that the offer must be given in cash from the Republic of Indonesia by:

1. On behalf of
2. At sight.

Law Number 40 of 2007 also provides clarification on how to transfer options into shares, which for this situation is regulated in Article 57 paragraph (1) which examines:

1. Must attend in advance to investors with special arrangements or different investors;
2. Must get early approval from organizational and auxiliary organs;
3. Must obtain prior approval from a capable expert in accordance with the applicable regulations.

The plan contained in Article 56 paragraph (2) and paragraph (3) of Law Number 40 of 2007 concerning Limited Liability Companies stipulates that the deed of transfer of rights to offer or pair must also be submitted in printed form to the Company. In addition, the Board of Directors will record the profit trading in the Register of Shareholders or Special Register of Shareholders, and notify the Minister of Law and Human Rights about changes in the composition of funders to be recorded in the Register of Shareholders. . Company in no later than 30 days from the date of registration of trading opportunities. In the Articles of Association, the requirements regarding the transfer of rights to shares can be regulated, namely: :

- a. Must be present in advance to certain grouping investors or different investors;
- b. Must obtain prior approval from the Company's Organs

In view of the true belief hypothesis, in view of the HT Law, it does not provide a serious action related to the trading of offers carried out by husband or wife in a partnership led without the consent of the companion. The HT Law only provides a procedural system limited to the bidding step. The bid trading in the HT Law stipulates that the directorate must inform the Minister about changes to the financial support association to be registered in a Limited Liability Company. After all, the rules related to trading offers that are common property are not limited by any creative mind, so they are vulnerable to real transgressions that one of the married couples can actually document. Therefore, from the valid guarantee hypothesis, buying and selling obtained from joint assets contained in the Limited Liability Company Law is based on Article 36 paragraph (1) of the Marriage Law. This means that adhering to the Limited Liability Company Law alone does not provide legal protection to one husband and wife in the event of a sale and purchase which is joint property.

3.2. Husband-wife Share Ownership in One Limited Liability Company

Basically a Limited Liability Company is a legal free element and has limited obligations, in particular only being responsible for all consequences and obligations arising from the activities of a Limited Liability Company, and cannot be asked to pay from their own assets regardless of whether the individual who does this is an investor. Limited Liability Company capital. Significant arrangements regarding each person who can become an investor in Limited Liability Companies are not regulated in Law Number 40 of 2007 concerning Limited Liability Companies, Article 7 of the Company Law only stipulates that the organization is founded on at least two people. Thus the regulation alludes to legal subjects in the Civil Code, especially people who are experts in the field of law. In the regulation of the Company Law, it seems that there is not a single article that denies a partner in establishing a Limited Liability Company. This arrangement positively causes a legitimate vulnerability in the Company Law, which can trigger multi-understanding. Seeing this reality, the certainty of legitimacy should be ready to guarantee demand in the eyes of the public.

The regulation which is identified with the establishment of a Limited Liability Company Article 7 paragraph (1) only emphasizes the establishment of a Limited Liability Company which is completed by 2 (two) or more persons. The two people are related to legal issues with an interest in establishing a Limited Liability Company. The legal subject here is human (natuurlijk person).

In establishing a Limited Liability Company, an arrangement is required, as an initial step in Establishing a Limited Liability Company, with the basic establishment by 2 (two) persons, which confirms the relevant standards based on the Limited Liability Company. Limited Liability Company Law, that as a legal element the Company is established based on understanding. Because it has more than one investor. This is identified with the understanding hypothesis that gives birth to an order in which encounters work on themselves enabling rights and commitments. As indicated by the Marriage Law, marriages that are carried out legally have legal consequences, considering the development of property for marriage. The wealth obtained during the marriage turns into a special fortune. Assuming the couple does not have a marriage agreement, they are bound in property relations in establishing a limited liability organization, so that the component of legitimacy substance is fulfilled, namely capital conspiracy. Organization cannot be a legitimate element. In the event that the legal status of the Limited Liability Company has not been fulfilled while the creator of the Company has submitted a legal follow-up for the benefit of the Company,

The obligation of marriage made by a husband and wife as a release of property to explain the condition of husband and wife towards their respective assets to be kept as money for capital or 2 (two) capitals; and each capital handles its investors. This explains that the condition of a married couple is 2 (two) legal subjects. In addition, it can also avoid the presence of a single investor who will carry unacceptable risks. Couples who will establish a company who do not have an understanding of marriage can complete marriage arrangements during marriage, as regulated in Article 29 of the Marriage Law in conjunction with Constitutional Court Decision No. 69/PUU-XIII/2015. This means that there is a division of property and each of them is seen as 2 (two) legal subjects, furthermore making the pair valid as the originator of the Limited Liability Company.

Basically, the responsibility for the division of organizational obligations by husband and wife is not prevented by the 2007 PT law. Considering that the couple has separated their property so that they can operate as 2 (two) legal subjects. In the event that as investors, the husband and wife do not separate their assets, the assets used as the basic capital for the establishment of a PT are gono-gini assets (joint assets), thus making husband and wife legally husband and wife subject, and is solely responsible for the commitments and misfortunes brought by the Company and makes the liability of PT unlimited. The Marriage Law has regulated everything in such a way that it is clear that under standard law, the vacancy and position to represent a spouse or wife to conduct a legal demonstration becomes independent (autonomous) separately. each spouse because his legal position is deemed adjusted as referred to in Article 30 to Article 34 is stipulated in Articles and 36 of the Marriage Law, so that the husband/wife does not need to be bothered with half of the assistance, it is different from their origin western customary law (KUHPperdata).

In the beginning of ordinary property, according to Article 35 and Article 36 of the Marriage Law, a spouse and their joint property shall be included as capital in the Conception of ordinary property, according to Article 35 and Article 36 of the Marriage Law, the spouse for his joint property will be included as capital into a limited partnership, they must mutually agree with each other from all or part of the usual assets in their marriage. As for inheritance, it depends on the standards of Article 31 paragraph 2 In the Marriage Law, a spouse or husband and wife can act independently by full capacity and authority. The Marriage Act also regulates relationships that depend on and are governed by legal standards under long-term management the Marriage Law really feels and is legal (as in the Marriage Law certifies and ensures its halal). Before the Marriage Act came about as expected, many people who arranged marriage, heavy laws, standard laws, and western customary laws were passed. As a coordinated source of law, the introduction of western customary law directed by the Civil

Code is considered to provide substantial confidence, so it is not uncommon for couples to make a sincere choice by presenting themselves to these guidelines, given the norms and comfort rules and western customary law was passed. As a coordinated source of law, the introduction of western customary law directed by the Civil Code is considered to provide substantial confidence, so it is not uncommon for couples to make a sincere choice by presenting themselves to these guidelines, given the norms and comfort rules and western customary law was passed. As a coordinated source of law, the introduction of western customary law directed by the Civil Code is considered to provide substantial confidence, so it is not uncommon for couples to make a sincere choice by presenting themselves to these guidelines, given the norms and comfort rules.

For people who are subject to and managed by the Civil Code, at that time, without anyone else, the provisions of Article 119 of the Civil Code, especially the thigh part of the property partnership, shall apply. Assuming that there will be a married couple can make an understanding of marriage, as specified in Article 139 of the Civil Code, although after the passage of the Marriage Law subject to Article 29 the couple to be married it is also possible to finalize the marriage arrangements. Then Article 150 of the Civil Code states that assuming there is no joint property, part of movable property, apart from receipts for advances and state protection and receivables for profit, cannot be shown in any other way than by remembering them for a marriage agreement, or with the definition of marriage legalized by the public accountant and the associations concerned, and added to the first definition of marriage, it must be recorded.

It tends to be perceived that the standard of understanding marriage, which, if appropriate, is to expect the interests of the spouses in the future, is a marriage agreement with full distribution of property or distribution of limited assets, especially certain abundances that can be fully controlled and in this way the spouse or wife can act with authority full, even responsible for any legitimate results. In the sense of marriage, the offers in the form of movable goods are called a kind of (protection), without really any combination of assets or restricted mixed assets, the guidelines for Article 159 of the Civil Code that: purchased during the marriage, for the benefit of anyone is also seen as profit, unless indicated in any case”, and Article 165 of the Civil Code which states, “merchandise that changes place to each partner when leading a marriage, must be stated explicitly in the marriage agreement itself, or in a marriage certificate legalized by a public accountant. and an association that guarantees, and is affixed to the first deed of understanding of marriage, which will be declared whether it is profit or loss required, or vice versa if a combined payment and payment is required as described in Article 155 of the Civil Code. or in a marriage certificate ratified by a public accountant and a guaranteeing association, and affixed to the first deed of understanding marriage, which will be declared whether it is profit or loss required, or vice versa if a combined payment and payment is required as described in Article 155 of the Civil Code. or in a marriage certificate ratified by a public accountant and a guaranteeing association, and affixed to the first deed of understanding marriage, which will be declared whether it is profit or loss required, or vice versa if a combined payment and payment is required as described in Article 155 of the Civil Code.

Legal Consequences of the Transfer of Shares which are Joint Assets without the Consent of the Husband or Wife

The offer has the idea of moving goods according to article 511 of the Civil Code so that in its position share ownership can also be transferred. This is one display that the offer situation as a share transfer cannot really be adjusted without going through clear components and actions. Article 36 paragraph (1) and paragraph (2) also states that share ownership cannot be quickly transferred without going through an element that has been regulated in the

law which implies the exchange of past rights to the article in 3 ways against exchange. freedom, to be more specific by arrangement, because of the law, and through the decisions of the designated authority on the proper law with which it has been compared.

a. Switch by agreement

Article 584 of the Criminal Code states; The property rights to a material property cannot be acquired by any other means but by ownership, by relationship, by inheritance, either by law, or by will, and given that the arrangement or accommodation depends on the general opportunity to transfer property liberty, which is exercised by the individual which is perfect to do selflessly towards the material", while the exchange of freedom of property for an item must be made possible through the agreement and sale of understanding, trade or award. In addition, shareholdings can be obtained through connection, inheritance and change through the arrangement of buying and selling, trading or award.

b. Because of the law

Progress because of the law is the existence of a constrained component by law which without the help of others the responsibility for the rights to shares must occur. For example, the bidder kicking the bucket implies that responsibility for the privilege of the offer must be earned; The exchange of offers through an inheritance framework is carried out as specified in the Civil Code, where the spouse or husband and their biological children act as the main beneficiaries. This indicates that the offerings are mutually exclusive.

c. As a result of the judge's decision which has permanent legal force

The choice of the designated authority that legitimate power actually implies that the responsibilities for the rights to shares are exchanged in light of the fact that there are requirements against the organization or the owner of the offering that are illegal or not working properly. For example, a liquidation option so that all organizational resources including offers must be sold through the barter component in the Auction Treasure Hall.

PT which has been a legal entity since it was ratified by the Minister of Justice and Public Opportunities, however, will be the maker or financial supporter of only one person, then, for the last 6 years. For the most part in the one year from when that happens, the referred financial backer will transfer a portion of his portion to someone else. Then in UUPT No. 40/2007 it is stated that if moving is a proposition (for the current state it is intended to be a closed PT), then, at that time, about later in the articles of the relationship the PT can be managed the plan is :

- a. Requires an offer to the shareholders in the PT first before the PT shares are sold to a third party.
- b. Requires the approval of PT organs, in general the GMS
- c. Requires obtaining approval/permit from the competent authority in advance

The Marriage Act, clearly stipulates that by adopting a standard law, the limits and ability to summon a spouse or wife to lead a real exhibition become independent (independent) of each partner because at a basic level their original position is considered to have changed, as specified in Articles 30 to 34 of the Marriage Law and to ordinary property as specified in Articles 35 and 36 of the Marriage Law. So for couples there is no need to waste time with the help of the closest people, not the beginning of western standard law (KUHP) that applies to Chinese and European family members. This means that at the beginning of the property of husband and wife, according to Articles 35 and 36 of the Marriage Law, the companion or husband and wife, for joint property with him which will be combined as capital into a limited liability partnership will be agreed with each other of all or

part of the common property. in their marriage, while according to the provisions of Article 31 paragraph (2) of the Marriage Law, husband or wife can act independently, with full control and power.

Based on the explanation above, one type of mutual fortune is that it will generally move and determine things and security. In this discussion, we will discuss the distribution of ordinary assets as one of the components of a limited liability association. In view of the discussion above, if it is related to joint assets as a limited liability association, in the case of distribution between several PT, then the property will have a legal impact. Due to the marriage of a husband and wife pair, there is a division of the property of the marriage agreement, then at that time, as a result of the separation, the spouse or husband and wife have not been able to master the obligations of the PT as indicated by the installation standard.. All things considered there are no tangled problems in terms of the division between the married couple for property obligations as a PT, if that happens, the distribution of rights to each other will still be felt as long as it is guaranteed before the marriage occurs. Hoping that there is no marital feeling that separates ordinary property, then, at that time, for obligations in a PT, a husband and wife will get rights according to their respective actions as ordinary assets.

In light of the above story, trading options for sharing without data about a companion or spouse in a limited liability association is a violation of Article 36 paragraph (1) of the Marriage Law which stipulates that a spouse may revert to joint property subject to the consent of both players. In light of these standards, the importance of wedding plans being key in the design of providing true assurance and security from property trading to multiple meetings without data about the couple. Then, at that time, based on the hypothesis of authentic belief, the existence of Article 36 paragraph (1) of the Marriage Law had provided a legal guarantee for the gathering of the two spouses for the condition of joint property. The promotion of standard property, for example through buying and selling, pawning, and securing must be through mutual agreement. The law has also provided protection for married couples, in particular by recording demands for the release of property. It contains an arrangement that the justification behind the division of property is to provide some kind of effort or a way out for the partner to condition the spouse's attention, and to save some of the concordance of the spouse's property. The option to demand distribution of property is only given to the spouse, not from the spouse. Spouses do not need to be concerned with property because the property is a joint property (harmony of plenitude) and according to law is not taken care of by the spouse. It contains an arrangement that the justification behind the division of property is to provide some kind of effort or a way out for the partner to condition the spouse's attention, and to save some of the concordance of the spouse's property. The option to demand distribution of property is only given to the spouse, not from the spouse. Spouses do not need to be concerned with property because the property is a joint property (harmony of plenitude) and according to law is not taken care of by the spouse. It contains an arrangement that the justification behind the division of property is to provide some kind of effort or a way out for the partner to condition the spouse's attention, and to save some of the concordance of the spouse's property. The option to demand distribution of property is only given to the spouse, not from the spouse. Spouses do not need to be concerned with property because the property is a joint property (harmony of plenitude) and according to law is not taken care of by the spouse.

The idea of marriage was then reinforced by the Criminal Code No. 69/PUU-XIII/2015 which states that with family or family, they try to ignore problems of opportunity and obligations as husband and wife, property problems. . Likewise, one of the factors can cause differences in discussions or tensions in a marriage, it can even eliminate understanding

between the couple and the accessories in the family's view. To avoid this, a marriage agreement is made between the couple, before they get married. Further in its decision, the Court stated as follows:

As a responsibility that must be imagined and in the heart, husband and wife must help and complement each other so that each can develop themselves and help achieve material and material development. That the benefits and position of a partner are balanced with the opportunities and position of a partner, both in domestic life and in local relationships, then that is when everything in the family can be offered and picked up together between couples. The course of actions or activities that are assisted through these considerations can be carried out by husband and wife as stated in Article 29 paragraph (1) of Law Number 1 of 1974, around that time or before the marriage occurs.

IV. Conclusion

1. That the juridical status of shares as joint assets in a marriage is not explicitly contained in the existing laws and regulations, but if it is seen in Article 60 paragraph (1) of the Company Law which stipulates that shares are movable objects and gives rights to their owners, then thus if the shares are acquired during the marriage period, the shares are joint property between husband and wife.
2. Whereas the procedure for the transfer of shares in a public company which is a joint property in the HT Law is not strictly regulated at all, but the transfer must be seen in Article 36 paragraph (1) of the Marriage Law which requires the consent of the husband/wife when acting on the joint property.
3. That the transfer of rights to shares without the knowledge of the husband or wife in a limited liability company is a violation of Article 36 paragraph (1) of the Marriage Law which stipulates that husband and wife can act on joint assets on the basis of the consent of both parties.

References

- Adityaswara, T. (2021). Analisis terhadap perseroan terbatas dengan pemegang saham suami isteri tanpa perjanjian kawin dan ketiga anak kandungnya yang masih di bawah umur. Jakarta: Universitas Pelita Harapan.
- Afdal, W., & Purnamasari, W. (2021). Kajian Hukum Non-Competition Clause dalam Perjanjian Kerja Menurut Perspektif Hukum Indonesia. *Jurnal Komunikasi Hukum*, Volume 7, Nomor 2, 830, DOI: <http://dx.doi.org/10.23887/jkh.v7i2.38705>.
- Djuniarti, E. (2016). Hukum Harta Bersama Ditinjau Dari Perspektif Undang - Undang Perkawinan Dan KUH Perdata. *Jurnal Penelitian Hukum*, 1-17.
- Harahap, I. A. (2018). Pelaksanaan Jual Beli Harta Bersama Yang Dilakukan Tanpa Persetujuan Salah Satu Pihak Pasangan Suami Istri Menurut UU No.1 Tahun 1974 Tentang Perkawinan. Medan: Universitas Sumatera Utara.
- Harahap, M. Y. (2011). Hukum Perseroan Terbatas. Jakarta: Sinar Grafika.
- Isfardiyana, S. H. (2014). Tanggung Jawab Organ Perseroan Terbatas Dalam Kasus Kepailitan. *Jurnal Arena Hukum*, Volume 7, Nomor 2, 152.
- Manalu, P. J. (2021). Syarat Mendirikan Perseroan Terbatas Dan Rapat Umum Pemegang Saham (RUPS) Berdasarkan Undang-Undang Nomor 40 Tahun 2007 Tentang Perseroan Terbatas. *LEX PRIVATUM*, Vol 9, No 2, 62.

- Purwanto, A. (2020). Analisis Hukum Atas Pembagian Harta Bersama Dalam Perkawinan Campuran Pada Putusan Mahkamah Agung Nomor 1400 K/Pdt/2017. Medan: Universitas Sumatera Utara.
- Rahmadany. (2021). Tanggung Jawab Sosial Perseroan Terbatas (CSR) Menurut Undang-Undang No. 40 Tahun 2007. *Juripol (Jurnal Institusi Polgan)*, Vol. 4 No. 2, 214.
- Rusli, H. (1996). *Perseroan Terbatas dan Aspek Hukumnya*. Jakarta: Pustaka Sinar Harapan.
- Simanjutak, Y. I. (2017). Analisis Yuridis Terhadap Keabsahan Perjanjian Pendirian Perseroan Terbatas Oleh Suami Istri dan Peralihan Sahamnya Yang Berasal Dari Harta Bersama. Medan: Universitas Sumatera Utara.
- Soeikromo, D. (2013). Pengalihan Hak Milik Atas Benda Melalui Perjanjian Jual Beli Menurut KUH Perdata. *Jurnal Unsrat*, 1-9.
- Sucia, C. M. (2020). Pengalihan Asset Yayasan Berupa Saham Kepada Perseroan Terbatas Dalam Perspektif UU Yayasan Dan UU Perseroan Terbatas. Medan : Universitas Muhammadiyah Sumatera Utara.
- Susanto, Dinantara, M. D., Sutoro, & Iqbal, M. (2019). *Pengantar Hukum Bisnis*. Pamulang: Universitas Pamulang.
- Yahya, M. H. (2011). *Hukum Perseroan*. Jakarta: Sinar Grafika.
- Yani, T. A., & Mansur, T. M. (2020). Mewujudkan Keharmonisan Undang-Undang Perseroan Terbatas dalam Pendirian Perseroan Daerah. *Jurnal Ilmu Hukum*, Vol 22. No 2, 364.
- Yannizar, et al. (2020). Analysis of Good Corporate Governance, Free Cash Flow, Leverage towards Earning Management, and Shareholder Wealth in Service Sector Companies Listed on the Indonesia Stock Exchange. *Budapest International Research and Critics Institute-Journal (BIRCI-Journal)*.P. 2567j-2567v.
- Zanasri, E., Daulay, Z., & Azheri, B. (2019). Implikasi Hukum Perseroan Terbatas Yang Didirikan Oleh Suami Istri Terhadap Harta Bersama Dalam Perkawinan. *Lex Librum*, 918.