

Notary Responsibility in Making the Deed of General Meeting of Shareholders of Limited Liability Companies (Analysis of Verdict Number 86/PDT.G/2017/PN.LBP)

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Abstract

This study discusses the responsibilities of a notary in making the deed of the general meeting of shareholders of a limited liability company based on Court Decision Number 86/PDT.G/2017/PN.LBP. Limited Liability Companies are becoming legal entities that are increasingly recognized in the community along with economic developments. In the case of holding a General Meeting of Shareholders of a company, the position of a notary becomes important, especially in terms of making the Minutes of the GMS. The role of the Notary in making the minutes of the GMS meeting can be seen from the public opinion held in each authentic deed, where the notary has the responsibility for the truth of the contents contained in a deed, for what is seen and witnessed in relation to an event concerning a legal act. Thus, the deed made has a proving value as an authentic deed. From this case it can be seen, as a result of the notary's carelessness in making the deed, it can cause harm to interested parties, and result in the deed itself where the notary deed which is an authentic deed which has perfect evidentiary power, but because of a legal defect it can change the position of the deed itself becomes a private deed.

Keywords

GMS; notary responsibilities;
role of notary



I. Introduction

In point of fact, when performing the obligations of his position, a Notary must take it into account and consideration when preparing a deed to ensure that the deed he prepares is not legally defective. Due to the fact that a notary deed will be accountable to the general public and will not cause harm to others, it is necessary to follow the conditions that have been established. Notaries must not only exercise caution and thoroughness in the performance of their duties, but they must also maintain a professional demeanor and avoid being reprehensible. They must also not disregard the nobleness of dignity and avoid making other mistakes both within and outside the scope of their notary responsibilities.

Commercial activities are currently undergoing significant expansion, which is consistent with the need for notary deeds as a requirement to maintain legal certainty in a variety of economic transactions on a national, regional, and worldwide scale (Guntik & Yustiawan, 2022).

The Republic of Indonesia's 1945 Constitution declares that the Republic of Indonesia as a state of law. The state of law's guiding premise is to provide the certainty, order, and protection of laws that advance truth and justice (Hutabarat et al., 2022). Therefore, certainty, order, and the protection of the law provided a philosophical foundation for the Notary Deed, which was created by or before the Notary in his or her capacity as a public official.

At first, the arrangement regarding notaries is regulated in the Regulation of the Notary Department in Article 1 PJN which contains an understanding of notaries, namely:

"The notary is a general official who is the only authority to make an authentic deed regarding all acts, treaties and provisions required by a general regulation or desired by the interested person to be stated in an authentic deed, guaranteeing the certainty of the date, keeping the deed and from that giving grosse, copies and quotations all of it so far as the making of the deed by a general regulation is not also assigned or excluded to the official or someone else".(Andasmita, 1983)

However, with the enactment of Law No. 30 of 2004 as amended by Law No. 2 of 2014 concerning The Notary Position (hereinafter referred to as UUJN), the Notary Department Regulations (also referred to as PJN) and other regulations governing notaries were revoked and declared no longer valid, so that the understanding of notaries has changed slightly from the old ones or those that have been regulated in the PJN. Definition of Notary according to Article 1 number 1 UUJN, namely "Notary is a general official who is authorized to make authentic deed and has other authority as intended in this law or based on other laws".

"The notary is authorized to make authentic Deed regarding all acts, agreements, and/or determinations required by the laws and regulations and/or that are desired by the interested to be stated in the authentic Deed, to ensure the certainty of the date of making the Deed, saving the Deed, providing grosse, copies and quotations of the Deed, all of which as long as the making of the Deed is not also assigned or excluded to other officials or other persons stipulated by law."

Accordingly, as a public official, the Notary has the authority to create authentic deeds for all acts, treaties, and determinations required by existing regulations, to the degree that the formation of particular authentic deeds is not reserved for other public authorities. Authentic deed executed by or before a Notary is intended not only by the regulations, but rather by interested parties to secure the parties' rights and duties for the sake of certainty, order, and the protection of the law for interested parties as well as society as a whole.

"A Notary Deed is an authentic deed made by or before a Notary according to the form and procedures stipulated in the Law."

"As for what is meant by the authentic deed is as stipulated by Article 1868 of the Civil Code (also referred to as KUHP), which is a deed that in the form specified by law, is made by or in front of public servants who are authorized for it in the place where the deed is made."

Consequently, a deed is considered authentic if it satisfies the following aspects or conditions:

1. The deed is made in the form specified by law;
2. Made by or in front of the authorized official for it in the place where the deed was made.(Yolanda et al., 2020)

The notary's authority to create authentic deeds must be relied on the defendants' request. The notary shall listen to the parties' statements or assertions without taking sides, and then include the information or assertion into the notary deed in accordance with the

parties' wishes. Additionally, after the parties have read and accepted the deed, the parties sign it before a notary, and the deed must comply with Article 38 UUJN.

There are two categories of notary deeds: those made before the notary, known as the *partij* deed or party deed (*partijakten*), and those made by the notary, known as the deed of willing or deed of official (*ambtelijkeakten*), such as the deed of lottery event and the deed of news of the general meeting of shareholders of the company (Alwesius, 2019).

In addition to the legal subjects of individuals who need a notary deed as authentic evidence in ensuring legal certainty, notary deed is also required by the Limited Liability Company as an artificial *legal entity* in carrying out legal acts (Prasetyo, 2022). "The Limited Liability Company (also referred to as PT) is one of the legal entities in Indonesia whose arrangements are contained in Law No. 40 of 2007 concerning Limited Liability Companies (hereinafter referred to as UUPT) with the aim of providing a strong legal basis for the business activities of a legal entity." (Pramono, 2006)

"A Limited Liability Company is a partnership in the form of a legal entity, where this legal entity is called a "company". The term "company" in a limited liability company, refers to the way of determination of capital in the legal entity, consisting of *sero-sero* or shares, while the term "limited" refers to the limit of responsibility of the companies or shareholders, which is only limited to the amount of face value of all shares owned." (Kansil, 1996)

Unlike individual companies, although the Limited Liability Company is an independent artificial legal subject, does not have the completeness of itself to be able to do its own legal actions, so the Limited Liability Company must be supported by organs that can support the functioning of legal entities. The organs of the Limited Liability Company consist of the General Meeting of Shareholders, Board of Directors and Board of Commissioners. Organ Limited Liability Company in the form of General Meeting of Shareholders is an Organ of the Company that has authority that is not given to the Board of Directors or Board of Commissioners within the limits specified in the Articles of Association and/or Law No. 40 of 2007 concerning Limited Liability Companies. According to Ridwan Khairandy "The GMS is not the highest organ, but the GMS has exclusive authority that is not owned by the other two organs, namely the directors and commissioners" (Rizkianti, 2017).

The higher the company's leverage, the company tends to generate less cash, this is likely to affect the occurrence of earnings 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)

When a company holds its General Meeting of Shareholders, the function of notary becomes critical, specifically in terms of making news of the Minutes of the GMS. The Notary's role in preparing the minutes of the GMS meeting is evident from the general opinion adopted on each authentic deed, where the notary is accountable for the truth of the contents of a deed, as well as for what is seen and witnessed in connection with an event involving legal acts. As a consequence, the executed deed has evidence value as an authentic deed.

The power of the minutes of the GMS has juridical power, while the decision of the GMS is expressed by a notary in the form of a deed, both in the form of a *relaas* deed and in the form of a *partij* deed.

"In the event that the Notary is present at the time of the GMS, the deed made by the notary is in the form of *arelaas* deed called the News of the General Meeting of Shareholders (GMS) and if only the meeting decision is submitted to the Notary to be poured into one deed, then the deed is classified into *apartij* deed which is named the Statement of Decision of the General Meeting of Shareholders. Both forms of deed containing the minutes of the GMS meeting contain the value of proof, to the extent that procedures and requirements meet the provisions of the legislation." (Mustakim, 2016)

The Deed of News of the General Meeting of Shareholders (GMS) is included in the deed of *relaas* where in the deed the Notary explains / gives in his position as a general official the testimony of all what he saw, witnessed and experienced by the *lain*. So that the deed of *relaas* can have the power as an authentic deed.

Although the profession of notary is protected by law, this does not imply that notaries are exempt from the requirements of the law. A notary might also make mistakes in his deed that can result in faults in the deed that has been signed and witnessed. Even though notaries have been trained in legal knowledge, they can make mistakes in their work, whether they are notary faults or mistakes caused by the parties involved in the deed he is preparing. For this reason, when performing the obligations of his position, the notary must be extremely cautious and meticulous in the creation of the deed in order for it to be free of legal defects. This is due to the fact that the process of creating the Notary deed will be transparent to the general public and will not create any harm to others. Notaries must not only exercise caution and thoroughness in the performance of their duties, but they must also maintain a professional and irreproachable demeanor, not disrespect the nobleness of dignity, and refrain from making any other mistakes both within and outside the scope of their notary responsibilities.

In practice, a notary deed is found to be legally flawed. This is as in Court Decision No. 86/Pdt.G/2017/PN. Lbp. The case began with the granting of power of attorney No. 56 dated December 16, 2011 by plaintiff as the holder of 350 shares in PT. Samudra Sawit Nabati to the defendant to give 350 votes in the General Meeting of Shareholders. Then the Plaintiff made and granted the revocation of the power of attorney on February 13, 2015 to Defendant I, Defendant II and to Defendant III as Director of PT. Benua Lawas Lestari. Thus, the power of attorney can no longer be used. However, on January 20, 2016 without the Plaintiff's knowledge, Defendant I held an Extraordinary General Meeting of Shareholders attended by Defendant II in his position as a shareholder and Defendant III before the Defendant as Stated in Notary Deed No. 14 dated January 20, 2016, on which the basis of Defendant II present on behalf of plaintiff at the implementation of the Extraordinary General Meeting of Shareholders was based on Power of Attorney No. 56 dated 16. December 2011. In the Extraordinary General Meeting of Shareholders dated January 20, 2016, Defendant II using Power of Attorney No. 56 dated December 16, 2011 has granted all of Plaintiff's shares to Defendant II, which is certainly without plaintiff's knowledge. After the Extraordinary General Meeting of Shareholders dated January 20, 2016, Defendant II in front of the Defendant also made a Share Grant Deed as stated in Act No. 15 dated January 20, 2016.

As can be seen from this case, a notary's carelessness in preparing the deed can cause harm to interested parties and result in the deed itself becoming a private deed due to a

legal defect. The notary deed is an authentic document with perfect evidentiary power, but due to a legal defect, the deed itself becomes a private deed. Thus, this thesis research will discuss Notary Responsibility in Making Deed of General Meeting of Shareholders of Limited Liability Companies (Analysis of Decision Number 86/Pdt.G/2017/PN. Lbp). As for the issue that will be discussed in this study, namely:

1. What is the form of notary responsibility and the role of the notary in the general meeting of shareholders of the Limited Liability Company (also referred to as LLC)?
2. How is notary accountability and legal protection of notaries if there is a deed of minutes of GMS of LLC that is legally flawed?

II. Research Method

The research used in this study is a normative type of juridical research which used statutory approach, analytical approach, as well as case approach. The statutory approach is carried out to research the rules relating to the issue of notary authentic deed. Meanwhile, an analytical approach is used to test the legal provisions regarding the role and responsibility of notaries in making the deed of GMS of Company. As for the case approach of the court decision case is carried out to study the application of norms used by the panel of judges in deciding a case related to the deed of minutes of the Company GMS which is legally flawed (Johnny, 2006).

III. Result and Discussion

3.1 General Meeting of Shareholders

The general meeting of shareholders is the organ through which shareholders' interests are embodied. However, in order to prevent shareholders from becoming the person in charge of the company's obligations, the company's management and supervisory organs, namely the board of directors and the board of commissioners, exist (Yuhassarie, 2006). The general meeting of shareholders' relationship with the organs of the board of directors and the organs of the board of commissioners is not tiered (*untergeordnet*), but rather comparable (*neben*) with both organs. Shareholders play a critical part in the Limited Liability Company since the authorized capital of the limited liability company is comprised of the shares owned by the shareholder. The Limited Liability Company's shareholders are accountable for the shares they own as a result of their requirement to make a deposit into the Limited Liability Company. The limited liability company's stockholders are not individually liable for the limited liability company's losses in excess of the shares held (Kuswiratmo, 2016).

Ownership of shares as a movable object confers material rights on their holders. Shareholders as legal entities can utilize these rights to protect themselves against other legal entities that assert their rights against all those who seek to exercise their rights. The Limited Liability Company Law regulates a shareholder's fundamental rights, including the right to attend and vote at the General Meeting of Shareholders, the right to receive dividends on the shares it owns, and the rights conferred by the UUPT (Parlina & Budianto, 2022). Meanwhile, other rights include those relating to the General Meeting of Shareholders, the right to obtain all information from the board of directors and the board of commissioners as long as it is not contrary to the Limited Liability Company's interests, and the right to investigate and obtain a copy of the minutes of the annual general meeting of shareholders and the annual report (Kuswiratmo, 2016).

Shareholders have the right to call a general meeting of shareholders. The general meeting of shareholders is an organ of a limited liability company that serves as a forum for shareholders to be authorized to exercise and realize their rights. It is an organ of the company that possesses exclusive authority not delegated to the Board of Directors or the Board of Commissioners within the limits specified by the law and articles of association.

The practice of notaries found notary deed to be legally flawed. This is as in Court Decision No. 86/Pdt.G/2017/PN. Lbp. The case began with the granting of power of attorney No. 56 dated December 16, 2011 by the Plaintiff as the holder of 350 shares in PT. Samudra SawitNabati to the defendant to give 350 votes in the General Meeting of Shareholders. Then the Plaintiff made and granted the revocation of the power of attorney on February 13, 2015 to Defendant I, Defendant II and to Defendant III as Director of PT. BenuaLawas Lestari. Thus, the power of attorney can no longer be used. However, on January 20, 2016 without the Plaintiff's knowledge, Defendant I held an Extraordinary General Meeting of Shareholders attended by Defendant II in his position as a shareholder and Defendant III before the Defendant as Stated in Notary Deed No. 14 dated January 20, 2016, on which the basis of Defendant II present on behalf of plaintiff at the implementation of the Extraordinary General Meeting of Shareholders was based on Power of Attorney No. 56 dated 16. December 2011. In the Extraordinary General Meeting of Shareholders dated January 20, 2016, Defendant II using Power of Attorney No. 56 dated December 16, 2011 has granted all of Plaintiff's shares to Defendant II, which is certainly without plaintiff's knowledge. After the Extraordinary General Meeting of Shareholders dated January 20, 2016, Defendant II in front of the Defendant also made a Share Grant Deed as stated in Deed No. 15 dated January 20, 2016.

In the responds of Defendants I, II, III, the defendants categorically refuted the entire plaintiff's proposition for the whole, except those expressly recognized that it is true that plaintiff has given Power of Attorney No. 56 dated December 16, 2011 to Defendant II, namely MsMinah Sarsi to manage 350 (three hundred and fifty) votes in the General Meeting of Shareholders or Extraordinary General Meeting of Shareholders to Defendant I. That it is true that on February 13, 2015 plaintiff has also been able to manage 350 (three hundred and fifty) votes in the General Meeting of Shareholders or Extraordinary General Meeting of Shareholders to Defendant I. That it is true that on February 13, 2015, the Plaintiff has also been able to manage 350 (three hundred and fifty) votes in the General Meeting of Shareholders or extraordinary General Meeting of Shareholders to Defendant I. send a Letter of Revocation of Power or Power of Attorney Number 56 dated December 16, 2011 to Defendant II and the Letter has been correctly penetrated to Defendant I and Defendant II. On January 20, 2016 Defendant I held an Extraordinary General Meeting of Shareholders attended by Defendant II and Defendant III, where Defendant II used Power of Attorney No. 56 dated December 16, 2011 to represent Plaintiff as a shareholder of 350 (three hundred and fifty) shares of PT. SamuderaSawitNabati, which results from the General Meeting of Shareholders is stated in Deed No. 14 and Deed No. 15 dated January 20, 2016, respectively and before the Defendant.

As for the answer from the Defendant in this case is notary, that the Defendant never knew that the Plaintiff on February 13, 2015, had sent a Letter of Revocation of Power of Attorney numbered 56 dated December 16, 2011 to Defendant II, and penetrated to Defendant I and Defendant III. The defendant also admitted that it is true that the Plaintiff has given Power of Attorney No. 56 dated December 16, 2011 to Defendant II to manage 350 (three hundred and fifty) votes in the General Meeting of Shareholders or General Meeting of Shareholders, which Defendant also learned of when the Extraordinary General Meeting of Shareholders dated January 20, 2016, held, when Defendant II showed the

Power of Attorney to the Defendant. That it is true that on January 20, 2016 Defendant I held an Extraordinary General Meeting of Shareholders attended by Defendant II and Defendant III, where Defendant II used Power of Attorney No. 56 dated December 16, 2011 to represent plaintiff as a shareholder of 350 (three hundred and fifty) shares in PT. SamuderaSawitNabati, which is the result of the General Meeting of Shareholders is stated in Deed No. 14 and Deed No. 15, each dated January 20, 2016 before the Defendant.

Based on the case, the judge granted the plaintiff's lawsuit for Some, including:

1. Stating that the Plaintiff is the legal owner of 350 shares in accordance with Deed No. 36 December 16, 2011;
2. Declaring that the Letter of Revocation of Power of Attorney dated February 13, 2015 is valid and binding on Power of Attorney Number 56 dated December 16, 2011 made up before Notary Lili Suryati, SH;
3. Stating that Defendant I, Defendant II, and Defendant III committed Unlawful Acts;
4. Declaring legal defects and not legal force Of Attorney No. 56 dated December 16, 2011 made before Notary Lili Suryati, SH;
5. Declaring void and not legally valid Deed No. 14 dated January 20, 2016 concerning "News of Meeting Events" and Notary Deed No. 15 dated January 20, 2016 concerning "Stock Grants" made before The Defendants.

As can be seen from this case, a notary's carelessness in preparing the deed can cause harm to interested parties and result in the deed itself becoming a private deed due to a legal defect. The notary deed is an authentic document with perfect evidentiary power, but due to a legal defect, the deed itself becomes a private deed.

3.2 Notary Responsibility at the General Meeting of Shareholders

While serving as a general official at a shareholder general meeting, the notary is responsible for preparing an authentic deed / notary deed of the general meeting to be acknowledged by all members of the company. Authentic deeds have the value of external, formal, and material evidentiary power, in addition to their intrinsic value. As a consequence, it is the notary's responsibility to ensure the following three evidentiary values:

- a. The external evidentiary value of the general meeting of shareholders

For an authentic deed to have the ability to prove its validity as an external notarial deed, it must follow the norms of law that have been established for authentic deed terms and be presented in a way that looks like an outward notarial deed. Because of this, the notary is in charge of ensuring that the resolution of the general meeting of shareholders complies with the rules of law no. 2 of 2014 on the Notary Department's authentic deed requirements.

- b. The value of proof of the formality of the deed of the general meeting of shareholders

In order for an authentic deed to be able to demonstrate its validity as an exterior notarial deed, it must adhere to the legal standards that have been set for authentic deed terms and be presented in a manner that is similar to that of an outward notarial deed, among other things. As a result, the notary is responsible for ensuring that the resolution of the general meeting of shareholders conforms with the provisions of Law No. 2 of 2014 on the conditions for authentic deeds issued by the Notary Department.

- c. Material proof value of the deed of the general meeting of shareholders

The notary is responsible for the deed's contents, which include the information or statements contained in the official deed (deed of event news) or the info provided to the notary by the parties (deed party) and then poured/contained in the deed. The notary is

accountable for the contents of the deed prepared in accordance with the information or statement made at the shareholders' general meeting.

If one of the three factors of authentic creation has lost its evidentiary value, it is reasonable to conclude that the deed is not an authentic deed. In addition to witnessing the signing of an authentic deed of the general meeting of shareholders, the notary is responsible for registering the general meeting of shareholders with changes to the articles of association with the Minister of Law and Human Rights through the Administrative System of Legal Entities (also referred to as SABH) for approval by the Minister of Law and Human Rights. Article 1 of the Regulation of the Minister of Law and Human Rights Number 4 of 2004, namely, having obtained the status of a legal entity or Liquidator of dissolved company/custodian of bankruptcy company that authorizes notaries to apply through the administrative system of legal entities (SABH), is the basis for this application.

There are two sorts of general meeting of shareholders deeds: the deed of news of how the general meeting of shareholders operates and the general meeting of shareholders declaration of decision. Both forms of deeds include distinctions in the extent to which the notary is liable for the deed's legitimacy, including the following:

1. **Accountability of the Deed of News of the General Meeting of Shareholders.** The Deed of News of the General Meeting of Shareholders is a notarial declaration ordered by shareholders that is incorporated into the deed. As a direct consequence, the notary is accountable for the accuracy of all information provided by the notary. If there is a future loss of proof of the deed's legitimacy as a result of notary declarations. The notary is personally liable for any errors he makes. And even if it is established that the notary committed an act outside his power or committed an act against the law by providing false information that resulted in the falsification of the deed, he can be prosecuted under Articles 263 and 264 of the Criminal Code.
2. **Accountability Deed of Statement of Decision of the General Meeting of Shareholders.** Deed of Statement of Decision of the General Meeting of Shareholders is a deed containing the statement of the minutes of the private meeting and the parties present before the notary poured into the deed. So that the notary is only responsible for conformity with the minutes of the private meeting and the ability of the parties present before the notary. The issue of the correctness of the minutes of the private meeting is not the responsibility of the notary.

3.3 Notaries Role in the Implementation of the General Meeting of Shareholders (GMS)

Attendance by a notary at the General Meeting of Shareholders, which is permitted by Article 90, since notary deeds can be used to record information about shareholder meetings. Having a notary present at the General Meeting of Shareholders helps make a document of news of the General Meeting of Shareholders. The notary took notes on the proceedings of the General Meeting of Shareholders, and those in attendance asked the notary to record the meeting conclusions.

Notaries who prepare deeds must be able to identify participants in the General Meeting of Shareholders in order to ensure the certainty of the parties to the deed. The board of commissioners and shareholders are subject to change under the Limited Liability Company Law. As a matter of fact, notaries play a critical role in verifying the attendance of shareholders at general meetings. Notaries, according to RudhiPrasteya, can verify the makeup of a company's management and shareholders by submitting a formal request to the Minister of Law and Human Rights. In real sense, any changes to the shareholder and management composition must be registered in the Administrative System of Legal

Entities pursuant to Article 27 of the Minister of Law and Human Rights' Regulation No. 4 of 2014.

After ascertaining the shareholders' and company's composition, the notary will assist the shareholder in establishing his identification. In practice, the parties' identities are verified by identification cards. The resident card comprises the resident's name, age, date of birth, address, and occupation. It can be determined by the name on the notary's identity card and the composition of shareholders and management specified in the list of administrative systems for legal companies. The notary is then convinced that the appearer is the person whose identification is mentioned on the identity card by the photo of the face and age on the notary's identity card. The age indicated on the identity card serves as a notary guide for determining the power to act.

According to Article 85 paragraph (1) of the Limited Liability Company Law No. 40 of 2007, shareholders' participation and voting rights may be granted by a power of attorney. Likewise, pursuant to Article 85 paragraph (3), it is unlawful to grant power of attorney to more than one individual. Moreover, due to Article 85 paragraph (4), the board of directors may be granted powers of attorney, while only the power of presence is simple majority vote. As a consequence, the notary's role in recognizing a completely valid power of attorney in the presence of the General Meeting of Shareholders is defined.

Notaries must not violate statutory provisions in carrying out their duties in preparing the deed of the General Meeting of Shareholders. Taking approval of the General Meeting of Shareholders in accordance with the Limited Liability Company Law requires a quorum and the calculation of a valid vote. This can be accomplished through an agreement specified in the Limited Liability Company Law, specifically Article 75, Article 86, Article 88, and Article 89. The notary uses this information to determine quorums or the presence of voting rights at the General Meeting of Shareholders and further calculates the voting provisions required for the approval or decision-making process. Violation of the Limited Liability Company Act's consent requirement considers a notary deed null and void.

IV. Conclusion

On the basis of the discussion outlined above and the formulation of the problem described in this study, it can be determined that the Notary's negligence during the Panel of Judges' deliberation of the High Court Decision Number 86/Pdt.G/2017/PN Lbp. It is discovered in the practice of drafting a Notary Deed that is legally flawed, which is where the case begins with the Plaintiff's grant of power of attorney No. 56 dated December 16, 2011 to the defendant to vote 350 shares in PT. Samudra SawitNabati at the General Meeting of Shareholders. The Plaintiff then executed and delivered a revocation of the power of attorney to Defendant I, Defendant II, and Defendant III as Director of PT. BenuaLawas Lestari on February 13, 2015. Defendants I, II, and III turned down all of the plaintiff's arguments in their entirety, except for those that expressly acknowledged that the Plaintiff had granted Defendant II, namely MsMinah Sarsi, Power of Attorney Number 56 dated December 16, 2011 to manage 350 (three hundred and fifty) votes at the General Meeting of Shareholders or Extraordinary General Meeting of Shareholders to Defendant I. That it is true that the Plaintiff additionally issued Defendant II a Letter of Revocation of Power of Attorney or Power of Attorney Number 56 dated December 16, 2011 on February 13, 2015. The Co-Defendant in this matter, who is a Notary, responded that she was unaware that the Plaintiff had sent the Revocation of Power of Attorney numbered 56 dated December 16, 2011 to Defendant II on February 13, 2015, with copies to Defendant I and Defendant III.

Furthermore, the notary's responsibility under the Court's Decision is for the presence of a deed that is deemed legally defective, resulting in losses for interested parties. As a consequence, while this notarial deed is a legitimate document with perfect proof of evidence, it may become a private deed due to a legal defect. In this scenario, the notary takes further care to ensure that the deed is free of legal defects. Notaries may be found morally liable under the Notary Code of Ethics, administratively liable under the Notary Position Act and its revisions, or civilly liable under the Civil Code.

Following Article 6 number 2 of the Notary Code of Ethics, the consequences of the sanctions is proportional to the number and nature of the violations committed by the violating Notary members. Afterward, administrative accountability is regulated in Article 85 of the Notary Position Act for violating the provisions of Article 16 paragraph (1) letter an of the Law on Amendments to the Notary Position Act, which states that a Notary must act in a trustworthy, honest, and thorough manner, be independent, impartial, and protect the interests of the parties involved in legal proceedings, specifically in terms of thoroughness. Consequently, consequences may include verbal warnings, written warnings, temporary dismissal, respectful dismissal to allow the employee to repeat the behavior, and may also involve a request for a judicial decision or dishonorable dismissal. Nevertheless, in the event of civil responsibility for committing a legal act, a Notary may be sought for compensation, which may take the form of financial reimbursement, restoration to its original state, or a declaration that the act was unlawful.

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