



Notary's Criminal Liability in Forging a Deed of Meeting Resolutions

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Abstract

A Notary Deed containing a criminal act of falsifying a letter can make the Notary a party who participates in committing a crime so as to give birth to criminal liability for the Notary. The purpose of this study is to analyze the criminal liability of the Notary in the decision is correct or not. The method used is normative legal research with deductive logic analysis techniques and interpretations. The approaches used in this paper are the statute approach and the case approach through the study of court decisions. The results showed that the Notary made a deed used as a condition for changes in the composition of shareholders and management of a Limited Liability Company. Criminal liability against a Notary should be based on the facts of the trial, the actions of a Notary that are legally and convincingly proven are that the Notary participates in committing the crime of forging letters against authentic deeds.

Keywords: *Accountability; Notary Public; Criminal Act*

Introduction

One of the ways in which the community fulfills their needs in the economic sector is to enter into an agreement between one person and another to establish a business. Limited Liability Company (hereinafter referred to as PT) is a type of business that is widely established by the community. According to Article 1 paragraph (1) of Law Number 40 of 2007 concerning Limited Liability Companies, as amended by Law Number 11 of 2020 concerning Job Creation (hereinafter referred to as the Limited Liability Company Law), it is explained that "Limited Companies are legal entities which are capital partnerships, established based on an agreement, conducts business activities, with authorized capital which is entirely divided into shares or individual legal entities that meet the criteria for Micro and Small Businesses as stipulated in the laws and regulations concerning Micro and Small Enterprises". Notaries have a significant role in relation to PT. PT as a legal entity will carry out business activities that are not static in carrying out their business activities and will definitely experience changes that occur within the Company. Changes to the articles of association of PT are required to be made in the form of an authentic deed, this is where the shareholders will still need the services of a Notary.¹

Amendments to the articles of association of PT require the approval of the General Meeting of Shareholders (hereinafter referred to as GMS). At the time the GMS is held, minutes of the meeting must

¹ Azizah, *Hukum Perseroan Terbatas* (Malang: Setara Press, 2016), p.17.

be made. If the minutes of the meeting are not made, the GMS is considered to have never been held in accordance with the provisions of Article 90 of the Law on PT.² Minutes or minutes of the GMS can be made privately provided that the chairman of the meeting and at least one shareholder appointed by and from the participants of the GMS must sign it (Article 90 paragraph (1) of the PT Law). Especially for the GMS related to changes to the articles of association of PT, the minutes of the GMS under the hands must be stated in the Notary Deed a maximum of 30 days from the date of the minutes of the GMS (Article 21 paragraph (4) in conjunction with paragraph (5) of the PT Law) or the GMS can be made directly Deed of Minutes of Meeting by a Notary as the minutes of the GMS. Minutes of the GMS under the hand are stated in a Notary Deed called the Deed of Statement of Meeting Resolutions. Especially for changes to the articles of association in the form of changes in members of the Board of Directors or Board of Commissioners, the Deed of Statement of Meeting Resolutions or the Deed of Minutes of Meeting regarding it must be notified to the Minister of Law and Human Rights (Article 94 paragraph (7) in conjunction with Article 111 paragraph (7) of the Company Law).

Along with the growing economy and the emergence of PT in Indonesia, resulting in an increase in unlawful acts aimed at achieving the personal desires of the parties themselves so that interests in the economy can increase the number of crimes that occur.³ This is due to the large role of the Notary in the activities carried out by the PT, if there is a violation of the law, the Notary can be involved. The occurrence of crimes related to PT is a crime related to PT activities or agreements that require an authentic deed. A deed can be null and void if at the time the deed was made an error was made, if this is proven, the result is that the deed is considered inauthentic.⁴

Many Notaries are affected by problems related to the making of the deed. Due to the negligence of the Notary in making the deed, causing the deed to be degraded into a private deed or null and void by a court decision because the deed contains legal defects.⁵ In practice, if the parties or third parties dispute the Notary Deed, the Notary can be a party to participate in committing or assisting in violating the law.⁶

Previous relevant research was carried out by Putu Vera Purnama Diana, I Ketut Mertha, and I Gede Artha who studied the responsibility of a Notary in making a deed based on the forgery of a letter by the parties. The similarity of this research study with this research both examines the responsibility of a notary in making a deed based on letter falsification. However, the difference between this research study and this research is that the act of forging letters in this study was carried out by the parties who appeared before the Notary so that the Notary did not know of the forgery of the letters used in making the deed. While in this study, the act of forging letters was carried out by the Notary together with the parties who appeared before the Notary so that the Notary knew of the forgery of the letter used for making the deed. The legal responsibility of a Notary as a public official in this discussion includes the responsibility of the Notary's position itself related to the authentic deed he made. This is because an authentic deed that has legal problems has a large negative legal impact, not only on the parties but also on the Notary as the official who made the deed.

Several things that should be taken into consideration by the judge as the reason for imposing a crime as a form of criminal liability of a notary, namely the judge must apply the law correctly and be neutral. In order to provide justice, the judge must first trace the truth of the incident and then link it to the existing law. There are three things that guide the judge in imposing a crime, namely the juridical

² M. Yahya Harahap, *Hukum Perseroan Terbatas* (Jakarta: Sinar Grafika, 2015), p. 340.

³ Masfiatun, "Pengaruh Faktor Ekonomi Terhadap Jumlah Kejahatan (Crime Total) Di Indonesia (2015-2017)", *Jurnal Keamanan Nasional*, Volume 5, Nomor 2, 2019, p. 96.

⁴ Tan Thong Kie, *Studi Notariat (Serba-Serbi Praktek Notaris)* (, Jakarta: PT Ichtiar Baru Van Hoeve, 2000), p. 149.

⁵ Annisa Lubis, "Analisis Yuridis Kesalahan Materiil Akta Notaris dan Akibat Hukumnya (Studi Putusan Pengadilan Negeri Medan No. 625/PDT.G/2013/PN.MDN)", *Premise Law Journal*, Volume 19, Nomor 3, 2016, p. 2.

⁶ Habib Adjie, *Hukum Notariat di Indonesia Tafsiran Tematik Terhadap UU No. 30 Tahun 2004 tentang Jabatan Notaris* (Jakarta: Refika Aditama, 2004), p. 24.

element; philosophical elements related to truth and justice; and sociological elements, namely cultural values that live in society.⁷

Based on the case study of the Supreme Court of the Republic of Indonesia Number 534 K/PID/2020, Notary HT was determined to be the one who committed the crime of forging letters. The main question is whether the criminal responsibility against the Notary in the decision is correct?

Method

This research is a normative legal research. The nature of the research is prescriptive and applied. The analysis technique uses deductive logic and interpretation. The approach used is a statutory approach and a case approach through the study of court decisions.

Discussion

A notary can be punished if in court it is proven that he intentionally or unintentionally together with the parties made a deed which intends to bring benefits to one party but causes harm to the other party. If the Notary is proven, the Notary must be legally responsible.⁸ In UUJN there is no provision for criminal sanctions for Notaries so that if a Notary commits a criminal offense, the Notary can be convicted based on the provisions in the Criminal Code (hereinafter referred to as the Criminal Code) (Article 63 paragraph (2) of the Criminal Code), provided that there are limits to criminalizing a Notary. that is:

1. There is a Notary legal action on the physical, formal, and material aspects of the deed intentionally, consciously, and consciously and planned that the words that will be made before or by the Notary together (agreement) with the parties as the basis for the crime,
2. There is a legal action of a Notary in making a deed before or by a Notary that is not in accordance with the UUJN,
3. The actions of the Notary Public are not in accordance with the assessment of the Notary Supervisory Board as the agency authorized to assess the actions of the Notary Public.⁹

The basis for examining a cassation case according to Article 253 paragraph (2) of the Criminal Procedure Code (hereinafter referred to as the Criminal Procedure Code) is sourced from case files, namely the minutes of examinations from investigators, minutes of court hearings, all letters at the trial related to the case, decisions court of first instance, and/or decision at the appeals level. The examination of this cassation is to find out if there are errors in the application of the law in the decisions of the first instance and/or the decisions of the appeals level. In the Gianyar District Court Decision Number 149/Pid.B/2019/PN.Gin as a first-degree decision, the Panel of Judges considered that Notary HT in this case was qualified as participating in the forgery of letters. The object of the forged letter is the minutes of the EGMS of PT. BRM dated December 21, 2015 which was stated in the Deed of PKRUPSLB PT.BRM Number 103 dated December 23, 2015 which was made before Notary HT. Minutes of the EGMS of PT. BRM is a fake report because the EGMS of PT. BRM was never held and the signatures in the minutes on behalf of HR and DH were fake signatures. Therefore, the Notary HT as the maker of the deed is

⁷ Agus Priono, Widodo T. Novianto, dan I Gusti Ayu Ketut Rachmi Handayani, "Penerapan Teori Penafsiran Hukum Oleh Hakim Sebagai Upaya Perlindungan Hukum Terhadap Notaris (Studi Atas Putusan Hakim Terhadap Tindak Pidana Pemalsuan Akta Otentik)", *Jurnal Pasca Sarjana Hukum UNS*, Volume 5, Nomor 2, 2017, p. 123-124.

⁸ Sjaifurrachman dan Habib Adjie, *Aspek Pertanggungjawaban Notaris dalam Pembuatan Akta* (Bandung: Mandar Maju, 2011), p. 207-208.

⁹ *Ibid.*, p. 210.

considered to be responsible for the incident and is designated as a party that participates in committing the crime of forging letters. From this case, the actions of the Notary HT have fulfilled the elements of Article 263 paragraph (1) of the Criminal Code jo. Article 55 paragraph (1) 1 of the Criminal Code so that it is determined as a party that participates in committing the crime of forging letters. Participation in criminal acts is one form of participation in criminal acts (*deelneming*). The inclusion of a crime is when the person involved in the occurrence of a criminal act or crime is not only one person, but more than one person.¹⁰

Criminal liability for the perpetrators of criminal acts is divided into two types, namely, those who are fully responsible and those who are partially responsible. Full responsibility, namely those who are classified as *fathers as independent persons in charge*; *mededader as joint responsibility*; *medeplegen as the person in charge as well*; *doen plegen as the person in charge of the messenger*; and *uitlokken as the person in charge of the persuader or planner*. Meanwhile, the partly responsible persons are those who are classified as *poger as the person in charge of the attempted criminal act* and the *medeplichtig as the person in charge of providing assistance in committing the crime*.¹¹

In the criminal act of inclusion (*deelneming*), two different views emerge among experts regarding this inclusion crime. On the one hand, experts say that the crime of inclusion is a completed and independent crime. This view emphasizes that inclusion is the basis for expanding the criminality of the act. Meanwhile, another view states that the criminal act of inclusion is different as a basis for expanding a person's conviction. This view emphasizes that the crime of participation is not to broaden the formulation of a crime, but to expand a person's ability to be punished because the crime of participation is a crime that is not perfect in shape (*onvolkomen delictsvorm*).¹²

The form of *zelfstandige deelneming* responsibility is addressed to each participant, in other words, he is valued individually, both as *doenplegen* (ordering to commit a crime) or as *medeplegen* (committing a criminal act). Meanwhile, in the form of *onzelfstandige deelneming* or also often known by another term "*accessoir deelneming*", the responsibility is aimed at starting from one participant depending on the actions of the other participant, whether he is *uitlokken* (moving other people to commit criminal acts) and *medeplichtigheid* (help commit a crime). In this regard, the Criminal Code does not provide a distinction between *zelfstandige deelneming* and *onzelfstandige deelneming*.¹³

There are three characteristics in participating in committing a crime that distinguishes it from other forms of participation crime. First, 2 or more people are involved in committing a crime. Second, the occurrence of a crime involves all of them with physical cooperation (helping each other). Third, the occurrence of cooperation has been mutually agreed upon beforehand and not by chance.¹⁴

Based on the facts of the trial, the Panel of Judges gave legal considerations that Notary HT ordered his employee named IPAMP to make a document on the minutes of the EGMS PT. Fake BRM. Then, Notary HT ordered IPAMP to give a date on the minutes of the EGMS PT. BRM is on December 21, 2015 and the place for the meeting is at the company's office, Tanggayuda Kedewatan Village, Ubud District, Gianyar Regency, Bali Province as evidence as if the meeting had actually been held. Based on the testimony from IPAMP, Notary HT also ordered IPAMP to type the Deed of Statement of Decision of the Extraordinary General Meeting of Shareholders of PT. BRM (hereinafter referred to as the Deed of PKRUPSLB PT. BRM) Number 103 dated December 23, 2015 which was based on the minutes of the

¹⁰ Aruan Sakidjo dan Bambang Poernomo, *Hukum Pidana: Dasar Aturan Umum Hukum Pidana Kodifikasi* (Jakarta: Ghalia Indonesia, p. 142

¹¹ Tommy J. Bassang, "Pertanggungjawaban Pelaku Tindak Pidana *Deelneming*", *Jurnal Lex Crimen*, Volume 4, Nomor 5, 2015, p. 126-127.

¹² Faisal dan Muhammad Rustamaji, *Hukum Pidana Umum* (Yogyakarta: Thafa Media, 2020), p. 25

¹³ *Ibid.*, p. 31

¹⁴ Mahrus Ali, *Dasar-Dasar Hukum Pidana* (Jakarta: Sinar Grafika, 2011), p. 127.

EGMS of PT. BRM. Notaries HT and IPAMP both know that the minutes of the EGMS PT. BRM is fake. In fact, apart from the calendar of the minutes of the EGMS PT. BRM, the Panel of Judges should have considered the signing. The signature on behalf of HR has been denied that the signature is fake. According to the testimony from HR that on December 21, 2015 he never attended the EGMS because he was in Jakarta at the HPH Lawyer's Office so it was impossible at that time to put his signature on the minutes of the EGMS PT. BRM. Apart from HR, DH also denied his signature on the minutes of the EGMS PT. BRM. DH testified that on December 21, 2015 he was in Jakarta so he could not be present at that time for the autograph. The testimony from DH was also strengthened by the testimony from HR which stated that the contents of the minutes of the EGMS PT. BRM is fake because HR and DH were never present and never put their signatures on the minutes of the EGMS PT. BRM. This matter should also be considered by the Panel of Judges to strengthen the actions of a Notary HT who fulfill the element of ordering other people to use the letter as if the contents were true and not faked which was manifested in the form of a letter containing fake HR and DH signatures as if the signatures were fake. original signature.

The judge's next consideration that needs to be added to the decision is regarding the participation of Notary HT in signing the minutes of the EGMS PT. BRM. Based on the testimony of the witness IHNPH, that he knew that from 19 June 2015 to 21 December 2015 there was no General Meeting of Shareholders. Meanwhile, S testified that the minutes of the EGMS PT. BRM should not exist because it has not fulfilled its obligations. This means that IHNPH and S, which are the parties that should know that the minutes of the EGMS PT. BRM is something that is impossible because there was no General Meeting of Shareholders held on December 21, 2015. This is where the participation of Notary HT along with IHNPH and S in using the fake letter to create a right related to share ownership and management in PT. BRM.

Criminal liability against a person, including someone who serves as a Notary, relates to the principle of "no crime without error (geen straf zonder schuld beginsel)". This principle is an important principle related to the responsibility of the maker of a crime for the crime he has committed. This principle explains that if a person has no faults, then he cannot be sentenced to a crime, either intentionally or negligently.¹⁵ Criminal responsibility is charged to the maker of a crime because of an error.

Based on the facts of the trial, it is known that the Notary HT together with IPAMP made the PKRUPSLB Deed of PT. BRM Number 103 dated December 23, 2015 based on the Minutes of the EGMS of PT. Fake BRM. Minutes of the EGMS of PT. BRM which was made under the hands after being stated in the Deed of PKRUPSLB PT. BRM, then the official report becomes an authentic deed, no longer a private deed. Deed of PKRUPSLB PT. BRM Number 103 dated December 23, 2015 was used by Notary HT as a condition for changes to the composition of shareholders and the composition of the Board of Directors and Board of Commissioners of PT. BRM can be registered and notified to the Minister of Law and Human Rights through the Legal Entity Administration System website. Notary HT actually knew that the minutes as outlined in the Deed of PKRUPSLB PT. BRM is a fake news report, but to fulfill the wishes of the parties, they have intentionally and consciously abused their authority in making authentic deeds, namely by making the PKRUPSLB Deed of PT. BRM based on fake meeting minutes. The issuance of the PKRUPSLB Deed of PT. This BRM actually caused changes in the composition of shareholders and the composition of the Board of Directors and Board of Commissioners of PT. BRM becomes legal, causing harm to HR and DH. Falsification of the minutes of the EGMS PT. BRM which contains amendments to the articles of association of a PT cannot be used to change the articles of association of a PT if the Deed of PKRUPSLB PT. BRM. Thus, the error of a Notary HT should more accurately fulfill the element of letter falsification if it is carried out on authentic deeds (Article 264 paragraph (1) 1st of the Criminal Code).

¹⁵ Septa Candra, "Pembaharuan Hukum Pidana: Konsep Pertanggungjawaban Pidana Dalam Hukum Pidana Nasional yang Akan Datang", *Jurnal Cita Hukum*, Volume 1, Nomor 1, 2013, p. 45.

The type of responsibility of a Notary who makes an authentic deed that violates the law is in line with the theory of responsibility initiated by Kranenburg and Vertig, namely the theory of fautes personallies which explains that criminals who commit actions that harm third parties are burdened with responsibility for those harmful actions. The assignment of responsibility is aimed at the individual person. In this case, the Notary, according to the theory of responsibility, must be held accountable as a person for his actions in making an authentic deed that violates the law.¹⁶

The act of making a fake deed can be carried out formally and materially. Formally, if the party making the deed is not the party who has the authority. Materially if the information contained in the deed is not the same as the statements of the parties who have an interest in the deed.¹⁷ Deed of PKRUPSLB PT. BRM which is a type of party deed or party deed. In the partij deed, the notary only puts what the parties want into the deed with the limitations of what the parties want that are not against the law.¹⁸ So that in the event of the making of the PKRUPSLB Deed of PT. BRM is based on the fake meeting minutes, the Notary is not responsible if it is the parties who make the fake meeting minutes and the Notary does not know that the meeting minutes are fake. The issuance of the PKRUPSLB Deed of PT. BRM was based on the minutes of the meeting which was falsified by the Notary and the Notary together with the parties wanted that the PKRUPSLB Deed of PT. BRM. In this case the falsification of the minutes of the meeting was carried out by the Notary and the Notary knew that the minutes of the meeting were the basis for the making of the PKRUPSLB Deed of PT. BRM is fake. Thus, the Notary cannot avoid his responsibility for the deed and the Notary must be responsible for the issuance of the PKRUPSLB Deed of PT. the BRM.

In addition to being proven guilty, so that the maker is burdened with criminal responsibility, the perpetrator must be able to be held accountable, there is an inner connection with the maker with his actions, namely intentionally (dolus) or negligently (culpa) and there is no reason to erase mistakes or excuses.¹⁹ The judge's consideration stated that Notary HT is capable of being held accountable, there is an inner relationship between Notary HT and his actions, namely intentional, and there is no reason to erase mistakes or excuses for forgiveness, so Notary HT must be burdened with criminal responsibility due to his actions.

Conclusion

From the results of the discussion, it can be concluded that the legal considerations used by the Panel of Judges in their decisions have not reflected the evidence of material truth. This is because according to the legal facts obtained based on evidence and witness statements, the actions of Notary HT in addition to making a fake letter in the form of Minutes of the EGMS PT.BRM dated December 21, 2015, the letter was then poured in the form of a fake authentic deed in the form of the PKRUPSLB PT.BRM Deed Number 103 dated December 23, 2015. Based on the testimony of the witness, it was proven that the making of the official report and the fake deed was the work of Notary HT. The criminal responsibility imposed on Notary HT should not be forgery of letters, but forgery of authentic deeds.

¹⁶ Marchelina Rante dan Hernita Matana, "Pertanggungjawaban Pidana Notaris Terhadap Indikasi Pemalsuan Akta Otentik yang Dibuat", *Jurnal Paulus Law*, Volume 3, Nomor 1, 2021, p. 35.

¹⁷ Kartini Siahaan, "Kedudukan Hukum Akta Notaris Sebagai Alat Bukti Pada Tindak Pidana Pemalsuan Surat Dalam Proses Peradilan Pidana", *Jurnal Recital Review*, Volume 1, Nomor 2, 2019, p. 82.

¹⁸ Jonathan Adi Biran Munandir dan Thohir Luth, "Tanggung Jawab Notaris Atas Akta Pernyataan Keputusan Rapat", *Jurnal Cakrawala Hukum*, Volume 8, Nomor 1, 2017, p. 59-60.

¹⁹ Hilda Sophia Wiradiredja, "Pertanggungjawaban Pidana Notaris Dalam Pembuatan Akta Yang Didasarkan Pada Keterangan Palsu Dihubungkan Dengan Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris Jo. Undang-Undang Nomor 2 Tahun 2014 Dan KUHP", *Jurnal Wawasan Hukum*, Volume _, Nomor_, 2015, p. 32.

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