



The Strength of Prevention from the Minutes of the Shareholders General Meeting Performed through Teleconcerence Media

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Abstract

In the evidentiary law stipulated in the Civil Procedure Law in Indonesia, the letter of evidence is one of the evidences that can be used in the verification trial. Especially if the proof of the letter is an authentic deed, so that it will have the power of external evidence, the power of formal evidence and the strength of material evidence. However, what is the prevention from the minutes of the shareholders general meeting made by the teleconference media as authentic deed. This research is very important to be carried out in connection with several laws and regulations that apply in Indonesia so that there is a harmonization of regulations in terms of evidence from the minutes of the shareholders general meeting conducted through teleconference media. This type of research is normative juridical by using primary, secondary and tertiary legal materials. Data collection techniques by reviewing the laws and regulations, jurisprudence and other legal materials contained in the library and conducting interviews with several government agencies related, also interviews with several notaries who have conducted teleconferences in the making of the minutes of the shareholders general meeting. Furthermore, the legal material is processed qualitatively with a legal theory framework to answer the problem of this research related to the strength of prevention of the minutes of the shareholders general meeting made by the teleconference media. The target of this research will be achieved: (i) Strength of the verification of minutes of meetings made before a notary in a conventional manner with the minutes of the shareholders general meeting made by teleconferencing, (ii) analyzing the signature of members of the shareholders general meeting from the minutes of the shareholders general meeting made by the teleconference media.

Keywords: Proof; Deed of the Shareholders General Meeting; Teleconferencing

Introduction

Since Indonesia declared its independence in 1945, the notary institution has automatically been operated and become an Indonesian legal institution and therefore all regulations applies to all class of society in Indonesia (Subekti, 2006: 25). Thus, the notary authority has been regulated in Indonesian positive law, especially in the Notary function Regulations and then the government in common with the House of Representatives has established Law Number 30 of 2004 concerning Notary Position (UUJN), ten years later Law Number 2 of 2014 concerning Top Up was issued. Law Number 30 of 2004 concerning Notary Position (UUJN-P). There is no significant difference between a sense and

understanding of the Notary according UUJN according to Regulation Notary Public Notary. It is stated in Article 1 of the UUJN that: "A notary is a public official authorized to make authentic deeds and has other authorities as referred to in this law or under other laws ." (Indonesia, Notary Position Law).

Notary profession can not be separated from the development of information technology, the demand has caused a shift of paradigm in the implementation of its authority from the conventional paradigm towards the use of electronic technology. Lastuti Abubakar has an inventory of authority in several fields that can be classified as cybernotaries which require the role of notaries in Indonesia, as follows; Teleconferencing General Meeting of Shareholders (RUPS) as referred to in article 77 of the Limited Liability Company (UUPT), Certificate Authority (Trusted Third Party), E-Commerce, Online Legal Entity Administration System, Share Data, Online Correspondence, E-Online Consultation Procurement. Notary is vested with part of the state's power and gives the authority an authentic and executive power (A.Kohar, 1983: 5). The deed drawn up by a notary in the civil law system is a perfect authentic deed that can be used as legal evidence in court . (Hartanti Sulihandari and Nisya Rifiani, 2013 : 11). Based on the origin of 15 UUJN - P, notaris has the authority namely, first , general authority to make all authentic deeds, except those assigned to other officials; second, the authority which specific character to a containing deeds, agreements and determination required by regulation or desired by the parties, to ensure certainty of date, save the certificate, giving executorial copy, and official copies, third , other authorities, which are mandated by other laws and regulations. (Habib Adjie, 2012: 65).

According to GHS Lumban Tobing, the authority of a notary in making deeds includes 4 rights includes: (GHS Lumban Tobing, 2010: 85)

1. The notary must be authorized as long as it concerns the deed made, not all deeds can be made by a notary, although in general as formulated in the provisions of Article 1 of the National Examination Law there are certain deeds which are made or exempted by other laws;
2. The notary must be authorized as long as regarding the person for whom the deed is made, the authority relates to the parties in the deed where certain people of the notary are prohibited from making their deeds, as stated in article 52 UUJN;
3. The notary must be authorized as far as the place is, where the deed is made, the notary is appointed for a certain position and area of office (article 18 UUJN) Notary is prohibited from carrying out his position outside the area of office;
4. The notary must be authorized as far as the time to make the deed. Article 4 of the UUJN, the obligation to take oath of office and / or make a deed under conditions or conditions on leave.

The notary authority in making authentic certificates with the use of video conferencing through electronic media continues to grow rapidly. Along with the development of information and telematics technology, electronic documents produced from printers (fax, fax and scanner) that are directly connected to electronic media such as video conferences have been recognized as valid evidence as of the enactment of Law Number 11 of 2008 concerning Information and Electronic Transactions on April 21, 2008 (Edmon Makarim, 2003: 3).

The above is in line with UUPT for the implementation of the GMS utilizing the development of video call or teleconference technology . The use of this sophistication allows the company's shareholders to meet face to face through electronic media that can interact with each other as they do face to face in person. The objectives to be achieved in a meeting will certainly discuss the matter relating to interests or problems in the company . This has an impact on the making of the GMS deed because in the Company Law there are provisions that require that any amendments to the Articles of Association of the Limited Liability Company must be made minutes / minutes of meetings contained in an authentic deed of certain agenda items. The GMS is conducted through teleconferencing, video conferencing or other electronic means in the Limited Liability Company (PT) in Indonesia is a way for the new GMS to be introduced through the Company Law with the provisions stipulated in Article 77 of the Company Law, namely:

1. In addition to the implementation of the GMS referred to in Article 76, GMS can also be held through media teleconferencing, video conferences, or other electronic media facilities that enable all GMS participants to see and hear directly and participate in meetings.

2. The quorum requirements and requirements for decision making are the requirements as stipulated in this Act and / or as stipulated in the Company's articles of association.

3. The requirements as referred to in paragraph (2) are calculated based on the participation of the GMS participants as referred to in paragraph (1).

4. Every implementation of the GMS as referred to in paragraph (1) must be made minutes of the meeting approved and signed by all participants of the GMS.

According to Yahya Harahap, so that the way for a teleconferencing GMS to be valid, it must meet the following conditions:

1. Using electronic forms that are allowed according to the provisions of Article 77 of the Company Law may be through teleconferencing media, teleconferencing media, or other electronic media facilities.

2. Formal requirements, so that electronic media can be justified, must allow all GMS participants to see and hear directly and be able to participate directly in meetings. Regarding the formal requirements of this Article 77 uses the word allows all participants to see and hear directly and participated in the meeting. The word allows it to be imperative. Therefore it cannot be ruled out.

3. Quorum requirements and decision making, based on Article 77 paragraph (2) are subject to the Company Law or Articles of Association.

4. Preparation of GMS Minutes through electronic media, is different from conventional GMS Minutes. Minutes of the GMS held through conditional electronic media must be approved and signed by all GMS participants (Yahya Harahap, 2009 : 313-314).

Article 77 of the Company Law is to fulfill the principle of benefit translated that GMS through teleconferencing can be done anywhere not limited to place, certain regions as conventional GMS required in Article 76 of the Company Law. Teleconference in telecommunications is an electronic-based meeting directly (live) between two or more participants humans or machines connected to a telecommunications system that is usually in the form of a telephone line. Based on the above starting point, AGM is a forum for the best decision making by shareholders with exclusive jurisdiction, then any implementation of the GMS hinted made minutes of Annual General Meeting. Same is the case with conventional GMS, The GMS held through teleconferencing media also requires the preparation of minutes of the GMS meeting. Minutes of GMS can be made in 2 ways: first, by under the hand (onderhand) made and compiled by the directors of PT. Provisions making of Minutes of GMS by the deed under the hand when the GMS is done conventionally refers to Article 90 of the Company Law, which requires the Minutes of GMS to be made and signed by the chairman of the meeting and at least one shareholder who appointed and by the participants of the GMS, The different with GMS held conventionally, minutes of the GMS through teleconferencing are regulated in the provisions of Article 77 paragraph (4) of the Company Law which requires that the Minutes of GMS must be approved and signed by all participants of the GMS. In practice for the Minutes of GMS are drawn up first, under the hands of so-called minutes. This method was chosen by the board of directors and / or shareholders of PT when the agenda of the Annual Meeting only discuss and decide about who considered valid only within the P T itself, and the decision of the GMS does not require approval of or to be reported or notified to the Minister of Justice and Rights Human Rights, so that according to the directors and / or shareholders of PT the issue of the GMS does not have to be an authentic deed.

Second, by notarial deed (authentic) made by or in the presence of a notary. If guided by the provisions of article 21 paragraph (4) the Company Law states that "amendments to the articles of association referred to in paragraph (2) and paragraph (3) are published or stated in the notary deed in Indonesian language ." The word "fit" in it contains (Ministry of National Education, 2005: 757). From the definition of the word loaded or stated, it gives the choice of the form of deed in the form of an official account in the form of an GMS Minutes or an official statement in the form of a Meeting Decision

(PKR). The GMS was held by presenting the notary, the procedure for its implementation must still fulfill the provisions contained in the Company Law and / or the articles of association of PT, where the head of the GMS remains the board of directors of PT, while the notary functions to carry out its obligations to hear and witness the GMS directly from the time of opening until the closing of the GMS. The GMS held by teleconference if the shareholders led by the directors must be recorded in the minutes of the GMS or minutes of the GMS. So the question is whether the minutes of the GMS have legal force in the proof or whether the minutes of the GMS through a teleconference are authentic certificates.

Discussion

Similar to the conventional GMS, the GMS held through teleconferencing media can also produce Authentic Deed in 2 (two) forms, namely the GMS Minutes of Deed and the Meeting Decree (PKR) Deed. In the case of proof, which is obliged to prove the implementation of the GMS, the preparation of the GMS and the results of the decisions are Legal. This is based on the provisions of Article 1 paragraph (2) of Law Number 40 of 2007 concerning Limited Liability Companies, stating that one of the Company's organs is the General Meeting of Shareholders (GMS), thus because the GMS is one of the organs of the company, the Company as a Legal Entity.

Based on the provisions contained in article 1868 of the Civil Code and Law Number 30 of 2004 concerning Notary Position (UUJN), a Deed is classified as an Authentic Deed if:

- a. The form is determined by law, article 38 UUJN
- b. Made by or in the presence of Public Officials, in this case a Notary, Article 1 number 1 juncto article 15 paragraph (1) UUJN
- c. The General Officer must have authority including:
 - 1). place / area of office, article 52 paragraph (1) and article 53 UUJN;
 - 2). People (viewers and witnesses), article 52 paragraph (10) and article 53 UUJN;
 - 3). Time, article 4 and Article 25 UUJN
 - 4). The substance / material contained in the deed, article 15 paragraph (1) of the UUJN

In addition to the procedures and procedures for making deeds must be based on UUJN as mentioned above, procedures and procedures for making deeds must also follow the rules of the GMS implementation conducted through teleconferencing media as stipulated in Law Number 40 of 2007 concerning Limited Liability Companies.

The provisions of Article 77 paragraph (1) and paragraph (4) of Law No. 40 of 2007 Limited Liability Company, has arranged the implementation of the GMS by utilizing technological developments. The provisions of Article 77 paragraph (1) affirm that in addition to the implementation of the GMS as referred to in Article 76, the GMS can be held through teleconferencing, video conferencing, or other electronic media facilities that enable all GMS participants to see and listen to each other directly and participate in meetings (Suryajaya, 2011 ; 23). The provisions of Article 77 paragraph (4) determine that each organizer of the GMS must make a minutes of meeting that has been approved and signed by all participants of the GMS. If these provisions are interpreted, it implies that the results of the GMS through the media of teleconferencing and video conferencing or other electronic media facilities, and attended by Notaries, then the Minutes of AGM agreed to by the provisions have accommodated electronic evidence as valid evidence.

In the context of the Company Law above, in principle the strength of proof of the GMS Minutes made by a Notary or the Deed originating from minutes of meeting which is then made before a notary in the form of a Decree of Meeting Decision (PKR) can be seen from the true shareholders having received an invitation to call the GMS from company directors who prove that the shareholders have been officially invited by the company in accordance with existing provisions and based on the company's articles of association. Another thing that must be considered is that the true shareholders were present at the GMS through teleconference which proved that the shareholders participated in the GMS through

teleconference by filling in the attendance list and agreeing and agreeing to the GMS decisions through teleconference, whether witnessed directly by the Notary or not witnessed by Notary (Freddy Harris and Teddy Anggoro, 2013; 97).

The signing of the GMS attendance list to prove that the shareholders are indeed present can be done in a conventional (direct) way, that is if the shareholders have returned to the Company's place within a period not exceeding 30 (thirty days). If the shareholder has returned to the place of the company and has signed the attendance list, then it is stated that he is indeed present, then it can also be signed directly at the place where the shareholder is by way of express mail, if it has been signed by all shareholders it can be proven evidence GMS teleconference. The signature can also be sent by fax so that it can be evidence that the shareholders have attended the teleconference AGM because the signed one is on paper and the signature is a signature affixed to the original document, as stipulated in Article 6 of the Law, namely: "In the event that there are other provisions other than those stipulated in Article 5 paragraph 4 of the UUIE must be in the form of written or original, electronic information is considered valid as long as the information contained in it can be accessed, displayed, its integrity is guaranteed and accountable so as to explain a situation." Regarding the conditions contained in article 6 of the UUIE, it is similar to what Susanti Adi Nugroho said as one of the Supreme Judges of the Republic of Indonesia. In addition to proving that the implementation of the GMS held through the teleconferencing media is also true, the video recording of the GMS through teleconference has the power of proof based on Law Number 11 of 2008 concerning Information and Electronic Transactions.

So that the attendance list of the GMS participants must be signed by the GMS member who conducts a teleconference, while the GMS participant does not need to sign the minutes of the GMS, but only the notary is signed in the minutes of the GMS because the notary is directly present and sees and hears directly. The notary must also read the GMS minutes before the meeting participants. The GMS Minutes are the *Relaas Act* (*amtelijke acten*) in the process of making the Notary is also required to read the Deed in the presence of the parties in this meeting participants attended by at least 2 (two) witnesses based on Article 16 paragraph (1) point (1) jo Article 40 of Law Number 30 of 2004 concerning Notary Position. The reading of the deed by the Notary as intended in the article above, must be carried out. The reading of this Deed is a part called *verlijden* (reading and signing) of the deed. The reading of the deed must be done alone by the Notary concerned. The reading of the Deed is expected to provide understanding so that all meeting participants can understand and understand the contents of the deed so as to gain confidence. The reading as fulfillment of the provisions of the law must not be excluded, while the reading itself still has meaning for the meeting participants.

After the deed was read out by a Notary to all meeting participants, the signing of the deed of the GMS Minutes was only signed by the Notary directly in this matter because the Notary was present directly at the GMS and saw and listened directly to the GMS decisions so that meeting participants did not need to sign deed of AGM Minutes. In the Deed of Minutes of GMS, there are differences in the initial editorial deeds which are usually used as the initial standard of the deed of making the minutes, because in the preparation of the minutes held through teleconferencing media, it must be explained in the beginning of the deed through teleconference. (Lastuti Abubakar and Imam, 2011; 21). The notary must explain that the implementation of the GMS is held through teleconference, explaining the timing of the GMS, where the GMS is held, the participants of the GMS meeting and the results of the resolutions of the GMS meetings held through teleconference. If there is a meeting participant who leaves the GMS room through teleconference, the Notary must explain in the Deed of Minutes he made that there were participants who left the GMS meeting by describing various reasons. The obligation of all GMS participants is to keep signing the attendance list of the GMS which states that it was indeed attended by all participants of the GMS and has fulfilled the quorum provisions in accordance with Article 86 paragraph (1) stating that the GMS can be held if more than $\frac{1}{2}$ (one half) of the GMS is held. the number of all shares with voting rights is present or represented, unless the law and / or articles of association

determine a larger number of quorums. This attendance list will be attached behind the Deed by a Notary in the GMS Minutes of Deed made by a Notary. The signing of the deed does not require signatures of all shareholders as specified in article 77 paragraph (4), but simply because the Notary Deed signed by a deed of the Deed relas full responsibility Notary. Minutes are authentic deeds made by authorized officials, so the signing of this Minutes cannot be done electronically as stated in article 5 paragraph (4) of the UUIE stating that : (Indonesia, UUIE) "Provisions regarding electronic information and / or electronic documents as referred to in paragraph (1) do not apply to:

- 1) letters which according to the Law must be written in writing, and
- 2) letters and documents which according to the Law must be made in the form of notary deeds or deeds made by deed-making officials. "

This Deed of AGM Minutes will then be used by the company to be approved or reported to the Minister of Law and Human Rights . The notary can also make a copy of the deed or quotation to the results of the GMS Minutes of Deed if the Company requires them as long as the deed is made by the competent authority specified in Law Number 30 of 2004 concerning Notary Position.

As stated above, the GMS through the teleconference media also required the minutes of the GMS to be made. The rules regarding minutes / minutes of the GMS are contained in article 90 paragraph (1) of the Company Law Number 40 of 2007 which requires that the minutes of the GMS be made in each GMS that is signed by the chairman of the meeting and at least 1 (one) shareholder who is visited by and participants of the GMS . In article 77 paragraph (4) the Company Law provides different conditions, if the GMS is conducted through teleconferencing media, the minutes of the GMS made from the GMS through teleconference media are approved and signed by all participants of the GMS. An explanation of the agreement and signing contained in the explanation of this article is approved and signed physically or electronically. Edmon Makarim as the core lecturer in Telematics Law at the Faculty of Law, University of Indonesia, stated that based on Article 77 of the Company Law, GMS through teleconferencing media is explicitly possible, as long as it guarantees that the interaction is the real thing. This is reflected in the provision stating that all GMS participants see each other and hear directly and participate in meetings. This rule is a legal development that seeks to accommodate technological developments by providing convenience in the implementation of the GMS. (Edmon Makarim, interview).

Indonesia itself is still experiencing obstacles in facing these developments, therefore in its current practice in Indonesia, minutes of GMS meetings that require notarial certificates are difficult. In line with what was said by Edmon Makarim, in an interview with several notaries also stated that the implementation of the GMS through teleconferencing was very necessary to facilitate the work of Notaries with a mechanism that still took into account the applicable provisions . (notary, interview).

1. The strength of proof of minutes of meetings drawn up by a Notary in the form of a GMS Minutes of Deed .

A notary is one of the officials authorized to make Authentic Deed as stipulated in Article 1 paragraph (1) of Law Number 30 of 2004 concerning Notary Position. Thus the minutes of meetings made by a Notary at the time of the GMS through teleconference are an O-Act Deed . If the implementation of the GMS and the making of a deed are in accordance with the provisions of UUJN and UUPT as described above, those produced and signed in the form of original documents rather than electronic documents in accordance with the provisions of Article 5 of Law Number 11 Year 2008 concerning Information Technology state: " Provisions concerning electronic information and / or electronic documents as referred to in paragraph (1) do not apply to: a. letters which according to the law must be written in writing; and b. letters and documents which according to the law must be made in the form of a notary deed or deed made by a deed-making official. "

Then the GMS Minutes of deed has the evidentiary power attached to it is perfect (volledig bewijskracht) and binding (bindende bewijskracht) as stipulated in Article 1870 of the Civil Code / Article 285 RBG. If there is any other evidence submitted by other parties which qualify the formal and material terms, it does not reduce the minutes of meeting / Deed In Lieu of GMS inherent strength of evidence was perfect and binding (volledig en bindende bewijskracht).

With the power of perfect proof, the GMS Minutes of Deed has 3 (three) evidentiary powers, namely: (M. Situmorang and Cormentyna Sitanggang, 1993: 58).

- a. The power of outward / external proof, in the sense that the GMS Minutes of Acts has the ability to prove its validity, which is commonly referred to in Latin with *acta publica probant seseipsa* .Therefore, judges and litigants must assume that the GMS Minutes of Deed are authentic certificates until the opposing party can prove the relevant deed not as an authentic deed.
- b. The power of formal proof, in the meaning of the Notary Statement as a General Officer in the writing as stated in the Deed, is as done and witnessed by a Notary as General Officer who has the authority to make the Deed in carrying out his position. This is the basis that everything stated in the Deed, whether written directly by a Notary or stated by the viewers, is declared true as the statement submitted and desired by the parties, including the strength of this proof of certainty on the date of the deed, the validity of the signature contained in Deed, the identity of the people present and about exactly where the Deed was made.
- c. The strength of material proof, in the sense that the contents of the deed are deemed to be proven to be true of everyone who makes the deed as proof of him.

An authentic deed is a written evidence in a form determined by law, made by or in the presence of a ruling public official / employee for that place where the deed was made as stipulated in Article 1867 and Article 1868 of the Law Civil. According to Herlien Budiono, by observing the sound of the provisions of Article 15 paragraph (1) of Law Number 30 of 2004 concerning Notary Position (UUJN) previously regulated in the provisions of Article 1 of Notary Position Law and connected with Articles 1867 and 1868 of the Civil Code it can be concluded that: Authentic deed is a written evidence, contains all deeds, agreements and stipulations required by a general regulation or at the request of notary clients and made by or in the presence of the ruling general authority for that place where the deed was made. From the definition of authentic deeds stipulated in article 1868 of KUH Perdata Tan Thong Kie, give the following notes:

(a) The difference between the writing and the deed rests with the signature listed below the writing; (b) Article 1874 further stipulates that underhanded deeds, letters, registers or registers, household letters, and other writings are made without intermediaries of public officials; (c) from 1867 further determines that the authenticated deed and handwritten writing are deemed written evidence; (d) It is better if we look more deeply at authentic deeds. By definition, the first condition that must be fulfilled is that authentic certificates must be made in the form determined by law. The word "form" here is the translation of the Dutch word *Vorm* and does not mean the form of a round, oval, length, etc., but the making must meet the provisions, especially Law Number 30 of 2004 concerning Notary Position (Tan Thong Kie, 2007: 44).

The explanation by Tan Thong Kie above is still guided by PJN, currently PJN is no longer valid so that the authentic deed form that previously referred to PJN is now referring to Law Number 30 Year 2004 concerning Notary Position (UUJN) and Law Number 2 Year 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Position (UUJN-P). If it is reviewed based on UUJN and UUJN-P

then there are formal requirements , and material requirements of an authentic deed that affect the authenticity of a deed. S formal form consists of: first a, made before an authorized official; secondly, it is attended by parties and both parties must be known or introduced to the notary as stipulated in Article 39 of the UUJN; Third, in the presence of two witnesses sebagaimana a stipulated in Article 40 UUJN-P governing must be attended by two witnesses as well as regulating the terms of witnesses intended; fourth , made as the anatomy of the deed specified in Article 38 UUJN-P; fifth , read the deed before the viewers in the presence of at least two witnesses as stipulated in Article 16 paragraph (1) letter m UUJN-P; fifth , completely signed by the parties and witnesses as stipulated in the provisions of Article 44 paragraph (1) through (3) UUJN-P .

Regarding the material requirements drawn from Article 38 paragraph (3) and Article 45 UUJN - P. S this material determines the authentication of a deed. The same material is that ; first , contains information on the agreement of the parties; second , the contents of the statement of legal actions; third , making The deed was intentionally intended as evidence, basically the parties came to the officials, so that the deed was made in accordance with the information they wanted, by itself it was intentionally stated that the deed would be used as evidence of the actions or legal relations they explained or agreed to. The intentionality was a preventative step towards the possibility of a dispute in the future.

2. The evidentiary power of minutes of meetings made in the presence of a Notary in the form of a Meeting Decree (PKR) Deed .

a. Strength of proof of meeting minutes before facing before a Notary .

The strength of proof of minutes of meeting before facing a Notary there are several alternatives including:

1) If the minutes of the meeting are signed and held when the shareholders return at the Company's premises, the minutes of the original meeting that have not been signed by the meeting participant can be signed conventionally, thus the minutes have the power as written under the hand if signed by all meeting participants as stipulated Article 1869 of the Civil Code. Besides that it has fulfilled the provisions of Article 77 paragraph (4) of Law Number 40 of 2007 concerning Limited Liability Companies that the minutes of the meeting must be approved and signed by all participants of the GMS;

2) If the minutes of the original meeting are sent by post or by express delivery, then the minutes of the meeting have the power of writing under the hand if signed by all meeting participants as stipulated in Article 1869 of the Civil Code. Besides that, it has fulfilled the provisions of Article 77 paragraph (4) of Law Number 40 of 2007 concerning Limited Liability Companies that minutes of meetings must be approved and signed by all participants of the GMS;

3) If the minutes of the meeting are signed and conducted through facsimile then the minutes of meeting are in the form of electronic media prints so that the power of proof refers to the explanation of Article 77 paragraph (4) of Law Number 40 of 2007 concerning Limited Liability Companies explaining that it is approved and signed physically or electronically . Thus it can be approved and signed physically or can also be electronically by all meeting participants. In terms of the power of proof based on the provisions of Article 5 paragraph (1) and (2) of Law Number 11 Year 2008 concerning Information and Electronic Transactions stating that electronic documents and / or their printouts are legal evidence that is valid in accordance with applicable law in Indonesia.

Furthermore, what is stated in the minutes of the GMS which has not yet been poured into the PKR has binding and perfect evidentiary powers such as the Authentic Deed for the parties concerned, if the signatures in the minutes made under the hand are recognized by the parties and are not disputed.

This is in line with the provisions of Article 1875 of the Civil Code which states that the underhanded deed is valid, if the signatory acknowledges the truth of the signature, meaning if the signature has been acknowledged by the concerned person, then the deed applies as a perfect proof for the parties concerned.

b. Strength of proof of meeting minutes after facing before a Notary.

Minutes of meetings made before a Notary referred to by the Deed of Meeting Decision (PKR Deed) are minutes of meeting made by authorizing the Board of Directors as chairman of the meeting to meet a Notary to make a PKR Deed. The power of proof of the PKR Deed has the power of perfect proof (volledig bewijskracht) and binding (bindende bewijskracht) as stipulated in Article 1870 of the Civil Code / Article 285 RBG. This PKR Act can then be made a Copy of the Deed or Quotation which also has perfect and binding proof power as long as the deed is made by the authorized official specified in Law Number 30 Tah 2004 concerning the Position of Notary. The Deed of Statement of Meeting Resolution is also an Authentic Deed, because it has complied with the provisions of the law as an Authentic Deed, even though the contents of the deed of contents of the deed are derived from the minutes of meeting made under the hand. both formally and materially.

There are several things that prove that the deed of Statement of Meeting Decisions is an authentic deed, including:

- 1) PKR deed made before a notary public
- 2) The form of the PKR deed is in accordance with the form determined by the UUJN. (UUJN: Article 38) The form of the PKR certificate includes:
 - a) the beginning of the deed or head of the deed, which contains the title of the deed, deed number, time of making the deed, and the name and place of residence of the Notary who made the PKR deed;
 - b) deed body, which contains the identity of the respondent authorized by the GMS, a statement regarding the position of the beholder as the power of the GMS, the contents of the deed which is the statement of the respondent based on the minutes or minutes of the meeting;
 - c) the end or closing of the deed, which contains a description of the deed reading, a description of the signing of the deed, the identity of the witnesses deed, and a description of the existence or absence of changes in the making of the deed or description of whether or not changes can be in the form of additions, deletions, or replacement in the PKR deed.

In carrying out the authority of the Notary in making the PKR Deed, it must fulfill the other notary authority's requirements including:

- 1) The respondent is not a party prohibited by law, including the wife or husband of the Notary who made the deed, has a blood relationship or a fine with a Notary, and must be an adult, known by a notary or introduced by 2 (two) witnesses or 2 (two) other viewers, and capable of carrying out legal actions;
- 2) The PKR deed is made in the area of office of the notary concerned;
- 3) The PKR deed is made by a notary who is carrying out his position. The notary in carrying out his term of office must be active, meaning that he is not on leave or temporarily dismissed . (Habib Adjie; 2008, 134).

Although originating from the Minutes of AGM under the hand which is a Deed under the hand, If it has been stated in the PKR Deed, the Deed is an Authentic Deed. The difference between Authentic Deed and Deed under the hand, among others:

1. Authentic Deed has a definite date, while the date of the Deed under the hand is not always the case;
2. Grosse of authentic deeds in some respects has executorial power, while the underhanded deed has no executorial power;
3. It is likely that the loss of the deed made under the hand is greater than the authentic deed;

Deed of meeting decision statement also has the power of proof of birth because its form is a form of Authentic Deed and signed by a Notary as a public official, so that the PKR deed must be considered an Authentic Deed. If there are parties who deny the authenticity of the PKR deed, then the burden of proof rests with the party who denied it. Denial or denial that outwardly the deed is not an

authentic deed, the assessment of proof must be based on the conditions of the meeting's decision statement deed as an authentic deed. This kind of proof must be made through an effort to file a lawsuit. The Plaintiff must be able to prove outwardly that the PKR deed is the object of the claim not an Authentic Deed. The PKR deed is said to have the power of formal proof because a notary as a public official can prove that what was stated in the PKR deed was made as stated therein. By therefore for anyone, it is certain that the notary and the person concerned concerned declare what is written above their signature. In this case, what is certain is the date of making the deed, place of deed, and the authenticity of official signatures and viewers as well as witnesses who also signed the PKR deed, as well as certainty that the respondent explained what was described or included in the PKR deed. the truth of what is explained by the viewers is in essence only certain between the viewers themselves. The PKR deed is said to have material evidentiary strength because the deed gives certainty about the event that the Notary and the viewer perform or carry out what is explained in the deed. In this case the event that the viewer has faced the Notary to constrict the statement of the decision of the general meeting of shareholders, in accordance with the information that has been given to the Notary. In other words, the Notary in the making of the PKR Deed hears the statement of the party concerned (the viewer) and examines the documents required and submitted by the viewer, then this means that the party in question (the viewer) has explained this and the submitted document states so.

The aspects mentioned above constitute the perfection of the deed of the Decision of the Meeting Decision as an authentic deed and anyone is bound by the deed. If it can be proven in a court hearing, that one of these aspects is incorrect, then the PKR deed only has the power of proof as an underhanded deed or the deed is degraded as the deed that has the power of proof as a deed under the hand. Based on the foregoing, it can be seen that the strength of proof of the minutes of the general meeting of shareholders made by a Notary who attends the meeting is that they have the perfect proof power, with special notes for the PKR deed, the contents of the deed which are statements and information from the viewer based on minutes or minutes of meeting that are blinded under the hand. It does not have the perfect proof power because the shareholders can still deny the signature stated in the minutes or minutes of the meeting. The GMS Minutes and the Declaration of the GMS Meeting Decisions must then be registered or notified to the Minister. Amendments to the Articles of Association may not be stated in the Notary deed after the 30 (thirty) days have passed, the application for approval of amendment to the articles of association and notification to the minister must be submitted no later than 30 (thirty) days after the Notary Deed containing the amendment to the articles of association, after passing the time limit of 30 (thirty) days for the request for approval and judgment of amendments to the articles of association cannot be submitted or delivered to the Minister.

Conclusion

With the current regulations, the strength of proof of electroconference- based GMS Deed with the concept of cybernotary does not yet have perfect evidence as an authentic deed and in practice in court proceedings in Indonesia it has not yet been applied as authentic evidence.

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