

LEGAL AGREEMENT AD/ART "PT. PERKEBUNAN NUSANTARA IX" AFTER THE CONSOLIDATED PTP XV-XVI (PERSERO) WITH PTP XVIII (LIMITED)

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Abstract

Articles of Association of the Limited Liability Company is a legal basis that is used as reference in the management of the Company. The company can carry out cooperation with other parties. One such partnership is the amalgamation or consolidation of one or two companies into a single management company. in accordance with the process and the provisions of the legislation in force. In the Agreement clearly contain 1) the name and domicile of the Company; 2) the purpose and objectives and business activities of the Company; 3) The period of the founding of the Company; 4) the amount of the authorized, issued and paid-up capital; 5) the number of shares, class of shares if there is the following number of shares for each classification, the rights attached to each share, and the nominal value of each share; 6) the name of position and the number of members of the Board of Directors and Board of Commissioners; 7) determination of the place and manner of implementation of the GMS; 8) procedures for the appointment, replacement, dismissal of members of the Board of Directors and Board of Commissioners; 9) procedures for the use of profits and dividend distribution.

Keywords: *Legality; Agreements; AD / ART, Limited Liability Company; BUMN.*

A. INTRODUCTION

The Republic of Indonesia established the state-owned enterprises (BUMN) whose purpose is the pursuit of profit and in order to contribute to the development of the national economy in general and state revenues in particular. Forms used by the country's state-owned enterprises, limited companies (Persero). Article 1 paragraph 1 of Act No. 19 of 2003 (hereinafter referred to as Act No. 19 of 2003) states that the limited liability BUMN (PT), because Persero PT, then the Limited is a private legal entity, not a legal entity of public¹, Limited is a

limited liability company, the limited company should be subject to legal consequences attached to the principles of limited liability laws and legal provisions regarding the limited liability company as regulated in Act No. 40 of 2007 regarding Limited Liability Company (hereinafter referred to as Act No. 40 of 2007).

Broadly speaking, an entity comprised of two (2) types, namely enterprises which are not legal entities and business entities with legal status. Business entity that is not a legal entity is the Guild civil liability company (CV), Firm Partnership, Trading Company (PD). Whereas, the business entity is a legal entity is a Limited Liability Company (PT), Cooperative and the Foundation. The most fundamental

1 Khairandy, Ridwan, 2013, *Karakter Hukum Perusahaan Perseroan dan Status Hukum Kekayaan yang Dimilikinya*, Quia IUS Law Journal IUSTUM NO. 1 VOL. January 20th

difference between the two which is not a legal entity and legal entity is situated on the responsibility of the owner of a Limited Liability Company (PT).

The characteristics of a Limited Liability Company (PT) as a legal entity is as follows²:

- a. Has a wealth of riches Separate and Apart from the people who run the legal entity.
- b. Rights and duties separate from the rights and obligations of those who run such legal entity.
- c. Have a Vision and Mission Specific

Its existence is not tied to a particular person, because the rights and obligations remain even though the people who run it changed. Agreement is an inscription which was deliberately made to order to be used as a proof of a legal event and signed by the parties in relation to an event such laws. Under the provisions of Article 1867 of the Civil Code is divided into a agreement, agreement under the hand and official authentic agreement. Asshiddiqie³, Confirmed that the organization is a legal entity, as well as state-owned enterprises, require Statutes which usually comes with the Bylaws. Articles of Association of legal entities can be regarded as the constitutional function of BUMN organization.

Processes in agreement a Limited Liability Company Law Board to be authentic, which is entrusted to the Notary. Notary Public Officials agreement is working professionally. Agreement of Establishment of Limited Liability Company that was created and then forwarded to the

2 Mochtar Kusumaatmadja and B. Arief Sidartha. 2000, *Pengantar Ilmu Hukum dan Ruang Lingkup Hukum Buku 1*, Alumni, Bandung, p.82-83.
3 Jimly Asshiddiqie, 2010, *Konstitusi Ekonomi*. PT Kompas Media Nusantara, Jakarta, p 5

Ratification by the Ministry of Law and Human Rights through Sisminbakum to be examined over the internet. After examination of the Internet followed by a physical examination of the data submitted by the authentic agreement⁴.

BUMN change as happened in PTP XV-XVI (Persero) with PTP XVIII (Persero) were consolidated into PT Perkebunan Nusantara IX, requiring a change in the agreement of the Articles of Association at the same time new Bylaws. Consolidation is another form of merger, the merger with the way the company merged with another company to form a new company. PT Perkebunan Nusantara IX (Persero) was established on March 11, 1996 under Government Regulation No. 14 of 1996 dated February 14, 1996, is an amalgamation of PT Perkebunan XV-XVI and PT Perkebunan XVIII⁵, Establishment PT Perkebunan Nusantara IX (Persero) is contained in the Agreement Harun Kamil, SH No. 42 dated March 11, 1996, authorized by the Minister of Justice No. C2-8337.HT.01.01.TH.96 dated August 8, 1996, amended by the Agreement notary Sri Rahayu Hadi Prasetyo, SH 1 August 9, 2002 and ratified by the Decree of the Minister of Justice and Human Rights No. C-19302 HT.01.04.TH.2002 7 October 2002⁶,

PTPN IX is located in Central Java, with the number of work units 15 Gardens, 1 and 8 Agro Business Unit Sugar Factory. PTPN IX manage commodities such as

4 John Edong 2014, *Tinjauan Yuridis Perubahan Undang-undang Perseroan Terbatas*. *Jurnal Hukum Legal Opinion*, Issue 5, Volume 2 p. 85

5 Government Regulation No. 14 of 1996. About. Smelting Company (Persero) PT Perkebunan XV-XVI and Limited Liability Company (Persero) PT Perkebunan XVIII into a Limited Liability Company (Persero) PT Perkebunan Nusantara IX

6 Decision Minister Justice and Human Rights No. C-19302 HT.01.04.TH.2002 7 October 2002

rubber, Tea, Coffee and Sugar / Sugar and melaksanaan form Agro tourism diversification and downstream industries. PT. Perkebunan Nusantara IX (Persero) which is engaged in four major commodities such as rubber, sugar, tea, and coffee is the result of amalgamation of PT. Perkebunan XV-XVI (Persero) and PT. Perkebunan XVIII (Persero) in 1996.⁷ This means that existing efficiency efforts have been taken by the Ministry of BUMN to achieve BUMN appropriate in accordance with what is mandated by Act No. 19 of 2003 on BUMN.

PT Perkebunan Nusantara IX has two Division. First, the Annual Plant Division (DTT) who grow and produce products from rubber, coffee, and tea. Second, the Division of Plant Annuals (DTS) (sugar factory) which produce products from sugar cane. Products PT Perkebunan Nusantara IX marketed in the domestic market and the overseas markets. PT Perkebunan Nusantara IX also manufactures and markets downstream products such as packaged tea, tea bags, as well as sugar and coffee powder in the box.

In operasionalisasinya Division of Plant Annuals (DTS) does not have sugar cane land and have no land to businesses because no Hak Guna Usaha (HGU). The problem is that when it wants to grow sugar cane DTS, if the first easy to lease land from the community, but in fact now DTS difficult to lease the land because of high rental rates, the result is the production of sugar is difficult and losers. The existence of the DTS is the responsibility of DTT so that the purpose of government commit smelting company was not in line with expectations smelting contained in the AD / ART PTPN IX

7 PTPN IX, About Company, <http://www.bumn.go.id/ptpn9/tentang-kami/tentang-perusahaan/>, state, accessed on March 31, 2018.

Indonesian Government Regulation No. 14 of 1996 on the Consolidation of the Company (Persero) PT Perkebunan XV-XVI and liability company (Persero) PT Perkebunan XVIII into liability company (Persero) PT. Perkebunan Nusantara IX⁸.

Problems that occur at the top, with the degradation of value widened a division of PT. Perkebunan Nusantara IX. According to one employee of PT. Perkebunan Nusantara IX, DTS credibility decreases, resulting in improved performance by the banking institutions difficult to realize. Consolidation conditions are expected to be more effective and efficient, turn out to be less convenient. There is an atmosphere tensions between DTS with DTT, which resulted in management indecision assumptions in following the consolidation decision. It is then interesting to deepening the study of law, with the title? Legal Agreement of AD / ART PT Perkebunan Nusantara IX Post-Consolidation PTP XV-XVI (Persero) With PTP XVIII (Persero)?

B. DISCUSSION

1. State Theory of Law

The term legal state is a translation of the term "*rechtsstaat*"⁹, Another term used in Indonesian legal nature is the rule of law, which is also used for the purposes of the law of the country. Notohamidjojo using words then arise term legal state or *rechtsstaat*"¹⁰, DjokoBUMNtono say that

8 Results of preliminary observations and interviews with Mr. SM, one of the employees of PT. Perkebunan Nusantara IX, on Friday at the date of March 30, 2018.

9 Philip M.Hadjon, 1987, *Perlindungan Hukum Bagi Rakyat- Sebuah Studi Tentang Prinsip- prinsipnya, Penanganannya Oleh Pengadilan Dalam Lingkungan Peradilan Umum Dan Pembentukan Peradilan Administrasi Negara*, Bina Ilmu, Surabaya, p.30.

10 Oeripan Notohamidjojo, 1970, *Makna Negara*

real democratic state of law this term is wrong, because if we remove *democratische rechtsstaat*, the important and the primary is *rechtsstaat*¹¹,

There are twelve main principles of the State of Law (*Rechtsstaat*) that applies today. Twelfth of the basic principles are the main pillars that hold up the establishment of a modern state that can be called as the State of Law (The Rule of Law, or *Rechtsstaat*) in the true sense. 1) Rule of Law (Supremacy of Law): The existence of normative and empirical recognition of the principle of the rule of law; 2) Equality in Law (Equality before the Law), the position of each person in law and government, recognized normative and empirical implemented are the same; 3) The principle of legality (Due Process of Law), In every State of Law, required the enactment of the principle of legality in all its forms (due process of law), that all government action should be based on legislation valid and in writing; 4) Limitation of Powers, 5) Executive Organs The Independent Characteristically, 6) Independent and Impartial Judiciary; 7) Administrative Courts, Despite the administrative courts also involves the principle of free and impartial judiciary, but *penyebutannya* specifically as the main pillar of the State of Law still needs to be confirmed; 8) State Administrative Court (Constitutional Court), 9) Protection of Human Rights; 10) Characteristically Democratic (*Democratische Rechtsstaat*); 11) Serves as a Means of Achieving Objectives Welfare (Welfare *Rechtsstaat*); and 12) Transparency and Social Control. but *penyebutannya* specifically as the main pillar

Hukum, Badan Penerbit Kristen Jakarta, p.27.

11 Padmo Wahyono, 1984, *Guru Pinandita*, Publisher University of Indonesia, Jakarta, p. 67.

of the State of Law still needs to be confirmed; 8) State Administrative Court (Constitutional Court), 9) Protection of Human Rights; 10) Characteristically Democratic (*Democratische Rechtsstaat*); 11) Serves as a Means of Achieving Objectives Welfare (Welfare *Rechtsstaat*); and 12) Transparency and Social Control. but *penyebutannya* specifically as the main pillar of the State of Law still needs to be confirmed; 8) State Administrative Court (Constitutional Court), 9) Protection of Human Rights; 10) Characteristically Democratic (*Democratische Rechtsstaat*); 11) Serves as a Means of Achieving Objectives Welfare (Welfare *Rechtsstaat*); and 12) Transparency and Social Control.

2. Limited liability company

Under Article 1 of the Company Act No. 40 of 2007 the notion Company Limited (the Company) is a legal entity which is a capital alliance, established under the agreement, engage in business with a capital base that is entirely divided into shares, and meet the requirements set forth in this law and regulations implementation¹²,

To establish PT, must use the official agreement (agreement made by the notary) in which the listed names of limited liability companies, capital, business, company address, and others. This agreement must be approved by the Minister of Justice and Human Rights of the Republic of Indonesia (formerly Ministry of Justice)¹³, To obtain permission from the justice minister, must meet the following requirements:

1. Limited liability company is not contrary to public order and morality;

12 Muhibbuthabary. 2015. *Dinamika Dan Implementasi Hukum Organisasi Perusahaan Dalam Sistem Hukum Indonesia*. Ash-Syari'ah Journal Vol. 17 No. 3, December 2015.

13 *Ibid*.

2. The agreement of establishment meets the requirements established by law; and
3. At least the issued and paid-up is 25% of the authorized capital. (In accordance with Act No. 1 of 1995 and Act No. 40 of 2007, both on Limited Liability Companies).

3. Legality Theory of Articles of Association and Articles of Households

Agreement letter of approval or recognition made by officials who do not meet the requirements as stipulated Act, then the certificate is not authentic agreements, but have the power as a agreement under hand. An authentic agreement is a agreement signed by the parties concerned, as defined in the Act as a Notary¹⁴, PPAT, Registrar, spokesman Sita, Civil Servants, Judges, clerks and so on Marriage Registration¹⁵,

Legal compliance of the company is evidenced by documents, then called the documents of the company. According to Article 1 paragraph (2) of Act No. 8 of 1997, is a company document data, records, or information created or received by the company in the implementation of its activities, whether written on paper or other

medium or recorded in any form patterns which can be seen, read, or heard. Documents of the company consists of financial documents and other documents. Financial documents consisted of records, proof of bookkeeping and financial administration supporting data that is evidence dsr rights obligations as well as the business activities of a company.

In connection with the certainty of the law including the rights and obligations of a person takes the role of a notary. Notary role of aid gives legal certainty and legal protection for the public is very important. The role of the notary is more of a precautionary or preventive legal problems in the future by creating authentic act related to the legal status, rights and obligations of a person in law, and others that serve as evidence that the most perfect in the court that in the event of disputes and obligations that¹⁶,

Article 1870 of the Civil Code it is said that the authentic act gives absolute agreement to the parties who made it. Thus, the authentic act in the form of agreements made on the authority of notary reserved for making a device or tool that absolute proof and therefore authentic act is in essence rated correctly. So it is very important, especially those who need the personal or business affairs.

Notary agreement was instrumental in creating legal certainty for its authentic nature and can be used as a means of proving strong and when there are problems associated with the agreement. Today the need for an authentic agreement as proof meningkatkannya increasing with the business relationship in various fields of

14 Siti Nurdiyah Fauza Tuanaya, Denny Suwondo. 2018. The Notary In Authoritys Making Of hypotheek renewal Journal of Law (Vol V 1 April to August 2018). p. 13. Agreement basically contain the formal correctness notified in accordance with what the parties to the Notary. Notary is obliged to enter a agreement that really understood in accordance with the will of the parties and read out to the parties about the contents of the agreement. Statements or statements of the parties by notary agreement.

15 Abdul Manan, 2000, *Penerapan Hukum Acara Perdata Dalam Teori dan Praktek*, Usaha Nasional, Surabaya, p. 138.

16 Sjaifurahman and Habi Adjie. 2011. *Aspek Pertanggungjawaban Notaris dalam Pembuatan Akta.*. Mandar Maju, Bandung, p. 7-8.

business both from local to international scale¹⁷,

4. Overview and Effects on Consolidation

The review was reviewing the opinion, views, opinions (after investigating, studying), pebuatan reviewing¹⁸, Legal review is the aspect of legal certainty in a legal product, when a product does not have the legal certainty of law, then the law would clearly the product away from the will of the people¹⁹, The law itself is a form of regulation the norms and sanctions that are made with the aim to regulate human behavior, policing, justice, prevent chaos. According to Achmad Ali give a legal definition is:

A set of rules or size arranged in a system that determines what can and can not do human beings as citizens in public life. The law comes from the community itself and from other sources recognized the enactment by the highest authority in the community, as well as actually applied by the community as a whole in his life. If the rules are violated will give authority to the supreme authority to impose sanctions that are external "²⁰.

Consolidated derived from English "Consolidation", which means "fusion". In simple terms the company's consolidation means merging two or more by forming a new company and dissolve the company joined²¹, Said the company refers to capital consists of holdings (shares). While the word "unlimited" refers to the responsibility of shareholders does not exceed the nominal value of the shares taken part and its²², Company Limited provides convenience for the owner (shareholder) was to divert the company (to everyone) to sell its entire stake in the company. Act No. 40 of 2007 defines as a Limited Liability Company;

The legal entity which is a capital alliance, established under the agreement, engage in business with an initial capital which is entirely divided into shares and meet the requirements set forth in this law and its implementing regulations.

Based on the survey results revealed that the agreement of AD / ART PT Perkebunan Nusantara IX Post-Consolidated, has been through the process in accordance with the laws and regulations that apply and meet the required legal aspects. The agreement of establishment including articles of association and other information relating to the establishment of the Company. In principle, in addition subject to the Act No. 40 About Company Limited (Company Law) a company should

17 Sjaifurahman and Habi Adjie. *Ibid.* h. 8

18 Tryavelia Sirait, 2017, *Tinjauan terhadap Biaya Administrasi atas Penarikan Uang Tunai oleh Bank Kepada Nasabah di Bank Rakyat Indonesia Cabang Balige*, JOM Faculty of Law, Vol. IV No. 2, October, p. 7

19 Christian PW Hutasoit, 2017, *Pemutusan Hubungan Kerja Akibat Keadaan Memaksa (Force Majeure) di PT. Cimb Niaga Auto Finance Cabang Surabaya ditinjau dari Undang-Undang Nomor 13 Tahun 2003 Tentang Ketenagakerjaan*. JOM Faculty of Law Volume IV No. 2, October, p. 4

20 Achmad Ali, 2015. *Menguak Tabir Hukum*, Ed.2,

Kencana, Jakarta, p. 11

21 Rachmadi Usman, 2001, *Aspek-aspek Hukum Perbankan di Indonesia*. Gramedia Pustaka Utama, Jakarta, p. 86

22 Ahmad Yani & Gunawan Widjaja, 2006, *Seri Hukum Bisnis Perseroan Terbatas*, Raja Grafindo Persada, Jakarta, p. 1

also be subject to the articles of association of the Company that have been defined. In other words, the articles of association is the rule in a limited liability company²³,

Statutes minimum load; 1) name and domicile of the Company; 2) the purpose and objectives and business activities of the Company; 3) The period of the founding of the Company; 4) the amount of the authorized, issued and paid-up capital; 5) the number of shares, class of shares if there is a following for each classification number of shares, the rights attached to each share, and the nominal value of each share; 6) the name of position and the number of members of the Board of Directors and Board of Commissioners; 7) determination of the place and manner of implementation of the GMS; 8) procedures for the appointment, replacement, dismissal of members of the Board of Directors and Board of Commissioners; 9) procedures for the use of profits and dividend distribution.

Research findings showed, agreement of AD / ART PT Perkebunan Nusantara IX Post-Consolidation. In agreement AD / ART PT Perkebunan Nusantara IX Post-Consolidation mentioned in the following visual.

(Original Agreement)

DATA AKTA PENDIRIAN PERSEROAN
(Pasal 8 ayat (1) dan Pasal 12 UU No. 1/1995)

1. Nama Perseroan : Perusahaan Perseroan (Persero) PT. PERKEBUNAN NUSANTARA IX disingkat PTPN LX . (PERSERO).
2. Tempat Perseroan Kedudukan : Kotamadya Surakarta. Propinsi Jawa Tengah
3. NPWP Perseroan
 - a. Nomor : 1.752.208.7-526.
 - b. Kantor Pelayanan Pajak yang mengeluarkan : Surakarta
4. a. Status Perseroan : Tertutup
b. Jenis Perseroan : Badan Usaha Milik Negara.
5. Akta Pendirian
 - Tanggal dan Nomor Akta : 11 Maret 1996 nomor 42.
 - Nama dan Tempat Kedudukan Notaris : HARUN KAMIL, Sarjana Hukum Notaris di Jakarta.
6. Pendiri Perseroan : Negara Republik Indonesia.
 - a. diwakili oleh
 - Nama : Profesor Doktor Insinyur Haji SJARIFUDDIN BAHARSJAH.
 - Tempat/Tanggal Lahir : Sindang Laut, 16 Mei 1933.
 - Status Pekerjaan : Menteri Pertanian Republik Indonesia.
 - Alamat : Jalan Widya Chandra nomor 28, Rukun Tetangga 007, Rukun Warga 001, Kelurahan Senayan, Kecamatan Kebayoran Baru, Jakarta Selatan.
 - KTP Nomor : 4701.27317/160533061.
 - Kewarganegaraan : Indonesia
 - Selaku Kuasa berdasarkan Surat Kuasa tertanggal 11 Maret 1996 nomor SKU-161/MK/1996 dari Menteri Keuangan Republik Indonesia yang dalam jabatannya mewakili Pemerintah oleh karenanya bertindak untuk dan atas nama Negara Republik Indonesia.
 - b. Pejabat Pendamping
 - Nama : Doktor Insinyur ANDUNG NITIMIHARDJA
 - Tempat/Tanggal Lahir : Bandung, 4 April 1950.
 - Status Pekerjaan : Direktur Perusahaan, Pertanian dan Kehutanan Departemen Keuangan Republik Indonesia.
 - Alamat : Jalan Perhutut nomor 19 A, Rukun Tetangga 009, Rukun Warga 011, Kelurahan Grogol Selatan, Kecamatan Kebayoran Lama, Jakarta Selatan.
 - KTP Nomor : 4502.32467/0404500424.
 - Kewarganegaraan : Indonesia.
 - Selaku Pejabat Pendamping dari Departemen Keuangan Republik Indonesia.
1. Perseroan didirikan : Dengan jangka waktu 75 tahun.
2. Maksud dan Tujuan Perseroan : untuk turut melaksanakan dan menunjang kebijaksanaan dan Program Pemerintah di bidang ekonomi dan Pembangunan Nasional pada umumnya, khususnya di Sub Sektor Pertanian dalam arti seluas-luasnya dengan tujuan memupuk keuntungan berdasarkan Prinsip-prinsip perusahaan yang sehat berlandaskan kepada azas:
 - a. Mempertahankan dan meningkatkan sumbangan bidang perkebunan bagi pendapatan Nasional melalui upaya peningkatan produksi dan pemasaran dari berbagai jenis komoditi perkebunan untuk kepentingan konsumsi dalam negeri maupun ekspor, sekaligus dalam rangka meningkatkan ekspor non-migas;
 - b. Memperluas lapangan kerja dalam rangka meningkatkan kesejahteraan rakyat pada umumnya serta meningkatkan taraf hidup petani dan karyawan pada khususnya;
 - c. Memelihara kelestarian sumber daya alam dan lingkungan, air dan kesuburan tanah.
3. Kegiatan Usaha Perseroan : a. Pengusahaan budidaya tana man meliputi pembukaan dan pengolahan lahan, pembibitan, penanaman dan pemeliharaan serta melakukan kegiatan-kegiatan lain yang sehubungan dengan pengusahaan budidaya tanaman tersebut;
b. Produksi meliputi pemungutan hasil tanaman, pengolahan hasil tanaman sendiri maupun dari pihak lain menjadi barang setengah jadi atau barang jadi;
c. Perdagangan meliputi penyelenggaraan kegiatan pemasaran berbagai macam hasil produksi serta melakukan kegiatan perdagangan barang lainnya yang sehubungan dengan kegiatan usaha Perseroan;

23 Article 4 of the Company Law: The Company applies this law, the articles of association of the Company, and the provisions of other legislation.

Figure 1. Pieces AD / ART PTPN IX after consolidation

Statutes can also contain other provisions not contrary to the law of origin. If there is a conflict between the statutes and Company Law, shall prevail Law of PT²⁴. The articles of association shall not contain: 1) the provision of fixed interest receipts for shares; and the rules on granting personal benefits to the founders or other parties.

Related to the Company's name there are several things that must be addressed as follows:

1. Article 16 of the Company Law stipulates that liability company may not use a name that: a) have been used legally by another company or the same in principle with the name of another company; b). contrary to public order and / or morality; c). the same or similar to the name of the state institutions, government agencies, international agencies, except by permission of the concerned; d) does not comply with the intent and purpose, as well as business activities, or show purposes and objectives of the Company without proper name; e). consist of a number or series of numbers, letters or a series of letters that do not form words; or f). have meaning as the Company's legal entity, or civil partnership.
2. The Company's name should be preceded by the phrase Company Limited or abbreviated PT.
3. In the case of listed companies in addition to the provisions referred to in No. 2 above, at the end of the Company's name plus the word stands for Tbk. If there is no written abbreviation Tbk, means the Company's status as closed.

4. Further provisions on the procedure use of the name of the Company is regulated by the Government.

The Company has the locus (also the headquarters) of the Company in the city or county in Indonesian territory specified in the statutes. This provision does not rule out the possibility of the Company has a domicile in the village or in the district along the base budget includes the name of your city or county of the village and the township. The Company shall have the intent and purpose (the main business companies) and business activities are included in the articles of association of the Company in accordance with the provisions of the legislation (Article 18 of the Company Law).

C. CONCLUSION

Based on the study above, it can be concluded that the Agreement of AD / ART PT Perkebunan Nusantara IX Post-Consolidation PTP XV-XVI (Persero) With PTP XVIII (Persero), in accordance with the process and the provisions of the legislation in force. Renewal of the law against the validity of the certificate by the emergence of consolidation between PTP XV, XVI and PTP PTP PTPN IX XVII into legal effect despite changes in the AD / ART PT Perkebunan Nusantara IX terlegislasi it in front of the State Authorized Officer (Notary).

The general meeting of shareholders (AGM) of PTPN IX are listed by Agreement Harun Kamil, SH No. 42 dated March 11, 1996, authorized by the Minister of Justice No. C2-8337.HT.01.01.TH.96 dated August 8, 1996, is amended by agreement of Notary Sri Rahayu Hadi Prasetyo, SH 1 August 9, 2002 and ratified by the Decree of the Minister of Justice and Human Rights No. C-19302 HT.01.04.TH.2002 7 October

24 Explanation Article 4 of the Company Law

2002, the elements of 1) the name and the domicile of the Company; 2) the purpose and objectives and business activities of the Company; 3) The period of the founding of the Company; 4) the amount of the authorized, issued and paid-up capital; 5) the number of shares, class of shares if there is a following for each classification number of shares, the rights attached to each share, and the nominal value of each share; 6) the name of position and the number of members of the Board of Directors and Board of Commissioners; 7) determination of the place and manner of implementation of the GMS; 8) procedures for the appointment, replacement, dismissal of members of the Board of Directors and

Board of Commissioners; 9) procedures for the use of profits and dividend distribution.

These findings constitute legal reforms regarding the merger of three limited liability company (PT) became one of PTPN IX should be used as an input to entrepreneurs who want to consolidate with another company. Fulfillment of legality certificate is needed so that the consolidation of the legal function contained in the AD / ART organization can be used as a reference in the management of the company. When a deviation occurs in the management company and does not match the AD / ART has been determined, then the deviation can be completed as per the norm applicable law.

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