

Legal Consequences of Financing a PT Established by Husband and Wife Without a Marriage Agreement on the Signing of a Lease Agreement

M. Madaninabawi^{*)} and Jawade Hafidz^{**)}

^{*)} Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, E-mail: madaninabawi@gmail.com

^{**)} Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, E-mail: jawade@unissula.ac.id

Abstract. *The purpose of this study is to analyze: 1). Regulation of the establishment of a limited liability company by a married couple without a marriage agreement on the signing of a lease agreement in a finance company. 2). The legal consequences of a Limited Liability Company established by a married couple without a marriage agreement are the signing of a lease agreement at a finance company. The research method used in this research is normative juridical research. The data in this study uses secondary data, which is sourced from library materials, while the data analysis uses qualitative analysis. The conclusions in this study are: 1) The regulation of the establishment of a Limited Liability Company by a married couple without a marriage agreement on the signing of a lease agreement in a finance company, namely basically there is no clear statutory regulation regarding the establishment of a Limited Liability Company (PT) by a married couple without a marriage agreement, In practice, it is possible for a Notary to continue serving on the grounds that a PT is an agreement between two or more people and husband and wife as legal subjects have rights and obligations under the law. Even in the establishment of a PT, the Indonesian Ministry of Law and Human Rights - SABH never questioned husband and wife or not, the legal entity of the PT was still ratified. Generally, the lease agreement made is in the standard form made by the lessor, while the lessee only agrees to it. The agreement made is binding on the parties who make it. 2) The legal consequences of a Limited Liability Company established by a married couple without a marriage agreement on the signing of a lease agreement at a finance company, namely the agreement is valid if it fulfills the conditions in the agreement, but in the event of bankruptcy or default in the lease agreement, the liability for the debt or losses to the finance company are not only borne by the*

assets available in the PT, if the assets in the PT are not sufficient to pay the debts, then husband and wife as well as founders and shareholders will share in the use of the joint assets.

Keywords: Agreement; Company; Financing; Lease; PT.

1. Introduction

The era of globalization makes economic development and the business world grow rapidly. This can be seen from the increasing number of business actors who run their business by establishing a business entity that is not a legal entity or a business entity that is a legal entity. The forms of business entities in Indonesia are forms of business entities that adopt the forms of business in the Netherlands.¹ Business actors in carrying out their business prefer to establish a business entity that is a legal entity, namely a Limited Liability Company (PT). Limited Liability Company (PT) is the most popular form of economic activity today. This is because the Limited Liability Company (PT) has limited liability, besides that it also provides convenience for the owner (shareholder) to transfer the company by selling all shares owned in the company.²

A Limited Liability Company is a business entity which is a legal entity in which the status of the legal entity results in the Limited Liability Company having its own assets and responsibilities. The corporate status of a Limited Liability Company (PT) is the first element of all elements inherent in the definition of a limited liability company as described in Article 1 number 1 of Act No. 40 of 2007.³ A Limited Liability Company (PT) is established based on an agreement, as stated in Article 1313 of the Civil Code, an agreement is an act where one or more people bind themselves to one or more other people. Article 7 paragraph (1) of Act No. 40 of 2007 requires that a Limited Liability Company be established by 2 (two) or more persons with a Notary⁴ Deed drawn up in the Indonesian

¹Johannes Ibrahim, 2006, Law on the Organization of Partnership and Business Entity Patterns, Refika Aditama, Bandung, p. 21

²Ahmad Yani and Gunawan Widjaja, 1999, Business Law Series, Limited Liability Companies, Raja Grafindo Persada, Jakarta, p. 1

³Herri Swantoro, 2019, Limited Liability Company Law and the Threat of Bankruptcy, Rayyana Communicationsdo, Jakarta, p. 17

⁴ A Chuasanga, Ong Argo Victoria. (2019). *Legal Principles Under Criminal Law in Indonesia and Thailand*, Jurnal Daulat Hukum, Vol 2, No 1 (2019) <http://jurnal.unissula.ac.id/index.php/RH/article/view/4218> see also Deen, Thaufiq., Ong Argo Victoria & Sumain. (2018). *Public Notary Services In Malaysia*. JURNAL AKTA: Vol. 5, No. 4, 1017-1026. Retrieved from <http://jurnal.unissula.ac.id/index.php/akta/article/view/4135>

language, in this case what is meant by person is an individual, either an Indonesian citizen or an Indonesian citizen or foreign legal entities.⁵

Limited Liability Company (PT) must be established at least there must be 2 (two) people, less than 2 (two) people Limited Liability Company (PT) cannot be established. In principle, married couples without a marriage agreement cannot establish a Limited Liability Company (PT). If there is no marriage agreement, the husband and wife are 1 (one) legal subject related to property ownership during the marriage. This means that a married couple without a marriage agreement has only one source of property, namely joint property.⁶

Joint assets are assets acquired during marriage outside of inheritance or gifts, meaning assets acquired on their own or on their own during the period of the marriage bond.⁷ The property that existed between the husband and wife before the marriage will remain their respective property. Therefore, a married couple who still wishes to establish a Limited Liability Company (PT) and become shareholders of the Company, they can seek 1 (one) other person to become another founder and other shareholder of the Company.

In principle, husband and wife are considered as 1 (one) legal subject in terms of ownership of property during marriage.⁸ However, if a husband and wife continue to wish to establish a Limited Liability Company (PT) without other parties as founders and shareholders of the Company, then the husband and wife must have a marriage agreement in order to have separate assets. Marriage Agreement (*Huwdijks or Huwelijkse Voorwaarden*) is an agreement made by two prospective husband and wife before their marriage takes place, to regulate the consequences of marriage involving assets.⁹

Business actors who own a Limited Liability Company (PT) can get additional capital goods, one of which is through a Financing Institution. Financial institutions also act as one of the potential alternative sources of financing to support the national economy.¹⁰ Financing Institution is a business entity that carries out financing activities in the form of providing funds or capital goods. The business activities of finance companies include leasing, factoring, credit

⁵Munir Fuady, 2003, *New Paradigm Limited Liability Company*, Citra Aditya Bakti, Bandung, p. 2.

⁶ Article 35 of Law Number 1 of 1974 concerning Marriage.

⁷Ahmad Rofiq, 1995, *Islamic Law in Indonesia*, Raja Grafindo Persada, Jakarta, p. 200

⁸ Article 119, Civil Code.

⁹R. Soetojo Prawirohamidjojo Pohan, (2008), *Hukum Orang & Keluarga*, Surabaya: Pusat Penerbitan & Percetakan Unair, p. 74

¹⁰Abdulkadir Muhammad & Rilda Murniati, (2000), *Segi Hukum Lembaga Keuangan & Pembiayaan*, Bandung: Citra Aditya Bakti, p. 5

card business, and/or consumer financing¹¹. Finance companies are business entities that carry out financing activities for goods and/or services.¹² Finance companies that carry out business activities in the form of leasing in Indonesia are better known as leasing. The main activity of leasing companies is to engage in financing for the purposes of capital goods desired by customers.¹³

Based on the description above, this study will discuss further about "the legal consequences of a Limited Liability Company established by a married couple without a marriage agreement on the signing of a lease agreement in a finance company". This study attempts to answer the regulation regarding the establishment of a limited liability company by a married couple without a marriage agreement on the signing of a lease agreement in a finance company and the legal consequences of a limited liability company established by a married couple without a marriage agreement on the signing of a lease agreement in a finance company.

2. Research Methods

The approach method used in this research is a normative juridical approach. Normative juridical research is focused on examining the application of positive legal rules or norms. Sources of data using secondary data, which is sourced from library materials. The data that has been collected both from library research is analyzed using qualitative analysis methods.

3. Results and Discussion

3.1. Arrangements for the Establishment of a Limited Liability Company by a Married Partner without a Marriage Agreement on the Signing of a Lease Agreement at a Financing Company

Company Limited Liability Company (PT), hereinafter referred to as a company, is a legal entity which is a capital partnership, established based on an agreement, conducting business activities with authorized capital which is entirely divided into shares and fulfills the requirements stipulated in this law and its implementing regulations explicitly in Article 1 paragraph (1) of Act No. 40 of

¹¹ Article 3 Regulation of the President of the Republic of Indonesia Number 9 of 2009 concerning Financing Institutions.

¹² Article 1 and 3 point 1 of the Regulation of the Financial Services Authority of the Republic of Indonesia Number 35/POJK.5/2018 concerning the Implementation of the Business of Financing Companies

¹³ Kasmir, (2013), *Bank & Lembaga Keuangan Lainnya*, Jakarta: Raja Grafindo Persada, p. 242

2007 concerning Limited Liability Companies. According to Soedjono Dirjosisworo Limited Liability Company is a legal entity established based on an agreement, conducting business activities with authorized capital which is entirely divided into shares, and fulfills the requirements of Act No. 40 of 2007,¹⁴ while according to HMN Purwosutjipto, a limited liability company is a partnership in the form of a legal entity. This legal entity is not called a “partnership” but a “company” because the capital of the legal entity itself is from its holdings or shares.¹⁵ Every company carrying out business activities means running a company, namely activities in the economic field with the aim of making profits and/or profits. In order for a business activity to be legal, it must obtain a business license from the competent authority and be registered in the company register according to the applicable law.¹⁶

In general, the procedure for establishing a Limited Liability Company (PT) must go through several stages, namely:¹⁷

- a. Submission of a Limited Liability Company Name. The company name submission is registered by a notary through the Legal Entity Administration System (Sisminbakum) of the Ministry of Law and Human Rights.
- b. Making Deed of Establishment of PT. The deed of establishment is made by an authorized notary throughout the territory of the Republic of Indonesia to further obtain approval from the Minister of the Ministry of Law and Human Rights.
- c. Making SKDP. The application for SKDP (Certificate of Domicile of the Company) is submitted to the local sub-district office according to the address where the PT office is located, which is proof of the statement/presence of the company address (building domicile, if in a building).
- d. Making NPWP. The application for NPWP registration is submitted to the Head of the Tax Service Office in accordance with the domicile of PT. Other requirements needed are: personal TIN of the Director of

¹⁴Soedjono Dirjosisworo, (1997), *Hukum Perusahaan Mengenai Bentuk-Bentuk Perusahaan (badan usaha) di Indonesia*, Bandung: Mandar Maju, p. 48

¹⁵H.M.N. Purwosutjipto, (1997), *Pengertian Pokok Hukum Dagang Indonesia*, Jakarta: Djambatan, p. 85

¹⁶J.Satrio, (2001), *Hukum Perikatan, Perikatan Yang Lahir Dari Perjanjian*, Book I, Bandung: Citra Aditya Bakti, p. 12.

¹⁷<https://ppid.semarangkota.go.id/>

PT, photocopy of the Director's KTP (or photocopy of Passport for foreigners, especially PT PMA), SKDP, and deed of establishment of PT.

- e. Preparation of the Company's Articles of Association. This application is submitted to the Minister of Law and Human Rights to obtain ratification of the Company's Articles of Association (deed of establishment) as a PT legal entity in accordance with the Company Law. The requirements needed include:
 - 1) Proof of bank deposit equal to paid-in capital in the deed of establishment.
 - 2) Proof of Non-Tax State Revenue (PNBP) as payment for state official reports.
 - 3) Original deed of establishment.
- f. Apply for SIUP

This SIUP is useful so that PT can carry out its business activities. However, it should be noted that every company should make a SIUP, as long as the business activities it carries out are included in the Indonesian Standard Classification of Business Fields (KBLUI) as stipulated in the Regulation of the Head of the Central Statistics Agency Number 57 of 2009 concerning the Standard Classification of Indonesian Business Fields. The application for registration of SIUP is submitted to the Head of the Sub-Department of Industry and Trade and/or Cooperatives for Micro, Small and Medium Enterprises and Trade in the relevant city or district in accordance with the domicile of PT.

1) Submitting Company Registration Certificate (TDP)

The application for registration is submitted to the Head of the Sub-Department of Industry and Trade and/or Cooperatives of Micro, Small and Medium Enterprises and Trade in the relevant city or district in accordance with the domicile of the company.

2) State Official Report of the Republic of Indonesia (BNRI)

After the company is required to register a company and has received approval from the Ministry of Law and Human Rights, it must be announced in the BNRI, then the PT has perfect status as a legal entity

The establishment procedure above requires that the establishment of a Limited Liability Company (PT) be established by at least two or more persons, as stated in Article 7 paragraph 1 of Act No. 40 of 2007 concerning Limited Liability Companies. This law does not clearly regulate the requirements of the founders of PT, so that in practice there are still multiple interpretations, especially regarding the establishment of PT which is carried out by husband and wife

without a marriage agreement.

The practice experienced by a notary in the field regarding husband and wife who will establish or as shareholders in a Limited Liability Company (PT), there are three opinions or attitudes, namely:¹⁸

- 1) There are notaries who never serve at all or reject the establishment of a PT whose founders are husband and wife if there is no marriage agreement between the husband and wife.
- 2) There is a notary who serves the establishment of a PT whose founders are husband and wife on condition that they include third or more parties as founders or as shareholders in the company.
- 3) A notary serves the establishment of a PT whose founders are husband and wife even though there is no marriage agreement between the husband and wife, or there is no need to include third or more parties. This attitude is named by the assumption theory by Habib Adjie.

For these three attitudes there are no firm rules that allow or forbid, but are only interpretations or habits of previous notaries which are then continuously followed by notaries until now, maybe even in the future, so we can say that these three attitudes are something true. , as long as it is consistent with that attitude, with a note not to blame other attitudes that are different from one another.

Regarding the first attitude, there is a notary in carrying out his duties and positions¹⁹, refusing to serve the community to make a Limited Liability Company (PT) deed if the founders are husband and wife and they have never or did not make a marriage agreement. This attitude is based on an understanding or understanding that if husband and wife (as legal subjects) do not make an agreement to separate assets, then in their marriage there is a complete union of assets that are bound and considered one legal subject. This means that all legal actions that will be taken by husband and wife must give mutual consent, while in this case the arrangement for the establishment of a Limited Liability Company (PT) is based on an agreement established by two or more people and each

¹⁸Habib Adjie, (2013), *Menjalin Pemikiran – Pendapat tentang Kenotariatan (Kumpulan Tulisan)*, Bandung: Citra Aditya Bakti, p. 1

¹⁹ Ong Argo Victoria, Ade Riusma Ariyana, Devina Arifani. (2020). Code of Ethics and Position of Notary in Indonesia. *Sultan Agung Notary Law Review* 2 (4), 397-407, <http://lppm-unissula.com/jurnal.unissula.ac.id/index.php/SANLaR/article/view/13536> see also Yaya Kareng, Ong Argo Victoria, R. Juli Moertiyono. (2019). How Notary's Service in Thailand. *Sultan Agung Notary Law Review*, 1 (1), 46-56, <http://jurnal.unissula.ac.id/index.php/SANLaR/article/view/4435>

founder must set aside his assets as the initial assets of the PT.

The attitude number 2 also needs to be studied further, meaning that even if it includes a third party or more, there is no effect on the property of the husband and wife, there is still a union of marital property. Likewise with the third attitude, whether or not there is a marriage agreement, whether or not there is a third party entering as the founder, as long as the founders of two people, even though they are husband and wife, are still served in making PT on the grounds that the PT is an agreement between two or more people and the husband wife as a legal subject has rights and obligations according to law. Even in the establishment of a PT, the Indonesian Ministry of Law and Human Rights - SABH never questioned husband and wife or not, the legal entity of the PT was still ratified.²⁰

When a husband and wife establish a PT and the capital of the founders is listed in their articles of association with a predetermined amount, then at that time it can be considered that the husband and wife have separated some of the joint assets into their respective property as the capital of the PT they founded. The husband and wife have been deemed to have separated some of their joint property, which will last until they are divorced or one or both of them dies, resulting in inheritance. The existence of these different decision attitudes can directly confuse the people who will establish a PT whose founders are husband and wife. The public will judge that the notary will have a different attitude towards the establishment of a PT whose founders are husband and wife.

Article 7 paragraph (5) and (6) of Act No. 40 of 2007 concerning Limited Liability Companies states:

(5) After the Company has obtained the status of a legal entity and the shareholders have become less than 2 (two) persons, within a maximum period of 6 (six) months as of the said circumstances, the shareholders concerned must transfer part of their shares to another person or the Company issues new shares to others.

(6) In the event that the period as referred to in paragraph (5) has been exceeded, the shareholders remain less than 2 (two) persons, the shareholders are personally responsible for all engagements and losses of the Company, and at the request of the interested party, the district court may dissolve the Company.”

If studied further, the stipulation of the Article contains the principle of

²⁰ Ibid., p.3

prohibition of a single shareholder and conceptually the prohibition of a single shareholder has several meanings as follows:

- a. Ensure that the elements of the agreement in the establishment of the company are still reflected.
- b. Avoiding smuggling of personal responsibility from shareholders by using a limited liability company form of business. In addition, the sole shareholder does not reflect the limited liability company as a business entity whose capital consists of shares intended to involve other parties with a limited liability system.
- c. Realizing the basis of kinship, namely for violations of this prohibition causing the sole shareholder to be personally responsible for the company's engagements or actions to third parties.²¹

Limited Liability Company as a legal entity that has a separate entity principle from its shareholders. Limited Liability Companies also have the characteristic of limited liability of their shareholders. The principle of separate entity and separate liability applies when a limited liability company has obtained legal entity status from the Minister of Law and Human Rights of the Republic of Indonesia.

The Legal Entity Administration System is currently unable to connect to the existing database in the Population and Civil Registration Service database, this is not possible if every time to establish a Limited Liability Company in making a Notary deed must check with the Population and Civil Registration Service. About marital status of the founders in a Limited Liability Company, so that if a husband and wife establish a Limited Liability Company, the Minister of Law and Human Rights cannot refuse the application or ratification of the Establishment of a Limited Liability Company by the husband and wife, so to avoid this, an online system for the database between the Administration of Legal Entities and the Department of Population and Civil Registration to find out the marital status of Indonesian citizens.

Given that there are no clear statutory regulations regarding the establishment of a Limited Liability Company (PT) by a married couple without a marriage agreement, in practice it is possible for a notary to make a deed of establishment. After obtaining the deed of establishment from a notary, the Limited Liability Company (PT) may apply for a lease to a finance company, due

²¹Agus Budiarto, (2009), *Kedudukan Hukum & Tanggung Jawab Pendiri Perseroan Terbatas*, Mataram: Ghalia Indonesia, p. 37.

to a lack of capital. A Limited Liability Company (PT) that will apply for financing in the form of a finance lease to a finance company must be placed in a written agreement called a Lease Agreement. A Lease Agreement is an agreement made between a lessor and a lessee which contains a conditional employment contract between the two parties, the lessor and the lessee.²² The lessor is a financing company, while the lessee is the party that applies for financing.

Leases are businesses and institutions in the form of providing capital goods either by finance lease or operating lease to be used by the lessee as a business actor for a certain period of time based on periodic payments. Based on the above understanding, it can be seen that there are two types of leases, namely finance leases with option rights and operating leases without option rights. Leases involve several parties such as the leasing company (lessor), the lessee and the provider of the object of the lease (supplier).²³ Lessor in providing financing, one must have confidence that the lessee is able to pay the installments properly, so that the lessor requires data and research beforehand on the request for financing by the lessee. The lessor's confidence in the lessee's ability to apply the 5 C principles, which consists of character, capacity, capital adequacy, economic conditions and collaterals.²⁴

Generally, the lease agreement made is in the standard form made by the lessor, while the lessee only agrees to it. The agreement made is binding on the parties who make it. Everyone is free to enter into an agreement, as long as the agreement fulfills the requirements regarding the validity of the agreement as regulated in Article 1320 of the Civil Code. As long as it meets the requirements as regulated by legislation, then leasing applies and the provisions regarding engagement as contained in the third book of the Civil Code, also applies to leasing.

The stages of implementing a lease agreement between a Limited Liability Company (PT) and a finance company are:

- 1) Pre-contractual stage (before the agreement)

At this stage, it consists of several series of activities which include Negotiation (bargaining, confirmation (notification), feasibility evaluation, and decision.

- 2) Contractual Stage (the occurrence of the agreement)

²²Kasmir, Op.cit., p. 247

²³ Aprilianti, Perjanjian Sewa Guna Usaha Antara Lessee & Lessor, *Jurnal Ilmu Hukum*, Volume 5 Nomor 3, 2011, p.1

²⁴ Ibid.

This stage is a series of activities for signing an agreement by the prospective lessee with the lessor. The signing of the agreement is a sign that the prospective lessee has agreed on the contents of the standard agreement that has been made by the lessor. At this stage, both parties have agreed to carry out their respective rights and obligations in accordance with the contents of the agreement.

The occurrence of an agreement between the PT (lessee) and the financing company (lessor) results in the emergence of rights, obligations and responsibilities between the parties. Article 1338 paragraph (1) of the Criminal Code concerning agreements applies as law for the parties, meaning that the agreement has binding and coercive power and provides legal certainty for the parties who make it. So that the parties must obey the agreement the same as obeying the law or in other words the parties must carry out the rights and obligations contained in the agreement properly.

3.2. Legal Consequences on a Limited Liability Company Established by a Married Couple without a Marriage Agreement on the Signing of a Lease Agreement at a Financing Company

Leasing agreements are increasingly popular due to the development of industry and trade in Indonesia, in leasing it is said that the lessee is the owner is the lessor borne the economic risk of the goods being rented, because he gets all the benefits from the goods.²⁵

The legal consequence of a PT established by a married couple without a marriage agreement on the lease agreement is that the agreement is valid if it fulfills the conditions in the agreement, but in the event of bankruptcy or default in the lease agreement, the liability for the debt or loss -losses to the finance company are not only borne by the assets available in the PT, if the assets in the PT are not sufficient to pay the debt, then husband and wife as well as founders and shareholders will share and use their joint assets to pay off losses and the debt to the finance company, this is because there is no separation of marital assets or a marriage agreement between the two. The provisions regarding the responsibilities of the parties to the leasing agreement in its implementation are not only binding on the parties in the agreement but also binding on the heirs who acquire rights and third parties, as regulated in Articles 1315-1318 and

²⁵Nahrowi, Permasalahan Hukum Pembiayaan Leasing di Indonesia, *Jurnal Cita Hukum*, Vol. I No. 1 June 2013, p.34

Article 1340 of the Civil Code. So, if the husband or wife dies during the lease period, the lease agreement will remain valid and all obligations of the lessee must be borne by the heirs. This provision also applies to third parties if previously specified in the leasing agreement.

The lease agreement may end due to 3 (three) things, namely:

- a. Agreement, the agreement can be terminated at any time if the parties have agreed if the lessee exercises his option right to return the capital goods to the lessor or the lessee buys the capital goods.
- b. There has been a breach of contract, one of the parties does not carry out its achievements in accordance with the contract.
- c. Force Majeure, a situation arises beyond the fault of the parties, so that the agreement ends.

4. Conclusion

The regulation on the establishment of a Limited Liability Company by a married couple without a marriage agreement on the signing of a lease agreement in a finance company is that basically there is no clear statutory regulation regarding the establishment of a Limited Liability Company (PT) by a married couple without a marriage agreement, in practice it is possible for a Notary to continue serving on the grounds that PT is an agreement of two or more people and husband and wife as legal subjects have rights and obligations according to law. Even in the establishment of a PT, the Indonesian Ministry of Law and Human Rights - SABH never questioned husband and wife or not, the legal entity of the PT was still ratified. Generally, the lease agreement made is in the standard form made by the lessor, while the lessee only agrees to it. The legal consequences of a limited liability company established by a married couple without a marriage agreement on the signing of a lease agreement at a finance company are: The agreement is valid if it fulfills the conditions in the agreement, but in the event of bankruptcy or default in the lease agreement, then the responsibility for the debt or losses to the finance company is not only borne by the assets available in the PT. If it is not sufficient to pay the debt, then husband and wife as well as founders and shareholders will share and use their joint assets to pay off their losses and debts to finance companies, this is because there is no separation of marital assets or a marriage agreement between the two.

5. References

Journals:

- [1] A Chuasanga, Ong Argo Victoria. (2019). *Legal Principles Under Criminal Law in Indonesia and Thailand*, Jurnal Daulat Hukum, Vol 2, No 1 (2019) <http://jurnal.unissula.ac.id/index.php/RH/article/view/4218>
- [2] Aprilianti, Perjanjian Sewa Guna Usaha Antara Lessee & Lessor, *Jurnal Ilmu Hukum*, Volume 5 Nomor 3 2011
- [3] Deen, Thaufiq., Ong Argo Victoria & Sumain. (2018). *Public Notary Services In Malaysia*. *JURNAL AKTA*: Vol. 5, No. 4, 1017-1026. Retrieved from <http://jurnal.unissula.ac.id/index.php/akta/article/view/4135>
- [4] Nahrowi, Permasalahan Hukum Pembiayaan Leasing di Indonesia, *Jurnal Cita Hukum*, Vol. I No. 1 June 2013
- [5] Ong Argo Victoria, Ade Riusma Ariyana, Devina Arifani. (2020). Code of Ethics and Position of Notary in Indonesia. *Sultan Agung Notary Law Review* 2 (4), 397-407, <http://lppm-unissula.com/jurnal.unissula.ac.id/index.php/SANLaR/article/view/13536>
- [6] Yaya Kareng, Ong Argo Victoria, R. Juli Moertiyono. (2019). How Notary's Service in Thailand. *Sultan Agung Notary Law Review*, 1 (1), 46-56, <http://jurnal.unissula.ac.id/index.php/SANLaR/article/view/4435>

Books:

- [1] Abdulkadir Muhammad & Rilda Murniati, (2000), *Segi Hukum Lembaga Keuangan & Pembiayaan*, Bandung: Citra Aditya Bakti
- [2] Agus Budiarto, (2009), *Kedudukan Hukum & Tanggung Jawab Pendiri Perseroan Terbatas*, Mataram: Ghalia Indonesia
- [3] Ahmad Rofiq, (1995), *Hukum Islam Di Indonesia*, Jakarta: Raja Grafindo Persada
- [4] Ahmad Yani & Gunawan Widjaja, (1999), *Seri Hukum Bisnis, Perseroan Terbatas*, Jakarta: Raja Grafindo Persada
- [5] H.M.N. Purwosutjipto, (1997), *Pengertian Pokok Hukum Dagang Indonesia*, Jakarta: Djambatan
- [6] Habib Adjie, (2013), *Menjalin Pemikiran – Pendapat tentang Kenotariatan (Kumpulan Tulisan)*, Bandung: Citra Aditya Bakti
- [7] Herri Swantoro, (2019), *Hukum Perseeroan Terbatas & Ancaman Pailit*, Jakarta: Rayyana Komunikasindo
- [8] J.Satrio, (2001), *Hukum Perikatan, Perikatan Yang Lahir Dari Perjanjian*, Book I, Bandung: Citra Aditya Bakti

- [9] Johannes Ibrahim, (2006), *Hukum Organisasi Perusahaan Pola Kemitraan & Badan Usaha*, Bandung: Refika Aditama
- [10] Kasmir, (2013), *Bank & Lembaga Keuangan Lainnya*, Jakarta: Raja Grafindo Persada
- [11] Munir Fuady, (2003), *Perseroan Terbatas Paradigma Baru*, Bandung: Citra Aditya Bakti
- [12] R. Soetojo Prawirohamidjojo Pohan, (2008), *Hukum Orang & Keluarga*, Surabaya: Pusat Penerbitan & Percetakan Unair
- [13] Soedjono Dirjosisworo, (1997), *Hukum Perusahaan Mengenai Bentuk-Bentuk Perusahaan (badan usaha) di Indonesia*, Bandung: Mandar Maju

Regulation:

- [1] Constitution of the Republic of Indonesia 1945
- [2] Act No. 1 of 1974 concerning Marriage.
- [3] Act No. 40 of 2007 concerning Limited Liability Companies (PT).
- [4] Article 35 of Act No. 1 of 1974 concerning Marriage.
- [5] Code of Civil law.
- [6] Islamic Law Compilation
- [7] Presidential Regulation of the Republic of Indonesia Number 9 of 2009 concerning Financing Institutions.
- [8] Presidential Regulation of the Republic of Indonesia Number 9 of 2009 concerning Financing Institutions
- [9] Regulation of the Financial Services Authority of the Republic of Indonesia Number 35/POJK.5/2018 concerning the Business Implementation of Financing Companies
- [10] Regulation of the Financial Services Authority of the Republic of Indonesia Number 35/POJK.5/2018 concerning the Business Implementation of Financing Companies