

Notary's Responsibility for Forgery of Minutes of Extraordinary General Meeting of Shareholders of a Limited Liability Company (Case Study of Decision Number 149/Pid.B/2019/Pn Gin)

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Abstract. *The holding of an Extraordinary General Meeting of Shareholders that is not in accordance with what has been determined, whether in terms of its implementation being carried out unilaterally or without the knowledge of one of the shareholders, can be said to be an unlawful act, so that for fraudulent acts carried out by parties within the company, the party carrying out the Extraordinary General Meeting of Shareholders without the knowledge of the shareholders can be held accountable for civil or criminal liability for such acts. The method used in this research is a normative legal research method. The approach employed is qualitative. The data types and sources used are primary and secondary data. The data analysis method used in this research is prescriptive. From the results of this study are: The Notary's responsibility for the deeds made before Notary H, SH dated June 19, 2015 in Badung Regency which contains elements of a criminal act in the form of "Participating in Forgery of Letters", then the responsibility given by the Panel of Judges by sentencing the organizer to Impose a criminal sentence on the Defendant with a prison sentence of 2 (two) years. Determine that the evidence be returned to the rightful party, namely the heirs. The consequence of the criminal act in the form of forgery of the appearing party's signature in the deeds made before Notary H, SH dated June 19, 2015 in Badung Regency is that the notarial deed is null and void. For the reason that the element of a "lawful cause" is not fulfilled, which is one of the objective requirements for the validity of an agreement.*

Keywords: Court Decisions; Forgery of Documents; Notary Responsibility.

1. Introduction

A notary will essentially be heavily involved in the private sector of the economy. This is due to the notary's role as the creator of written evidence in the form of authentic deeds, as stipulated in Article 1868 of the Civil Code concerning agreements between parties.¹A notary, as a public official authorized to draw up an authentic deed, merely summarizes the parties' wishes to document their actions in an authentic deed, without becoming a party to the deed. A deed is not created at the notary's request, but rather stems from the parties' wishes.² Notaries hold a crucial position and role in national and state life, as they possess authority defined by law. Notary authority relates to the inherent powers vested in a notary. Notary authority is defined as the power granted by law to a notary to create authentic deeds and perform other duties.³In accordance with his authority, a notary is authorized to make authentic deeds as regulated in Article 15 paragraph (1), (2) and (3) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (UUJN), including the following:

"A notary has the authority to make authentic Deeds regarding all deeds, agreements and stipulations which are required by statutory regulations and/or which are desired by interested parties to be stated in authentic Deeds, guarantee the certainty of the date of making the Deed, store the Deed, provide grosses, copies and quotations of the Deed, all of this as long as the making of the Deed is not also assigned or excluded to another official or other person as determined by law."

One of the Notary's powers is to make authentic deeds based on Article 15 paragraph (1) UUJN. Authentic deeds according to the Civil Code are:

"An authentic deed is a deed which, in the form determined by law, is made by or before public officials who have authority for that purpose in the place where the deed is made."

An authentic deed made by a Notary as a public official is the strongest and most complete legal evidence and has an important role in every legal relationship in community life. In carrying out his/her duties, a Notary also has a major role in relation to Limited Liability Companies (hereinafter referred to as "Companies"). Based on the announcement of the Central Statistics Agency in 2017, according to the 2016 Economic Census, Indonesia has 26.71 million businesses/companies,

¹Nico, (2003), *Tanggung Jawab Notaris Selaku Pejabat Umum*, Yogyakarta : Center for Documentation and Studies of Business Law, p. 35

²Habib Adjie, (2009), *Meneropong Khazanah Notaris dan PPAT Indonesia*, Bandung : PT. Citra Aditya Bakti, p. 193

³Salim HS, (2015), *Teknik Pembuatan Akta Satu (Konsep Teoretis, Kewenangan Notaris, Bentuk dan Minuta Akta)*, Jakarta : Radja Grafindo, p. 49

and that is only companies operating in the non-agricultural sector.⁴It is no exaggeration to say that the presence of Limited Liability Companies as a means of carrying out economic activities has become a necessity that cannot be negotiated.⁵

Law Number 40 of 2007 concerning Limited Liability Companies (hereinafter referred to as "UUPT") in Article 1 Number 1 defines a Limited Liability Company itself as, "a legal entity which is a capital association, established based on an agreement, conducting business activities with authorized capital entirely divided into shares and fulfilling the requirements stipulated in this Law and its implementing regulations". As a legal entity based on an agreement, of course the role of a Notary in a Company is very large. Article 7 paragraph (1) states, "A Company is established by 2 (two) or more persons with a notarial deed made in the Indonesian language." Article 8 paragraph (1) of the UUPT also states that, "The deed of establishment contains the articles of association and other information relating to the establishment of the Company". The articles of association are the basis for the procedures for the operation of the Company itself. This means that the basis for the establishment of a Limited Liability Company must be made before a Notary.

However, a notary's role doesn't end with the company's establishment. The definition of a PT in the UUPT states that as a legal entity, a PT will conduct business activities. These business activities do not operate in isolation. As a legal entity, a PT can enter into agreements with other parties, whether with other legal entities or with individuals. Although not always drawn up before a notary, for these agreements to be based on an authentic deed, a notary will still be involved. There are also private agreements that must then be brought before a notary to be confirmed as an authentic deed.⁶ In addition, there are other PT activities that require the involvement of a notary to carry out. In the course of a PT's activities, several matters require approval from the General Meeting of Shareholders, hereinafter referred to as the GMS. In the Limited Liability Company Law, the definition of a GMS is contained in Article 1 Number 4, which reads:

"The General Meeting of Shareholders, hereinafter referred to as the GMS, is a Company Organ that has authority that is not granted to the Board of Directors or

⁴A. Andira, (2019), "Jenis Pelanggaran dan Tanggung Jawab Notaris dalam Pembuatan Akta Pernyataan Keputusan Rapat Umum Pemegang Saham Perseroan Terbatas Fiktif (Analisis Putusan Majelis Pengawas Wilayah Notaris Provinsi Daerah Khusus Ibukota Jakarta Nomor 7/PTS/Mj. PWN. Prov. DKI Jakarta/VII/2018)," *Indonesian Notary 1 No. 002*, p. 4. accessed October 18, 2024, at 8:22 PM WIB.

⁵Indonesia Kini Punya 26,71 Juta Perusahaan ", <https://tirto.id/cnz4Tidak>, accessed on 18 October 2024, at 20.22 WIB.

⁶Siti Fauziah Dian Novita Sari, "Peran Notaris dalam Proses Pembuatan Akta Pendirian Perseroan Terbatas," *Lex Renaissance* No. 2 Vol. 3, July 2018, p. 408

the Board of Commissioners within the limits specified in this Law and/or the articles of association."

When a GMS is held, minutes of the meeting must be made, if there are none then the GMS is deemed to have never been held.⁷The provisions regarding the Minutes of Meeting are in Article 90 of the UUPT, which reads:

(1) At each GMS, the minutes of the GMS must be drawn up and signed by the chair of the meeting and at least 1 (one) shareholder appointed from and by the GMS participants.

(2) The signature as intended in paragraph (1) is not required if the minutes of the GMS are prepared by notarial deed."

This article demonstrates that minutes of the GMS may be prepared by a notary. The unauthentic minutes of the GMS will also be incorporated into an authentic deed, which may be a Deed of Statement of Meeting Resolutions (hereinafter referred to as the "PKR Deed").⁸The procedures for implementing the GMS itself, starting from the process of requesting to hold a GMS, the summons for the GMS, the process of implementing the GMS, to what must be done after the GMS is completed, are all regulated in the UUPT, especially in Chapter VI concerning the General Meeting of Shareholders, Articles 75 to 91.

As economic dynamics develop and the number of corporate entities in Indonesia increases, the likelihood of illegal acts being committed to satisfy individual personal interests increases. Economists even hypothesize that better economic times lead to increased crime.⁹Of course, due to the significant role of notaries in the activities of limited liability companies, notaries can also be involved in unlawful activities. Crimes that can occur in connection with these companies include crimes related to agreements or activities that require an authentic deed. A deed can be legally void if an error occurs during its preparation, so if this can be proven, the deed can be deemed no longer authentic.¹⁰

As public officials authorized to create authentic deeds, notaries should exercise increased caution in carrying out their duties, applying reasonable vigilance when serving clients in this field. This is because not a few notaries have encountered problems related to the deeds they have created. Due to errors, the deeds were declared underhand or were rendered null and void by court decisions due to legal

⁷Azizah, (2016), *Hukum Perseroan Terbatas*, Malang : Setara Press, p.17

⁸M. Yahya Harahap, (2015), *Hukum Perseroan Terbatas*, Jakarta : Sinar Grafika, p. 340

⁹Jonathan Adi Biran Munandir & Thohir Luth, (2017), "Tanggung Jawab Notaris Atas Akta Pernyataan Keputusan Rapat," *Jurnal Cakrawala Hukum* 8 No.1, June. p. 56

¹⁰Masfiatun, (2019), "Pengaruh Faktor Ekonomi Terhadap Jumlah Kejahatan (*Crime Total*) Di Indonesia 2015-2017," *Jurnal Keamanan Nasional* Volume V Nomor 2, November, p. 96

flaws in their creation.¹¹In general, in practice, if a notarial deed is disputed by the parties or by a third party, the notary is considered to have participated in or assisted in committing an unlawful act.¹²

Based on Article 79 paragraph (1) of Law Number 40 of 2007 concerning Limited Liability Companies, the Board of Directors has the function and authority to hold an EGMS preceded by a summons for an EGMS. However, an EGMS can also be held based on a request from shareholders or the Board of Commissioners. As in one example of an EGMS held by a company, however, in the holding of the EGMS, one of the shareholder's heirs was not included, resulting in a prosecution for a criminal act which resulted in the EGMS being flawed and could be canceled. As in one of the demands that occurred, namely in the case in Decision Number 149/Pid.B/2019/PN Gin.

In short, based on the Circular Decision Statement of the Shareholders of the Limited Liability Company PT. BRM Number: 54, dated September 27, 2012, made before EWS, SH, Notary in Bogor Regency, the composition of shareholders and management of PT. BRM, namely:

1. Mr. RD is the holder of 800 (eight hundred) shares with a nominal value of IDR 800,000,000 (eight hundred million rupiah) as Director;
2. Mr. Ir. HNPH, shareholder of 100 (one hundred) shares with a nominal value of Rp. 100,000,000 (one hundred million rupiah) as the Main Commissioner;
3. Mr. DH is a shareholder of 100 (one hundred) shares with a nominal value of IDR 100,000,000 (one hundred million rupiah) as Commissioner.

On October 22, 2012, the shares of witness Ir. HNPH in PT. BRM amounted to 100 (one hundred) shares with a nominal value of Rp. 100,000,000,- (one hundred million rupiah) which were blank shares or shares given by RM without payment.

Mr. RD died in Mangapura on May 20, 2015 based on Death Certificate Number: 5103-MT-08062015-1266 dated June 8, 2015 issued by the Population and Civil Registration Office of Badung Regency and witness H is the heir of the late RD as stated in the Certificate of Heir Number: 16/SKW/IX/2015 dated September 8, 2015 made by HS, SH, MH, Notary in Gresik. Witness H found that the shareholders had held a GMS without the knowledge of Witness H as the heir. The deeds are stated in:

¹¹Tan Thong Kie, (2000), *Studi Notariat (serba-serbi Praktek Notaris*, Jakarta : PT. Ichtiar Baru Van Hoeve, p. 149

¹²An-nisaa Lubis, (2016), "Analisis Yuridis Kesalahan Materil Akta Notaris dan Akibat Hukumnya (Studi Putusan Pengadilan Negeri Medan No.625/PDT.G/2013/PN.MDN)," *Premise Law Journal* Vol. 19, p. 2

1. Deed of Share Sale and Purchase Agreement Number: 82, dated 19 June 2015 between H and A;
2. Deed of Share Sale and Purchase Agreement Number: 85, dated 19 June 2015 between H and TEA;
3. Deed of Share Sale and Purchase Agreement Number: 88, dated 19 June 2015 between H and S;
4. Deed of Power of Attorney to Sell Number: 83, dated 19 June 2015 between H and A;
5. Deed of Power of Attorney to Sell Number: 86, dated 19 June 2015 between H and TEA;
6. Deed of Power of Attorney to Sell Number: 89, dated 19 June 2015 between H to S;
7. Power of Attorney Number: 84, dated 19 June 2015 between H and A;
8. Power of Attorney Number: 87, dated 19 June 2015 between H and TEA;
9. Power of Attorney Number: 90, dated 19 June 2015 between H to S;

That in the said deeds was not attended by witness H as a Meeting Participant because on Monday, December 21, 2015, witness H was in Jakarta, precisely at the HOTMAN PARIS HUTAPEA Law Office, as well as witness DH on that day and date was in Jakarta, and stated that some of the shares had been transferred to a third person, and the late RD had been dismissed as Commissioner. And Witness H as the heir had approved the sale of the shares.

2. Research Methods

Type study This is Normative Legal Research. According to Mukti Fajar and Yulianto Achmad Normative Legal Research is legal research that positions law as a system of norms. The normative system in question concerns the principles, norms, and rules of legislation, court decisions, agreements, and doctrines (teachings).¹³The approach method used in this research is a normative juridical approach. The normative legal approach method or doctrinal legal research, namely legal research that uses secondary data sources. It is carried out by emphasizing and adhering to legal aspects.

Types and source data used in Library research supported by field research. Library research is collecting data by reviewing library materials or secondary data, including primary legal materials, secondary legal materials, and tertiary legal materials.¹⁴Written or image data sources in the form of official documents, books, magazines, archives, documents related to research problems.¹⁵ Data

¹³Habib Adjie, (2004), *Hukum Notariat di Indonesia-Tafsiran Tematik Terhadap UU No. 30 Tahun 2004 tentang Jabatan Notaris*, Bandung : Refika Aditama, p. 24

¹⁴Mukti Fajar & Yulianto Achmad, (2010), *Dualisme Penelitian Hukum Normatif dan Empiris*, Cetakan Ke-I, Yogyakarta : Pustaka Pelajar, p. 34

¹⁵Soerjono Soekanto & Sri Mamudji, (2004), *Penelitian Hukum Normatif Suatu Tinjauan Singkat*, cetakan kedelapan, Jakarta : Sinar Grafika, p. 39

analysis is a research activity that involves conducting a study or review of the results of data processing, supported by previously established theories. The analysis in this study is prescriptive in nature.

3. Results and Discussion

3.1. Notary's Responsibility for Forgery of Signatures by Applicants

a. Case Position

Gianyar District Court Decision Case Number 149/Pid.B/2019/PN Gin, Defendant H, SH is a Notary in Badung Regency, effective from January 4, 2003, together with witness IP AMP, SH, M.Kn. (separate case file) and witness IH NPH (separate case file) on Monday, December 21, 2015, at the Company Office, Banjar Tanggayuda, Kedewatan, Ubud, Gianyar, Bali Province. The defendant's actions were carried out in the following ways:

Based on the Circular Decision Statement of the Shareholders of the Limited Liability Company PT. BALI RM Number: 54, dated September 27, 2012, made before EWS, SH, Notary in Bogor Regency, the composition of shareholders and management of PT. BALI RM, namely:

- 1) Mr. RD, 800 (eight hundred) shares with a nominal value of Rp. 800,000,000,- (eight hundred million rupiah) as Director;
- 2) Mr. Engineer H NPH, 100 (one hundred) shares with a nominal value of IDR 100,000,000 (one hundred million rupiah) as Main Commissioner;
- 3) Mr. DH, 100 (one hundred) shares with a nominal value of Rp. 100,000,000,- (one hundred million rupiah) as Commissioner.

Witness IH NPH's shares in PT. BALI RM amounting to 100 (one hundred) shares with a nominal value of Rp. 100,000,000,- (one hundred million rupiah) are blank shares or shares given by RD without payment.

Based on the Death Certificate Excerpt Number: 5103-MT-08062015-1266 dated June 8, 2015 issued by the Population and Civil Registration Service of Badung Regency, it states that RD died in Mangupura on May 20, 2015 and witness H is the heir of the late RD as stated in the Certificate of Inheritance Number: 16/SKW/IX/2015 dated September 8, 2015 made by HARI S, SH, MH, Notary in Gresik.

The defendant submitted the draft of the Minutes of the Extraordinary General Meeting of Shareholders of PT. BALI RM dated December 21, 2015 to witness IP AMP, SH, M.Kn. as a Notary employee to type the minutes at the defendant's office as Notary located at Pertokoan Niaga Dewa Ruci Block B No. 9 Jl. Sunset Road, Kuta, Bali by providing documents related to the transaction, namely:

- 1) Deed of Share Sale and Purchase Agreement Number: 82, dated 19 June 2015 between H and A;
- 2) Deed of Share Sale and Purchase Agreement Number: 85, dated 19 June 2015 between H and TEA;
- 3) Deed of Share Sale and Purchase Agreement Number: 88, dated 19 June 2015 between H and S;
- 4) Deed of Power of Attorney to Sell Number: 83, dated 19 June 2015 between H and A;
- 5) Deed of Power of Attorney to Sell Number: 86, dated 19 June 2015 between H and TEA;
- 6) Deed of Power of Attorney to Sell Number: 89, dated 19 June 2015 between H to S;
- 7) Power of Attorney Number: 84, dated 19 June 2015 between H and A;
- 8) Power of Attorney Number: 87, dated 19 June 2015 between H and TEA;
- 9) Power of Attorney Number: 90, dated 19 June 2015 between H to S;

The Extraordinary General Meeting of Shareholders of the Limited Liability Company PT. BALI RM on Monday, December 21, 2015, held at the Company's Office, Banjar Tanggayuda, Kedewatan, Ubud, Gianyar, Bali Province was not attended by witness Has a Meeting Participant because on Monday, December 21, 2015, witness H was in Jakarta, precisely at the HOTMAN PARIS HUTAPEA Law Firm, as well as witness D on that day and date was in Jakarta.

Considering, Article 263 Paragraph (1) of the Criminal Code in conjunction with Article 55 Paragraph (1) point 1 of the Criminal Code, Law of the Republic of Indonesia Number 8 of 1981 concerning the Criminal Procedure Code, Law of the Republic of Indonesia Number 48 of 2009 concerning Judicial Power, Law of the Republic of Indonesia Number 49 of 2009 concerning General Courts and other regulations relating to this case;

JUDGING:

1. Declares that Defendant H, SH, has been legally and convincingly proven guilty of committing the crime of "Participating in Forgery of Documents";
2. Sentencing the defendant to 2 (two) years imprisonment;
3. Determine that the period of detention that has been served by the Defendant is deducted in full from the sentence imposed;
4. Determine that the Defendant remains in detention;
5. Determine that the evidence be returned to the person entitled to it, namely witness H:

b. Case Analysis

Based on the position of the case, the Notary in carrying out his duties and positions is very important to implement the principle of caution in the process of making authentic deeds, considering the frequent occurrence of legal problems with authentic deeds made by notaries because there are parties who commit crimes such as providing fake letters and false information into the deeds made by notaries. So to prevent the occurrence of crimes that can lead notaries involved in legal problems, it is necessary to re-regulate in the Notary Law regarding guidelines and guidance for notaries to act more carefully, thoroughly and carefully in the process of making authentic deeds.

Authentic deeds, as the strongest and most complete form of evidence, play a crucial role in every legal relationship in society. This aligns with the growing demand for legal certainty. An authentic deed that clearly defines the rights and obligations of the parties will guarantee legal certainty and, hopefully, prevent disputes.¹⁶The authority of a notary includes 4 (four) things, namely:

1. The notary must have authority as far as the deeds that must be made are concerned;
2. A notary must have authority regarding the person for whose benefit the deed is made;
3. The notary must have authority regarding the place where the deed is made;
4. The notary must have authority regarding the time of making the deed.

The UUJN itself does not regulate the liability of notaries for the creation of deeds based on falsified information, nor does it exist in the Civil Code. However, this issue can be linked to criminal liability.

Before discussing further the criminal responsibility of a notary for the deeds he makes, we must first understand the elements of the crime itself, namely as follows:¹⁷

1. the existence of a subject;
2. there is an element of error;
3. unlawful acts;
4. an action that is prohibited or required by law/legislation and those who violate it are subject to criminal penalties;
5. in a certain time, place and circumstances.

¹⁶Sudarto, (2002), *Metodelogi Penelitian Filsafat*, Jakarta : Raja Grafindo Persada, p. 71

¹⁷G.H.S. Lumban Tobing, (2019), *Peraturan Jabatan Notaris*, Cet. 5, Jakarta : Penerbit Erlangga, p. 38-39.

3.2. Legal Consequences of Forgery of Signatures by Applicants

To understand what can cause deeds made before a Notary to be null and void, it is necessary to understand the things that generally cause authentic deeds made by a Notary to be null and void. The nullity of a deed is related to the valid conditions of an agreement as regulated in Article 1320 of the Civil Code. This is because a deed made by a Notary is an agreement or contract that binds the parties. This applies to both partij deeds and relaas deeds, meaning that the nullity of a PKR deed is also related to whether or not it is fulfilled according to Article 1320 of the Civil Code (hereinafter referred to as the Civil Code), where the valid conditions of an agreement are:

1. Agreement of the parties, namely that both parties who made the Agreement have agreed/concurred regarding the main matters of the agreement, namely by providing a signature as a sign of their agreement;
2. Capacity to make a contract or legal act, namely that every person who makes an agreement must be an adult, of sound mind, and not under guardianship and is an authorized party and has the legal capacity to carry out the legal act;
3. A certain thing, namely the existence of an object as something that is agreed upon in an Agreement and the object of this Agreement must be a clear thing or item;
4. A lawful cause, namely the agreement is not made for a false or prohibited reason, and does not conflict with applicable laws and regulations. Article 1335 of the Civil Code explains that an agreement that does not use a lawful cause, or is made for a false or prohibited reason, has no legal force.

That the valid conditions of an agreement are regulated in Article 1320 of the Civil Code, which are further divided into subjective and objective conditions. The agreement of the parties and the capacity to make a contract and legal act are subjective conditions. While a certain thing and a lawful cause are objective conditions. In an agreement that does not meet the subjective conditions, it can be canceled, which means that the cancellation must be requested to the Judge, but if there is no cancellation from one of the parties and there has not been any cancellation from the Judge, then the agreement remains valid as an agreement that does not have a defect in will. While an agreement that does not meet the objective conditions, the agreement is null and void by law, so that the agreement is considered never to have existed and legally from the beginning there was no agreement and there was also no obligation between the people who intended to make the agreement.

When linked to the case, the element of "There is a lawful cause" in the requirements for the validity of an agreement is not fulfilled, because the perpetrator in this case has been legally proven and guilty of committing the crime of Participating in Forgery of Documents carried out to the wrong person and not

the real owner, resulting in both material and immaterial losses to the heirs as the real legal owners of the shares.

If the element of a "lawful cause" is not fulfilled, which is an objective requirement for the validity of an agreement, the agreement is null and void by law, meaning that the agreement is deemed to have never existed and legally, from the beginning, there was no agreement and there was no obligation between the people who intended to make the agreement.

The defendant in his position as a notary, regarding the perpetrator's error in the case, namely because the heirs as recipients of shares from the late Mr. RM which should have fallen to the heirs, however here there was falsification of signatures on deeds made before the defendant as a notary that in this transaction was very unusual and there was a criminal act of fraud.¹⁸

4. Conclusion

The Notary's responsibility for the deeds he made in the Extraordinary General Meeting of Shareholders in a Limited Liability Company without the knowledge of the shareholder's heirs in the Gianyar District Court Decision Case Number 149/Pid.B/2019/PN Gin, then the responsibility given by the Panel of Judges by sentencing the organizer to Impose a criminal sentence on the Defendant with a prison sentence of 2 (two) years. Determined that the evidence be returned to the rightful party, namely the heirs. As a result of the unlawful act in the form of forgery of the signature of the person appearing in the Deeds made before Notary H, SH. dated June 19, 2015 in Badung Regency, the notarial deed was null and void. The theory of legal certainty in civil cases applied to the Gianyar District Court Decision Case Number 149 / Pid.B / 2019 / PN Gin, the panel of judges was correct in making a decision. On the grounds of not fulfilling the element of a "lawful cause", which is one of the objective conditions for the validity of an agreement. In this case, the notarial deed remains valid and binding on the parties who made it because it was made by an authorized official, but because the deed does not fulfill one of the conditions for the validity of the Agreement, namely "lawful cause", the Agreement is deemed to have never existed and legally from the beginning there was no agreement and there was also no obligation between the people who intended to make the agreement.

¹⁸ E. Y. Kanter & S. R. Sianturi, (2012), *Asas-Asas Hukum Pidana di Indonesia dan Penerapannya*, Cet. 3, Jakarta : Storia Grafika, p. 208.

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