



ABUSE OF THE IMPLEMENTATION OF THE GENERAL MEETING OF SHAREHOLDERS BY THE COMMISSIONERS AND THE LEGAL CONSEQUENCES OF THE DEED OF STATEMENT OF MEETING RESOLUTION MADE BY THE NOTARY

Arini Mutiara¹, Mohamad Fajri Mekka Putra²

Fakultas Hukum Universitas Indonesia

Email: arini.mtr@gmail.com

Abstract

The General Meeting of Shareholders (GMS) serves as a decision-making mechanism within a Limited Liability Company (LLC) and plays a crucial role; however, it is often utilized as a tool for personal or specific group interests, leading to abuses in the conduct of GMS procedures. This research aims to analyze the legal mechanisms that determine the validity of changes within the company through the organization of the GMS, as well as the legal accountability in cases of abuse of the General Meeting of Shareholders (GMS) by Commissioners and the legal consequences for the minutes of meeting decisions made by a Notary, as explained in Case Decision Number 214/Pdt.G/2021/PN Jkt.Utr. This study employs a normative juridical method with a descriptive-analytical research typology. In this context, the abuse of GMS execution by Commissioners or related parties that harms other shareholders or third parties will be analyzed within the framework of unlawful acts. The results of this study indicate that the validity of changes within the company through the execution of the GMS heavily relies on clear meeting call procedures, qualified quorum, shareholder approval, and endorsement by the Ministry of Law and Human Rights, as stipulated in the company's Articles of Association and relevant laws concerning Limited Liability Companies. Legal accountability and legal implications for the minutes of meeting decisions made by a Notary become invalid and non-binding due to changes in the company's structure—whether in terms of amendments to the Articles of Association, share transfers, or changes in management composition—because they are not based on compliance with the Company Law (UUPT) and the company's Articles of Association. This provides an opportunity for aggrieved parties to file civil lawsuits or criminal charges.

Keywords: Unlawful Acts, Abuse of GMS, Limited Liability Company

Introduction

The General Meeting of Shareholders (GMS) should be the main means for the company's management and shareholders to maintain the continuity of business activities so that the Company can survive and generate significant profits in the future. This is because the GMS is a forum for shareholders to exercise their rights in deciding important matters related to the company, and its implementation has a strategic role in determining the company's fundamental policies (Muhamad, 1993) considering that the authority of

the GMS is an authority that is not owned by the Board of Directors or the Board of Commissioners. Examples include decision-making for an increase and/or reduction of the company's capital, appointment and dismissal of the Board of Directors or Board of Commissioners, approval of financial statements, approval of the release or guarantee of the Company's assets, distribution of dividends, approval of mergers/consolidations/takeovers/separations of the company and others. Therefore, the process of implementing the GMS must be carried out legally, transparently, and in accordance with the provisions of applicable laws and regulations.

Based on Law Number 40 of 2007 concerning Limited Liability Companies (UUPT) Article 78 paragraph (1) states that there are 2 (two) types of GMS, namely the Annual GMS and other GMS that can be held at any time (Rizky, Rahayu, & Adli, n.d.), or commonly known as the Extraordinary General Meeting of Shareholders (EGMS). (Paraanugrah, 2020) The EGMS can be held at any time by the Board of Directors or at the request of the Board of Commissioners and shareholders, following the needs and interests of the Company. The implementation of the GMS must begin with a summons by the Board of Directors to the shareholders with voting rights, in the event that the Board of Directors does not make a summons within the specified time limit, the Board of Commissioners may summon and hold a GMS. The GMS organized by the Board of Commissioners can only discuss the problems listed in the summons and are not allowed to discuss other agendas. Meanwhile, for GMS whose summons are carried out by shareholders, they must go through the procedure for determining the District Court, and can only discuss the agenda set by the Court. The non-implementation of the provisions regarding this summons may cause the implementation of the GMS to be invalid.

A Limited Liability Company is a capital partnership divided into shares, in which the shares give rights to the owner in the form of limited liability in the amount of capital entered (Notarisya & Widyawati, 2024), the right to attend the GMS, either directly or indirectly represented by the proxy, and the right to give its voting rights for decision-making in each meeting agenda held, where the voting rights are in accordance with the number of shares it owns. The provisions regarding these shares are closely related to the fulfillment of the quorum of attendance and decisions at the GMS.

The GMS is an important forum in the governance structure of universities, so its implementation is also regulated in detail in the UUPT. However, in practice, GMS is often abused by individuals in the company for personal interests or certain groups (Zahra, Putri, & Tambunan, 2024). The abuse can be in the form of the implementation of GMS that is not in accordance with legal procedures, the manipulation of GMS documents, and decision-making that is detrimental to the company's internal parties and external parties related to the Company. As in the case that befell PT SSC Limited Liability Company which is registered with Case Number 214/Pdt.G/2021/PN Jkt.Utr where the Company's Commissioner has held an EGM not in accordance with the provisions of the Constitution.

In 2018 PT SSC has held several EGMS, including August 4, 2018 as contained in the Deed of Statement of Resolution of EGMS Number 17 made before Notary S, then

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on November 22, 2018 as contained in the Deed of Statement of Resolution of EGMS Number 19 made before the Notary of SHAS, and finally on November 24, 2018 as contained in the Deed of Statement of Resolution of EGMS Number 23 made before the Notary of SHAS. The following is a table of the composition of the management and shareholders of PT SSC based on the Deed of Minutes of EGMS Number 23 dated November 24, 2018 made before the SHAS Notary:

Table 1 The following is a table of the composition of the management and shareholders of PT SSC based on the Deed of Minutes of EGMS

Position	Name	Number Shares	of Nominal Share (Rupiah)	Percentage of Shares
President	DK	-	-	-
Director				
Director	HL	-	-	-
President	DL	78.450	7.845.000.000	30%
Commissioner				
Commissioner	DIS	183.050	18.305.000.000	70%

In 2020, the Commissioner of PT SCC, namely DIS (Defendant-II), held the EGMS again. The following is a table of the composition of the management and shareholders of PT SSC after changes were made by the Commissioners through the EGMS based on the Deed of Statement of Resolution of the EGMS Number 2 dated May 13, 2020, Deed Number 3 dated May 14, 2020, and Deed Number 8 dated June 19, 2020 made before the Notary of DRWN (Defendant-VI):

Table 2 table of the composition of the management and shareholders of PT SSC

Position	Name	Number Shares	of Nominal Share (Rupiah)	Percentage of Shares
President	TB	-	-	-
Director				
Director	ST	-	-	-
Commissioner	DIS	183.050	18.305.000.000	14,5%
-	DL	78.450	7.845.000.000	6,5%
-	PT QNN	1.000.000	100.000.000.000	79%

The commissioner of the 2020 EGMS is the majority shareholder, namely the owner of 70% (seventy percent) of the company's shares, and has argued that the implementation of the EGMS and the decisions taken are his essence considering the amount of shares he owns meets the quorum for it. There is no transparency regarding the

summoning of meetings, the implementation of meetings and decision-making in the EGMS. From the implementation of the 2020 EGMS by the Commissioner, significant changes can be seen, namely changes in the composition of the management, as well as the composition of the company's capital which affects the amount of share ownership. The amendment to the company's articles of association regarding the increase in the company's capital orders that the shares to be issued must be offered first to existing shareholders. If it is proven that there is a violation in the implementation of the EGMS, it may result in questioning the validity of the decisions approved in the EGMS and have implications for the validity of the changes experienced by the company, both related to the articles of association, organizational structure, and other policies.

Normatively, the organs in a PT have been determined in type, namely consisting of the Board of Directors, the Board of Commissioners and the General Meeting of Shareholders, and a mechanism has been determined in such a way as to the separation of authority and responsibility for this organ, so that although the three have different authorities and responsibilities, they complement each other in the management of the PT. The Company's day-to-day operational activities are carried out by the Board of Directors, including for making strategic decisions related to the Company's business development, representing the Company, and fulfilling the obligation to report the Company's performance to the Board of Commissioners and Shareholders. Meanwhile, the one in charge of supervising the company's operations is the realm of the Board of Commissioners, where they are responsible for ensuring that the Board of Directors carries out their duties in accordance with the established policies, and can provide input (advice) and evaluation of the performance of the Board of Directors. If in the course of the course the shareholders feel aggrieved by the Board of Commissioners for the decision of the GMS which is considered invalid or has violated their rights, of course they have the right to file an objection or lawsuit through the District Court.

Administratively, based on Article 21 of the UUPT, any amendment to the company's articles of association must be approved or notified to the Ministry of Law and Human Rights (Kemenkumham). If the change results from an invalid resolution of the GMS, the administrative approval can be canceled. This will cause the company's changes to not have binding legal force, thus having an impact on the validity of other legal documents, such as the validity of the list of shareholders that have been recorded, investment agreements or loans that have been made by the company (Handri, 2009).

From an academic perspective, legal analysis of the abuse of the implementation of the GMS and the validity of the company's changes requires a multidimensional approach involving aspects of civil law, corporate law, and administrative law. In civil law, the main focus is to prove the elements of PMH, such as the existence of unlawful acts, losses, causal relationships, and elements of fault. In corporate law, this study involves an analysis of the implementation of *Good Corporate Governance* (GCG) principles and shareholder rights. Meanwhile, in administrative law, attention is directed to the mechanism of administration by the government to changes in the company resulting from the decision of the GMS through the Ministry of Law and Human Rights.

Thus, the study on the abuse of the implementation of the GMS by the Commissioners and its legal implications on the results of the meeting decision that has been contained in the deed of statement of the meeting decision by the Notary is very relevant to identify the root cause of the problem and offer a comprehensive solution. This research not only contributes to the development of legal science, but also serves as a practical guide for stakeholders in preventing and resolving disputes related to GMS. The results of this research are expected to strengthen the existing legal framework, so as to be able to create more transparent, accountable, and fair corporate governance.

Research Methods

This study uses a normative juridical research method to analyze legal aspects related to the abuse of the General Meeting of Shareholders (GMS) and the validity of the company's changes. The normative juridical method was chosen because this research focuses on the study of legal documents, such as laws and regulations, doctrines, and court decisions. The approaches used include:

1) *Statute Approach:*

This approach examines various relevant regulations, such as Law No. 40 of 2007 concerning Limited Liability Companies (UUPT), Law on Notary Position No. Civil Code (KUHPperdata), and other related regulations.

2) *Conceptual Approach:*

This approach examines legal concepts such as unlawful acts, the principle of good faith, and the validity of the GMS decision.

3) *Case Approach:*

In this approach, an analysis of court decisions related to the GMS dispute is carried out to understand the implementation of the law in practice.

The data used in this study are sourced from primary legal materials (laws and regulations), secondary legal materials (legal literature and journals), and tertiary legal materials (legal dictionaries). Data analysis was carried out in a descriptive-qualitative manner with an emphasis on legal interpretation and relevance of legal principles.

Through this method, the research is expected to provide a comprehensive picture of the abuse of the implementation of the GMS by the Commissioners and the legal consequences for the results of the meeting decisions carried out in accordance with Indonesia's positive law.

Results and Discussion

Legal Mechanism that Determines the Validity of the Company's Changes through the Implementation of the EGMS

In Indonesian company law, all changes in the body of a Limited Liability Company are carried out with a very structured mechanism and the procedures have been determined in various laws and regulations. Changes in a Limited Liability Company are often carried out through the General Meeting of Shareholders (GMS), which is one of the main elements in decision-making in a company. However, not all changes made in

the GMS can be considered valid or valid if they do not meet the requirements and procedures specified in the applicable law. Therefore, it is important to understand the legal principles and mechanisms that determine the validity of changes to the company, especially those carried out through the implementation of the GMS (Rinaldy Ridwan Noor dan Paramita Prananingtyas, 2020).

The legal mechanism that regulates the amendment of a limited liability company through the GMS is regulated in detail in Law Number 40 of 2007 concerning Limited Liability Companies (UUPT) and the company's Articles of Association. The first process that must be carried out in the implementation of the GMS is a request for the holding of the GMS by the Board of Directors or the Board of Commissioners, or the Shareholders. After the request is submitted, the Board of Directors or Board of Commissioners, or Shareholders shall call a meeting. The invitation of the GMS must be made with a clear notice to all shareholders within sufficient time, which is no later than 14 days before the implementation of the meeting (Gárdos-Orosz, 2008). This invitation must contain the date, place, time of the GMS, the agenda of the GMS to be discussed, including what changes will be proposed in the meeting along with clear reasons for the basis of the proposed changes (Ngadimin, n.d.). This is to ensure that all shareholders get the same opportunity to participate in the decision-making process so that shareholders can make the right decision based on valid and adequate information. The (Ngadimin, n.d.) invitation of the GMS must be made in writing through registered letters or through advertisements in Indonesian-language newspapers that are circulated nationally (Harahap, 2021).

The quorum required in the implementation of the GMS to make changes to the company must be met, both for the attendance quorum and the decision-making quorum. The Constitution stipulates that the quorum of attendance in the implementation of the GMS is more than 1/2 (one-half) part. In the event that the implementation of the GMS is carried out to amend the company's articles of association, the quorum of attendance must be at least 2/3 (two-thirds) of the shares, and the quorum of the decision is valid if it is approved at least 2/3 (two-thirds) of the shares with valid voting rights. What can be of concern is that the decision in the GMS is not only taken based on the provisions of the quorum, but can also be based on the consensus deliberation of all shareholders attending the GMS, but if the decision based on the consensus deliberation cannot be reached, the decision can be binding if the shareholders who agree with more than 1/2 (one-half) of the share. The Constitution gives the Company the flexibility to determine the quorum of attendance and/or decision-making of the GMS itself in its articles of association, but it must not be smaller than what has been determined in the Constitution of the Company.

The Company can also make decisions outside the GMS mechanism, provided that all shareholders with voting rights approve the proposals circulated by signing them. This means that 100% (one hundred percent) of shareholders must agree, then the proposal circulated is binding on the Company as a decision taken through the GMS mechanism.

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This mechanism is known as the circular meeting decision, which the Notary will then state in the Deed of Circular Decision Statement.

After the quorum is fulfilled and the decision is taken at the GMS, the decision must be stated in the form of minutes of the meeting which includes all decisions taken, as well as the legal rules underlying the decision. Without the minutes of this meeting, the GMS held becomes invalid and is considered to have never been held. These minutes must be signed by the Chairman of the meeting and at least one shareholder appointed from and by the participants of the GMS, and in the event that the minutes of the meeting are made with a Notary deed, it is not required to be signed.

The preparation of the minutes of the GMS by the Notary is not required to be signed because the Notary is present to witness and hear the GMS that takes place to then record it in an authentic deed (Margaret, n.d.). So that the contents of the deed can be guaranteed to be true, unless it can be proven otherwise. If the Notary does not directly witness the GMS held by the company, the Company is obliged to appoint one party as an attorney to appear before the Notary and submit the minutes of the GMS that have been signed to make a Deed of Statement of Meeting Resolution (PKR) (Saputri, 2022). Every time a minutes deed or PKR deed is made, the supporting documents are submitted and shown by the company to the Notary, namely in the form of documents related to the invitation of the GMS, the list of meeting participants, the identity data of the meeting participants, the list of shareholders, a copy of the deed of establishment and the deed of amendment of the company (if any) before the last GMS is held. This is important so that the Notary can ensure transparency in the decision-making process, and can prepare the deed appropriately and accurately, so that the minutes deed or PKR deed of a company that is produced reflects the implementation of the GMS and the decisions taken during the GMS. The Notary Deed has legal force and can be used as strong evidence in any dispute or legal problem that may arise in the future. In addition, a well-drafted deed also provides a guarantee of legal certainty for all parties involved, including shareholders and company management.

The role of the Notary after making a minutes deed or PKR deed is to submit ratification and/or notification to the Ministry of Law and Human Rights (Kemenkumham) regarding changes that occur in the company based on the implementation of the GMS through the Legal Entity Administration System (SABH) as regulated in Articles 8 and 9 of the Regulation of the Minister of Law and Human Rights Number 21 of 2021 concerning Terms and Procedures for Registration of Establishment, Amendment, and Dissolution of Legal Entities of Limited Liability Companies ("**Permenkumham 21/2021**"), as having repealed [Permenkumham Number 4 of 2014](#) jo. [Permenkumham Number 1 of 2016](#) jo. [Permenkumham Number 14 of 2020](#) concerning Procedures for Submitting Applications for Ratification of Legal Entities and Approval of Amendments to the Articles of Association as well as Submission of Notification of Amendments to the Articles of Association and Changes in Limited Liability Company Data. This endorsement and/or notification is required so that the changes made have binding legal force.

The registration through SABH by the Notary aims to ensure the effective implementation of changes to the company based on the GMS that has been implemented, and will be directly related to the rights and obligations of shareholders in the implementation of the next GMS. These rights include voting rights, the right to attend the GMS, the right to receive dividends, and other rights. If the company's amendment is not implemented through the GMS mechanism in accordance with the provisions of the law, the amendment becomes legally non-binding, and may cause losses to shareholders, which may lead to the cancellation of the deed, either by the parties themselves or through the general judicial mechanism.

The validity of changes to a PT through the holding of a GMS is based on a number of legal principles that apply in the Indonesian legal system. The following are some of the main principles that must be met so that the company's changes can be considered legally valid: (Harahap, 2021)

1) The Principle of Freedom of Contract

Freedom of movement is a basic principle in Indonesian civil law that gives the parties the flexibility to determine the content, conditions, and form of the agreement according to their wishes and interests. This principle is also applied when establishing a PT, where the parties can determine their legal relationship in the Articles of Association of the PT, and always make the articles of association a reference in every decision-maker as long as it does not conflict with the provisions of the applicable law, morality, and public order.

2) Principle of Openness (Transparency)

Openness regarding the implementation and decision-making in the GMS is absolute. Shareholders, the Board of Directors and the Board of Commissioners must be provided with clear information regarding the changes made by the Company as it will be related to the obligations, rights and acting skills of each of these organs (Elisyamedita, Njatrijani, & Kashadi, 2019). So that every decision implemented by the Company is always based on valid and adequate information. This openness is one of the driving indicators for the implementation of Good Corporate *Governance* for the creation of clean and professional company management.

3) Principles of Compliance with Applicable Legal Provisions

Compliance is an encouragement to do the right thing as a citizen, while legal compliance is self-awareness of the importance of the law and the benefits of the law for life that are realized through daily life behavior, so that people around can also feel the benefits (Ma'ani, 2024). The validity of the company's changes, either through the GMS or circular decisions, is highly dependent on compliance with the provisions of the articles of association and the Constitution.

Legal Liability in the Abuse of the Implementation of the GMS by Commissioners and Legal Consequences of the Deed of Statement of Meeting Resolution made by the Notary based on Decision Number 214/Pdt.G/2021/PN. Jkt.Utr

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The following is the composition of the Plaintiff and the Defendant in Case Decision Number 214/Pdt.G/2021/PN Jkt.Utr related to the abuse of the implementation of the Extraordinary General Meeting of Shareholders (EGMS) by the Commissioner of PT SSC:

Table 3 Composition of Plaintiffs and Defendants in Case Decisions

<u>Plaintiff:</u>		<u>Defendants:</u>	
Plaintiff-I	:HL	Defendant-I	: PT SSC
Plaintiff-II	:DL	Defendant-II	:DIS
		Defendant-III	:ST
		Defendant-IV	:TB
		Defendant-V	: PT QNN
		Defendant-VI	: DRWN Notary
<u>Co-Defendant</u> →		Minister of Law and Human Rights cq Director General of General Legal Administration	

The plaintiffs each serve as Director and President Commissioner of PT SSC based on the deed of statement of the resolution of the EGMS of PT SSC Number 17 dated August 4, 2018 made before Notary S. Plaintiff-II is a shareholder of PT SSC with a total share ownership of 78,450 (seventy-eight thousand four hundred and fifty), or equivalent to 30% of the company's share ownership. Meanwhile, the remaining 70% of PT SSC's shares, or the equivalent of 183,050 (one hundred and eighty-three thousand fifty) shares, are owned by Defendant-II who also serves as Commissioner.

Based on information obtained by the Plaintiffs from a third party around June 2020, there has been a change in the company where the data of the plaintiffs as Directors and President Commissioners no longer exists. After obtaining data on a copy of the company's company profile applied for through the AHH Notary Office, it was found that PT SSC had made changes through the EGMS based on the EGM PKR Deed Number 2 dated May 13, 2020, Deed Number 3 dated May 14, 2020, and Deed Number 8 dated June 19, 2020 made before the DRWN Notary (Defendant-VI).

The Plaintiffs sent a letter of request to Defendant-VI to be given a copy of the deed of PT SSC Number 2 dated May 13, 2020, Deed Number 3 dated May 14, 2020, and Deed Number 8 dated June 19, 2020, along with the warkah, but it was not granted on the grounds that they did not obtain permission from Defendant-II. According to Defendant-VI, the only one who can request a copy is Defendant-II because Defendant-II has legal standing based on the power of attorney/appointment by the GMS of PT SSC as the party who has the right to appear before the Notary. Based on the provisions of Article 54 Paragraph (1) of Law Number 2 of 2014 concerning the Notary Position, it is stated that a copy of the deed can only be given or shown to the party interested in the deed, the heirs of the party listed in the deed, or the person who obtains the right to it. According to the author, Defendant-VI's refusal to provide a copy of the deed to Plaintiff-II is unjustified

because even though Plaintiff-II is no longer listed as the President Commissioner, he is still a shareholder of the company based on the EGMS PKR Deed made by Defendant-VI, so he has a direct interest in the deed and includes the person who obtained the right to it. As for if a copy is requested by Plaintiff-I who no longer fills the position as a Director in the Company and is not included as a shareholder, the refusal to provide a copy can still be justified because the legal relationship between Plaintiff-I and PT SSC no longer exists, so Plaintiff-I no longer has the right to information about PT SSC.

Defendant-II conveyed that as the owner of 70% of PT SSC's shares, he had full authority to make decisions at the EGMS of PT SSC, while the presence or absence of the Plaintiffs would not affect the decision of the EGMS of PT SSC at all. The quorum requirements and decision-making of the EGMS are based on Article 86 Paragraph (1) jo. Article 87 Paragraph (2) jo. Article 88 Paragraph (1) of the UUPT is not violated because the shares owned by Defendant-II are sufficient for the fulfillment of the quorum and decision-making, so whether or not the plaintiffs agree or disagree with the change in the composition of the management, shareholders, changes in the company's data or articles of association will not have a significant effect on the decision of the EGMS of PT SCC. Moreover, the Plaintiffs when they were Directors and President Commissioners never actively managed and monitored PT SSC, so they were very anxious to be replaced. So far, the one who manages, and is fully responsible for all costs of PT SSC, as well as establishing cooperation with third parties is Defendant-II.

The validity of the GMS, both the Annual GMS and the EGMS, will not only be seen from the fulfillment of the quorum of attendance and the quorum of decisions from the shareholders on the day of the GMS, but will also be seen from the procedures carried out before the GMS takes place. These procedures include a request for the implementation of a GMS by the Board of Directors/Board of Commissioners/Shareholders with a registered letter as stipulated in Article 79 of the UUPT, a summons to shareholders with voting rights by the Board of Directors/Board of Commissioners/Shareholders as stipulated in Article 79 Paragraph (5), (6), and (7), Article 80, Article 81, Article 82, and Article 83 of the UUPT. In the event that the GMS is held by invitation that is not in accordance with the provisions of the Articles of Association, the decision taken at the GMS can be legally binding if all shareholders with voting rights are present/represented and the decision has been unanimously approved. If there is a condition that the request and invitation of the GMS is not carried out and the company must make a decision in the near future, it can use alternative decision-making outside the GMS through circular decisions as stipulated in Article 91 of the Constitution, provided that all shareholders unanimously approve and sign the proposal submitted for circulation.

By observing Decision Number 214/Pdt.G/2021/PN. Jkt.Utr, Commissioner (Defendant-II) as the initiator of the EGMS did not carry out the provisions regarding the request and invitation of the GMS to other shareholders, or propose matters to be decided through circular decisions. Thus, the decisions in the EGMS that resulted in the EGMS PKR Deed No. 2 dated May 13, 2020, Deed No. 3 dated May 14, 2020, and Deed No. 8

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dated June 19, 2020 became invalid, even though the composition of the Commissioner's shares was larger and met the quorum of attendance and decision-making in fact had no effect if the GMS procedures were not fulfilled. Decisions that have been made regarding changes in the Board of Directors, Board of Commissioners, Increase in Authorized Capital, Issued Capital, and Paid-up Capital, as well as regarding the transfer of shares, have become invalid.

Members of the Board of Directors and the Board of Commissioners may be dismissed from their positions at any time based on the resolution of the GMS by stating their reasons and being given the opportunity to defend themselves, but the opportunity to defend themselves is not required if the dismissed person does not object. The Plaintiffs were dismissed from their positions as Directors and President Commissioners without ever being informed of the reason for their dismissal and were not given the opportunity to defend themselves through the GMS forum. This is a form of abuse of the EGMS, which clearly causes losses for the Plaintiffs because there is no information disclosure to the Plaintiffs. If indeed the basis for the dismissal is because the plaintiffs have never been active in managing PT SSC, then as the Commissioner in charge of supervising the performance of the Board of Directors, Defendant-II can directly reprimand and provide input to the plaintiffs.

Defendant-II has also submitted the procedure for the implementation of the EGMS of PT SSC to Defendant-VI as a Notary, as then stated in the Deed of PKR EGMS Number 2 dated May 13, 2020, Deed Number 3 dated May 14, 2020, and Deed Number 8 dated June 19, 2020. Defendant-II was never involved in the preparation of the EGM documents, because the preparation was carried out by Defendant-VI and conveyed that all the documents of the EGMS were complete. Defendant-II was then asked to be present only when he was about to sign the document (PKR DEED EGMS PT SSSC) that had been prepared by Defendant-VI. Based on the testimony of Defendant-II above, it can be analyzed that the action of the Notary (Defendant-VI) who made the EGMS EGMS deed was not based on a prudent and meticulous attitude in carrying out his position, because he still made the EGMS PKR deed even though there was no documentation regarding the request for the implementation of the GMS by the Commissioners/Directors/Shareholders, including documentation regarding the summoning of the GMS to other shareholders, and meeting attendance list. Notaries can be held accountable if there is an error in making the deed (Sahputri, Huwaida, Saputri, & Hidayat, 2024). However, if the error comes from the actions of the prosecutor, the Notary cannot be held accountable, both administratively, civilly, and criminally.

The focus of the lawsuit in this case is unlawful acts. Regulations regarding unlawful acts are well known in Article 1365 of the Civil Code. The definition of unlawful acts is not described in the Civil Code, but only to mention that if a person suffers losses caused by others, he has the right to demand compensation from the person who caused the loss (Anindita, 2019). Acts of unlawful acts have expanded their meaning, because they are not limited only to acts (active or passive) that violate written legal rules only or

the fulfillment of elements of errors, losses, and the relationship between acts and losses, but also acts that violate unwritten norms such as:

1. Acts that violate a person's subjective rights;
2. Acts contrary to the rules of morality;
3. Acts that are contrary to the legal obligations of the perpetrators;
4. Acts that are contrary to propriety, thoroughness, and prudence in good community associations (Fuady, 2002).

The EGMS held by Defendant-II as Commissioner caused a change in the composition of the Board of Directors and the Board of Commissioners, an increase in the company's authorized capital but no prior offer to existing shareholders. Such matters cause losses for Plaintiff-I (Director) and Plaintiff-II (President Commissioner) whose positions were replaced without notice, explanation, and opportunity to defend themselves, as well as for Plaintiff-II who is also the President Commissioner and the holder of 30% (thirty percent) of shares to feel disadvantaged because their shares were diluted to only 6.5% due to an increase in capital entering the company.

The judge's consideration that Defendant-II had committed an unlawful act against the plaintiffs was appropriate because the actions of Defendant-II had violated the subjective rights of the plaintiffs, committed acts contrary to the applicable legal obligations by ignoring the principle of openness and waiving the obligation to notify the important decisions taken by the company through the EGMS to the plaintiffs, thus leading to losses by the plaintiffs.

The judge's consideration regarding the actions of Defendant-III, Defendant-IV, and Defendant-V who did not commit any legal acts related to the issuance of the Deed of PKR EGMS PT SSC Number 2 dated May 13, 2020, Deed Number 3 dated May 14, 2020, and Deed Number 8 dated June 19, 2020, thus causing a change in the composition of the Board of Directors and Commissioners, the inclusion of Defendant-V as a shareholder is an unlawful act. The Judge's consideration is in accordance with the theory of unlawful acts where they did not do the act that should have caused others to suffer losses and the defendants all acted inappropriately,

The Plaintiffs were able to prove the unlawful acts committed by the Defendants so that the Panel of Judges declared that the EGMS PKR Deed No. 2 dated May 13, 2020, Deed No. 3 dated May 14, 2020, and Deed No. 8 dated June 19, 2020 made before Defendant-VI were invalid, non-binding, and null and void. So that the letter of receipt of the company's data notification and the decree issued by the Ministry of Law and Human Rights (Co-Defendant) based on these deeds were declared invalid and did not have binding legal force. Then, the Deed of Statement of Resolution of EGMS Number 17 dated August 4, 2018 made before Notary S, in the Deed of Statement of Resolution of EGMS Number 19 dated November 22, 2018 made before the Notary of SHAS, and the Deed of Statement of Resolution of EGMS Number 23 dated November 24, 2018 made before the Notary of SHAS along with the letter of receipt of notification of changes in company data issued by the Ministry of Law and Justice are subject to the fact that

these deeds are declared valid and have legal force bind. This decision underscores the importance of the implementation of the EGMS in accordance with the provisions of the UUPT and the company's articles of association, a

Conclusion

The conclusion of the analysis of legal issues in this study shows that the validity of the change of a limited liability company through the General Meeting of Shareholders is highly dependent on a clear procedure for summoning a meeting, a qualified quorum, shareholder approval, and ratification by the Ministry of Law and Human Rights as specified in the company's Articles of Association and laws and regulations related to Limited Liability Companies. And must comply with the legal principles applicable in Indonesia, such as freedom of contract, openness, and compliance with existing legal provisions. By ensuring that each stage is carried out in accordance with applicable regulations, the company's changes made in the GMS can be considered valid and legally binding.

Legal liability and legal consequences for the deed of statement of meeting decisions made by the Notary based on Decision Number 214/Pdt.G/2021/PN. Jkt.Utr is to be invalid and not legally binding. The actions of the Defendants who held the EGMS secretly and without summons as a form of notification to the plaintiffs are unlawful. As a result, the decision taken in the meeting is invalid and null and void. Therefore, in any change in the company, transparency, fairness, and compliance with legal procedures must be maintained to protect the rights of shareholders and ensure that decisions taken are legal and legally binding.

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Arini Mutiara¹, Mohamad Fajri Mekka Putra² (2025)

First publication right:

Advances in Social Humanities Research

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