



Legal consequences of ratification of the deed of amendment to the limited corporation's articles of association by a notary who does not use the GMS mechanism in Indonesia

Novita Yana Rizky¹, Dr. Sri Wanly Rahayu², Dr. M Adli³

¹ Student of Notary Masters Study Program, Faculty of Law, Syiah Kuala University, Indonesia

² SH, M. Hum, Principal Advisor, Faculty of Law, University of Syiah Kuala, Indonesia

³ SH, M.CL, Counselor, Faculty of Law, University of Syiah Kuala, Indonesia

Abstract

This study discusses the responsibility of the Notary in making the deed of minutes of the GMS which was allegedly made in a criminal manner in the decision of the Palangkaraya District Court Number 69/Pid.B/2016/PN Plk and made unlawfully in the decision of the Bandung District Court Number 236/Pdt.G/2019/PN Bdg. Amendments to the Articles of Association of Limited Liability Companies are regulated in articles 19 to 27 of Law no. 40 of 2007 concerning Limited Liability Companies, where the provisions of the articles state that changes to the Articles of Association must be made through a General Meeting of Shareholders, then the Meeting must be recorded on the amendment agenda concerned.

The findings of this study are The notary's responsibility for the Ralas Deed is in the form of canceling the deed and the notary admits his negligence, causing losses to certain parties in the said deed. The legal consequences of the relaas deed are reviewed from Law Number 2 of 2014 concerning the Position of Notary and Law Number 40 of 2007 concerning PT if the requirements for the implementation of the GMS/EGMS are not fulfilled and cannot be carried out and result in an unlawful act if it is still carried out, then the deed made is considered invalid. Efforts that can be taken by a notary who has been sanctioned by the code of ethics are legal remedies for violations of the code of ethics through the Honorary Council and attempts to violate the UUJN by means of self-defense and administrative appeals.

The conclusion of this research is legal consequences Notary responsibility in the form of canceling the deed and admitting negligence. Legal consequences of the relaas deednon-fulfillment of the requirements for the implementation of the EGMS/EGMS and resulting in illegal acts. Efforts that can be taken by notaries who are subject to code of ethics sanctions are legal remedies for violations of the code of ethics through the Honor Council and attempts to violate the UUJN are carried out by self-defense and administrative appeals.

Keywords: limited liability company articles of association, GMS, notary responsibilities

Introduction

Indonesia is a country governed by law based on Pancasila and the 1945 Constitution of the Republic of Indonesia guaranteeing legal protection, order and legal protection for every citizen. Law is born and develops in society, a system of legal rules in a country that is regularly governed by the rule of law itself. The notary as a notary institution is an existing institution and was born out of necessity due to the existence of social relations among human beings to fulfill evidence in the field of civil law relations as authentic written evidence.

In making a deed, a notary is always required for professionalism and accuracy, thoroughness and caution because an authentic deed which is the strongest and most complete means of evidence, has an important role in every legal relationship in people's lives. In various business relationships, activities in the fields of banking, land, social activities, and others, require written evidence in the form of authentic deeds, the development of demands for legal certainty in various economic and social relations, both at the regional, national and global levels. Through an authentic deed that clearly defines the rights and obligations of the parties and guarantees legal certainty and at the same time it is hoped that problems can be avoided in the future.

Notaries are also required to have high moral values, because with high morals, notaries will not abuse their authority, so that notaries will be able to maintain their

dignity as public officials who provide services in accordance with applicable rules and do not damage the notary's image. Alone. As Komar Andasasmita hopes, that every Notary has sufficiently broad and in-depth knowledge and skills so that they become the mainstay of the community in designing, compiling and making various authentic deeds, so that the arrangement of language, juridical techniques is neat, good and correct, because besides this expertise, honesty is also needed. or sincerity and objective nature or views.

In making authentic deeds related to the minutes of the General Meeting of Shareholders ("GMS"), a Notary must act professionally and comply with laws and regulations and uphold the Notary's Code of Ethics. Especially when researching matters related to the formal requirements for holding a GMS. This is due to ensure legal certainty on the authenticity of the deed he made and also on the validity of holding the GMS as stated in the authentic deed made by the Notary regarding the minutes of the GMS.

Based on the provisions in Article 1 point 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary ("Notary Position Law"), a Notary is a public official authorized to make authentic deeds and other authorities. A notary as a public official is a state organ whose duty is to provide public services to the community in order to meet the need for perfect evidence with respect to civil law relations, namely

in the form of authentic deeds, which aim to guarantee the creation of legal certainty, legal order and legal protection for the community.

An authentic deed is defined in Article 1868 of the Indonesian Civil Code ("KUHPPerdata") as a deed made in a form determined by or before a public official who is authorized to do so at the place where the deed was made. In line with these provisions, Article 1 number 7 of the Notary Office Law further stipulates that authentic deeds drawn up by and before a Notary in the form and procedure stipulated by law are also known as Notary deeds. So from these provisions it is known that there are 2 (two) types of Notary deeds, namely deeds made by a Notary and those made before a Notary. The deed made by the Notary (relational deed or official deed) describes authentically an action taken or a situation heard, known, seen or experienced by the Notary himself in carrying out his position. Thus, the relaas deed or official deed contains a description of what was seen and witnessed and experienced by the Notary as a public official directly. Therefore, the Notary is truly responsible for the correctness of the contents of the deed. The deed made before a Notary (partij deed or party deed) contains a story of what happened, because of the actions committed by another party before the Notary, meaning what was explained or told by the other party to the Notary in carrying out his position and for the benefit of the party the other party deliberately came before the Notary, so that the statement or action was confirmed by the Notary in an authentic deed. Thus, in essence the partij deed or party deed contains formal truths in accordance with what the parties notify the Notary. This means that the truth of the statements themselves is certain only between the parties concerned themselves.

Apart from being authorized to make authentic deeds and other authorities stipulated in laws and regulations, notaries also have an important role in their capacity to provide legal advice and to verify whether an action or event is in accordance with legal principles based on applicable laws and regulations. This is because everything that is written and determined by a notary in his deed is the truth, a notary is a strong document maker in a civil law process.

Other authorities of a Notary to make authentic deeds are also regulated in Law Number 40 of 2007 concerning Limited Liability Companies ("Limited Liability Company Law"). Notaries have an important role in company activities, one of which is in the GMS which is a very important organ in making various policies related to Limited Liability Companies (the "Company"). Based on Article 1 number 2 of the Limited Liability Company Law, it is stipulated that the GMS is one of the 3 (three) organs of the Company, namely the GMS, the Board of Directors and the Board of Commissioners.

Each organ of the Company has different authority from one another. The GMS has powers that are not granted to the Board of Directors or the Board of Commissioners within the limits specified in the law and/or articles of association, while the Board of Directors is authorized and fully responsible for managing the company for the benefit of the company and representing the company both inside and outside the court, and the Board of Commissioners is tasked with carrying out general or special supervision and providing advice to the Board of Directors when the Board of Directors is carrying out their duties. Basically, the three organs are parallel and side by side in accordance with the

separation of powers under the Limited Liability Company Law, but when viewed from their authority, the GMS has higher authority than the Directors and the Board of Commissioners.

GMS is divided into 2 (two) types, namely annual GMS and other GMS. The nature of the Annual GMS is that it must be held within a period of no later than 6 (six) months after the end of the financial year. While other GMS or what is often referred to as Extraordinary GMS ("EGMS") can be held at any time according to the needs for the benefit of the Company. In the implementation of the GMS, both the Annual GMS and EGMS, there are several matters related to procedures that must be considered in accordance with the meeting agenda or agenda that will be discussed at the GMS. Provisions regarding the procedure for holding a GMS are regulated in Article 81 to Article 90 of the Limited Liability Company Law. As for the procedures for holding a GMS, among others related to summons, granting of power of attorney from shareholders, attendance quorum, decision-making quorum, and minutes of GMS. All provisions regarding the procedure for holding a GMS are mandatory requirements that must be fulfilled because this is related to the validity of the GMS.

In connection with holding a GMS, the Notary has an important role in organizing the GMS because the results of the decisions taken at the GMS must be stated in an authentic deed, drawn up by the Notary in the form of a relaas deed or drawn up in the form of meeting minutes by the Company, in the form of private deed and then the deed is poured in the form of an authentic deed so that the form becomes a partij deed. This is mandatory and must be carried out because based on Article 90 of the Limited Liability Company Law it is stipulated that in every holding of a GMS, minutes must be made. In the event that minutes are not made, the GMS becomes invalid and is deemed to have never existed so that as a result the matters decided and determined at the GMS cannot be implemented.

Given the importance of the role of a notary in the social life order as explained above, a notary must always be guided by laws and regulations in carrying out his duties and authority. In addition, a Notary must also act in a trustworthy, honest, thorough, independent, impartial, responsible manner based on legislation and the contents of the Notary's oath of office. This is because if the duties and authorities given by the state to a Notary are not carried out properly and correctly, then mistakes and abuses committed by a Notary can lead to disruption of legal certainty and people's sense of justice. In addition, violations committed by a Notary will be very detrimental to the parties. Therefore, the Notary Office Law regulates the responsibilities and limitations or prohibitions for Notaries in carrying out their duties. The notary's obligations are regulated in Article 16 of the Notary Office Law. The Prohibition of Notaries is regulated in Article 17 of the Notary Office Law.

Apart from being regulated in the Notary Office Law, the obligations of a Notary are also regulated in other laws related to the making of deeds. For example, the obligation of a Notary regarding making deed of minutes of GMS is regulated in the Limited Liability Company Law which stipulates that in making deed of minutes of GMS, the Notary must be present to see, hear, witness, and follow the process of running the GMS himself, then put what he witnessed and heard into it. deed and signed the deed. The

notary has the obligation to ensure that the implementation of the GMS has fulfilled all the procedural requirements specified in the Limited Liability Company Law. This is because the implementation of the GMS and the making of the deed of minutes of the GMS are in accordance with the provisions of the applicable laws and regulations and does not cause legal problems in the future.

As previously mentioned, notaries have a very important role in the social order of life. Therefore, a Notary in carrying out the duties and authorities of his position must act in a trustful, honest, thorough, independent, impartial, responsible manner based on legislation and the content of the Notary's oath of office. In addition, a Notary should also be a figure whose provisions are reliable, trustworthy, whose signature and all actions provide strong guarantees and evidence, an expert who is impartial, and can keep secrets from appearers, give suggestions and advice without error. or disability (onkreukebaar or unimpeachable) for the appearer,

However, in fact, there are still notaries who commit violations or irregularities in the law in carrying out their duties and authority. This is because in making the deed, the Notary disobeys and adapts to all the regulations related to the making of the deed. One of the legal violations committed by a Notary related to making deed of minutes of the GMS is contained in the case in the Decision of the Palangkaraya High Court Number 69/Pid.B/2016/PN.Plk. In the case of the decision, the Plaintiff, who is a limited liability company established under the laws of the Republic of Indonesia, named PT AAK, The AP notary included/placed the results of the PT AAK GMS which never happened were included in the deed where in essence there had never been a PT AAK GMS meeting to amend the articles of association. And Decision Number 236/Pdt.G/2019/Pn.Bdg, that the Extraordinary GMS (EGMS) was held on March 19 2018, the results of which were stated in Deed Number 11 dated March 19 2018 by not reaching a Quorum because some of the shareholders had stated that he was never present because he did not receive an invitation and even though he should have been summoned a second time to hold an Extraordinary GMS (EGMS).

Because in its application it is still found that there are violations committed by the Notary in making the minutes of the GMS deed, the author is interested in this conduct research related to the responsibility of a Notary for the deed of minutes of the general meeting of shareholders which was made criminally and unlawfully. Based on the background of the problems that have been raised above, the things that will be the subject of this research are formulated, namely:

1. How is the responsibis which is not in accordance with the changes in the articles of association of the limited liability company?
2. What are the legal consequences of the relaas deed in terms of Law Number 2 of 2014 concerning the Office of a Notary and Law Number 40 of 2007 concerning PT?
3. What are the efforts made by a notary who has been sanctioned by the Notary Code of Ethics and the Notary Office Law in Indonesia

The systematics of writing in this study consists of 3 (three) parts. The first part is the introduction. This section

describes clearly the background, problems, and systematics of writing in this study. The second part is discussion. The aim of the research is to describe and analyze the legality of amendments to the Articles of Association of a Limited Liability Company made by a Notary without any Decision of the General Meeting of Shareholders. In accordance with the type of research used above, the approach used is a sociological juridical approach.

The legal materials used in writing this thesis are: (a) primary data, namely data obtained directly from a Limited Liability Company whose case is being studied in the form of a deed of the company's Articles of Association as the main source of research. (b) Secondary data, in addition to primary data based on cases that have occurred, researchers also seek data from library materials as support in the form of books and laws and regulations related to research.

Discussion

a. Analysis of Considerations of the Panel of Judges in the Bandung High Court Decision Number: 69/Pid.B/2016/PN Plk

The main problem in this case is committing the crime of "participating in placing false information in an authentic letter" imposing a crime on the defendant as a Notary (AP) with imprisonment for 3 (three) months, the accused has been proven to have participated in including false statements in the deed number 101 of 2009 the defendant consciously and deliberately without pressure and without coercion issued deed number 101 at the request of AT (as the main director of PT. AAK) made deed number 101, Ny. Sulastri has never appeared before and has never tendered his resignation from his position as Director, and has never sold his shares to Adinata Tupel, according to witness testimony Mrs. Sulastri at trial,

Thus AP is guilty of committing the crime of Article 266 paragraph (1) in conjunction with Article 55 paragraph (1) of the Criminal Code (KUHP). AP notary enters/places the results of the GMS of PT Anugerah Alam Katingn, hereinafter referred to as PT AKK which never happened, is included in the deed where in essence there has never been a PT AAK GMS meeting for changes to the articles of association, changes in share owners, and changes to the management listed in the deed notary number 101 dated December 31 2009. Whereas after the deed was signed by the shareholder, there was never a GMS, it was then forwarded to the Ministry of Human Rights to seek approval and ratification. However, at that time it could not be carried out because it had expired due to legal issues with the Ministry's Sismmenbakum,

b. Analysis of the Considerations of the Panel of Judges in the Bandung High Court Decision Number: 236/Pdt.G/2019/PN.Bdg.

The main problem in this case is the Unlawful Act committed by the Defendants in the holding of the EGMS which illegally appointed Defendant SSM to become the Main Director, especially Defendant Notary TT who had put the results of the EGMS into Deed No. 11 and must be jointly and severally responsible with Defendant SSM and Defendant Koshii HK to compensate PT KTI for losses. Before discussing the responsibilities of a Notary, it must first be discussed why the holding of the EGMS was declared invalid so that the making of Deed No. 11 by Notary TT stated as an Unlawful Act.

Amendment to the Articles of Association of a Limited Liability Company made by a Notary without any resolution of the General Meeting of Shareholders.

The General Meeting of Shareholders (GMS) is one of the organs of a Limited Liability Company which has the highest position and authority in a Limited Liability Company as stipulated in Article 1 point 3 of Law no. 40 of 2007 or UUPT which says: "The General Meeting of Shareholders is a company organ that holds the highest authority in the company and holds the highest authority in the company and holds all authority that is not delegated to the directors and commissioners.

The General Meeting of Shareholders has authority that is not given to the company's Directors and Commissioners. What is meant by authority not granted to the Board of Directors or Board of Commissioners is that Shareholders have the right to obtain statements and information relating to the company from the Board of Directors and Board of Commissioners as long as the requested and required information does not conflict with laws or regulations. applicable and has been scheduled to be discussed at the General Meeting of Shareholders. If the GMS discusses matters that are not on the agenda, new decisions can be taken if all shareholders are present and agree unanimously.

1. Types of general meeting of shareholders

Based on the type and type, the General Meeting of Shareholders can be divided into two, namely:

1. Annual General Meeting of Shareholders
The General Meeting of Shareholders is held no later than 6 months after closing book. At the time of the Annual General Meeting of Shareholders, management must submit documents from the company's annual report.
2. Other General Meeting of Shareholders This General Meeting of Shareholders can be held at any time according to the needs and interests of the company, it can also be held if the company is under certain circumstances and urgently needs to hold a GMS (General Meeting of Shareholders) to resolve the issues and needs required by the company.

2. Procedures and procedures for holding a General Meeting of Shareholders (GMS)

The Annual General Meeting of Shareholders and Other General Meetings of Shareholders are held by the Board of Directors which must be preceded by an invitation to the General Meeting of Shareholders.

The procedures and procedures for holding a GMS as stipulated in article

79No. 40 of 2007 are as follows:

- (1) The Board of Directors summons the shareholders with reference to the provisions that:
 - a. The call for the GMS is made no later than 15 days before the GMS is held.
 - b. Summons for the GMS are made by registered letter.
 - c. Summons for GMS for public companies are made in daily newspapers.
 - d. The summons for the GMS include the date, time, place and agenda for the meeting accompanied by notification that the materials to be discussed at the GMS are available in the office from the time the summons is made until the day the GMS is held.
 - e. The Company is obliged to provide a copy of the Meeting materials to the shareholders

- f. If the summons procedure is not in accordance with the provisions of paragraphs 1 and 2

decisions remain valid if the GMS is attended by all shareholders with valid voting rights and is approved unanimously.

Regarding the holding of the General Meeting of Shareholders as stipulated in article 79 paragraph (2) of Law no. 40 of 2007, it is stated that the holding of a General Meeting of Shareholders can be carried out at the request of:

- a. One or more shareholders who jointly represent 1/10 (one tenth) or more of the total number of shares with voting rights, unless stated otherwise in the articles of association, for example, it may also be in a smaller amount;
- b. board of Commissioners: The request for the General Meeting of Shareholders is addressed to the Board of Directors in a registered letter accompanied by the reasons that form the basis for the application for the General Meeting of Shareholders to be carried out.

Furthermore, the Board of Directors is required to call for a General Meeting of Shareholders within a period of no later than 15 (fifteen) days from the date the request for holding a GMS is received.

- a. If the Board of Directors does not call for the General Meeting of Shareholders to be held, then:
- b. If the party submitting the application for holding the GMS is a shareholder, then the application must be submitted again to the Board of Commissioners
- c. If the party applying for the holding of the GMS is the Board

Commissioners, then the Board of Commissioners calls the GMS itself

In certain conditions, summons can be made through the court, namely if the Directors and Commissioners do not call for the holding of the General Meeting of Shareholders within the stipulated period as stipulated in Article 79 paragraph (5) and paragraph (7), then the Shareholders can submit a request to the chairman. the district court in the legal territory of the Company is domiciled to determine whether to give permission to the applicant, namely the Shareholders, to personally call the GMS as stipulated in Article 80 paragraph (1) of Law No. 40 of 2007 concerning Limited Liability Companies. The General Meeting of Shareholders which is held based on the request of the Shareholders in it will only discuss the agenda as determined by the Court.

If the shareholder is unable to attend the meeting to be held, the relevant shareholder authorizes another person by means of a written power of attorney to that person to attend the GMS. In the event that it turns out that after giving power of attorney to another person, it turns out that the shareholder himself attends the GMS, the power of attorney that has been given is not valid for the meeting. However, Article 85 paragraph 6 of the Limited Liability Company Law stipulates that the Chairperson of the Meeting has the right to determine who is entitled to attend the General Meeting of Shareholders by taking into account the provisions of Law no. 40 of 2007 (UUPT) with the articles of association of the Company. Shareholders without voting rights do not have the right to attend the GMS and to authorize their voting rights, as are the rights of shareholders with voting rights.

Votes in a voting, votes issued by shareholders apply to all shares they own and shareholders are not entitled to give power of attorney for a portion of the number of shares they own with different votes.

3. The limits and scope of authority that can be carried out by the Meeting

General Shareholders (GMS)

The limits and scope of authority that can be carried out by the Meeting

General Shareholders (GMS) in a Limited Liability Company (PT), among others as follows:

1. The General Meeting of Shareholders (GMS) cannot make decisions that are contrary to applicable law and the provisions in the articles of association (although the articles of association can be amended by the General Meeting of Shareholders (GMS) as long as they meet the requirements).
2. The General Meeting of Shareholders (GMS) may not make decisions that are contrary to the interests protected by law, namely the interests of stakeholders, such as minority shareholders, employees, creditors, the surrounding community and so on.
3. The General Meeting of Shareholders (GMS) may not make decisions that are is the authority of the Board of Directors and the Board of Commissioners, as long as the two company organs do not abuse their authority.

4. Analysis of the legality of changes to the articles of association of limited liability companies which were carried out without a GMS decision based on the theory of authority

As previously explained, there are two types of General Meeting of Shareholders, namely the Annual General Meeting and Other General Meetings or better known as the Extraordinary General Meeting of Shareholders. In this Extraordinary General Meeting of Shareholders, the procedure is used to conduct a General Meeting of Shareholders in accordance with the needs and interests required by the company, one of which is the General Meeting of Shareholders to amend the Articles of Association. Extraordinary General Meeting of Shareholders is a GMS in addition to the Annual General Meeting, which can be held at any time based on the need for the benefit of the company. The process for holding an Extraordinary General Meeting of Shareholders is the same as the process for holding a General Meeting of Shareholders in general.

Extraordinary General Meeting of Shareholders held to amend the Articles of Association, then an Extraordinary General Meeting of Shareholders to amend the Articles of Association can be held if at least 2/3 (two thirds) of the total shares with voting rights are present or represented at the meeting. The GMS and decisions are valid if approved by at least 2/3 (two thirds) of the total votes cast, unless the Articles of Association determine the number of attendance quorums and/or the provisions regarding the resolutions of the General Meeting of Shareholders are determined differently or differently, but usually in practice the quorum requirements are determined to be greater. However, if the attendance quorum is not reached, a second Extraordinary General Meeting of Shareholders (EGMS) can be held.

The second General Meeting of Shareholders is only entitled to make decisions if at the meeting at least 3/5

(three fifths) of the total number of shares with voting rights are present or represented at the Extraordinary General Meeting of Shareholders and decisions are valid if approved by at least 2/3 (two thirds) part of the number of votes cast, unless the Company's Articles of Association determines the quorum for attendance and/or provisions regarding decision-making at a larger GMS. In the event that the quorum for the second General Meeting of Shareholders is not reached, the company may request the chairman of the district court whose jurisdiction covers the domicile of the company at the request of the company to determine a quorum for the third General Meeting of Shareholders. The summons for the third GMS must state that the second Extraordinary General Meeting of Shareholders has been held but no quorum has been reached so that the third Extraordinary General Meeting of Shareholders needs to be held with a quorum determined by the District Court. Determination of the quorum for the General Meeting of Shareholders by the Chairman of the District Court is inkracht in nature and has permanent legal force. As well as other legal remedies can not be done, for example appeal and so on.

Summons for the second and third General Meeting of Shareholders are made no later than 7 (seven) days before the General Meeting of Shareholders is held. Whereas the second and third General Meeting of Shareholders are held within a period of no sooner than 10 (ten) days and no later than 21 (twenty one) days after the previous General Meeting of Shareholders.

Based on the description of the requirements for amendments to the Articles of Association, it means changes can be made by a company, but they must be carried out in accordance with predetermined conditions, from the various requirements that must be met it can be concluded that the point is that changes to the articles of association must be approved by the majority of shareholders because the company was established with an agreement to guarantee that changes is actually carried out at the will of the shareholders.

The validity of the amendment to the Articles of Association of the Limited Liability Company which was made without any resolution of the general meeting of shareholders.

If the procedure for amending the Articles of Association as mentioned above

carried out in accordance with the rules and regulations, then the amendments to the Articles of Association considered valid and in accordance with procedures, but on the contrary if the procedures and procedures stipulated by law are not implemented in whole or in part, then the amendment to the Articles of Association is clearly invalid.

When connected with the theory of authority, the Notary as a general official who makes the Deed of Amendment to the Articles of Association is not authorized to change the term of office of the Board of Directors in the Articles of Association without an order through the General Meeting of Shareholders which is contained in the results of the Meeting in the form of Minutes of the General Meeting of Shareholders, because obligations The notary as a public official only states what he saw and what he did. So that the strength of the formal proof of the deed regarding what is stated and included in the deed is not in accordance with the description of the parties stated in the deed when, when they appear before the authorized official, namely Notary Public. Meanwhile, the proving strength of the deed in the material sense is also invalid because legally the contents of the deed

did not really happen. This means that what is stated by the notary in the deed of the articles of association contains some of the contents which are not the will of the parties.

Closing

Validity of the Deed of Changes to the Composition of the Company's Management With the Requirements for the Implementation of the GMS/EGMS not being fulfilled, of course no GMS resolutions can be notified to the Minister of Law and Human Rights. The GMS of a Limited Liability Company can only be held if the requirements stipulated by law have been fulfilled, otherwise the logical consequence of the act is an unlawful act. The deed of changing the composition of the company's management without fulfilling the requirements for the implementation of the GMS/EGMS cannot be implemented and is an illegal act if it is still carried out, then the deed made is considered invalid.

Responsibility of the Notary Against the Deed of Changes in the Composition of the Company's Management With the Non-fulfillment of the Requirements for the Implementation of the GMS / Extraordinary GMS, the product is cancelled. The cancellation of the deed caused by the notary's negligence certainly causes losses for certain parties in the deed in question. The notary can be held liable in a civil manner and the claim is based on an unlawful act. An unlawful act committed by a notary that causes harm to the client can be charged under Article 1365 of the Civil Code.

References

1. Dwi Rosuliati, Lecture Materials for Deed Making Techniques I, Malang, FH UB, 2015.
2. Lili Rasjidi and Liza Sonia Rasjidi, Fundamentals of Philosophy and Legal Theory, Bandung, CitraAditia Bakti, 2012.
3. Lumban Tobing, Notary Office Regulations, Jakarta, Erlangga, 1980.
4. Ropaun Rambe, Complete Civil Procedure Code, Jakarta, Sinar Graphic, 2010.
5. Hilda Sophia Wiradiredja, "Criminal Responsibility of Notaries in Making Deeds Based on False Statements Connected with Law Number 30 of 2004 Concerning the Position of Notary jo. Law Number 2 of 2014 and the Criminal Code", Journal of Legal Insights Volume.32 Number 1 February 2015.
6. Hari Sasangka, Law of Evidence in Civil Cases for Students and Practitioners, Bandung, Mandar Maju, 2005.
7. GHS Lumban Tobing, Notary Office Regulations, Cet. 2, Jakarta: Erlangga, 1983.
8. Saska, Hari. Law of Evidence in Civil Cases for Students and Practitioners, Bandung, Mandar Maju, 2005.
9. Tan Thong Kie, Notary Studies and Miscellaneous Notary Practice Book I, Jakarta, PT Ictiar Baru van Hoeven, 2000.
10. Ella Agustin, *et al.*, "Notary Liability in Making the Deed of Statement of Resolutions of the General Meeting of Shareholders", Scientific Article Research Results of Law Faculty Students, University of Jember 2013.
11. Indonesia, Limited Liability Company Law, Law Number 40 of 2007, LN Number 106 of 2007, TLN Number 4756, Ps. 1-2.
12. Yasin Tanaka, "The Roles and Responsibilities of Notaries in Shareholders' Decisions Outside the General Meeting of Shareholders (GMS) Based on Law Number 40 of 2007 concerning Limited Liability Companies", Journal of Repertorium Volume IV No. 1 January-June 2011, 114.
13. Augustine, Ella. *et al.* "Notary's Responsibilities in Making the Deed of Statement of Resolutions of the General Meeting of Shareholders", Scientific Article Research Results of Law Faculty Students, University of Jember, 2013, 2.
14. Sjaifurrachman and Habib Adjie, Aspects of Notary Liability in Making Deeds. print 1. Bandung: Mandar Maju, 2011, 1-2.
15. Maulida Rahimi, "Legal Protection of Notaries in Criminal Cases for Making Deeds
16. Amendments to Minutes of Meeting", Lex Ranaissance No. 2 Vols. 2 July 2017, 316.
17. Tan, Thong Kie. Notary Studies and Miscellaneous Notary Practice Book I. Jakarta, PT Ictiar Baru van Hoeven, 2000, 162
18. Ahmad Yani and Gunawan Widjaja, Business–Bankruptcy Law Series, Jakarta, Raja Grafindo Persada, 2011, 55.
19. Orinton Purba, Practical Instructions for GMS, Commissioners and Directors of Limited Liability Companies to Avoid Legal Traps, Jakarta, Reach Asa Success, 2011, 27.
20. Munir Fuady, Protection of Minority Shareholders, Bandung: Utomo, 2009, 4.