



Legal Consequences for Notaries Who Include False Information in the Deed of Minutes of the General Meeting of Shareholders

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ABSTRACT

This thesis discusses the legal consequences for a notary who enters a false statement in the Deed of Minutes of the General Meeting of Shareholders, how to place an authentic deed as perfect evidence in the evidentiary system if there is a false statement given by the parties to the Notary. The problems in this thesis are 1) What is the position of authentic evidence as perfect evidence in the evidentiary system if there is false information given by the parties to the Notary; 2) what are the legal consequences for a notary who enters false statements in the Deed of Minutes of the General Meeting. The research method used is normative legal research with the nature of analytical descriptive research. The conclusion from writing this thesis is that the position of the two authentic deeds as perfect evidence in the judicial process with the existence of false information given makes the two authentic deeds underhanded and invalid due to the non-fulfillment of the requirements specified in the laws and regulations concerning requirements for the General Meeting of Shareholders (GMS) and conditions for the transfer of rights to shares. So that the legal consequences for a Notary who in carrying out his position is contrary to the Notary's Position Law and the Criminal Code, the notary may be subject to criminal sanctions. This research suggests that the Notary must examine everything needed to make a deed such as all the completeness of the documents from the appearers.

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Introduction

In a country, there are institutions that support the way government, for one institution Notary. A notary institution is an institution in society known as a "notariat", which emerged from the needs of the people who want it to exist tool proof about relationships law existing civil code, and/ or happens in between them. Thus, the position of Notary Public is born because of society's needs, right? deliberate position created and then new socialized to public general. More continue in explanation general, based on Article 1 number (1) Law Republic of Indonesia Number 2 of 2014 Concerning Changes to the Law Number 30 of 2004 Concerning Position Notary, Notary is official general authorized to make deed authentic and owning authority other as intended in this Law or based on law other¹.

In practice, sometimes the parties or facing give untrue (false) information/statements to a notary. This is one person the notary does not know that information/statement is information/statement falsely provided by the parties or facing. So that a Notary Public pouring information/statement is in the form deed notary. Furthermore, other parties feel it is disadvantageous for a problematic deed Notary Public, to even report the Notary Public to officers who enforce the law on base following criminal that. If a Notary Public has proven do follow a criminal, then a Notary Public must be the responsible answer to following the crime².

One example decision court is Decision Bandung District Court Number 976/ Pid.B /2017/ PN.Bdg., which tried case criminal with an examination procedure ordinary in level first. Initially PT. SARIYUNIKA

¹ R Soegondo Notodisoerjo and Notarial Law in Indonesia, 'An Explanation, Jakarta: PT', *Rajagrafindo Persada*, 1993.

² Yanti Jacline Jennifer Tobing, 'Supervision of the Notary Supervisory Board in Violations of Position and Notary Code of Ethics (Case Study: MPP Number: 10/B/MJ. PPN/(2009) Jo. MPW Decision Number: 131/MPW-JABAR/2008)', *Master of Notary Affairs, University of Indonesia, Depok*, 2010.

JAYA was founded in Bandung on January 3, 1989 based on Deed Notary Public Number: 11 dated January 3 1989 made by Notary Evi Hybriawati Soegiono, SH, CN, as Notary Public Replacement Wiratni Ahmadi, SH (continued from CV. SARI TEXTILE INDUSTRY)³. the company has registered as well as got validation from the Minister of Justice Republic of Indonesia based on the Decree of the Minister of Justice Republic of Indonesia Number: C2-8691.HT.01.01.TH'89, dated 14 September 1989. The following arrangement its management includes:

1. Director Main: Mr. OEY TIAUW SIOE (holding 11 shares);
2. Commissioner Main: Mrs. LUSWATI (holding 1620 shares)

PT. SARIYUNIKA JAYA is moving in the field of textile production, with the address office on Jalan Leuwigajah Number 153, Bandung Regency. Based on General Meeting of Shareholders (GMS) PT. SARIYUNIKA JAYA Number 3 Date 5 August 2003, composition holder shares of PT. SARIYUNIKA JAYA namely:

- a. Mr. Oey Han Bing as much as 29,700 (twenty-nine thousand seven hundred) sheets shares with a value of IDR 29,700,000.000,- (twenty-nine billion seven hundred million rupiah);
- b. Mr. Oey TiauW Sioe has as many as 1,650 (one thousand six hundred and fifty) sheets shares with a value of IDR 1,650,000. 000,- (one billion six hundred and fifty million rupiah);
- c. Mr. Oey Huei Beng a total of 825 (eight hundred and twenty-five) sheets shares with a value of IDR 825,000. 000,- (eight hundred twenty-five million rupiah);
- d. Mrs. Oey Chew Ming totaling 825 (eight hundred and twenty-five) shares shares with a value of IDR 825,000. 000,- (eight hundred twenty-five million rupiah).

Defendant Oey Han Bing on November 18 2010 facing Notary Yohana Menggala and ordered witness Notary Yohana Menggala to make it something of the deed containing it as if on November 18 2010 happened agreement diversion share from witness Oey Chew Ming told Defendant Oey Han Bing⁴. That thing on purpose the defendant Oey Han Bing did it with the intention of owning and controlling share ownership witness Oey Chew Ming totaling 825 (eight hundred and twenty-five) pieces of shares which at that time were in the United States. Furthermore, on request, the defendant Oey Han Bing witness Notary Yohana Menggala published 2 (two) pieces deed namely:

- 1) Deed of Minutes of the General Meeting of Shareholders (GMS) of PT. SARIYUNIKA JAYA Number 23 Dated November 18, 2010, contains about the General Meeting of Shareholders (GMS) which resulted in the agreement transfer of 825 (eight hundred and twenty-five) sheets of shares owned by Oey Chew Ming's sister to Brother Oey Han Bing;
- 2) Meanwhile Deed of Sale and Purchase (AJB) of Company Shares Number 24 dated November 18, 2010, containing about sales of 825 (eight hundred and twenty-five) shares share owned by Sister Oey Chew Ming at PT. SARIYUNIKA JAYA to Brother Oey Han Bing.

Each deed is marked handled by Notary Yohana Menggala, witness name Leni Widiya, and witness Imas Nining Nurnaningsih. Oey Chew Ming is the owner of 825 (eight hundred and twenty-five) shares shares in PT. SARIYUNIKA JAYA did not know and was not present at the implementation General Meeting of Shareholders (GMS) PT. SARIYUNIKA JAYA later stated in the Deed of Minutes of the General Meeting of Shareholders (GMS) of PT. SARIYUNIKA JAYA Number 23 Dated November 18, 2010, contains about the General Meeting of Shareholders (GMS) which resulted in the agreement transfer of 825 (eight hundred and twenty-five) sheets shares owned by Oey Chew Ming's sister to Brother Oey Han Bing, which was made and signed by Notary Yohana Menggala, SH So, Sister Oey Chew Ming never affix sign hand in the Minuta Deed of Minutes of the General Meeting of Shareholders (GMS) PT. SARIYUNIKA JAYA Number 23 November 18 2010⁵.

And also sister Oey Chew Ming is the owner of 825 (eight hundred and twenty-five) shares shares in PT. SARIYUNIKA JAYA doesn't know about making a Deed of Sale and Purchase (AJB) of Company Shares Number 24 dated 18 November 2010, contains about sales of 825 (eight hundred and twenty-five) shares share owned by Sister Oey Chew Ming at PT. SARIYUNIKA JAYA to Brother Oey Han Bing. According to him, he never did sell share his to Brother Oey Han Bing and never affixed a sign hand in the Minuta Deed of Sale and Purchase (AJB) of Company Shares Number 24 dated November 18, 2010, containing about sales of 825 (eight hundred and twenty-five) shares share owned by Oey Chew Ming's sister at PT. SARIYUNIKA JAYA to

³ Anta Rini Utami, Dahlan Ali, and Mohd Din, 'Criminal Liability of Notary Officials for the Crime of Forgery of Authentic Deeds', *Journal of Legal Studies*, 4.2 (2016).

⁴ Hilda Sophia Wiradiredja, 'Criminal Liability of Notaries in Making Deeds Based on False Information Is Linked to Law Number 30 of 2004 Concerning the Position of Notaries in conjunction with Law Number 2 of 2014 and the Criminal Code', *Journal of Wawasan Juridika*, 32.1 (2016), 58 –81.

⁵ Habib Adjie, 'Annulment and Cancellation of Notarial Deeds, Refika Aditama' (Bandung, 2011).

Brother Oey Han Bing. This is because in November 2010 Oey Cheuw Ming's sister was not in Indonesia and based on Passport Number 468535499 above Name Oey Cheuw Ming's sister was recorded that: "Sister Oey Cheuw Ming is out from Indonesia via Jakarta's Soekarno Hatta Airport on August 13 2010, and re-entering Indonesia via Jakarta's Soekarno Hatta Airport on July 31 2011."⁶. Consequence of the deed defendant Oey Han Bing's sister Oey Cheuw Ming suffered a loss of a total of 825 (eight hundred and twenty-five) sheets shares with a value amounting to IDR 825,000. 000,- (eight hundred twenty-five million rupiah).

Method

This article uses a type of study normative juridical. This research uses a study normative in nature qualitative that includes a study of principles law always related to philosophy law. Study normative used a number of approaches following Approach Legislation (Statute Approach) and Approach Analytical. Study law normative use approach legislation will more accurate when used illustrative research about How said responsibility Notary Public to The deed he made according to provision Constitution or regulations nor reality in practice object research. In this writing it is used is the study model library (library research), which means that study literature is assessment information written about originating law from various sources published in a way wide as well as needed in research law normative, that is writing based on the data created object research, like regulation laws, books libraries, magazines, articles, letters news, bulletins about all problems that are in accordance with the thesis will be compiled and studied in a way comprehensive

Research Results

Position Deed Authenticity as Perfect Evidence in the System Proof If there is false information provided by the parties To Notary Public

That as stated in the case position actually Extraordinary General Meeting of Shareholders (EGM) PT. Sariyunika Jaya never happened, happened only Mr. Oey Han Bing came to Notary Yohana Menggala, because needed to fulfill all terms and conditions that are regulated in the regulation legislation in this case in particular Law Number 40 of 2007 concerning Limited Liability Companies⁷.

Basically, the authority organizes the Extraordinary General Meeting of Shareholders (EGM). are Directors of the Company as well as according to the initiative from The Company's own Directors, as follows arranged in Article 79 Paragraph (1) Law Number 40 of 2007 concerning Limited Liability Companies, reads: "Directors holding an Annual GMS with precedence summons", will but provision it doesn't close possibility maintenance Annual General Meeting of Shareholders (GMS). or Extraordinary General Meeting of Shareholders (EGM) was held on request:

1. 1 (one) person or more holder shares together represents 1/10 (one tenth) or more from amount all over shares with rights sound, except budget base determine something amount smaller; or
2. Board of Commissioners.

In this case, even though Mr. Oey Han Bing has fulfilled the condition amount of shares to request The Extraordinary General Meeting of Shareholders (EGM) means that it has exceeded 1/10 (one-tenth) of the number of shares with rights sound, Mr. Oey Han Bing's request for maintenance The General Meeting of Shareholders (GMS) is invalid because it doesn't fulfill it condition submission request i.e. never There is request A valid General Meeting of Shareholders (GMS), then Directors do calling "Directors do calling to holder to share before organizing General Meeting of Shareholders (GMS)" and time his calling must according to article following "Summoning The Extraordinary General Meeting of Shareholders (EGM) is held within the term the latest time is 14 (four twelve) days before date The Extraordinary General Meeting of Shareholders (EGM) was held, without taking into account date call and date Extraordinary General Meeting of Shareholders (EGM) ⁸".

This call is made in the form letter registered and/ or by letter advertisement in the mail with the news in it containing the date, time, and agenda of the meeting. In no case ever there an invitation or good call to

⁶ Andreas Albertus Andi Prajitno, *Practical Knowledge About What and Who Are Notaries in Indonesia?* (Putra Media Nusantara, 2010).

⁷ Kharisman ADHYATMA, 'Application of the Principle of Notarial Care in Preparing Deeds of Minutes of General Meeting of Shareholders Through Electronic Media and Their Implications' (General Soedirman University, 2021).

⁸ PRINCESS ALVI SAFIRA, Joni Emirzon, and Agus Trisaka, 'THE PROCESS OF MAKING A DEED OF SALE AND PURCHASE BINDING BEFORE A NOTARY REGARDING INHERITANCE PROPERTY WHICH THE EXISTENCE OF ONE OF THE HEIRS IS NOT KNOWN' (Sriwijaya University, 2020).

the holders Company shares or Notary Yohana Menggala, of course, this also became the thing that couldn't be fulfilled and violated the terms and conditions arranged call in Law Number 40 of 2007 concerning Limited Liability Companies⁹. On the day A General Meeting of Shareholders (GMS) was held Notary based on the Shareholders Register (DPS), the Notary can know about holder shares present and/or represented by rights voice legitimate as well as all qualification shares owned by the Company, this is for the Notary count quorum General Shareholders Meeting (GMS), in this case, Notary Yohana Menggala, of course, you can't do stages the Because indeed never happen There is no actual General Meeting of Shareholders (GMS). holder shared others who came except Mr. Oey Han Bing¹⁰.

From the calculation of the results Notary Public on the basis of the Register of Shareholders (DPS), then Notary Public Can determine if has it been fulfilled. or Not yet quorum presence in order to be able to hold a General Shareholders Meeting (GMS). About quorum General Shareholders Meeting (GMS) itself is different depending on agenda items determined by the Company, in this case, if the agenda item only sells buy shares owned by Mrs. Oey Cheuw Ming to Mr. Oey Han Bing then in accordance with the Law Number 40 of 2007, the attendance quorum is 1/2 (one half) part from all over amount voting shares present or represented or this is a budget the basis of the Company can determine the nominal requirements stipulated in the Law Number 40 of 2007 concerning Limited Liability Companies. If all the above condition of The General Meeting of Shareholders (GMS) was fulfilled then can do transfer right on share on base decisions The General Meeting of Shareholders (GMS) approved it transfer right on share¹¹. The first thing to do for those parties who wish to transition rights on the share do the transition with the Deed Transfer of Rights, and Deeds This transfer of rights can be in the form of a deed Notary Public or a deed made in front of a Notary, or deed under hand.

Law Number 40 of 2007 concerning Limited Liability Companies gives freedom for the parties who wish to divert shares and determine from their deed wish¹². In this case, Notary Yohana Menggala emit the product deed of Minutes of Extraordinary General Meeting of Shareholders (BA EGMS) of the Company and Deed of Sale and Purchase (AJB) of the Company's Shares, then deed notary used in the election deed that. However must remembered that there is governing conditions regarding transfer right on shares, if the holder share wants to sell the shares the can be regulated in the Company's Articles of Association regarding the requirements:

- a. Must offer moreover formerly to holder shares by classification certain or holder share others ;
- b. Must get an agreement moreover formerly from the Company Organs;
- c. Must get an agreement formerly from an authorized agency in accordance with the provisions of regulation legislation.

In this case, Notary Yohana Menggala issued the two deeds only based on Mr. Oey Han Bing's statement, of course, if of course set on a budget the Company's principles regarding the above conditions, Mr. Oey Han Bing never conditions¹³. Reassurance and protection of the law are visible through the deed that he created as a tool for perfect evidence in Court. Evidence perfect Because the deed authentic has 3 (three) powers of proof namely:

- 1) Outwardly (Uitwendige Bewijskracht)
- 2) Formal (Formele Bewijskracht)
- 3) Material (Materiele Bewijskracht)

The Deed of Minutes of the General Meeting of Shareholders (GMS) is one of the product deeds issued by a Notary are categorized as a deed release, A deed release is a deed made by a given official authority for that which in this case is Notary Public¹⁴. In deed said, the Notary explains what is seen, witnessed, and done, meaning in this case the Deed of Minutes of the General Meeting of Shareholders (GMS) or deed related based on the above can be said that have proof outward and formal only¹⁵.

In the cases above can be seen that for two products the deed issued by Notary Yohana Menggala cannot fulfill the condition of formal proof, because in court Mrs Oey Cheuw Ming never knew, attended,

⁹ Binsar Wijaya, 'Judicial Analysis of the Position of Deeds of Changes to Limited Liability Companies Made by Notaries but Not Obtaining Approval from the Minister of Law and Human Rights', *Premise Law Journal*, 16 (2016), 164899.

¹⁰ Ismail Saleh, 'Building the Professional Image of Indonesian Notaries' (Bandung, General Briefing/lecture of the Minister of Justice of the Republic of Indonesia in..., 1993).

¹¹ Sudikno Mertokusumo, 'The Meaning of Legal Discovery for Notaries', *Renvoi, Number*, 12 (2004).

¹² GHS Lumban Tobing, *Notary Regulations (Notary Regelement)* (Erlangga, 1983).

¹³ GHS Tobing, 'Lumban.(1991) Regulations on the Position of Notaries', *Jakarta: Gelora Aksara Pratama*, 1992.

¹⁴ Wijaya.

¹⁵ SAFIRA, Emirzon, and Trisaka.

agreed, or signed both deeds that, then strength proof of the two deeds executed by the Notary cannot said to be a tool perfect proof because it is not fulfilled these formal requirements¹⁶. Next, the conditions of it's legal something agreement according to The provisions of the Civil Code (KUHPerduta) are: must fulfill 4 (four) conditions, namely:

- a) Agreement with those who tie itself ;
- b) The ability to create something engaging;
- c) A matter certain ;
- d) A lawful reason.

The first two conditions, namely there is an agreement between those who tie itself and the ability to create something engagement named conditions subjective, because about people or the subject does it agreement, while two conditions final that is condition matter certain and a lawful causes are called conditions objective Because about the agreement Alone or object from deed the law is carried out¹⁷. Failure to fulfill one element from fourth element the causes defects in agreements and treaties the threatened with annulment, either in form canceled (if there is a violation of subjective) or null and void (if there is a violation of objective). In this case, the two deeds violate the terms subjective and condition objective¹⁸.

First, the Deed of Minutes of the Extraordinary General Meeting of Shareholders (EGM), that Mr. Oey Han Bing violated condition subjective that is a condition capable, because he is capable of submitting an application making deed the namely the Company, in this case, represented by the authorized President Director of the Company namely Mr Tiau Sioe, as well also violates the conditions objective that is something lawful cause, because base made it Deed of Minutes of the Extraordinary General Meeting of Shareholders (EGM) with information false or can said fraud. Second, the Deed of Sale and Purchase (AJB) of Company Shares, that in the Deed of Sale and Purchase, (AJB) of Company Shares must be based on the agreement of the parties namely Mr. Oey Han Bing and Mrs. Oey Cheuw Ming, but in this case, Mrs. Oey Cheuw Ming never agreed from the agreement it, therefore violates condition subjective, and also violating condition objective that is something lawful cause, because base made Deed of Minutes of the Extraordinary General Meeting of Shareholders (EGM) with information false or can said fraud. Deed notary as a product from the General Officer, then evaluation to deed Notary Public must be carried out using the Principle of Legal Presumption (*Vermoeden van Rechtmatigheid*) or *Presumptio Iustae Causa*. This principle can be used for the assessment deed notary, that is deed Notary Public must consider legitimate until There is the party deed it is invalid. To judge or state deed it is invalid must go to the court general¹⁹.

Over and over lawsuits walk with a tone of decision the court has strength law fixed, then deed Notary Public still valid and binding on the parties or Who only those interested in the deed the²⁰. Based on things described above about condition legitimate agreements and principles presumption legitimate making the two deeds made by Notary Yohana Menggala become invalid or null and void²¹.

However, in this case, Mrs. Oey Cheuw Ming did not ask to cancel the two deeds made by Notary Yohana Menggala and also did not carry out lawsuit civil or criminal against Notary Yohana Menggala, Mrs. Oey Cheuw Ming only do lawsuit criminal against Mr. Oey Han Bing, for not suing the product deed issued or Notary Yohana Menggala as official legal general, then both deeds the throughout Not yet submitted demands or lawsuit, then product deed issued by Notary Yohana Menggala null and void after getting decision court about null and void both deeds the²².

As Notary Yohana Menggala violated provisions set out in provisions Law Number 2 of 2014 or Law Number 30 of 2014 concerning the Position Notary, regarding the unsigned deed handled by Mrs. Oey Cheuw Ming, obligation Act carefully, Notary Yohana Menggala responsible answer on his violations do that, good

¹⁶ Bibliography BUKU Soerjono Soekanto, 'Introduction to Legal Research, Jakarta: University of Indonesia, 2015', Yahya Harahap, *Discussion of Problems and Application of the Criminal Procedure Code for Investigation and Prosecution*, Jakarta: Sinar Grafa, 2012.

¹⁷ Amiruddin H Zainal Asikin and H Zainal, 'Introduction to Legal Research Methods, PT', *Raja Grafindo Persada*, Jakarta, 2004.

¹⁸ Adhi Purnomo, 'THE ROLE OF THE TENDER TEAM IN EFFORTS TO ACHIEVE CONTRACT VALUE IN CONSTRUCTION SERVICES COMPANIES', *Menara: Journal of Civil Engineering*, 5.1 (2010), 13.

¹⁹ Prajitno.

²⁰ Supramono Gatot, 'Limited Company Law' (Jakarta: Djangkat Publishers, 1996).

²¹ Gunawan Widjaja and Hardijan Rusli, 'Judicial Review of General Meetings of Shareholders in Limited Liability Companies (Closed PT)', 2012.

²² Munir Fuady, 'Legal Theory of Criminal and Civil Evidence, 2nd Edition, Bandung: Pt', *Citra Aditya Bakti*, 2012.

because his negligence or on purpose, and for Mrs Oey Cheuw Ming as the one who used it service Notary Yohana Menggala the can become base reason demands if suffer loss that is can demand good replacement cost, replace loss, and interest to Notary. Demands to Notary in form replacement cost, replace loss, and interest as a result results product deed notary who has strength proof as the deed below hand or null and void²³.

Both deeds if not yet done lawsuit, as explained above about principle presumption valid, then still can to be tool evidence in the judicial process (if stay in the moment procession no trial was held lawsuit or demands related deed mentioned)²⁴. In civil proceedings, the judge is concerned with the tool's valid evidence, which means that the judge just can make a decision based on tool evidence determined by the Civil Code, which states tool proof consists above:

- (1) Written evidence;
- (2) Evidence with witnesses ;
- (3) Estimates ;
- (4) Acknowledgment ;
- (5) Oath.

Written proof is possible means one of them is deed authentic nor deed below hands, in this case, both product's deeds made by Notary Yohana Menggala are included in the tool proof that is proof writing. Different from tools evidence known in the criminal procedural justice process, which is regulated in the provisions Article 184 Paragraph (1) of the Criminal Code (KUHP):

- (a) Witness statements ;
- (b) Expert testimony ;
- (c) Letter;
- (d) Instructions ;
- (e) Statement of the defendant.

Deed of Minutes of the Company's Extraordinary General Meeting of Shareholders (EGM) and Deed of Sale and Purchase (AJB) of Company Shares made by Notary Yohana Menggala still can become tool proof during Not yet done demands or lawsuits to the deed (if during procession there is no trial object from the injured party namely Mrs. Oey Cheuw Ming). Based on provisions Article 1870 Civil Code (KUHPperdata), the deed is authentic as a tool for perfect proof of what is contained inside it It means if One party submits something deed authentic, the judge must accept it and assume what was written in the deed the has happen something is true, so the judge may not instruct add other evidence.

In this case, the Panel of Judges admitted this in the trial about null and void both deeds. Then strength proof from both deeds is authentic It no longer exists, and it can't become a tool second proof issued by a Notary the considered never there is and never is made.

Consequences for Notaries Who Include False Information in the Deed of Minutes of the General Meeting of Shareholders (GMS)

A notary as an official general appointed by the government to serve as a waiter community to serve community needs will have valid legal documents that are authentic²⁵. Nowadays more and more are notary born in Indonesia. Due to the more Lots Notary, the government gives limitations obligations, and prohibitions to The notary making it negligence that can harm society, as well as sanctions if The notary concerned violates or is negligent in carrying out his position²⁶. Obligations The notary relating to this case, among other things, is based on:

- a. Article 16 Paragraph (1) letter a of the Law Position Notary (UUJN), in carrying out position, the Notary must Act trustworthy, honest, thorough, independent, impartial, and caring interest parties involved in the action law ;
- b. Code of Ethics Notary Public Extraordinary Congress Bond Indonesian Notary, Banten dated 29 to 30 May 2015, in particular, Article 3 letter d, one Notary in action position must behave honestly,

²³ Liliana Tedjosaputro, *Notary Professional Ethics: In Criminal Law Enforcement* (Bigraf Publishing, 1995).

²⁴ Ridwan Mansyur and DY Witanto, 'Simple Lawsuits: Theory, Practice and Problems', *Jakarta: Pustaka Dunia*, 2017.

²⁵ Thi Thanh Xuan Diep, 'Conflict Between Protection of Industrial Property Rights for Trademarks and Domain Names Under Vietnamese Law', *VNU Journal of Science: Legal Studies*, 37.2 (2021).

²⁶ Asriyani Basri and Hamsir Hamsir, 'Roles and Responsibilities of Legal Officers', *Alauddin Law Development Journal*, 2.3 (2020), 389–400.

independent, impartial, trustworthy, thorough, full of responsibility answer, based on regulation legislation and content oath position Notary.

To declare or evaluate the deed it is invalid must submit a lawsuit to the District Court. Over and over lawsuits walk until there is a decision the court has strength fixed law, then the deed Notary Public is still valid and binding on the parties or only those interested in the deed.

Apply principle presumption valid for the deed notary, then apply provisions contained in Article 84 of the Law Position Notary (UUJN), i.e. the deed in question only has strength proof as the deed below hands is no longer needed, so nullification deed Notary Public only form can be canceled or null and void²⁷. The principle of presumption legitimate to deed Notary Public relating to canceled deeds, namely something action contain defective, that is, lack of authority Notary to make deed in a way outward, formal and material, and not in accordance with the rules law about making deed Notary Public. This principle cannot used to assess deed Notary Public null and void considered never There is²⁸. Thus, within reason certain as stated above, the position deed Notary Public includes:

- a. Cancellable ;
- b. Null and void ;
- c. Have strength proof as the deed below hand ;
- d. Canceled by the parties themselves; And
- e. Canceled by judgment the court has strength in fixed law Because the application principle presumption is valid.

In this case, mentioned above, yes seen that Notary Yohana Menggala made an error or violated provisions regulated in Law Number 2 of 2014 or Law Number 30 of 2014 concerning Position Notary, regarding the deed not signed by Mrs. Oey Cheuw Ming, obligation Act carefully, Notary Yohana Menggala must responsible answer on his violations do or negligence or intentionally, for Mrs. Oey Cheuw Ming as the one who used it service Notary Yohana Menggala the can become base reason demands if Mrs Oey Cheuw Ming suffers a loss that is can demand good replacement cost, replace loss, and interest to Notary Public²⁹. Demands to Notary in form replacement cost, replace loss, and interest as a result from results product deed notary who has strength proof as the deed below hand or null and void.

Based on the analysis mentioned above so can withdraw the conclusion that the consequence law for a Notary who entered information false in the Deed of Minutes of the General Meeting of Shareholders (GMS), namely party face/parties experience suffering loss on made something containing deed information fake by a Notary. A deed fake that has been made can canceled³⁰. A cancellation deed is the civil judge's authority, namely by submitting a lawsuit civil to court as according to Law Position Notary Public can wear Penalty Administrative / Violation of the Code of Ethics Profession Notary Public form reprimand oral, written up to dishonorable discharge from Assembly Monitoring and Sanctions Civil Affairs as regulated in the provisions Article 1365 of the Civil Code (KUHPperdata) concerning Compensation.

Conclusion

The position of the two deeds authentic as a tool perfect evidence in the judicial process in the presence of information fake given by Mr. Oey Han Bing to Notary Yohana Menggala makes both deeds authentic the become deed below hand and invalid, which is because never exists The Extraordinary General Meeting of Shareholders (EGMS) referred to, as well as a violation to provision about namely the lack of authority of Mr. Oey Han Bing as the party requesting and proposing The General Meeting of Shareholders (GMS) never happened there is an invitation written from authorized directors of the Company to Notary Yohana Menggala, and because never happen General Meeting of Shareholders (GMS) then Deed of Sale and Purchase (AJB) of Company Shares containing about sale share Mrs. Oey Cheuw Ming's property to Mr. Oey Han Bing is also invalid.

Consequence law for a Notary who entered information false in the Deed of Minutes of the General Meeting of Shareholders (GMS), namely party face/parties experience suffering loss on made something containing deed information fake by a Notary. A deed fake that has been made can cancelled. A cancellation

²⁷ Hilman Hadikusuma, 'Indonesian Legal Language, PT', *Alumni, Bandung*, 2005.

²⁸ Point Quarterly Tutik and MH SH, *Construction of Indonesian Constitutional Law Post-Amendment to the 1945 Constitution* (Prenada Media, 2016).

²⁹ Adami Chazawi, 'Corruption Crime Evidence Law, Bandung: PT' (Alumni, 2008).

³⁰ Hendar Soetarna, *Law of Evidence in Criminal Procedures* (PT Alumni, 2017).

deed is the civil judge's authority, namely by submitting a lawsuit to the court as according to Law Position Notary Public can worn Penalty Administrative / Violation of the Code of Ethics Profession Notary Public form reprimand oral, written up to dishonorable discharge from Assembly Monitoring and Sanctions Civil Affairs as regulated in the provisions Article 1365 of the Civil Code (KUHPperdata) concerning Compensation

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