



Juridical Review of the Use of Video Conference in General Meetings of Shareholders Viewed from Law Number 40 of 2007 Concerning Limited Liability Companies

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Abstract

The purpose of this research is to analyze the effectiveness of using video conferencing in general meeting of shareholders and to analyze the notary deed in the general meeting of shareholders which is conducted by video conferencing. This research is normative legal research that examines primary, secondary and tertiary legal materials and conducts confirmations or interviews with several notaries. Legal materials are collected by document study and analyzed normatively and prescriptively. From the research results it is known that the legal basis for using video conferences in GMS is Article 77 of Law no. 40 of 2007. The use of video conferencing is permitted by the government as long as it does not violate laws and regulations. In the midst of the Covid-19 storm, the GMS was held via video conference to prevent transmission of the virus. The validity of the notarial deed made by the Notary regarding the deed he made is valid in an ordinary or conventional GMS, the minutes of the deed are signed by the appearer directly or can be replaced with an electronic signature. Electronic signature regulated in Law no. 11 of 2008 concerning Information and Electronic Transactions is carried out no more than 30 (thirty) days. Putting the signature into a series of formalization of the deed, giving the signature is done at the bottom of the deed. 11 of 2008 concerning Information and Electronic Transactions is carried out no more than 30 (thirty) days. Putting the signature into a series of formalization of the deed, giving the signature is done at the bottom of the deed. 11 of 2008 concerning Information and Electronic Transactions is carried out no more than 30 (thirty) days. Putting the signature into a series of formalization of the deed, giving the signature is done at the bottom of the deed.

Keywords: *General Meeting of Shareholders; Video Conference*

Introduction

A limited liability company is a company declared by law as a company with a legal entity. With such a status, the limited liability company becomes a legal subject that supports rights and obligations, as a legal entity. A limited liability company has an independent position (*persona standi in judicio*) which does not depend on its shareholders. In a limited liability company, only the organs of the limited liability company can represent the limited liability company that runs the company. This means that a limited liability company can carry out legal actions like a human being and can also have wealth or debt.

Limited Liability Companies must be drawn up and included in a Notary deed as an authentic deed and announced through the State Gazette. By taking such a process, the existence of the PT is legal. This means that the PT is officially established, can carry out its activities legally, and has the rights and obligations as a legal entity.

The General Meeting of Shareholders (GMS) based on Article 1 Number (4) of the Limited Liability Company Law holds the highest authority in the company and holds all authority that is not delegated to the directors and the board of commissioners within the limits specified in the Law and/or the articles of association. The GMS as the highest authority in a limited liability company has the authority to determine general company policies, appoint and dismiss directors and the board of commissioners and ratify the annual reports of directors and commissioners (Asikin, 2018).

The position of the GMS as one of the company's organs is the same as other company organs such as the Directors and Commissioners. GMS, Directors and Commissioners are equal. What distinguishes the three organs of the company is the division of authority. According to the Company Law, the GMS has powers that are not owned by the Board of Directors or the Board of Commissioners within the limits specified in this law and/or the articles of association.

GMS consists of annual GMS and other GMS. The annual GMS must be held within 6 (six) months after the end of the financial year. This annual GMS can be proposed at the request of 1 (one) or more shareholders or the Board of Commissioners. Annual GMS can be held 1 (one) time in 1 (one) financial year (Nadapdap, 2020). The electronic GMS implementation system, hereinafter referred to as e-RUPS, is an electronic system or facility used to support the provision of information, implementation and reporting of Public Company GMS.

Advances in communication and transportation technology have enabled shareholders to move quickly from one place to another. In addition, with this technological advancement, it is possible for shareholders to complete a matter concerning or related to their interests in a limited liability company without the need to be physically present at the place where the GMS is taking place. By using a teleconference, for example, shareholders can follow and be directly involved or participate in the GMS remotely.

Teleconference or Video conferencing is a combination of video and audio in full screen mode, and allows one person to share the screen and document the camera source input (face to face). In addition, the development of information technology is also supported by the birth of Law Number 11 of 2008 concerning Information and Electronic Transactions which was promulgated in the State Gazette of the Republic of Indonesia of 2008 Number 58, an additional Sheet of the Republic of Indonesia Number 4843, along with its amendments namely Law Number 19 of 2016 (State Gazette of the Republic of Indonesia of 2016 number 251) Regarding Information and Electronic Transactions (hereinafter referred to as the ITE Law) which regulates technology and information law (cyberlaw) (Susilawati, 2020).

Regarding the influence of technology on the implementation of the GMS, it has been anticipated by the Company Law. In the current era of digitalization, business actors and notaries should respond

positively to the existence of digitalization technology which has undergone extraordinary transformations, and this is in line with the policies implemented by the Financial Services Authority through innovative digitalization systems aimed at providing information and services to the public. with an electronic system. One of them is related to the implementation of the obligations of a Limited Liability Company (PT) to hold an Annual General Meeting of Shareholders (GMS) for public companies (Public Limited Liability Company) as stipulated in Article 77 paragraph 1 of Law No. 40 of 2007 concerning Limited Liability Companies.

Regulation of the Financial Services Authority of the Republic of Indonesia Number: 15/POJK.04/2020 concerning Plans and Implementation of General Meetings of Shareholders of Public Companies, and furthermore, if one considers the background, the implementation of POJK in organizing e-RUPS aims to increase shareholder participation in general meeting of shareholders through electronic media which aims to increase the efficiency and effectiveness of holding general meetings of shareholders by utilizing information technology developments aimed at Public Companies with the characteristics of issuers conducting public offerings of equity securities or public companies (Susilawati, 2020).

If related to the provisions of Article 5 paragraph (4) of the ITE Law that the Provisions regarding Electronic Information and/or Electronic Documents do not apply to letters which according to the law must be made in written form and letters and their documents which according to the law must be made in the form of a deed a notary or a deed made by an official who made the deed, which means that not all deeds drawn up by a notary can be signed electronically. The form of a deed made before a notary has been determined by law, which means that the deed or what is known as a *partij* deed cannot be signed using electronics.

Based on the background above, the formulation of the research problem is how effective is the use of video conferencing in holding general meetings of shareholders and how the validity of the notarial deed in the general meeting of shareholders which is held via video conference.

Method

The type of research used in this research is normative legal research. Normative research, namely that law is often conceptualized as what is written in laws and regulations (law in books) or law is conceptualized as a rule or norm which is a standard of human behavior that is considered appropriate (Amiruddin and Asikin, 2014).

Research is a principal tool in the development of science and technology. This is because research aims to reveal the truth systematically, methodologically, and consistently. Through this research process analysis and construction of the data that has been collected and processed is carried out. The approach method is a way to approach the object of research so that it is related to how it treats the subject matter in order to find problems in the form of answers to problems and research objectives.

In legal research there are several approaches. With this approach, researchers will get information from various aspects regarding the issue being tried to find answers. The author in this study uses a statutory approach (statue approach), a conceptual approach (conceptual approach). This is because the authors in normative legal research must at least have research that uses a conceptual approach and a statutory approach. Because there is no research that does not start from the concepts and applicable laws and regulations then one or more approaches in empirical legal research are added.

Results and Discussion

The Effectiveness of Using Video Conferences in General Meetings of Shareholders

The definition of GMS has been regulated in Law Number 40 of 2007 concerning Limited Liability Companies which states that;

"The General Meeting of Shareholders, hereinafter referred to as the GMS, is a Company Organ that has authority that is not granted to the Board of Directors or the Board of Commissioners within the limits specified in this Law and/in the articles of association."

Law Number 40 of 2007 concerning Limited Liability Companies has regulated the procedures for holding GMS in Articles 76 and 77. Article 76 of Law Number 40 of 2007 concerning Limited Liability Companies states that the General Meeting of Shareholders is held at the company's domicile or at the company's place of activity. main business as specified in the articles of association. Such a formulation gives flexibility to the company to carry out GMS, either at the branch office, place of business or head office. Then in Article 77, GMS can also be held through teleconference media, video conferences, or other electronic media facilities that allow all GMS participants to see and hear each other directly and participate in the meeting.

In Article 77 paragraph (1) you can organize general meetings (GMS) using telephone conferences, video conferences or other electronic media. Initially, GMS could only be held periodically and could be attended by all participants. Face-to-face meetings that are in sync with the provisions of a limited liability company have been listed in Law Number 40 of 2007 (Edmon Makarim, Introduction to Telematics Law, Raja Grafindo Persada, Jakarta, 2007).

GMS electronically by utilizing advances and technological sophistication in this modern era, in which the shareholders at the GMS are not required to physically attend the meeting at the place where the GMS is held, but shareholders who are unable to attend can still follow the process of the meeting, namely by seeing, hear, as well as observe and provide opinions on matters discussed at the GMS.

Technological developments in the field of communication and information make changes to various aspects of life in society, both economic and cultural. The rapid world of digital technology is changing from time to time, therefore this has made a change in that the two parties no longer need to meet face to face, but it is sufficient to use the internet. Developments have had a huge impact on all social life arrangements and are used in all activities.

The use of teleconference media at the GMS also shows that the world of telecommunications in Indonesia is growing and innovative. Telecommunications itself is any transmitting, sending, and or receiving of any information in the form of signs, signals, writing, images, sound and sounds by wire, optical, radio or other electromagnetic systems. The rapid development of communication technology has made it no longer appropriate to require face-to-face meetings between the parties at a meeting, but simply using the internet (Fuady, 2002).

The use of electronic media in the framework of holding a General Meeting of Shareholders, known as e-RUPS is a form of new legal breakthrough related to the best solution related to the existence of provisions in the implementation of the General Meeting of Shareholders which requires the physical presence of all shareholders.

Holding a General Meeting of Shareholders (GMS) for the company is an obligation that must be carried out, especially the annual GMS must be held no later than 6 (six) months after the end of the financial year. However, in the midst of the Covid-19 pandemic storm that had been determined by the

government in a state of health emergency, it was a risk to hold an annual GMS that required the physical presence of all shareholders. The existence of the Covid-19 pandemic has had a very serious impact on the implementation of the duties of a Notary position, unable to relate and/or deal directly with the parties. By working online or working at home, notaries are challenged to carry out their duties and positions without violating applicable regulations.

The Central Management of the Indonesian Notary Association (PP-INI) issued letter Number: 65/33-III/PP-INI/2020 dated March 17 2020 regarding the Call for Prevention of Covid-19 and letter Number: 67/36-III/PP-INI/ 2020 dated March 23 2020 Central Management of the Indonesian Notary Association (INI) in the context of preventing the spread of Covid-19 related to the implementation of the transfer of work service activities at home recommended by the Government. In this regard, it is emphasized that Work From Home is not a form of violation as stipulated in the provisions of Article 17 of the Law on Notary Office Number 2 of 2014 regarding the prohibition of Notaries from exercising their positions.

According to cyber law expert from the University of Indonesia Edmon Makarim, there are several things that need to be considered regarding the expansion of technology that is happening, namely (Makarim, 2007):

- 1) Technology consists of information that is capable of applying all stages of planning, organization and operation of an industry or company (commercial) with all its activities.
- 2) Technology has a contribution to make at every stage which includes planning, organization and operation of the activities of an industry or company; then technology does not only consist of scientific knowledge, but business or organizational knowledge.
- 3) Technology can be tangible (bodied) and intangible technology.

Cyber notary is a concept that utilizes technological advances for Notaries to make authentic deeds in cyberspace and carry out their duties every day. For example signing the deed electronically and the General Meeting of Shareholders (GMS) via teleconference. This aims to make it easier for parties who live far apart, so that with a cyber notary, distance is no longer a problem (Emma Nurita, 2012). Cyber notaries are also intended to facilitate or speed up the implementation of the duties and powers of a Notary in making authentic deeds regarding all actions or agreements or provisions required by law or what the interested parties wish to state in authentic deeds (Lubis, 2020).

The fast and rapid development of technology plays a very important role, especially in communication technology which is a link between individuals, community groups, as well as corporations in a very fast and spectacular time without having to directly present the communicating parties (Ni Ketut Supasti Dharmawan, 2015). However, there is no definite regulation and it is used as a legal basis relating to the waiver of the provisions of the Law on Notary Office and its Amendments, including of course the Electronic Transaction Information Law (Article 5 paragraph (4)). In circumstances that require face to face proof of an authentic deed, Law enforcement in the Notary Office Law is of a coercive nature (*dwingend recht*), namely laws that cannot be ignored or set aside by stakeholders.

The provisions in Article 77 paragraph (1) regarding the general meeting of shareholders which, as in the case of being held via electronic media or telephone conference, the minutes of the meeting must be agreed upon and signed by all parties to the meeting in accordance with the applicable rules of the Limited Liability Company Law Article 77 paragraph (1). Pursuant to Article 7 paragraph (4) of the Limited Liability Company Law which stipulates that the minutes of the general meeting of shareholders regarding changes to the company's articles of association must be stated in Indonesian in a notarial deed.

When holding a GMS via teleconference using the lawful invitation/invitation method, namely "lex specialis derogate legi generali" Notary Office Law", which requires parties related to the contract to appear before a notary. The procedure for making the deed in the minutes of the general meeting of shareholders means that there is no meeting between witnesses, parties and notaries,

Regarding the influence of technology on the implementation of the GMS, it has been anticipated by the Company Law. This is clearly seen in the formulation of Article 77 paragraph (1) of Law no. 40 of 2007 which can be carried out through teleconference media, video conferences, suggestions for seeing and hearing directly and participating in meetings. One of the important organs of a company is the general meeting of shareholders. The general meeting of shareholders is the highest forum for corporate decision making. The decision of the general meeting of shareholders will become a legal document both for the shareholders and for the company itself. The decision will have the strength of evidence if it has been recorded in the general meeting of shareholders which is then stated in a notarial deed called the General Meeting of Shareholders.

If you pay attention to the elements of the formulation of the implementation of the GMS, it can also be carried out through teleconference media, video conferences, or other electronic media facilities that are carried out which allow all GMS participants to see and hear each other directly and participate in meetings. Article 77 Paragraph (1) does not completely regulate regarding how is the position of the minutes of the GMS that was made it turns out that some of the shareholders at the time of holding the GMS were outside the territory of the Notary's office, and also did not explicitly determine whether the minutes were made in the form of an official report/deed of release or a statement of meeting resolutions.

If the GMS cannot be held conventionally or face to face because one or more participants are unable to attend the meeting location, then the GMS can be held alternatively using teleconference media, video conferencing, or other electronic means, so that if you use one of the electronic media, the GMS can still be held and participants who use electronic means as a substitute because they cannot attend directly at the meeting, their presence can still be included in the quorum.

Quorum (Quorum) is the number of members of a meeting who are at least required to make valid decisions (Mustakim, Position of Minutes of General Meeting of Shareholders (GMS) as Authentic Deeds in Relation to Notary Responsibilities as Public Officials, Journal of Legal Studies Vol. 18, No. 1). For meetings of state institutions, the quorum is regulated in the laws of the relevant state institution, while for meetings of an organization and private legal entities, the quorum is determined in the articles of association and bylaws.

In the PT Law, if the GMS wants to make a decision on the company, it must meet the minimum quorum requirements at the meeting so that decisions can be taken legally. Regarding the minimum quorum requirements in meetings and requirements for decision making in meetings at the GMS, these conditions are subject to the rules of the Company Law and/or as stipulated in the company's articles of association. If the minimum quorum requirements and decision-making refer to the Limited Liability Company Law, then the Limited Liability Company Law has classified the minimum attendance quorum requirements that must be met at each meeting and decision-making for each agenda item and GMS agenda.

Based on the provisions stipulated in Article 1 number 5 POJK Number 15/POJK.04/2020 of 2020 confirms the technical understanding of the Electronic GMS Implementation system, hereinafter referred to as e-RUPS, is an electronic system or facility used to support the provision of information, implementation and Reporting of Public Company GMS, and then Article 1 number 7 emphasizes that what is meant by the e-GMS provider is the party that provides and manages the e-GMS, and then Article 1 number 9 also states that e-GMS users are Public Companies, participants, securities administration bureaus, shareholders, and other parties determined by the e-RUPS Provider.

POJK No. 16/POJK.04/2020 Year 2020 has perfected legal breakthroughs related to the requirements and procedures for organizing e-RUPS after considering according to the procedure for holding a general meeting of shareholders. Public companies have obligations for a general meeting of shareholders, and the number of shareholders and distribution geographical ownership of public company shares creates obstacles in the implementation of the general meeting of shareholders, both in determining the location of the general meeting of shareholders, fulfilling the attendance quorum, decision-making quorum and the form of the minutes of resolutions of the general meeting of shareholders,

Basically, whether holding a GMS conventionally or face to face with holding a GMS by means of teleconference or other electronic means is the same, namely the holding of a GMS is still held at the place of domicile of the company or the place where the company's main activities take place. The difference is that in holding a conventional GMS, all meeting participants must come to the location where the GMS is being held to meet face to face, while holding a GMS using teleconference media or other electronic means does not require meeting participants who cannot be present to be present at the location where the GMS is being held. unable to attend can use teleconference or other electronic means at any location (not in one location).

The Validity of the Notary Deed in the General Meeting of Shareholders Conducted by Video Conference

The development of increasingly sophisticated and fast digital technology should affect the way people communicate that don't have to meet physically. This has been applied in communication using mobile phones. On the other hand, this development should also be applied to other sectors such as important meetings that are remote in nature so that it does not take a long time to immediately discuss very urgent themes because they can be carried out online by utilizing existing technology. This has also been emphasized since the emergence of the Covid-19 pandemic, many business activities have not fully revived even though 2 (two) years have passed. Several business sectors have not yet made use of technological sophistication so they are still using the old system which requires physical activity which is also contrary to the government's social distancing policy, one of which is shareholders who cannot hold a conventional General Meeting of Shareholders (GMS). The parameter of the validity of a GMS lies in the Company's Articles of Association as long as it is regulated in the Articles of Association and does not conflict with laws and regulations. However, if nothing is regulated in the Company's Articles of Association, then the validity parameter refers to UUPT (Ribka angelia m sianipar, Indonesian Journal accredited Juridical review of the validity of the general meeting of shareholders based on Supreme Court decision number 607 k/pdt/2011).

The birth of the Limited Liability Company Law accommodated aspirations and accommodated the development of information technology by accepting electronic media such as teleconferences or video conferences as a means to conduct GMS. This is contained in Article 77 paragraph (1) UUPT which reads: "In addition to organizing the GMS as referred to in Article 76, the GMS It can also be done through teleconferences, video conferences, or other electronic media facilities that allow all GMS participants to see and hear each other directly and participate in the meeting."

Article 1 number 7 of Law Number 02 of 2014 concerning the Position of Notary Public, it is determined that a Notary Deed is a Notary Deed, hereinafter referred to as a Deed, is an authentic deed made by or before a Notary in the form and procedure stipulated in Law Number 02 of 2014. 2014 concerning the Position of Notary. The need for Notarial Deeds is increasing in line with the development of science, information technology and transportation as well as the demand for legal certainty and certainty in doing business, in various economic relations, both at the national, regional and global levels. The need for a Notary Deed to guarantee legal certainty is also required by Limited Liability Companies as artificial legal subjects in carrying out legal actions (Anshori, 2009).

But in this article it only regulates the reading of the deed of the general meeting of shareholders (GMS), while for other deeds there is no law that clearly regulates the reading of authentic deeds via video conferencing, although specifically this has not been regulated but in practice it can be done because actually the deed is the will of the parties which is formulated in an authentic letter before the authorized official for that and does not violate the applicable legal regulations. So, an authentic deed that is read out in front of appearers via video conference remains valid as long as the parties express their agreement and are included in the deed. Furthermore, in Article 44 paragraph (1) and (2) UUJN states that:

- 1) "Immediately after the deed is read, the deed is signed by each appearer, witness and Notary, except if there are appearers who cannot sign by stating the reasons."
- 2) "The reasons referred to in paragraph (1) are expressly stated in the deed."

Making a deed with proof of the presence of the parties online is a valid legal action, because it has the power of proving digital data from making a deed done by video conferencing is the same as a deed done conventionally. This is because the results of making the deed by videoconference are supported by Article 5 of Law 11 of 2008 concerning Information and Electronic Transactions.

Based on the provisions contained in Article 77 paragraph (4) it can be seen that even though the implementation of the meeting uses teleconference, video conference, or other electronic means, minutes of meetings must still be made which are approved and signed by all participants in the GMS as is the case for making minutes of meetings that are carried out in the GMS using conventional means or face to face. What is meant by "approved and signed" is approved and signed physically or electronically.

Legal Legality of the Notary Deed in the General Meeting of Shareholders of the Limited Liability Company via video conference with electronic media. Implementation of the GMS via teleconference of the Limited Liability Company is made into the Deed of Statement of Meeting Resolutions (partij akte), then the deed of Statement of Meeting Resolutions is made by giving power of attorney to one of those present in the meeting to make and restate the minutes of the meeting before the Notary.

A deed drawn up by a notary can be a deed that describes authentically an action taken or a situation seen or witnessed by the notary himself, while carrying out his position, the deed made in this way is called a deed drawn up by a notary. An example is the Deed of Minutes of a Limited Liability Company meeting, including meeting agendas via video conferencing.

The use of electronic media such as video conferencing technology to carry out GMS is indeed more efficient as well as effective. However, new problems arise in terms of validating the results of the GMS which must be made in the form of an authentic deed. This is related to the requirements for a notarial deed which must meet the following requirements:

- a) Presence of appearers;
- b) At a certain place;
- c) On a certain date;
- d) It is true that the appearers provided the information as stated in the deed, or it is true that the circumstances as stated in the deed have occurred
- e) Properly signed by the appearers for the deed of parties.

However, the obstacle to making the minutes of the GMS through video conferencing an authentic deed still raises new views among legal experts. Laws are indeed made to avoid doubts about existing legal facts. On the one hand, this is an advantage of the UUPT, but when the cyber world has penetrated the world of notaries, this law has not been able to accommodate developments regarding cyber notaries.

The making of the Deed of Statement of Meeting Resolutions (partij akte) does not have problems that arise because the making of the Notary Deed is done conventionally. However, the problem regarding the making of notarial deeds electronically at the GMS as stipulated in Article 77 paragraph (1) of the Company Law does not only conflict with juridical provisions regarding the presence of a notary, the parties and also witnesses as emphasized in Article 16 paragraph (9) of the UUJN. However, the problem that often arises with restrictions on making notarial deeds electronically in Article 5 paragraph (4) of Law No. 11 of 2008 concerning Information and Electronic Transactions.

The GMS that uses video conferences is the GMS which is generally attended by a Notary, so that in its implementation it is the Notary who makes the Deed of Minutes, so that the signatures of the parties are not required to be included. In addition to fulfilling the elements of the authenticity of a Notarial deed which has been described in the previous sub-chapter, in relation to Relaaas Deed, the person responsible for issuing the deed is the Notary who made the deed, so the main requirement is that the Notary concerned must attend the GMS with the video conference, he witnessed the proceedings of the meeting, and outlined the proceedings of the meeting in a Deed known as the Minutes of the GMS.

In order for the making of a deed via video conferencing to be valid, it must meet the minimum evidentiary limits, because in the evidentiary law it is stated that in order for a piece of evidence presented at trial to be valid as evidence, the formal and material requirements must be fulfilled in full according to what is stipulated by Article 5 paragraph (1) The ITE Law has received and acknowledged electronic information and/or electronic documents and/or printouts as legal electronic evidence. When viewed from the strength of the evidentiary value of the deed made using technology with video conferencing facilities, namely:

- 1) From an external perspective, a deed made using technology with video conferencing facilities can be on an equal footing with an authentic deed, considering that the deed was made by an authorized public official, namely a notary and the physical ability of an authentic deed is assessed from the parameters of the authentic deed, including the signature of a notary who concerned, both in the minutes and copies as well as the beginning of the deed (starting from the title) to the end of the deed. All of the above requirements have been fulfilled as an authentic deed;
- 2) In terms of the formal aspect, the deed made using technology with video conferencing facilities has met the standard procedure for making a deed, namely the certainty of the day, date, month, time (time) of the appearance except for appearers who are abroad, then these appearers still have to comply with the rules of time that exist in Indonesia despite the time difference. There are electronic signatures of the parties/appearers, witnesses and notaries as well as proving what was seen, heard, witnessed by the notary, so the electronic deed has met the material requirements to be aligned with an authentic deed in the strength of the evidentiary value;
- 3) Judging from the material requirements, in making a deed that uses technology with video conferencing facilities, material elements have been included, because what is written and stated in the deed is valid evidence against parties who need the deed or those who get the rights and apply to the public. unless there is evidence to the contrary. The notary only listens to information or statements that will be poured by the notary into a deed, whether it is an official deed or a deed of the parties given/delivered before the notary and the existence of this information has been acknowledged by the parties contained in the deed.

Validity of Deed Authentic GMS teleconference according to Law Number 2 of 2014 concerning Position of Notary Article 38 Number 2 of 2014 concerning Position of Notary that at the end of the deed must mention a description of the reading of the deed related to Article 16 paragraph (1) letter m UUJN as well as a description of the signing and place of signing , then related to the minutes of the GMS which are held electronically, it must be stated explicitly at the end of the deed regarding the matter of electronic

signing and the place of signing.

So that it can be said that, not all deeds using technology with video conferencing facilities can be carried out. Regarding the deed that is allowed to use technology with video conferencing facilities, namely for private deed related to the deed of minutes of meetings and then confirmed in an authentic deed. Where the parties are not required to be present in making the deed which is only represented by one person to appear before the notary. However, making an authentic deed by means of video conferencing cannot be carried out in person, because there is no regulation regarding this.

From the description above, the legal position of the deed of minutes of GMS which is carried out through electronic media, especially video conferencing, can be called an authentic deed if it uses the statutory principle "lex specialis derogate legi generali" where the lex generalis is article 16 paragraph (1) letter m, while the lex specialis is Article 77 paragraph (1) jo. Explanation of Article 77 paragraph (4) of the Company Law (Sianipar, Ribka Angelia M, Accredited National Journal. Juridical review of the legality of a general meeting of shareholders based on Supreme Court Decision number 607 k/pdt/2011).

Legitimacy of the Deed of Authentic GMS teleconference according to Article 77 of the Limited Liability Company Law Elucidation of the Limited Liability Company Law, article 77 paragraph states that: "What is meant by "approved and signed" is approved and signed physically or electronically." Based on the PT Law elucidation of article 77 paragraph (4) jo. Article 77 paragraph (4), in an ordinary or conventional GMS, the deed of GMS minutes is signed by the appearer in person before a notary or physically signed. Meanwhile, in the GMS via video teleconference, it is possible to sign the signing directly with an electronic signature.

In the implementation of the GMS via video conferencing, what needs to be underlined is the difference with the conventional GMS implementation, that is, in a conventional GMS the participants of the GMS are physically present at the same time and place where the GMS is held while in the GMS via video conferencing there are participants who are not present at the GMS. the same place but at the same time can follow the course of the GMS from start to finish.

Validity of the Deed of Authentic GMS teleconference according to the ITE Law The signing of the GMS attendance list to prove that it is true that the shareholders have attended can be done in a conventional (direct) way, namely if the shareholders have returned to the Company's place within a period of not exceeding 30 (thirty days), secondly, it can be signed directly where the shareholders are located by means of a circular resolution, if it has been signed by all shareholders then it can be evidence that the teleconference GMS has been implemented. what is signed is on paper and the signature is the signature affixed to the original document, as regulated in article 6 UUIITE, namely: "In the event that there are provisions other than those regulated in Article 5 paragraph 4 UUIITE must be in written or original form, electronic information is considered valid as long as the information contained therein can be accessed, displayed, guaranteed for its integrity and can be accounted for so as to explain a situation."

Validity of the Deed of Authentic GMS teleconference according to the Civil Code If the minutes of the meeting are signed and carried out when the shareholders return to the Company's place, then the original minutes of the meeting that have not been signed by the meeting participants can sign conventionally, thus the minutes have the power as underhand writing if signed by all meeting participants as stipulated in Article 1869 of the Civil Code. The Deed of Statement of Meeting resolutions is also an Authentic Deed, because it has complied with statutory provisions as an Authentic Deed, even though the contents of the deed of the deed originate from the minutes of the meeting which were made privately, the deed of Statement of Meeting resolutions has binding and perfect evidentiary power. both formally and materially.

In addition to the parties making the deed via video conferencing, furthermore there are questions regarding the jurisdiction of the notary's authority and the position of the notary's deed in relation to electronic transactions outside the notary's area of office. In this case, there is a conflict of norms, the norms of a regulation conflict with the norms in other regulations, as is currently the case, namely the existence of a conflict of norms regarding the notary's area of office in relation to the authority of a notary in the field of cyber notary (making deed of an electronic transaction).

In relation to the authority of a notary in the field of cyber notary, this creates problems when faced with Article 17 (1) letter a and Article 18 UUJN where a notary has what is referred to as a notary's office area. In the elucidation of Article 17 (1) letter a it states that the prohibition is intended to provide limits to notaries in order to know their scope of work, provide legal certainty provided by the notary himself to the public and at the same time prevent competition between notaries in carrying out their positions so as to avoid conflict.

From the description of these provisions it can be seen that there is a conflict of norms, on the one hand the ITE Law does not limit the area for electronic transactions to be carried out and on the other hand the UUJN regulates restrictions on the territory of a notary's office. Looking at the types of laws and regulations that experience conflicting norms, it can be concluded that there has been a horizontal conflict of norms. Based on the type of statutory conflict that occurred, the principle that can be used to determine which statutory regulations are applicable is the principle of "lex specialis derogat legi generali", that is, in regulations that are equal, more specific regulations paralyze general regulations.

Regarding the position of notary deed made on electronic transactions carried out outside the notary's office area, there is a conflict between the ITE Law and UUJN where the ITE Law does not recognize any territorial boundaries for an electronic transaction where electronic transactions can be carried out anywhere, while UUJN limits territorial authority Notary is only limited to one province from the place of domicile. The principle used is the principle of *lex specialis derogat legi generali* for the conflict between the two laws and regulations, so the *lex generalis* is Article 17 (1) letter a jo. Article 18 of the UUJN, while the *lex specialis* is article 2 of the ITE Law and its explanation.

From this description it can be concluded that the making of an electronic deed by a notary is not bound by the notary's office area as described in Article 17 (1) letter a jo Article 18 UUJN, so that the legal position of the deed made by a notary for electronic transactions carried out outside the notary's office area the same as the deed made by a notary for electronic transactions carried out within the notary's office area.

Conclusion

The electronic implementation of public company GMS is a new breakthrough in the Covid-19 pandemic situation which makes it possible to hold GMS by public companies using teleconference media, video conferencing, or other electronic media facilities. Article 77 Constitution Number 40 of 2007 concerning Limited Liability Companies has regulated the holding of GMS by utilizing technological developments so that in the end the GMS can be held through electronic media such as teleconferences, video conferencing, or other electronic media facilities. The involvement of a notary is the right of the notary himself to participate in the GMS via video conference. Specifically for publicly listed companies (Tbk), the legality of implementing electronic GMS is contained in the Regulation of the Financial Services Authority of the Republic of Indonesia Number 15/POJK.04/2020 Concerning the Planning and Implementation of General Meetings of Shareholders of Public Companies and the Regulation of the Financial Services Authority of the Republic of Indonesia Number 16/POJK. 04/2020 concerning Implementation of Electronic General Meeting of Shareholders of Public Companies. The Birth of UUPU accommodate aspirations and accommodate the development of information technology by accepting

electronic media such as teleconferences or video conferences as a means to conduct GMS. However, new problems arise in terms of validating the results of the GMS which must be made in the form of an authentic deed. In making an ordinary or conventional deed, the form of the deed, especially in the closing part of the deed, of course shows that the appearers, witnesses and Notary are present in the same place and at the same time. It is different from the GMS via teleconference, where the GMS participants who are different from the other participants must be explicitly stated so as not to result in the deed becoming an underhanded deed.

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