



## **Abuse of General Meeting of Shareholders Implementation by Commissioners and Its Legal Consequences on the Deed of Meeting Resolution Statement Made by a Notary**

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### **ABSTRACT**

The General Meeting of Shareholders (GMS) is a crucial decision-making mechanism in a Limited Liability Company, but it is often misused for personal or group interests, leading to abuse in its implementation. This study aims to analyze the legal framework governing the validity of corporate changes through GMS, as well as the legal consequences arising from its abuse by commissioners, particularly regarding the deed of meeting resolutions made by notaries. The research employs a normative juridical approach with a descriptive-analytical typology. It examines instances where the abuse of GMS by commissioners or related parties harms other shareholders or third parties, within the context of tort law. The findings indicate that the validity of corporate changes through GMS is highly dependent on the adherence to clear meeting procedures, quorum requirements, shareholder approval, and ratification by the Ministry of Law and Human Rights, in accordance with the company's Articles of Association and relevant laws. In cases of abuse, the deed of meeting resolutions issued by notaries is deemed invalid and legally non-binding, as it fails to comply with the Company Law and Articles of Association. This opens the possibility for affected parties to pursue civil or criminal legal action.

**Keywords:** Abuse of GMS, Limited Liability Company, Wrongful Act.

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### **INTRODUCTION**

The General Meeting of Shareholders (GMS) should be the main means for company management and shareholders to maintain the continuity of business activities so that the Company can survive and generate significant profits in the future (Febriyanti, 2015). This is because the GMS is a forum for shareholders to exercise their rights in deciding important matters related to the Company (Brennan et al., 2024). Its implementation has a strategic role in determining the fundamental policies of the Company, considering that the authority of the GMS is the authority that is, not owned by the Board of Directors or the Board of Commissioners. Examples include decision-making for the increase and/or reduction of the Company's capital, appointment and dismissal of the Board of Directors or Board of Commissioners, approval of financial statements, approval of the release or pledge of the Company's assets, distribution of

dividends, approval of the merger/consolidation/takeover/separation of the Company and others. Therefore, the process of implementing the GMS must be carried out legally, transparently, and in accordance with the provisions of the applicable laws and regulations (Schuler et al., 2019).

Based on Law Number 40 of 2007 concerning Limited Liability Companies (UUPT), Article 78 paragraph (1) states that there are 2 (two) types of GMS, namely the Annual GMS and other GMS, which can be held at any time, or commonly known as the Extraordinary General Meeting of Shareholders (EGMS) (Harahap, 2021). The EGM can be held at any time by the Board of Directors or at the request of the Board of Commissioners and shareholders, following the needs and interests of the Company (Putri, 2023). The implementation of the GMS must begin with an invitation by the Board of Directors to shareholders with voting rights; in the event that the Board of Directors does not make an invitation within the specified time limit, the Board of Commissioners can make an invitation and hold a GMS. The GMS, organized by the Board of Commissioners, can only discuss the issues stated in the invitation and is not allowed to discuss other agenda items. Meanwhile, a GMS called by a shareholder must go through a procedure determined by the District Court and can only discuss the agenda determined by the Court. Non-implementation of the provisions regarding this invitation can cause the GMS held to be invalid.

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

GMS is an important forum in the governance structure of PT, so its implementation is also regulated in detail by the company law (PAHLEFI, n.d.). However, in practice, the GMS is often misused by individuals in the Company for personal interests or certain groups (Zahra et al., 2024). This abuse can take the form of implementing the GMS that is not in accordance with legal procedures, manipulating GMS documents, to making decisions that are detrimental to the Company's internal parties and external parties that have a relationship with the Company. As in the case of PT SSC Limited Liability Company registered with Case Number 214/Pdt.G/2021/PN Jkt.UTR, where the Company's Commissioner has held an EGM that is not in accordance with the provisions of the Company Law.

In 2018, PT SSC held several EGMS, including on August 4, 2018, as stated in the Deed of EGMS Resolution Number 17 made before Notary S, then on November 22, 2018, as stated in the Deed of EGMS Resolution Number 19 made before Notary SHAS, and finally on the date of the EGMS.

November 24, 2018, as contained in the Deed of EGMS Resolution Number 23 made before Notary SHAS. The following is a table of the composition of the management and shareholders of PT SSC based on the Deed of EGMS Resolution No. 23 dated November 24, 2018, made before Notary SHAS:

**Table 1. Shareholding and Position Structure**

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

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

**Table 2. Position Structure and Shareholding of the Company**

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

The Commissioner who organized the EGMS in 2020 is the majority shareholder, i.e., the owner of 70% (seventy percent) of the Company's shares, and has argued that the implementation of the EGMS and the decisions taken are his rights considering the number of shares he owns meets the quorum for it. There is no transparency regarding the invitation to the meeting, the implementation of the meeting, and the decision-making in the EGMS. From the implementation of the 2020 EGMS by the Commissioner, significant changes can be seen, namely changes in the composition of the management and the composition of the Company's capital, which affects the amount of share ownership. The amendment to the Company's articles of association regarding the increase in the Company's capital ordered that the shares to be issued must first be offered to existing shareholders. Suppose there is evidence of misconduct in the implementation of the EGMS. In that case, it may result in questioning the validity of the decisions approved at the EGMS and have implications for the validity of changes experienced by the Company, both related to the articles of association, organizational structure, and other policies.

Normatively, the organs in a PT have been determined, namely consisting of the Board of Directors, the Board of Commissioners, and the General Meeting of Shareholders. A mechanism has been determined in such a way as to separate the authority and responsibility of these organs

so that although the three have different authorities and responsibilities, they complement each other in the management of PT. The day-to-day operations of the Company are carried out by the Board of Directors, including strategic decision-making related to the development of the Company's business, representing the Company, and fulfilling the obligation to report the Company's performance to the Board of Commissioners and Shareholders. Meanwhile, those in charge of supervising the running of the Company are the domain of the Board of Commissioners, which is responsible for ensuring that the Board of Directors carries out its duties in accordance with established policies and can provide input (advice) and evaluation of the performance of the Board of Directors. Suppose the shareholders feel aggrieved by the Board of Commissioners for GMS decisions that are considered invalid or have violated their rights, of course. In that case, they have the right to file an objection or lawsuit through the District Court.

Administratively, based on Article 21 of the Company Law, any changes to the Company's articles of association must go through approval or notification to the Ministry of Law and Human Rights (Kemenkumham) (Yani et al., 2022). If the change results from an invalid GMS decision, then the administrative approval can be canceled. This will cause the Company's changes not to have binding legal force, thus affecting the validity of other legal documents, such as the validity of the record of the shareholders' register, investment agreements, or loans that the Company has made.

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

Based on the above background, the purpose of this research is to analyze the legal mechanism that regulates the validity of changes in the company through the implementation of GMS, as well as the legal implications arising from the misuse of the implementation of GMS by the Commissioner. This research also aims to dig deeper into the legal consequences of the deed of statement of meeting resolutions made by a notary in the previously mentioned case. Thus, the benefit of this research is to provide a better understanding of the importance of compliance with legal procedures in the implementation of the GMS, as well as to provide solutions for parties harmed by the misuse of the GMS. This research is expected to contribute to the development of legal science, especially in terms of corporate law, as well as provide insight for legal practitioners, entrepreneurs, and related parties regarding the importance of implementing

the principles of Good Corporate Governance (GCG) in conducting general meetings of shareholders.

## RESEARCH METHOD

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

1) Statute Approach:

This approach examines various relevant regulations, such as Law No. 40/2007 on Limited Liability Companies (UUPT) and Law on Notary Position No. Kitab Undang-Undang Hukum Perdata (KUHPerdata).

2) Conceptual Approach:

This approach examines legal concepts such as tort, the principle of good faith, and the validity of GMS decisions.

3) Case Approach:

In this approach, court decisions related to the GMS dispute are analyzed to understand how the law is implemented in practice.

The data used in this research are sourced from primary legal materials (laws and regulations), secondary legal materials (legal literature and journals), and tertiary legal materials (legal dictionaries). Data analysis is carried out descriptively and qualitatively by emphasizing legal interpretation and the relevance of legal principles.

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

## RESULT AND DISCUSSION

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### **Legal Mechanisms that Determine the Legitimacy of Company Changes through the Implementation of EGMs**

In Indonesian corporate law, all changes in the body of a Limited Liability Company are carried out with a very structured mechanism, and various laws and regulations have determined the procedures. Changes to Limited Liability Companies are often made through the General Meeting of Shareholders (GMS), which is one of the main elements in decision-making in a company (Ramadhan, 2023). However, not all changes made in the GMS can be considered legal or valid if they do not meet the conditions and procedures specified in the applicable law. Therefore, it is important to understand the legal principles and mechanisms that determine the

validity of corporate changes, especially those made through the implementation of the GMS (Noor & Prananingtyas, 2020).

The legal mechanism governing changes to a limited liability company through a GMS is regulated in detail in Law No. 40/2007 on Limited Liability Companies (UUPT) and the Company's Articles of Association. The first process that must be carried out in the implementation of the GMS is a request to hold a GMS by the Board of Directors, Board of Commissioners, or Shareholders. After the request is submitted, the Board of Directors, the Board of Commissioners, or the Shareholders make an invitation to the meeting. The invitation of the GMS must be made with clear notice to all shareholders in sufficient time, which is at least 14 days before the meeting. This invitation must contain the date, place, and time of the GMS, the agenda of the GMS to be discussed, including any changes that will be proposed at the meeting, along with clear reasons for the basis of the proposed changes (Ngadimin, n.d.). This is to ensure that all shareholders get the same opportunity to participate in the decision-making process so that shareholders can make the right decision based on valid and adequate information. The invitation to the GMS must be made in writing by registered letter or by advertisement in an Indonesian-language newspaper circulating nationally.

The quorum required in the implementation of the GMS to make changes to the Company must be fulfilled both for the attendance quorum and the decision-making quorum. The Company Law stipulates that the attendance quorum in the implementation of GMS is more than  $\frac{1}{2}$  (one-half). In the event that the GMS is held to amend the Company's articles of association, the attendance quorum that must be met is at least  $\frac{2}{3}$  (two-thirds) of the shares, and the decision quorum is valid if approved by at least  $\frac{2}{3}$  (two-thirds) of the shares with valid voting rights. What can be a concern is that decisions in the GMS are not only taken based on quorum provisions but can also be based on deliberation of consensus of all shareholders attending the GMS, but if the decision based on deliberation of consensus cannot be reached, the decision can be binding if the shareholders who agree are more than  $\frac{1}{2}$  (one-half). UUPT provides flexibility to the Company to determine the quorum of attendance and/or decision-making of the GMS itself in its articles of association, but it must not be smaller than that specified in the UUPT.

The Company can also make decisions outside the GMS mechanism, provided that all shareholders with voting rights approve the circulated proposal by signing it. This means that 100% (one hundred percent) of the shareholders must agree, and then the circulated proposal is binding for the Company like a decision taken through the GMS mechanism. The mechanism is known as a circular meeting decision, which will then be poured into a Deed of Circular Resolution by a Notary.

After the quorum is met and decisions are made in the GMS, the decisions must be set out in the form of minutes of the meeting, which include all decisions made and the legal rules underlying the decisions. Without these minutes of the meeting, the GMS will be invalid and deemed never held. These minutes must be signed by the Chairman of the meeting and at least

one shareholder appointed from and by the participants of the GMS, and in the event that the minutes of the meeting are made by notarial deed, it is not required to be signed.

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

The role of the Notary after making the deed of minutes or deed of PKR is to submit authorization and/or notification to the Ministry of Law and Human Rights (Kemenkumham) related to changes that occur in the Company based on the holding of the GMS through the Legal Entity Administration System (SABH) as regulated in Article 8 and Article 9 of the Minister of Law and Human Rights Regulation Number 21 of 2021 concerning Terms and Procedures for Registration of Establishments, Changes, and Dissolution of Limited Liability Companies ("Permenkumham 21/2021"), as it has revoked Permenkumham Number 4 of 2014 jo. Permenkumham Number 1 of 2016 jo. Permenkumham Number 14 of 2020 concerning Procedures for Submission of Applications for Legal Entity Attestation and Approval of Amendments to the Articles of Association as well as Submission of Notifications of Amendments to the Articles of Association and Data Changes of Limited Liability Companies. This ratification and/or notification is required so that the changes made have binding legal force.

Registration through SABH by Notary aims to ensure the validity of the Company's changes based on the GMS that has been held and will be very directly related to the rights and obligations of shareholders in the implementation of the next GMS. These rights include voting rights, the right to attend GMS, the right to obtain dividends and other rights. If the Company's changes are not implemented through the GMS mechanism in accordance with the provisions of the law, the changes will not be legally binding. They can cause losses to shareholders, which can lead to the cancellation of the deed, either by the parties themselves or through a public court mechanism.



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

1) Principle of Freedom of Contract

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

2) Principle of Openness (Transparency)

Openness regarding the implementation and decision-making in the GMS is an absolute thing. Shareholders, Directors, and Board of Commissioners must be provided with clear information regarding changes made by the Company because it will relate to the obligations, rights, and ability to act of each of these organs (Njatrijani et al., 2019). So, every decision made by the Company is based on legal and adequate information. This openness is one of the indicators driving the implementation of good corporate governance and the creation of clean and professional company management.

3) Principle of Compliance with Applicable Legal Provisions

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

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

The following is the composition of the Plaintiff and Defendant Parties in Case No. 214/Pdt.G/2021/PN Jkt. Utr related to the abuse of the implementation of the Extraordinary General Meeting of Shareholders (EGMS) by the Commissioner of PT SSC:

Plaintiff:		Defendant:	
Plaintiff-I	: HL	Defendant-I	: PT SSC
Plaintiff-II	: DL	Defendant-II	: DIS
		Defendant-III	: ST
		Defendant-IV	: TB
		Defendant-V	: PT QNN
		Defendant-VI	: Notary DRWN



Co-Defendant → Minister of Law and Human Rights cq Director General of  
Public Legal Administration

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

Based on information obtained by the plaintiffs from third parties around June 2020, there had been changes in the Company where the plaintiffs' data as directors and president commissioners no longer existed. After obtaining data on a copy of the Company's company profile requested through the AHH Notary office, it was found that PT SSC had made changes through an EGM based on Deed PKR EGM Number 2 dated May 13, 2020, Deed Number 3 dated May 14, 2020, and Deed Number 8 dated June 19, 2020, made before Notary DRWN (Defendant-VI).

The Plaintiffs sent a letter of request to Defendant-VI to be given a copy of PT SSC's Deed No. 2 dated May 13, 2020, Deed No. 3 dated May 14, 2020, and Deed No. 8 dated June 19, 2020, along with the archives. However, it was not granted on the grounds that they did not obtain permission from Defendant-II. According to Defendant VI, only Defendant II can request copies because Defendant II has legal standing based on the power of attorney/appointment by the GMS.

PT SSC is the party that has the right to appear before the Notary. Based on the provisions of Article 54 Paragraph (1) of Law No. 2/2014 on the Office of a Notary, it is stated that a copy of the deed can only be given or shown to the party with an interest in the deed, the heirs of the party listed on the deed, or the person who has obtained the right to do so. According to the author, Defendant-VI's refusal to provide a copy of the deed to Plaintiff-II cannot be justified because although Plaintiff-II is no longer listed as the President Commissioner, he is still a shareholder of the Company based on the PKR EGM Deed that Defendant-VI made, so he has a direct interest in the deed and is also a person who has the right to it. However, suppose the copy is requested by Plaintiff-I, who is no longer a Director of the Company and is not a shareholder. In that case, the refusal to provide a copy is still justifiable because the legal relationship between Plaintiff-I and PT SSC no longer exists, so Plaintiff-I no longer has the right to information about PT SSC.

Defendant II stated that as the owner of 70% of PT SSC's shares, he has full authority to make decisions in the EGM of PT SSC, while the presence or absence of the Plaintiffs will in no way affect the decision of the EGM of PT SSC. The quorum and decision-making requirements of

the EGM are based on Article 86 Paragraph (1) jo. Article 87 Paragraph (2) jo. Article 88 Paragraph (1) of the Company Law is also not violated because the shares owned by Defendant-II are sufficient for the fulfillment of the quorum and decision-making, so whether or not the Plaintiffs agree to changes in the composition of the management, shareholders, changes in company data or articles of association will not significantly affect the decision of the EGMS of PT SCC. Moreover, when the Plaintiffs were Directors and President Commissioners, they never actively managed and monitored PT SSC, so it is very reasonable to be replaced. During this time, it was Defendant II who carried out management and was fully responsible for all costs of PT SSC, as well as establishing cooperation with third parties.

The validity of the GMS, either the Annual GMS or EGMS, is not only based on the fulfillment of the attendance quorum and decision quorum of the shareholders on the day of the GMS but will also be seen from the procedures carried out before the GMS takes place. These procedures include, among others, the request for the implementation of the GMS by the Board of Directors / Board of Commissioners / Shareholders by registered letter as stipulated in Article 79 of the Company Law, the invitation to shareholders with voting rights by the Board of Directors / Board of Commissioners / Shareholders as stipulated in Article 79 Paragraphs (5), (6), and (7), Article 80, Article 81, Article 82, and Article 83 of the Company Law. In the event that the GMS is held with an invitation that is not in accordance with the provisions of the articles of association, the resolutions adopted in the GMS can be legally binding if all shareholders with voting rights are present/represented and the resolutions have been unanimously approved. Suppose there is a condition that the request and invitation of the GMS are not carried out and the Company must decide the near future. In that case, it can use alternative decision-making outside the GMS through a circular resolution as stipulated in Article 91 of the Company Law, provided that all shareholders unanimously approve and sign the proposal submitted in the circulation.

By looking at Decision Number 214/Pdt.G/2021/PN.Jkt.UTR, the Commissioner (Defendant-II), as the initiator of the EGM, did not carry out the provisions regarding the request and invitation of the EGM to other shareholders or propose matters to be decided by circular resolution. Thus, the decisions in the EGMS that resulted in the PKR EGMS Deed Number 2, dated May 13, 2020, Deed Number 3, dated May 14, 2020, and Deed Number 8, dated June 19, 2020, were invalid, even though the composition of the Commissioner's shares was greater and met the quorum for attendance and decision-making in fact had no effect if the GMS procedures were not fulfilled. Decisions that have been made regarding changes to the Board of Directors, Board of Commissioners, Increase in Authorized Capital, Issued Capital, and Paid-up Capital, as well as regarding the transfer of shares, are also invalid.

Members of the Board of Directors and Board of Commissioners may be dismissed at any time from office based on the decision of the GMS by stating the reasons and given the opportunity to defend themselves. However, the opportunity to defend themselves is not required if the dismissed person does not object. The Plaintiffs were dismissed from their

positions as Director and President Commissioner without ever being informed of the reasons for their dismissal. They were not given the opportunity to defend themselves through the GMS forum. This was a form of misuse of the EGM, which clearly caused harm to the Plaintiffs because there was no disclosure of information to the Plaintiffs. If indeed the basis for the dismissal was because the plaintiffs had never been active in the management of PT SSC, then as the Commissioner in charge of overseeing the performance of the Board of Directors, Defendant-II could directly reprimand and provide input to the plaintiffs.

Defendant-II has also submitted the procedure for organizing the EGMS of PT SSC to Defendant-VI as the Notary, as later set out in the Deed of EGMS PKR Number 2 dated May 13, 2020, Deed Number 3 dated May 14, 2020, and Deed Number 8 dated June 19, 2020. Defendant II was never involved in the preparation of the EGM documents because the preparation was carried out by Defendant VI, who conveyed that all EGM requirements were complete. Defendant II was then asked to be present only when signing the document (deed of PKR EGM of PT SSSC), which had been prepared by Defendant VI. Based on the testimony of Defendant II above, it can be analyzed that the actions of the Notary (Defendant VI) who made the PKR deed of the EGM of PT SSC were not based on a careful and thorough attitude in carrying out his position because he continued to make the PKR deed of the EGM even though there was no documentation regarding the request for the implementation of the GMS by the Commissioners / Directors / Shareholders, including documentation regarding the invitation of the GMS to other shareholders, and the attendance list of the meeting. Notaries can be held liable if there is an error in the making of the deed. However, if the error originates from the actions of the Notary, the Notary cannot be held liable, either administratively, civilly, or criminally.

The focus of the lawsuit in this case is tort. The regulation of unlawful acts is well known in Article 1365 of the Civil Code. The definition of unlawful acts is not spelled out in the Civil Code, but only to the extent of mentioning that if someone suffers a loss caused by another person, then he has the right to sue for compensation to the person who caused the loss (Anindita, 2019). The act of tort has undergone an expansion of meaning because it is not limited to acts (active or passive) that violate the rules of written law only or the fulfillment of the elements of fault, the existence of loss, and the relationship between the act and the loss, but also acts that violate unwritten norms such as:

1. Actions that violate a person's subjective rights;
2. Actions contrary to the rules of decency;
3. Conduct that is contrary to the legal obligations of the perpetrator;
4. Actions that are contrary to propriety, rigor, and prudence in good public relations (Fuady, 2017).

The EGMS conducted by Defendant-II as Commissioner resulted in changes to the composition of the Board of Directors and Board of Commissioners, an increase in the authorized capital of the Company, and no prior offer to existing shareholders. These matters caused losses

to Plaintiff-I (Director) and Plaintiff-II (President Commissioner), whose positions were replaced without any notice, explanation, or opportunity to defend themselves, and to Plaintiff-II, who is also the President Commissioner and holder of 30% (thirty percent) of the shares felt disadvantaged because his shares were diluted to only 6.5% due to the increase in capital entering the Company.

The Judge's consideration that Defendant II had committed a tort against the plaintiffs was appropriate because Defendant II's actions had violated the subjective rights of the plaintiffs, taking actions that were contrary to applicable legal obligations by ignoring the principle of transparency and ignoring the obligation to notify important decisions taken by the Company through the EGM to the plaintiffs, resulting in the plaintiffs suffering losses.

The Judge's consideration regarding the actions of Defendant-III, Defendant-IV, and Defendant-V, who did not take any legal action related to the issuance of the Deed of PKR EGM of PT SSC Number 2 dated May 13, 2020, Deed Number 3 dated May 14, 2020, and Deed Number 8 dated June 19, 2020, resulting in changes in the composition of the Board of Directors and Commissioners, the entry of Defendant-V as a shareholder is a tort. The Judge's consideration is in accordance with the theory of unlawful acts, where not doing the right thing causes others to suffer losses, and the defendants all acted not in accordance with propriety; the Plaintiffs can prove the unlawful acts committed by the Defendants so that the Panel of Judges declares that the PKR EGM Deed Number 2 dated May 13, 2020, Deed Number 3 dated May 14, 2020, and Deed Number 8 dated June 19, 2020 made before Defendant-VI are invalid, not binding, and null and void. Therefore, the letter of acceptance of the Company's data notification and the decision letter issued by the Ministry of Law and Human Rights (Co-Defendant) based on these deeds are also declared invalid and have no binding legal force. Then, the Deed of EGMS Resolution Number 17, dated August 4, 2018, made before Notary S; the Deed of EGMS Resolution Number 19, dated November 22, 2018, made before Notary SHAS; and the Deed of EGMS Resolution Number 23, dated November 24, 2018 made before Notary SHAS along with the letter of acceptance of notification of changes in company data issued by the Ministry of Law and Human Rights related to these deeds are declared valid and have binding legal force. This decision underlines the importance of the implementation of the EGMS in accordance with the provisions of the Company Law and the Company's articles of association.

## CONCLUSION

The conclusion in this study shows that the validity of limited liability company changes through the General Meeting of Shareholders (GMS) relies on strict adherence to applicable legal procedures. These include clear invitation to the meeting, fulfillment of quorum, shareholder approval, and ratification from the Ministry of Law and Human Rights, as outlined in the Company's Articles of Association and applicable laws and regulations. By consistently applying legal principles such as freedom of contract, transparency, and compliance with laws and

regulations, the legality of corporate changes can be ensured. This emphasizes the importance of conducting each stage of the GMS in accordance with legal provisions, to ensure that any decisions taken are legally binding and valid.

The study also highlights the potential consequences of violating this procedure, as illustrated in Decision Number 214/Pdt.G/2021/PN.Jkt.Utr, where the holding of an EGM secretly without a formal summons was deemed an unlawful act, causing the deed of meeting decision to be invalid. Going forward, companies should prioritize transparency, ensure formal invitations to meetings, and fully comply with legal mechanisms during the GMS process. Future research should focus on strengthening oversight mechanisms and regulatory frameworks to prevent abuse of power and increase transparency. Specific suggestions include tightening quorum requirements, improving GMS procedures in the Articles of Association, and involving notaries to safeguard the validity of decisions. These measures can significantly reduce the risk of legal violations and improve the protection of shareholder rights.

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