



The Meaning of Facing with a Notary in The Minutes of a General Meeting of Shareholders Contained Electronically According to The Perspective of Laws and Regulations

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Abstract

This study aims to analyze, find out and then explain the concept of dealing in making the minutes of the General Meeting of Shareholders held electronically. Methods This research uses a normative juridical method. The results of this study are the differences in the views of experts in viewing the expansion of the meaning of "dealing with a Notary" which physically can be carried out through electronic media in UUJN, this raises doubts among Notaries in carrying out their Duties and Authorities in carrying out their duties, because it can be resulting in the strength of proof of the product of the E-GMS minutes of deed that he made. Hierarchically, the POJK legislation does not necessarily shift the provisions in the UUJN which have the status of law and have a higher position. Ideally, the E-GMS mechanism is regulated in a Government Regulation (PP) whose basic regulation is Law Number 40 of 2007 concerning Limited Liability Companies. Lex Generalis.

Keywords: notary, concept faced

INTRODUCTION

Indonesia is a developing country that is still moving towards progress, in today's world where the world is increasingly using technology, Indonesia certainly should not be late and seem left behind in adjusting to the times. Japanese Prime Minister Shinzo Abe explained that artificial intelligence artificial intelligence will be the main focus of the industrial revolution era 4.0 while the human component will be focused on the era of society 5.0. again about who discovered gold mines or abundant oil fields but about who was the first to make peace by utilizing artificial intelligence and the rapid advancement of information technology which was the winning country in this era.

Notaries have an important role in the development of law for the community, the guarantee of a protection and legal certainty is the most important thing in making an authentic deed according to the client's wishes. Notaries in carrying out their duties as public officials who are authorized to make authentic deeds, as long as that authority is not owned by other public officials, a notary will be directly responsible for the deeds made, to clients who use his services, as well as to society as a whole.

Notary as a public official authorized to make an Authentic Deed as determined by Law Number 30 of 2004 (hereinafter referred to as UUJN 2004) As last amended by Law of the Republic of Indonesia Number 2 of 2014 concerning Notary Positions (hereinafter referred to as UUJN 2014) which has perfect evidentiary power for the community, that the requirements for the authenticity of a deed are regulated in Article 1868 of the Civil Code, namely that the deed is made in the form determined by laws and regulations, and the deed is made by or before a public official who has the authority where the deed was made. . Authenticity requirements regulated in the Civil Code are the presence of the parties before a Notary/PPAT official. However, are these regulations made almost hundreds of years ago still capable of keeping up with changing times and being able to meet every need for

community legal products in times of changing situations which then encourage accelerated progress? Technology is growing rapidly in the current era. Technological progress is growing more rapidly in the current era.

Indonesia in welcoming technological advances as they exist now, meaning that professions and jobs must be encouraged to continue to innovate working using the help of electronic technology (eg audio-visual technology), therefore almost all activities to the main legal actions can be carried out digitally/electronically, or using an audio-visual technology system, all professional circles are expected to quickly adapt to converting their work, including government administration as well as those who work in the legal field such as lawyers or advocates, courts, and notaries as public officials (Makarim, 2021). The Supreme Court has now issued a rule to provide legality to the judicial process carried out using audio-visual technology through teleconferencing, as an effort so that the judicial process can be held through the implementation of E-court based on the Supreme Court Circular No. 1 of 2020. Then there is also the Prosecutor's Instructions. Supreme Court Number 5 of 2020 issued by the Attorney General's Office also in which the second point of the regulation determines the efforts to try criminal cases that can be held using Tele Conference audio-visual technology.

"Ironically, it is inversely proportional to the position of a public official who is important in providing public services in meeting the needs of legal products for the community, but still seems relatively lagging behind and seems too late in responding to the situation of changes that have occurred, because they still seem giddy and have not made a decision on the situation. converting policies so that they can carry out their services and authorities electronically" (Nurita, 2012)

The business world that continues to grow cannot be stopped, so that it requires the dynamic function and role of a Notary in the demands of the times for the needs of society for convenience in all things. In fact, if you are careful in observing an event, then the event or issue that is currently being discussed about electronic deeds actually provides an opportunity for notaries to be optimal and efficient when providing services to the interests of the community (Nurita, 2012). Judging from the current legal facts, where the Supreme Court has implemented E-Court, the existence of a large market mechanism that utilizes technology such as E-Commerce, where the implementation and as a form of government transparency in administering government which is implemented through E-Governance. With these facts into question, what about the concept of dealing with a notary as referred to in the UUJN and Article 1868 of the Civil Code regarding the authenticity of a deed. The use of information technology which is closely related to cyber notaries is very familiar among notaries, considering that in the Notary Code of Ethics, increasing knowledge is an obligation for a notary, so there is no need to be allergic to this.

The government has issued regulations to continue to be able to increase business activities ranging from small, medium to large so that the Plan and Implementation of the General Meeting of Shareholders (GMS) specifically for Public Companies is possible to be carried out electronically, based on the provisions released by the Financial Services Authority (OJK). OJK as stated in OJK Regulation No.15/POJK.04/2020 concerning the Plan and Implementation of the General Meeting of Shareholders of a Public Company (hereinafter referred to as POJK No.15/2020) and OJK Regulation No. 16/POJK.04/2020 Concerning the Implementation of the General Meeting of Shareholders of Publicly Listed Companies Electronically (hereinafter referred to as POJK No.16/2020) which specifically plays a role in providing national economic stimulus (Makarim, 2021). In addition, a Public Company that holds a General Meeting of Shareholders (GMS) electronically by using the electronic media Tele Conference, which is currently often used by several public companies listed on the stock exchange because they have received legal approval and legality through Article 12 POJK No.16 /2020. The GMS held face-to-face (conventionally) can be replaced with an online GMS, by utilizing advances in electronic technology, one of which is teleconference media, which guarantees legal certainty and protection, as well as order. Notaries have the authority to make a Deed of Minutes or Deed of Minutes of the GMS which is held online.

Notaries have a role in the E-GMS as a notarial deed maker because the E-GMS held online, based on POJK No. 16/2020, the minutes must be made in the form of a notarial deed by a Notary registered with the Financial Services Authority without the signatures of the parties. E-GMS participants, this provision is in conflict with the existing Notary Obligations regulated in Article 16 paragraph (1) letter m UUJN, namely for the obligation to read the Deed in front of the appearers and witnesses, a minimum of 2 witnesses or 4 special witnesses to make a will deed under the hand, and must be signed at the same time by the appearer, witness, and notary which is then emphasized in his explanation that the notary must be physically present and then sign the deed in front of the appearers and witnesses. Based on the description above, Habib adjie said:

"The obligations of a Notary as referred to in Article 16 paragraph 1 letter m must be related to Article 39 paragraphs 2 & 3 of the UUJN, the substance of the article becomes contradictory if it is related to the GMS policy which can be carried out through teleconferencing media, video conferences, or other electronic media facilities, because the substance of the arrangement regulated by the articles in the UUJN, both the appearers, witnesses, and notaries must be in the same place at that time and physically present" (Adjie, 2018).

The article has become a vague norm, how is the concept of dealing with a notary in making a relaas deed as permitted by OJK regulations, but UUJN itself still requires a notary to be physically present? UUJN which has not been explicitly regulated regarding the authority of a notary to make a notary deed electronically and has not provided an expansion of meaning related to the concept of dealing with a notary, can raise questions regarding the strength of proof of a notarial deed in an electronically held GMS (E-GMS), because can lead to a degradation of the strength of evidence from the original perfect to just like a deed under the hand.

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Article 1868 of the Civil Code which has existed for almost hundreds of years, and the phrase "Dealing with me" which is still seen as narrow and has not yet received an expansion of meaning, that every deed must be made before a Notary, so related to this the author views that there is a need for renewal of the expansion of the meaning and concept of dealing in making authentic deeds by a notary, the necessity of a notary who in carrying out his duties in making a deed must meet face to face or face to face with the appearers directly, is considered irrelevant in facing the Era of Globalization 4.0 & 5.0 where every country is competing to utilize information technology in every activity, which in its implementation is transferred to technology-based matters. A professional ethic is a moral ethic that is exclusively regulated for the running of the profession carried by a notary properly, because each profession has its own uniqueness from the profession itself in accordance with the needs of each profession (Erwin and Arpan, 2008).

Changes in human life in various activities caused by the development and advancement of information and electronic technology in the Globalization Era 4.0 & 5.0 at this time, which has quickly influenced the emergence of new legal acts. Then how do Notaries keep pace with rapidly advancing technological advances, plus the ongoing COVID-19 pandemic requires a notary to no longer only work in the old style, but is also required to be able to take advantage of advances in the world of information and electronic technology. According to Wahbi and Ariwibowo (2019), this digital era makes it easier for teachers and anyone to access information, especially in terms of searching for daily needs.

Indonesia as a developing country must always continue to maintain, and maintain national unity and integrity by maximizing the use and utilization of information

technology for as stated in the preamble and purpose of Law Number 11 of 2008 concerning Electronic Transactions (hereinafter referred to as UU ITE), in facing future challenges and competition in the 4.0 and 5.0 Industrial Revolution Era as it is now, so that the use of technology must take part to play a role in national economic growth and a prosperous society can be realized. The provision of services by a notary to the public today as regulated in the UUN and Article 1868 of the Civil Code can be seen still face-to-face (conventionally), where the relevant parties face each other, the reason is due to legal norms that currently require this to be done. According to Lubis (2022), the law should always follow the extraordinary developments that are happening at this time. Every line of life activity that has been driven by the development of information technology in which the community has shifted and/or moved from the old system, namely the conventional one, to a more recent system, namely the system Electronic notary services, including notary services, have also shifted to electronic-based services, otherwise known as cyber notaries (Syamsir, Elita Rahmi & Yetniwati, 2019).

The problems described above are interesting to discuss. How is the concept of dealing in making the minutes of the General Meeting of Shareholders held electronically? Therefore, the author considers it an interesting thing to do research, wherein the results are stated in a thesis with the title Meaning dealing with a notary in the deed of the minutes of the General Meeting of Shareholders held electronically in the Perspective of the Laws and Regulations.

METHOD

This study uses a normative juridical research method, which is carried out by examining library materials such as primary data, namely laws and regulations with the help of secondary data in the form of written sources such as articles, books, magazines and newspapers. In this study, research will be carried out, reviewing, and studying the sources of written materials that have a relationship with the concept of dealing with a notary.

The research approach used in this study, namely the Conceptual Approach, this approach starts from the views and doctrines that have emerged and developed in the science of law and by observing the views and doctrines contained in the science of law that have been studied, the author will find ideas that can then produce legal definitions, concepts and legal principles that are appropriate to answer the problems faced.

Then the Legislative Approach, this approach is carried out by examining the laws and regulations and having a relationship with the formulation of problems and legal issues that are being faced/handled.

RESULTS AND DISCUSSION

The industrial revolution 4.0 is no longer something that must be avoided, but Indonesia as a developing country must be ready to welcome and adapt to the revolution. The use of technology in all aspects of life, from entertainment, finance, law, to the business world, where technology has become the primary thing for human life today. We certainly already know that there is a large market mechanism that utilizes technology such as E-Commerce, there is also implementation and as a form of government transparency in administering government which is implemented through E-Governance. In the field of law in particular, there have been a lot of regulatory and policy reforms so that in the end the legal profession must adjust to what is happening. Lawyers / Advocates, for example, have done their work electronically in providing legal services, so that this is no longer a new thing, Advocates / Lawyers have carried out online consulting services by utilizing audio-visual technology and making work contracts electronically (Makarim , 2021).

The Supreme Court has now issued a rule to provide legality to the judicial process carried out using audio-visual technology through teleconferencing, as an effort so that the judicial process can be held through the implementation of E-court based on the Supreme Court Circular No. 1 of 2020. Then there is also the Prosecutor's Instructions. Supreme Court Number 5 of 2020 issued by the Attorney General's Office also where in the second point the regulation determines the efforts of criminal case trials that can be held using Tele Conference audio-visual technology (Makarim, 2021). Most recently, the capital market, which is one of the centers of financial activity in Indonesia, is also not immune from the effects of technological advances. The capital market policy makers, namely the Financial Services Authority (OJK), have begun to determine the use of electronic media as one of the supporting media used in capital market activities. One of the regulations for the use of electronic media that has just been released by OJK is POJK No. 16/2020 dated April 21, 2020 regarding the Electronic General Meeting of Shareholders of Publicly Listed Companies. The General Meeting of Shareholders (GMS) is the organ of the company holding the highest position in a Limited Liability Company that has special authority to determine decisions as regulated in Article 2 paragraph (1) of the Company Law as the highest organ in a limited liability company that has the authority to determine decisions and The implementation of the GMS is regulated in detail either in the Company Law or other supporting regulations. The implementation of the GMS through the electronic media Tele Conference (E-GMS) is a new legal act in the Legal Policy in the country, previously the matter regarding the E-GMS was mentioned in Article 77 of the Company Law which determines that apart from being regulated in Article 76, the GMS can also be held with the help of Teleconference/videoconferencing media, as long as it allows all GMS participants present to see and hear each other directly when participating in the meeting.

GMS is generally still conducted conventionally as regulated in Article 76 paragraph (1) of the Company Law, namely by meeting shareholders in the same place usually where the domicile of the Company is. Article 78 of the Company Law determines that the GMS can be held at any time according to the needs of the Company itself. However, the general practice is that the GMS is usually held once a year, which is commonly referred to as the Annual General Meeting of Shareholders (AGMS). The annual GMS usually has an agenda, namely the accountability of the company's financial statements, the company's Annual Work Plan, the salaries of the Commissioners and Directors and the distribution of company profits (dividends) to shareholders.

Public companies or companies that have sold their shares in general to the public and are listed on the stock exchange, the implementation of the GMS is specifically regulated by the regulations of the financial services authority (POJK). There are 2 rules regarding the implementation of the Public Company GMS currently in force, namely POJK Number 15/2020 concerning Public Company GMS and POJK Number 16/2020 concerning Electronic Public Company GMS. Based on Article 2 of POJK 15/2020, the GMS of a Public Company must be held no later than 6 (six) months after the financial year ends. However, in certain circumstances, the OJK may determine the time limit for holding a Public Company GMS and a request for a Public Company GMS can be submitted by a minimum of 1/10 of all shareholders with voting rights or submitted by the Commissioner.

Article 8 paragraph 2 POJK 16/2020 determines that shareholders who attend the E-GMS electronically can replace physical attendance and can be counted as meeting the attendance quorum, this presence is accommodated through the media provided by the E-GMS provider or the system provided by public company. While Article 12 POJK No. 16/2020 also states that the minutes of the E-GMS results are contained in a notarial deed in the form of a deed of minutes of meeting by a notary. Deed is defined as a letter of evidence including statements, descriptions, acknowledgments, decisions, etc. according to the Big Indonesian Dictionary, while the definition of a Notary Deed, as regulated in Article 1 point 7 UUJN is defined as an authentic deed made before a notary or made by a notary, which form and procedure for its manufacture are determined by this law (UUJN) (Purnamasari, 2022).

These articles deserve scrutiny, such as Article 1 point 7 UUJN stipulating that a notarial deed must be drawn up based on the “forms and procedures” stipulated by this law (UUJN). This means that the making of the minutes of the E-GMS meeting still refers to the UUJN, because if the General Meeting of Shareholders (GMS) is held through Tele conference media, it means that each participant is not all in one place and physically present facing the notary, so that if minutes of meeting deed in the form of a notarial deed made by a Notary where the basis for making it is the Notary Position Act (UUJN), then this can cause a problem, because Article 16 letter m which is later clarified in the explanation section of this law still requires physical presence from the appearers, witnesses, and notaries must be in the same place and at the same time, which must be physically present (Adjie, 2018). The implementation of the E-GMS then raises questions and doubts among notaries as to whether the implementation of Article 16 paragraph (1) letter m can be carried out online using audio-visual technology, meaning that it has expanded the meaning of the word 'facing' in making a deed, then what is the status of the authentic deed in this case the deed of minutes of meeting which is the result of the legal action then signed. Agung Iriantoro, Chair of the Notary Family Association of the Faculty of Law, University of Indonesia (IKA Notariat UI), is of the opinion that Article 16 paragraph (1) of the UUJN requires Notaries to be physically present and sign the deed in front of the audience. The text of this article has provided legal certainty firmly, unambiguously, and without various interpretations (Heriani, 2022).

Notary deed as authentic evidence, must pay attention to Article 1868 of the Civil Code (“KUHPperdata”) that a deed must be made in the form determined by the legislation, and the deed is made by or before a public official (Notary) who has authority where the deed was made. The authentic deed must fulfill the requirements specified in Article 1868 of the Civil Code, cumulatively or must cover all aspects of its obligations. Even though the parties have signed the deeds, if they do not meet the requirements in Article 1868 of the Civil Code, they cannot be treated as an authentic deed, and only have the power of proof as a written deed under the hand as stipulated in Article 1869 Civil Code (Purnamasari, 2022).

Notaries will be considered negligent and make mistakes in their duties and positions if they do not follow the provisions as stipulated in Article 16 paragraph (1) letter m and paragraph (7) of the UUJN, namely not reading the deed before the parties before they sign it (Merlyani, 2022). The non-fulfillment of the requirements for the physical presence of the appearers can cause the strength of proof of the notarial deed or the deed of minutes made from the results of the E-GMS to be degraded into an inauthentic deed or only having the strength of proof of a deed equivalent to a private deed only. One of the legal implications of signing a deed without being read out by a notary in front of the audience is that the deed will experience a degradation of its evidentiary strength to only an underhand deed from what it should have. the power of perfect proof of authentic deed (Kurniawan, 2018).

"The reading of the deed before the parties is very important and must be carried out because it has several philosophies contained, namely:

- a. So that the appearers accept the truth of the contents of the deed, through the reading of the deed by a notary.
- b. The aim is that the appearers can understand the whole truth of the contents of the deed that has been made and agreed upon, so that one day the parties will not deny the truth of the contents of the deed on the pretext that they do not know if there is a clause that is considered to be detrimental to him, because the deed has been read to him.
- c. So that the appearers can believe that the contents of the deed are appropriate based on the agreement that has been reached by the appearers.
- d. The deed must be read aloud by the notary in front of the audience so that the parties know the provisions of the deed before signing it, and that the clauses are in accordance with their preferences. If one of the appearers is of the opinion that the clauses do not meet his needs, the notary may ask the appearing party to change the contents of the

- clauses in the deed, or the notary may request that the engagement be annulled if the agreement on the disputed clauses is not fulfilled. The parties can freely decide whether or not to agree with the contents of the deed after they know what is written in it.
- e. So that the appearers can be sure if what the appearers have signed is in accordance with what they have heard directly when the deed was read out. Article 44 paragraph (1) of the UUN stipulates that the deed must be signed by each party (appearance, witness, and notary) immediately after the deed is read, unless there are appearers who for some reason cannot sign, the notary shall state the reasons. In this article what is meant by "immediately after reading it" is the obligation of a notary to read the deed to the parties before the deed is signed." (Merlyani, 2020).

Verlijden in a process of making a deed, has a relationship with the duties and authority of a notary to prepare, read the deed and then ensure that the contents of the deed have been understood and signed by the appearers and witnesses, this is regulated in Article 1868 of the Civil Code, this is what distinguishes between an authentic deed and a private deed (Multazam and Purwaningsih, 2018).

Notaries have a role to make a notarial deed in every GMS held electronically (E-GMS), because Article 12 Paragraph (1) POJK Number 16/2020 stipulates that the minutes of the E-GMS must be made a notarial deed by a notary registered with the OJK so that it is not Signatures from the GMS participants are needed, this article mandates that the minutes of the E-GMS must be made in the form of a notarial deed, but it is not clearly explained whether the deed is made as a partij deed or a relaas deed, which is as stipulated in Article 12 Paragraph (2) POJK Number 16/2020, that the deed will contain at least; (1) a list of shareholders who attend electronically, (2) a list of shareholders who give power of attorney electronically electronic (3) recapitulation of attendance quorum and decision quorum; and (4) electronic transcripts of all interactions in the GMS to be attached to the minutes of the GMS.

According to G.H.S. Lumban, the deed of minutes of meeting is a deed of relaas, in which the notary in carrying out his duties and position as a public official, explains and/or gives testimony based on everything he has seen, witnessed, and experienced, based on what other parties have done (Lumban, 1999). The second POJK Number 15 & 16 of 2020 only states that the minutes of the E-GMS results are mandatory for a notarial deed to be made, it's just that the technical implementation and the presence of a notary can be present in the E-GMS and whether or not it is mandatory to attend has not been fully regulated. even if you look at Article 12 Paragraphs 2 & 3 of POJK Number 16/2020 it seems as if the minutes of the meeting are made in the form of a partij deed, because it is determined that it is the E-GMS provider who meets the Notary to submit a copy as referred to in Article 12 Paragraph (2) POJK Number 16/2020 which has been mentioned above.

The essence of the presence of a Notary at the General Meeting of Shareholders (GMS) is only based on the request or will of the parties who have an interest, so that the Notary cannot immediately attend and make a notarial deed of a GMS. Because the participation of a Notary in the GMS is not regulated in detail in the legislation, so that the deed of the GMS is only based on a request from the Limited Liability Company, in this case through a representative of the Board of Directors. If the Notary is not invited or summoned to the GMS at the time it is held, the Notary can only exercise his authority or position after the GMS has finished and the minutes have been made and then a Deed of Statement of Meeting Resolutions is made by submitting it to the Notary to make the deed which is classified in the category of Deed of Partij or Deed of Parties. . If at the holding of the GMS of a limited liability company a Notary is invited/summoned to attend, then the Notary acts as a public official who carries out his duties and authorities to witness legal actions directly related to the meeting held by the Limited Liability Company, and then the Notary can make a Deed of Minutes of Meeting which is classified as a Deed Relaas or Official Deed of the meeting he witnessed. There is an Electronic GMS Organizing process regulated based on Article 8 paragraph (2) POJK, who are still required to be physically present at the E-GMS, namely the Chairperson of the GMS, 1 (one)

member of the Board of Directors and/or 1 (one) member of the Board of Directors. Commissioners, and capital market supporting professionals who assist in the implementation of the GMS.

What is meant by "physically" is that the chairman of the GMS, members of the Board of Directors/Board of Commissioners, and supporting professions must all be present in one room at the time the GMS is held electronically. attend the E-GMS through electronic media. Then the main question is, can the implementation through electronic media such as Tele conference technology replace the obligation to appear physically, as previously mentioned that the Electronic GMS (E-GMS) was first regulated in Article 77 paragraph (1) of the Company Law, only more than 1 Decades later, POJK Number 15 & 16 of 2020 appeared which regulates the implementation of the E-GMS, but on the other hand the UUJN still regulates the obligation to deal physically with a Notary in making an authentic deed, there is a conflicting substance between the implementation of the duties of a Notary position as regulated in the UUJN and the technical implementation of the E-GMS is regulated in the POJK, these problems can be seen from various aspects of the preference for legislation *lex specialist* derogate *lex generalis*.

The principle of *lex specialis* derogate *lex generalis*, this principle is one of the principles of statutory preference which determines to 2 (two) laws and regulations that hierarchically have an equal position, then the regulations that specifically regulate legal actions can override regulations that regulate more generally, in this case POJK No. 16/2020 and UUJN, but can POJK become *lex specialis* from the *lex generalis* of a UUJN? which one of the articles of the OJK has directly eliminated the provisions of Article 16 paragraph (1) letter m of the UUJN, which is related to the two regulations regulated in 2 (two) different regulations, and also has an unequal position in the hierarchy, the two regulations governing the conflicting norms can corner the Notary when there is bad faith that takes advantage of the gaps in the norm, when the deed of the GMS is disputed, and is used as evidence in the judicial process, in the event that if there is a problem that has different interpretations regarding the results of the GMS regarding the procedures that have been followed in making a notarial deed (Adjie, 2018). The E-GMS mechanism will be more ideal if it is regulated in a Government Regulation (PP) whose basic regulation is Law – Constitution Number 40 of 2007 concerning Limited Liability Companies (UUPT) (Siregar, 2022). So that in a position like the one above, it is hoped that there needs to be an affirmation related to statutory arrangements, so that Article 16 paragraph (1) letter m of the UUJN becomes its *lex generalis* and its *lex specialis* is Article 77 paragraph (1) of the Company Law in conjunction with the explanation of Article 77 paragraph (4) UUPT, which regulates the implementation of the E-GMS, is established in a Government Regulation (PP). The sanctions provisions contained in the UUJN, where if the notary is not physically confronted can be set aside if he applies this kind of legal construction, and this provision only applies to deeds other than the E-GMS minutes deed (Adjie, 2018). The pandemic has provided a tremendous acceleration to digital transformation, so that what should happen in 5-10 years, becomes in just 1-2 years. Existing Regulations / Regulations are often one step behind what has already happened (Hamdani, 2022). Based on the description above, it can be understood that there has been an expansion of the concept of dealing with a Notary who is required to be physically present but it can be facilitated by electronic technology media, specifically for the preparation of minutes of meetings at the implementation of the E-GMS of a public company which is carried out through teleconference and videoconferencing technology. However, it is still necessary to improve regulatory substances so that the use of technological advances does not backfire for a Notary in carrying out his duties and positions.

CONCLUSION

The government has provided a legal breakthrough, namely the expansion of the concept of dealing with a Notary who is required to be physically present, but it can be

facilitated by electronic technology media, specifically for the preparation of minutes of meetings at the implementation of the E-GMS of a public company which is carried out through teleconference and videoconferencing technology, however. it is still necessary to improve regulatory substances so that the use of such technological advances does not backfire for a notary in carrying out his duties and positions. POJK Number 15 and 16 of 2020 Regarding the General Meeting of Shareholders held electronically (E-GMS) requires the minutes to be contained in a notarial deed, where Article 1 point 7 UUJN determines that a notarial deed is made according to the form and procedure stipulated in the law. (UUJN), the new POJK has not been accompanied by a renewal of the UUJN so that this can become an obstacle because there are still contradictory articles between the two regulations so that they can become obstacles for notaries in carrying out their duties.

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