

Tinjauan yuridis sengketa surat kuasa yang tidak dapat ditarik kembali dan penyelenggaraan RUPSLB PT. Citra Televisi Pendidikan Indonesia = Legal analysis of the dispute concerning irrevocable power of attorney and extraordinary general meeting EGM of PT. Citra Televisi Pendidikan Indonesia / Felicia Heryanto

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Abstrak

ABSTRAK

Tesis ini bertujuan untuk menganalisa ketentuan Undang-Undang atas Sengketa Surat Kuasa 3 Juni 2003 dan penyelenggaraan RUPSLB 17 Maret 2005 dan RUPSLB 18 Maret 2005 PT. CTPI dalam Putusan MA No. 238/PK/Pdt/2014. Penelitian yuridis normatif ini memakai metode Penalaran Deduktif dari Soetandyo Wignjosubroto dan menggunakan sumber hukum Undang-Undang, Yurisprudensi, buku-buku teori hukum, surat kabar, dan kamus. Temuan inti menyatakan Surat Kuasa Yang Tidak Dapat Ditarik Kembali tidak diperbolehkan, dan dapat ditarik melalui cara berakhirnya Pemberian Kuasa (Psl. 1813-1819 KUHPer) dan Perikatan (Psl. 1381-1403 KUHPer). Namun demikian penarikan Surat Kuasa 3 Juni 2003 tidak dibenarkan karena tidak ada tanda bukti bahwa penerima kuasa telah mengetahui tentang penarikan ini (Psl 1818 KUHPer). Penelitian juga menunjuk RUPSLB 17 Maret 2005 cacat formil karena melampaui tenggang waktu pengesahan Kementerian dalam pendaftaran dan pengumumannya; begitu pula RUPSLB 18 Maret 2005 yang tidak mengirimkan undangan 14 (empat belas) hari sebelumnya kepada pemegang saham (Ps 68 jo. 69 UU PT 1995). Disarankan untuk penarikan surat kuasa selalu dilengkapi dengan tanda terima tertulis telah diketahui penerima kuasa, dan penerima kuasa yang merasa dirugikan dapat menuntut ganti rugi sesuai Psl. 1812 KUHPer. RUPS hendaknya diselenggarakan sesuai Anggaran Dasar yang mematuhi ketentuan UU Perseroan Terbatas dalam pemanggilan, penyelenggaraan, pendaftaran, dan pengumumannya. RUPS yang mencakup agenda pembayaran hutang pribadi pemegang saham disarankan mengadakan perjanjian subrogasi terpisah antara investor dan pemegang saham untuk kepastian perpindahan hak kreditur ke investor (ps. 1400 KUHPer).

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ABSTRACT

The thesis analyzes the legal dispute of Irrevocable Power of Attorney 3rd June 2003, EGM 17th March 2005, and EGM 18th March 2005 of PT. CTPI in the Supreme Court Decision No. 238/PK/Pdt/2014. This legal normative research utilizes Logical Deductive method by Soetandyo Wignjosubroto with resources including Constitutional Law, Jurisprudence, newspapers, dictionary, as well as books and journals on law. The finding notes that Irrevocable Power of Attorney is not in

alignment with the law; it can therefore be revoked in methods described in Art. 1813-1819 KUHPer and in Art. 1381-1403 KUHPer governing the termination of Power of Attorney and Contract respectively. That being said, the Irrevocable Power of Attorney 3rd June 2003 was not properly revoked due to lack of evidence that the beneficiary knew of its termination (Art. 1818 KUHPer). The research also notes EGM 17th March 2005 as illegal because it surpassed the time frame to be registered and announced (Art. 21 jo. 22 Company Act 1995); so was EGM 18th March 2005 that failed to mail its invitation 14 (fourteen) days beforehand to its shareholders (Art. 68 jo. 69 Company Act 1995). It is advised that the revocation of Power of Attorney should be accompanied by written notification signed by the beneficiary, while beneficiary that suffered losses can sue the principal for compensation in accordance to Art. 1812 KUHPer. EGM that covers payment of shareholders' personal debt should include separate and clearly stated subrogation agreement between investor and shareholders to ensure transfer of creditors' rights to the investor (Art. 1400 KUHPer). EGM should attend to the Company Act in all process of invitation, execution, registration, and announcement