

Pelindungan Hukum Bagi Pembeli Dalam Transaksi Jual Beli Saham Perseroan Terbatas Terhadap Sengketa Kepemilikan Saham (Studi Kasus Putusan Mahkamah Agung Republik Indonesia Nomor 3076 K/Pdt/2019) = Legal Protection for Buyers in a Limited Liability Company Share Sale and Purchase Transaction Against Share Ownership Dispute (Study of Supreme Courts Decision Number 3076/K/Pdt/2019)

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Abstrak

Notaris membuat Akta Pernyataan Keputusan Rapat tanpa memuat Risalah Rapat Umum Pemegang Saham Luar Biasa yang sah berdasarkan keterangan kuasa yang tidak berwenang. Kedudukan notaris pada akta pihak ini hanya dapat dimintakan atas kebenaran aspek pembuktian formalitas karena rapat tersebut tidak dihadiri secara langsung. Peralihan saham yang terjadi tanpa persetujuan dan kehendak pengugat melibatkan adanya pihak ketiga sebagai pembeli sebagaimana dalam Putusan Mahkamah Agung Republik Indonesia Nomor 3076/K/Pdt2019. Permasalahan penelitian ini mengenai pertanggungjawaban Notaris dalam transaksi jual beli saham dan perlindungan hukum bagi Pihak Pembeli terhadap keabsahan transaksi jual beli saham akibat adanya sengketa kepemilikan saham tersebut. Tesis ini menggunakan metode penelitian hukum normatif. Peneliti mengolah dan menganalisis data sekunder secara kualitatif. Hasil penelitian ini, Pelanggaran terhadap kewajiban bertindak oleh notaris membawa kerugian bagi penggugat sebagai perbuatan melawan hukum dapat dikenakan sanksi perdata berkaitan dengan tidak terpenuhi keabsahan akta Pernyataan Keputusan Rapat tersebut baik secara materiil dan formal maka akta batal demi hukum. Berdasarkan Pasal 1365 KUHPerdara pembatalan akta itu berakibat hukum keadaan kembali seperti semula sebelum pihak ketiga mengadakan perjanjian dengan pihak penjual karena saham hanya dapat dipindahtangkan oleh pemilik yang sah, perlindungan hukum bagi pembeli jika pembeli tersebut beriktikad baik. Notaris dapat pula dikenakan sanksi administrasi lebih berat berupa pemberhentian tidak hormat dan sanksi pidana atas pemalsuan dokumen dan turut serta memalsukan menurut Pasal 263 jo. Pasal 264 dan Pasal 55 KUHP.

.....The Notary makes a Deed of Statement of Meeting Resolutions without containing the valid Minutes of the Extraordinary General Meeting of Shareholders based on the information of an unauthorized proxy. The position of a notary in this party deed can only be asked for the truth of the aspect of formality proof because the meeting was not attended in person. The transfer of shares that occurred without the consent and will of the plaintiff involved the existence of a third party as the buyer as stated in the Decision of the Supreme Court of the Republic of Indonesia Number 3076/K/Pdt2019. The problem of this research is regarding the responsibility of the Notary in the sale and purchase of shares and legal protection for the Buyer against the validity of the sale and purchase of shares due to the dispute over the ownership of the shares. This thesis uses a normative legal research method. Researchers process and analyze secondary data qualitatively. The results of this study, Violation of the obligation to act by a notary brings harm to the plaintiff as an act against the law can be subject to civil sanctions related to the non-fulfillment of the validity of the deed of the Statement of Meeting Resolutions both materially and formally, the deed is null and void. Based on

Article 1365 of the Civil Code, the cancellation of the deed results in the law returning to its original state before a third party entered into an agreement with the seller because shares can only be transferred by the rightful owner, legal protection for the buyer available if the buyer has good intentions. Notary can also be subject to more severe administrative sanctions in the form of dishonorable discharge and criminal sanctions for falsifying documents and participating in falsification according to Article 263 jo 264 and Article 55 of the Criminal Code.