

ABSTRAK

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Program Studi : Pascasarjana
Judul : Keabsahan Perjanjian Innominaat dalam Bentuk *Nominee Shareholder Agreement* (Analisis Kepemilikan Saham Secara *Nominee* dalam Perseroan Terbatas)

Konsep kepemilikan saham dalam Perseroan Terbatas menjadi permasalahan tersendiri, saat masyarakat mulai menerapkan konsep kepemilikan saham secara *nominee* dalam Perseroan Terbatas. Konsep kepemilikan saham dalam UUPT secara *dominium plenum*, konsep pendirian Perseroan Terbatas yang disyaratkan terdiri dari 2 (dua) orang atau lebih serta syarat obyektif dalam KUH Perdata membuat Perjanjian *Nominee Saham* menjadi perikatan alamiah. Perjanjian *nominee saham* yang pada umumnya terdiri dari satu perjanjian saja, berkembang menjadi terdiri dari 6 (enam) perjanjian. Efektivitas penegakkan hukum terhadap *nominee saham* menjadi sulit dikarenakan tidak tercantum secara tegas pengaturan terhadap *nominee saham* di dalam UUPT serta sulitnya pengawasan terhadap praktek *nominee saham* oleh institusi penegak hukum.

Kata kunci:

Nominee Saham, Saham, Perseroan Terbatas, syarat obyektif, *dominium plenum*, efektivitas penegakkan hukum.

ABSTRACT

Name : Henry Rizard Rumopa
Study Program : Postgraduate
Title : The Validity of Innominaat Contract in the Form of Nominee Shareholder(s) Agreement (Preserved Share as Nominee in Limited Liability Company Analysis)

The concept of ownership of shares in Limited Liability Company becomes a particular problem, when people begin to apply the concept of nominee ownership in Limited Liability Company. The concept of *dominium plenum* in stock ownership in the Indonesian Limited Liability Company Law, establishing the concept of limited liability company consisting of the required 2 (two) or more (persons) and objective requirement in the Indonesian Civil Code making Nominee Shareholder(s) Agreement a natural bonding. Nominee Shareholder(s) Agreement generally consist of only one agreement, developed into consists of 6 (six) agreement. The effectiveness of law enforcement against the nominee becomes difficult because the stock is not listed explicitly setting the nominee shares in Indonesian Limited Liability Company Law and the difficulty of monitoring the practice of nominee shares by law enforcement institutions.

Keywords:

Nominee Stock, Stock, Limited Liability Company, Objective Requirement, *Dominium Plenum*, Efectiveness of Law Enforcement.