The Role of Video Conference During Pandemic Times: A Case of General Meeting of Shareholders (GMS) to Reduce the Spread of the Covid-19 Virus

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Abstract

Pandemic times are difficult and full of adjustments, where every sector of daily life activity changes. Changes that seem so significant can be seen from the limitation of social activities in the community, conventional activities with face-to-face and virtual face-to-face. Virtual communication is also implemented in holding the General Meeting of Shareholders (GMS) via video conference in order to reduce the spread of the Covid-19 virus. This article uses a normative juridical research method, namely research on the principles of positive law written in legislation by collecting data from secondary data. The results of this research from this article include: First, the holding of the GMS during this pandemic was carried out using video conferencing in two ways, namely through the Depository and Settlement Institution with an Open Company which has a private system in accordance with the latest Regulation issued by OJK No. 16/POJK.04/2020. Second, the legal certainty of this GMS has been tested, the output of the GMS is in the form of an electronic document or written in an Authentic Deed and can be used as a means of proof in court, so that the Limited Liability Company can choose one of them.

Keywords

Introduction

The case of the emergence of the Covid-19 virus in December 2019 first came from Wuhan, China, growing rapidly and has spread to various countries around the world. The Covid-19 virus is really troubling the world community and is not getting better. Many
countries are overwhelmed with handling COVID-19 patients because the existing hospitals have exploded. The spread of the Covid-19 virus in less than 3 months has made the World Health Organization (WHO) declare the Covid-19 Virus a global pandemic on March 11, 2020.

The spread of the Covid-19 virus has also spread to Indonesia and has infected a fairly high number of Indonesian citizens, for this reason, based on Presidential Decree No. 12 of 2020 concerning the Determination of Non-Natural Disasters for the Spread of Corona Virus Disease 2019 as a National Disaster, issued on April 13, 2020, the President Joko Widodo stated that Covid-19 was a National Non-Natural Disaster (Presidential Decree of the Republic of Indonesia No. 12 of 2020). This non-natural disaster has a very broad impact on the increasing number of victims and losses to property, the widening of the area affected by the disaster, and this has implications for broad socio-economic aspects in Indonesia.

The development of the spread of the Covid-19 virus until now has not been able to be handled properly, this is proven by the continuous increase in people infected with the Covid-19 Virus based on data from the Ministry of Health data as of March 2, 2019 to January 5, 2021.

![DAILY CONFIRMED CASES OF COVID-19 IN INDONESIA](image)

*Figure 1 Confirmed cases of Covid-19 in Indonesia (March 2, 2020-Jan 5, 2021)*
The government has taken a policy to tackle the global pandemic in Indonesia so that it will gradually improve. One of them is the issuance of the Restrictions in question, namely restrictions on certain activities against the activities of residents in an area suspected of being infected with Covid-19 in such a way in terms of holidays for teaching and learning activities; religious activities that are subject to restrictions; restrictions on activities in the workplace; restrictions on religious activities; and restrictions on activities in public places (Peraturan Pemerintah (PP) No. 21 of 2020).

The implementation of PSBB in the workplace, whether private companies, state-owned enterprises, is implemented in the form of working from home. Every work activity such as meetings, discussions, discussions on work agendas and budgets, can be done online (in the network) or virtual. The implementation of PSBB is certainly experienced by legal subjects in our country. Legal subjects are known as 2 types, namely individuals (personal) and in the form of Limited Liability Companies (legal entities) which are regulated in the PT Law (Nindyo, 2006). PT in carrying out all company activities, can act like humans. PTs must have organs as tools to assist in managing PT activities and establish legal relationships with third parties to realize their existence in running their business (Kuswiratmo, 2016).

The organs of the PT itself are divided into 3, namely, the General Meeting of Shareholders, the Board of Directors, and the Board of Commissioners who are ready to carry out their respective duties and authorities in carrying out their roles. PT requires good coordination and communication between these organs in carrying out their duties. As a form of good corporate governance, the implementation of duties and responsibilities between the company itself and the directors and commissioners as well as the shareholders is carried out by managing the company in a transparent and accountable manner in terms of the company's articles of association. In the discussion regarding this matter, Limited Liability Companies usually hold a General Meeting of Shareholders (Khairandy & Mailk, 2007). The definition of the GMS itself according to Article 1 number (4) in conjunction with POJK No. 32/POJK.04/2014 concerning the Plan and Implementation of the GMS of a Public Company Article 1 number (2) stated that the General Meeting of Shareholders, hereinafter referred to as GMS, is an organ of the Company which has authority not granted to the Board of Directors or the Board of Commissioners within the limits specified in this Law and/or the articles of association.” (Law No. 40 of 2007 concerning Limited Liability Companies).

The authority of the GMS includes, among others, holding the highest authority in a Limited Liability Company in terms of obtaining all information regarding the Company, both from the Board of Directors and the Board of Commissioners, including in terms of appointing and dismissing Commissioners, as well as regulating the division of jobdesk, duties and
authorities of each member of the Board of Directors, and others etc. A Limited Liability Company in carrying out each of its activities must have a work plan made by the Board of Directors and the Board of Commissioners, for that the implementation of the Company's work plan needs to be controlled within a certain period of time, such as six months, or one year. Making work plans and controlling the activities of the Company, shareholders also have the right to know. Therefore, control is carried out, one of which is in the form of the implementation of the GMS. The GMS is generally held at the domicile where the Company carries out its corporate activities as contained in the company's articles of association. However, the GMS can also be held anywhere on condition that it is still in the territory of the Republic of Indonesia, and is present and/or represented by all shareholders who give an agreement. The invitation to the GMS is usually made 14 days before the GMS is held. The method of calling for the GMS is in the form of a Registered Letter and or with an advertisement in the Newspaper, the contents of the invitation include the date, time and place, as well as the agenda and materials to be discussed at the GMS.

However, considering the current situation, there are really problems if the implementation is held at the location where the Company is located. Obstacles experienced such as the GMS participants who live differently from one another and even far apart make it difficult for them to meet in a meeting forum during a pandemic while the Company still has to hold a GMS to discuss the agenda, articles of association, and other material related to the continuity of the Company's activities. The problems that arise are not only that, the GMS conducted through electronic media such as video conference, of course, will produce the minutes of the GMS electronically as well. There is a difference with the conventional GMS in which they conduct the GMS face-to-face and produce an authentic deed.

Referring to the background described above, there are problems that arise. First: What is the mechanism for implementing the Limited Liability Company GMS during a pandemic? Second: How is the legal certainty regarding the decisions of meetings conducted via video conference? Looking at this background, we can see that the purpose of this paper is to know the mechanism for holding a Limited Liability Company GMS during the current pandemic where all activities in all sectors are subject to social restrictions to suppress the spread of the Covid-19 Virus, and can find out legal certainty from the results of the meeting decisions via video conferencing.

Based on the search, the research that was appointed by the author with a focus on discussing the Legal Certainty of the GMS Conducted Through Video Conference During the Pandemic Period has not yet been found, however, it is undeniable that there are studies that are almost relevant to this writing, namely:
First, Nyoman, which essentially discusses the legal protection of the parties in making the GMS deed online. The novelty element in this article is to focus on legal protection for the parties making the deed (Supariyani, 2016). Second, Yahya, Annalisa, & Agus, which essentially discusses how to implement a cyber notary and the role and responsibilities of a notary in the GMS which was held electronically (Putra et al., 2019). The novelty in this article is that the object is the implementation of a cyber notary in the GMS electronically. Third, Amelia, whose main point in her writing, discusses the obligation of a notary to attach a fingerprint of a person to the minutes of the deed at the GMS electronically and the legal consequences if the notary is negligent in attaching fingerprints to the deed (Dewi, 2016a). The novelty element in this study is very different from previous research, in this case the author focuses on the mechanism of implementing the GMS via video conference during a pandemic where new adjustments are needed in dealing with conditions like this, and the author wants to explore legal certainty over the results of the GMS via video conference experience differences or not with the conventional GMS. We will analyze the above problems using two theories. First: Legal Certainty Theory. The theory adopted by Gustaf Radbruch means that the laws that live in society can be used as regulations that must be obeyed, not only for implementation in everyday life, but also for the application of norms and values in these regulations that have binding legal principles (Prayogo, 2018). This theory is expected that the law can be a guideline by the community in acting, so that there is no longer any wrong interpretation of the law. Second: Theory of Legal Development adopted by Friedrich Carl von Savigny, states that law can grow and develop with society. Along with the order, the behavior of the community changes, the law can follow it. Law is considered capable of developing dynamically, so that there is a strong relationship between the nation and the law that is used as a guide (Hamidi et al., 2013).

Research Methods

Research is something related to the search for new scientific knowledge using systematic procedures both through empirical and normative data which can be obtained from experience which is then tested to obtain the same results. The word "new" can be interpreted as an improvement or development of an existing science so that the research is objective (Rachbini & Adi, 2004). In the process of making this research, the author uses a normative juridical research method. Normative legal research can provide defense against critical aspects of normative legal scholarship. Not only that, legal arguments are also needed in normative research methods. Normative research can also be referred to as doctrinal research, because this research only uses secondary data, what is meant by secondary data is data obtained from other parties, so that secondary data analysis is a
follow-up to data that displays interpretations, conclusions, and additional knowledge from data sources major (Johnston, 2017).

Mechanism of Limited Company GMS Implementation During a Pandemic

Before entering the topic of more in-depth discussion, we need to know the notion of video conferencing is a technology that people use to hold meetings or meetings, discussions about a problem that is being faced as if they are in the same place, even though in reality they are in the same place. different because they interact only through video without having to face to face (Dewi, 2016b). Meetings via video conference are very practical and save time because meeting participants can hold meetings wherever they are and are considered safer considering the current conditions where COVID-19 has become a pandemic throughout the world including Indonesia, so it is more efficient to use this system. In addition, video conferencing is also a communication method that can be used between two or more places and is supported by sound, vision in the form of video, and signals to convey to electronic media so that users can interact with one another. Organizing through this media needs to be supported by other devices such as computers, internet networks, and video conference rooms. The tangible benefits of this video conference are that it can reduce the travel costs that must be incurred by the GMS participants for face-to-face meetings, shorten the meeting time because through the electronic system can be more efficient in time, improve good communication between participants.

We need to know that the holding of the Company's GMS is carried out under the condition that the Company's shareholders are less than two people while the Company will issue new shares or shares previously owned by the previous holders are transferred to other people or third parties. The second condition is implemented when the Company will make additional capital. The General Meeting of Shareholders can be held using two methods, namely through a physical meeting of the participants directly at a place and through electronic media (Susilawati, 2020). The holding of the GMS before the current pandemic is certainly different from the implementation of the GMS via video conference. It should be underlined that conventionally the GMS participants of course in attending the GMS can attend in person at the same time and place where the GMS is held, in contrast to the GMS through video conference, the participants do not need to be present at the same place, but at the same time. attend the GMS agenda from the beginning to the end of the meeting discussion.

The arrangement of the GMS through video conference is basically regulated in Article 77 of the Limited Liability Company Law which stipulates that the implementation of the GMS
can be carried out through electronic media which can allow all members of the GMS to interact with each other directly in virtual meetings. A GMS that is successfully held, of course, must make minutes of the meeting that have been approved and signed by all members of the GMS in order to have legal force. The existence of Article 77 of the Limited Liability Company Law is very helpful for the members and shareholders of the Company in holding the GMS where the Article containing this benefit makes the implementation of the GMS via video conference can be carried out anywhere without knowing the boundaries of space and time, as well as the area where the shareholders are, of course. This method is much different from conventional GMS. The electronic administration mechanism, which has also been accommodated in the ITE Law, Article 1 point 6 also explains about the implementation of the electronic system which can be applied in the holding of the GMS, which is the use of the electronic system by business entities, individuals, communities, and state administrators.

Various kinds of regulations were also made by the Financial Services Authority (OJK) regarding the electronic holding of the GMS in Indonesia, such as POJK Number: 16/POJK.04/2020 concerning the Implementation of the Electronic Corporate GMS which was formed in order to deal with the Covid-19 Pandemic, as well as facing threats that could endanger the national economy. The definition of an electronic GMS according to POJK No. 16/POJK.04/2020 is the implementation of each Limited Liability Company's GMS agenda which is carried out using electronic methods such as video conferences, teleconferences, or other electronic means.

OJK also issued Regulation of the Financial Services Authority of the Republic of Indonesia Number: 40/POJK.05/2020 Regarding Written Orders for Handling Problems with Non-Bank Financial Services Institutions. In Article 9 letter b it is explained that LJKNB can carry out GMS related to the process of Consolidation, Takeover, Integration, Merger of the Company through face-to-face using an electronic system, which is referred to among others through video conferences, teleconferences, or by using other electronic media. Even though the GMS is held using video conference, LJKNB is still required to determine the location of the GMS which is still included in the territory of the Republic of Indonesia.

Reviewing the use of video conferencing media in Indonesia in conducting meetings, it turns out that it is not only in our country. The use of electronic media in meetings between members of the Company is also implemented in the UK. As Scherer (1998) stated that in this line it is worth mentioning that although from 2011 the UK national regulatory agency (Ofcom) has the power to imposing certain minimum requirements regarding the quality of
public electronic communications network to prevent the degradation or service and the hindering or slowing down of traffic over networks.”

The phrase in the article written by Joachim Scherer implies that in conducting meetings and some activities in the UK using electronic media, where the British National Regulatory Agency (Ofcom) has the power to impose certain minimum requirements regarding the quality of the public electronic communication network to prevent service degradation and disruption, or slow down internet network traffic. The quality of the internet to support the use of electronic media is highly monitored and its quality guaranteed so that it is true that the use of electronic media is very efficient and effective in its use without meeting face to face.

Implementation in the GMS via video conference, participants are in their respective locations so that they do not gather in one place. The shareholders meet and gather according to the agreed time and specified in the summons (Dewi, 2016b). GMS participants should be ready to deal with computers or laptops, tools, equipped with other supporting tools such as web cameras, printers, facsimiles, microphones, headsets, which are well connected to the internet. Video conferencing devices are a means of connecting between GMS participants so that all participants can communicate and connect with each other well.

The mechanism for implementing the GMS in detail, via video conference of Limited Liability Companies, especially Public Companies, is explained and regulated in accordance with Article 4 POJK No. 16/POJK.04/2020 concerning the Implementation of a Public Company GMS Electronically, it is explained that it can be done in two ways, namely the provider of the GMS in this case is the Depository and Settlement Institution and Other Parties which must be in the form of an Indonesian legal entity and domiciled in the territory of Indonesia that has been registered. appointed and approved by the Financial Services Authority that provides e-GMS. A Public Company that chooses the method of implementing the GMS through the e-GMS provider, the Public Company must comply with and follow the usage rules that have been applied by the GMS provider. The second is through a system that has been provided by the Public Company itself. Both organizers must be connected with the Depository and Settlement Institution and the Securities Administration Bureau, this aims to determine which shareholders are entitled to participate in the GMS.

The e-GMS provider in carrying out its responsibilities must meet the following requirements: the provider must have been registered as an electronic system operator from
the authorized agency; obliged to prepare access rights and establish standard implementation procedures for e-GMS users in order to be able to access e-GMS; it does not stop there, providers are required to ensure the successful implementation of the e-GMS and its security; provide information to e-GMS users regarding changes or developments including the addition of e-GMS services and features; the provider is also required to provide an audit track record of all data processing activities through the e-GMS for legal purposes; providers are required to have and place data center replacement and data recovery facilities in the event of a disaster or undesirable event during the implementation of the e-GMS in the territory of Indonesia; providers are also required to ensure compliance with the minimum standards of information technology systems to be used along with information technology security; and transfer of management of information technology systems in the event of system disturbances, including data storage; and is responsible for losses caused by errors or omissions in the provision and management of the e-GMS. The above requirements also apply equally to a Public Company that will hold an e-GMS using its own system.

The implementation of the e-GMS does not necessarily take place without the provisions governing its implementation. Prior to the implementation of the e-GMS, of course, both the organizer and the user must know and comply with the provisions of the procedures and procedures for the use of the e-GMS, such as regarding the requirements and order in registration, granting access rights that can be granted to e-GMS users, including cancellation of registration; registration fee; rights and obligations of e-GMS users; provisions on access restrictions that need to be considered by e-GMS users; regarding the confidentiality, integrity, and availability of information on the implementation of the GMS contained in the e-GMS; reporting mechanism and data retrieval in order to fulfill the reporting obligations of the Public Company; Protection of personal data must also comply with the provisions of the legislation; as well as the temporary suspension of service provision to e-GMS users if needed.

The above provisions regarding existing matters and mechanisms need to be considered so that the implementation of the e-GMS can proceed according to plan. It should also be noted that in the implementation of the e-GMS, the attendance of meeting participants via video conference is an important matter that needs to be considered. The presence of the GMS participants can also be interpreted as the presence of the Board of Directors, Commissioners, shareholders and Notaries if using a Notary in making an authentic deed containing the results of the GMS. The number of quorums is calculated based on the total GMS participants present at that time. Decision-making and quorum requirements at the GMS through video conference of course still pay attention to the requirements that have
been regulated by law and in the Company's own articles of association. The results of the GMS are also required to make minutes of the meeting which have been agreed and signed by all GMS participants.

All GMS participants who are present have an obligation not to forget to sign the GMS attendance (attendance of participants) which contains a statement that the GMS has been attended by the participants and has complied with the provisions on the number of quorum limits that have been regulated in Article 86 paragraph (1) of the Law. The Limited Liability Company, which is mentioned in the GMS, can be held if half of the total shareholders with voting rights can attend or be represented, except if the law and the articles of association of the Company determine a higher number. Basically, the holding of the GMS through video conference must be stated in the notification of the GMS agenda or agenda, which must be informed to the OJK, in the announcement of the GMS, as well as in the GMS summons.

Legal Certainty Against GMS Decisions through Video Conference

The General Meeting of Shareholders (GMS) is one of the organs in a Limited Liability Company that can be categorized as having privileges, because the GMS has authority that cannot be delegated to the Board of Directors or the Board of Commissioners within a limit that has been determined in the Limited Liability Company Law, as well as the Company's articles of association. In law, the GMS is seen as making decisions regarding all aspects of the company itself as long as it is able to run side by side with the existing laws and regulations (Ichsan, 1969). In connection with the exclusive authority of the GMS, it can be said that the GMS has the highest authority within the company.

General Meeting of Shareholders based on the type, can be divided into two. First, the Annual GMS, the GMS must be held no later than six months after the end of the financial year. In the implementation of the Annual GMS, all documents related to the Company's activities for one year must be submitted. The agenda for discussion at the Annual GMS usually includes:

a. The company's financial statements which consist of at least the balance sheet at the end of the previous year, reports on profit and loss, changes in equity, cash flow statements
b. Reports on all activities carried out by the Company
c. Reports on the implementation of environmental and social responsibilities
d. List of problems that arise and affect the company's business activities in the financial year

e. Report on the supervision carried out by the Board of Commissioners during the previous financial year

f. List of names of members of the Board of Directors and members of the Board of Commissioners of the Company; reports on salaries and allowances received or honorarium for members of the Board of Directors and Board of Commissioners in the previous year

Second, Other GMS. The implementation of Other GMS in accordance with Article 78 paragraph 4 of the Limited Liability Company Law, may be held at any time based on the needs of the company for the purpose of fulfilling the interests of the company itself. Every time what is meant in this case is if the company experiences a very urgent situation that requires holding a GMS to discuss and find solutions to the problems being faced by the Company (Purba, 2011).

The GMS is an important company document where with all the provisions of the Limited Liability Company Law, it can be done by utilizing the latest information technology today, such as using teleconference or video conference. It is the development and sophistication of technology that makes it easier for the company's shareholders and feels helped by not having to meet face to face but can only be through electronic media. The purpose of the GMS is to discuss the agenda to be carried out by the Company, the articles of association of the Company, as well as matters relating to the respective activities carried out by the Company.

The results of the holding of the GMS electronically are required to make minutes of the GMS so that the decision of the meeting is considered valid in the eyes of the law. If the results of the GMS are not made into minutes, then the consequences that have been determined and approved at the GMS cannot be implemented (Harahap, 2009). Yahya Harahap's opinion regarding the Minutes of the GMS is twofold, the first is that he explains that the making of the Minutes of the GMS is imperative (mandatory rule), where it has been mentioned above that the results of the GMS that are not made into the minutes have legal consequences such as being considered invalid; the second regarding the signing of the Minutes of the GMS which is not made with a notarial deed is the Chairman of the GMS at least one shareholder upon appointment and agreement by the meeting participants. His opinion is also guided by the Limited Liability Company Law, especially in Article 90, the arrangement in Article 90 paragraph (1) which explains that in every GMS, the minutes of the GMS must be drawn up and signed by the chairman of the GMS at least one person.
signature referred to in paragraph (1) does not imply that the minutes of the GMS must be made with a notarial deed. The signing referred to in Article 90 aims to guarantee the certainty and truth of the contents of the minutes. The implementation of Article 90 is generally seen in the signing of the minutes of the meeting by the participants of the GMS which is carried out in a conventional manner which is usually stated in a physical notarial deed. In contrast to holding the GMS through video conference, the minutes of the GMS can be written in a Notary Deed or only by electronic documents. Electronic documents can be understood in Law No. 11 of 2008 concerning Information and Electronic Transactions (2008) Article 1 No. 4 as follows, electronic documents are any information in electronic form in the form of images, maps, photos, or the like, made by someone, sent, disseminated, or received and stored which can be seen or heard through an electronic system that has a meaning or can be understood by someone.

Understanding the explanation above, electronic documents are data that is not produced from the physical touch of a human hand, but must be processed using electronic devices. Regarding the validity of electronic documents, Article 5 of the ITE Law states that electronic documents can be legal evidence and have permanent legal force in accordance with procedural law in force in Indonesia as long as the information contained therein can be accessed and accounted for. Electronic documents are also considered valid and the GMS participants do not need to doubt the strength of the evidence.

Although electronic documents are considered as legal evidence, shareholders sometimes want the Minutes of the GMS to be included in the Authentic Deed to ensure legal certainty. If the Minutes of GMS are to be made into an Authentic Deed, then it is true that the provisions of Article 77 of the Limited Liability Company Law if considered in depth, not only shareholders will discuss the authority and agenda of the GMS, but will involve a Notary in making the minutes of the GMS electronic form (Putra et al., 2019). Making the Minutes of the GMS which is poured into an authentic deed is possible in two ways that can be used, first: an authentic deed in the form of Minutes of the GMS which is made directly by a Notary, secondly making a Statement of Meeting Resolutions (PKR) which can be poured into an authentic deed without presenting Notary Public. PKR is made no later than thirty days from the time the GMS Decision is issued (Rizkianti, 2016). Significant differences between the Deed of Minutes of the GMS and the Deed of Statement of GMS Resolutions are: Making an Authentic Deed in the form of Minutes of the GMS conducted via video conference, must present a Notary. Notaries are required to follow the continuity of the meeting from beginning to end through virtual face-to-face with the directors, commissioners, and shareholders. The Deed of Minutes of the GMS is included in the category of Deed of Relaas, so that it is in the form of strong written evidence during
the trial evidence process. It does not matter if the GMS participants who attend the meeting do not sign the deed because the participants left the meeting before the end of the meeting for certain reasons. The action taken by the Notary is enough to explain in the deed he made with a clause that the GMS participants have left the meeting before the signing of the deed.

The Deed of Statement of GMS Resolutions is different from the Deed of Minutes of the GMS. The difference is that a Notary does not need to be present in this case. The contents of this deed are about everything that has been discussed and agreed in the GMS. With the birth of the agreement at the GMS, it can be stated that this deed was born as a statement of will that has met one common goal with one another and was agreed upon by the GMS participants. The signing of this deed is usually carried out by the Chairperson or Chairperson in the GMS itself who attends, witnesses, hears directly what is discussed in the GMS. The chairman or chairman of the GMS must obtain power of attorney from the GMS participants to submit the minutes of the GMS which have been set forth in an authentic deed. The notary's responsibility regarding the making of the deed is related to the content of the statement of the power of attorney who appears before the notary. The Deed of Statement of GMS Resolutions is included in the Partij Deed category (Oktavira, 2019; Mahendra, 2021). Notaries in carrying out their duties require accuracy and prudence regarding the implementation of the GMS, the place, time (date of the video conference), the number of participants in the GMS, and the resolutions of the meeting results must be recorded to be included in an authentic deed. Article 16 paragraph (1) point (1) in conjunction with Article 40 of Law No. 30 of 2004 concerning the Position of a Notary, states that a Notary is required to read the contents of the Minutes of the GMS in front of the meeting participants, in which at least two witnesses are present. GMS participants do not need to sign the deed because they have presented a Notary in the meeting, so only a Notary can sign. In addition, the Notary is obliged to explain in the Deed the method of implementing the GMS using video conference, and if any GMS participant leaves the meeting, the Notary is also obliged to explain with the reasons as well.

Law No. 2 of 2014 concerning Amendments to the Law on Notary Positions (UUJN) should provide easy access for Notaries in carrying out their duties to make authentic deeds. This statement has been regulated in Article 15 paragraph (3) of the UUJN which means that the Notary also has other powers that have been stated in the legislation, including having the capacity to certify a negotiation (GMS) conducted through electronic media (Widiyawati & Mulyoto, 2016).

Discussing the deed made by a Notary, of course, electronic signing is required by the participants of the GMS. The signing carried out by the participants of the GMS is still
required in order to fill out the attendance list, that it is true that the GMS has been attended by all participants and has fulfilled the quorum in accordance with Article 86 paragraph (1) of the Law on PT. This signed attendance list will be attached by the Notary to the Deed of Minutes of the GMS. The signing carried out is certainly different from the physical or conventional holding of the GMS. The existence of a signature is viewed as an act of verification from the signatory to the signed document. The signer is considered to have read and knows the contents of the document, so that the signer is a legal subject who is responsible for the document (Edmon, 2013).

The signing referred to in this case is electronic, which has the meaning of a signature attached to an electronic information if it can be used as a tool for authentication and verification of the electronic information (Sembiring, 2009). It is necessary to understand that the real form of an electronic signature is not a signature that is scanned and then placed in a document, giving the impression on the computer screen that the document has been signed. The actual form of electronic signature according to the ITE Law is that it can be made in various ways such as using a digital code where the code is attached to an electronic document that will be sent also electronically, specifically the sender has his own identification (Wahyuni, 2010).

Further regulation regarding electronic signatures is regulated in Article 11 of the ITE Law which stipulates that electronic signatures are considered to have high legal resistance and legal consequences as long as they meet requirements such as: making related signatures only to the signer; the electronic signing process is only under the authority of the Signatories; changes to the signature as well as electronic information after the signing time is over can be immediately known; there are certain methods that can be used to record the owner of the signature; and there is a way to show that the signer has given his/her consent to the relevant electronic information.

The signing of the Minutes of the GMS which is carried out physically or electronically in the preparation of the minutes made by the Notary turns out to be based on Article 90 paragraph (2) of the Limited Liability Company Law wherein the making of the minutes of the GMS is not required to be signed by the Chairman. Without such signing, the minutes of the GMS made with a notarial deed are considered correct and certain. This deed made by a notary is called an authentic deed. Authentic Deeds themselves have three kinds of powers in proof. We can know the strength of the evidence as the power of formal evidence; material; and outwardly. It is different from an underhand deed which only has formal and material proof power. Examining more deeply the strength of the proof of the Authentic Deed, the contents of the results of the GMS as outlined in the Authentic Deed certainly
have strong legal certainty, where the deed can be a valid and perfect evidence in court. The meaning of the word perfect is that the document is unquestionably true, the judge is obliged to assume that all the things contained in the deed are true, unless there is other evidence that can prove that the deed is not true. This statement is reinforced by Article 1870 of the KUHPER which states that interested parties are also their heirs or for people who get rights from the contents of the authentic deed, the existing authentic deed can provide valid and perfect evidence of what is contained therein.

Conclusion

Based on the results of the research in this article, it can be concluded, First, the mechanism for conducting the General Meeting of Shareholders (GMS) electronically, especially through video conference media during this pandemic period has been accommodated and protected by law. Regulations regarding the electronic GMS mechanism are regulated in Article 77 of Law No. 40 of 2007 concerning Limited Liability Companies, in conjunction with Article 1 No. 6 of Law No. 11 of 2008 concerning Electronic Information and Transactions, in conjunction with the Regulation of the Financial Services Authority of the Republic of Indonesia (POJK) Number: 16/POJK.04/2020 concerning the Electronic Implementation of the General Meeting of Shareholders of the Company. The mechanism for holding the GMS via video conference is an effective and efficient solution during this pandemic where shareholders can virtually discuss the Company's agenda. This electronic implementation itself can be done in two ways, first: Depository and Settlement Institution with a Public Company which has a private system in accordance with POJK No. 16/POJK.04/2020. These rules make it easier for Limited Liability Companies to hold GMS via video conference. Second, the legal certainty regarding the GMS through video conference has been tested for its validity. The electronic implementation of the GMS is considered valid as well as the face-to-face implementation. The results of the GMS itself can be in the form of electronic documents or Authentic Deeds which are made by a Notary. If you want to make Minutes of the GMS, if you want to put it in an authentic deed made by a Notary, there is no need for the Chairperson of the Meeting and at least one person in accordance with Article 90 of the Limited Liability Company Law to sign. If the treatise is in the form of an electronic document, the strength of the proof is the same as that of an authentic deed. Both models of GMS Minutes both have strong legal certainty and can be used as valid and strong evidence in court. Limited Liability Companies can choose one of them in documenting the results of the GMS in accordance with the provisions of the legislation.
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