

Ketidakabsahan Pemindahan Hak atas Saham Akibat Transaksi Menggunakan Cek Kosong (Studi Putusan Pengadilan Tinggi DKI Jakarta Register Perkara Nomor 51/PDT/2019/PT.DKI.) = The Invalidity in The Transfer of Shares as a Result of Transaction Using Blank Cheque (Study of the Decision the High Court of DKI Jakarta Register Cases Number 51/PDT/2019/PT.DKI.)

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Abstrak

Penelitian ini membahas terkait pemindahan hak atas saham pada PT Permitra Parahyangan Prakasa, yang tidak memenuhi unsur pelunasan pembayaran kepada pihak penjual, hingga berakibat ketidakabsahan atas akta-akta yang sudah ditandatangani oleh para pihaknya, sebagaimana putusan Pengadilan Tinggi DKI Jakarta Register Perkara Nomor 51/PDT/2019/PT.DKI. Cek yang diberikan pembeli pada saat penandatanganan akta jual beli saham, kemudian terbukti di dalam persidangan merupakan cek kosong. Penelitian bertujuan menganalisis keabsahan dalam transaksi, serta membahas terkait notaris sebagai pihak yang membuatkan akta autentik, dimana memiliki peran penting memeriksa pernyataan dan dokumen terkait dengan akta yang hendak dibuat para penghadapnya. Menjawab permasalahan tersebut, digunakan metode penelitian hukum yuridis normatif, dengan teknik pengumpulan data yang diperoleh melalui studi dokumen, dan dihubungkan dengan praktik pelaksanaannya. Hasil analisis adalah setiap pihak wajib memenuhi syarat sahnya perjanjian, dan unsur esensial peristiwa jual beli, dalam transaksi pengalihan saham. Perlu adanya pembaharuan sistem administrasi data badan hukum bidang perseroan terbatas ("SABH"), seperti syarat bukti pembayaran pelunasan transaksi, untuk pendaftaran perubahan data pemegang saham pada perseroan terbatas tertutup secara khususnya.

.....This research analyze the consequences of the transfer of shares in PT Permitra Parahyangan Prakasa, which does not comply the essential aspect of buying and selling activities, so it has resulted in the invalidity of deeds signed by the parties, as the decision of the DKI Jakarta High Court Register Case Number 51 / PDT / 2019 / PT.DKI. The buyer has submitted the cheque as a payment to the seller, when signing the Deed of Sale and Purchase. It turns out that a cheque with delayed disbursement, has been proven to be a blanked cheque in the proceedings. This research aims to analyze the validity of the transaction, as well as discuss the responsibilities of the notaries who make authentic deed, which has an important role in examining statements and documents related to the deed, that the parties intend to make. In solving the problems, the normative judicial law research method was used, with data collection technique through document study to be associated with implementation practice. Analysis shows the result, that to fulfil the validity of the Deed of Sale and Purchase of shares, the parties shall consider to the fulfilment of the terms of validity of the agreement, and essential aspect of the buying and selling activities. Another aspect is that requires regulation in the data administration system of limited liability company ("SABH"), related to the submission of repayment receipt in share transaction, in the scope of private limited liability company in particular.