



AMERICAN JOURNAL OF ARTS AND HUMAN SCIENCE (AJAHS)

ISSN: 2832-451X (ONLINE)

VOLUME 2 ISSUE 2 (2023)



PUBLISHED BY
E-PALLI PUBLISHERS, DELAWARE, USA

Power of Proof of Electronic Signature in Deed of General Meeting of Shareholders by Teleconference

Vela Ardian Ninda^{1*}, Rahmadi Indra Tektona¹, Ermanto Fahamsyah¹

Article Information

Received: June 02, 2023

Accepted: June 16, 2023

Published: July 04, 2023

Keywords

GMS, Teleconference, Electronic, Evidence, Notary

ABSTRACT

The implementation of the teleconference GMS which has been regulated in the Company Law is always related to electronic signatures on the deeds produced. Restrictions on UUJN that have not yet regulated the authority of a notary to make electronic deeds raises problems related to the strength of proof of electronic signatures at GMS teleconferences. The method used in this paper is Normative Juridical and the results of this study indicate that teleconference GMS is still legal to do, but the deed produced must still be made in notarized form.

INTRODUCTION

Technological development information that is so fast has brought the world into a new era that is faster than we have ever imagined before, this development has brought changes in various fields of human life, one of which is the field of law. The rapid development of information and telecommunications technology has resulted in more diversity as well as various services (features) of existing telecommunications facilities, as well as increasingly sophisticated information technology products that are able to integrate all media information. (Novie Susilawati, 2020). Currently, communication between individuals can be done remotely and without face-to-face by taking advantage of technological sophistication. (Rossalina Zainatun, 2018)

One of the legal products that to accommodate technological developments is the Limited Liability Company Law Number 40 of 2007 (UUPT) whereby the holding of a GMS which is one of the organs of a limited liability company can be carried out teleconference face-to-face. Limited Liability Company as explained in Article 1 point 1 UUPT is a legal entity that is a capital partnership, established by agreement to carry out business activities by fully dividing shares in the authorized capital and to fulfill the requirements set out in this Law and regulations. implementation. The regulations above show that the establishment of a limited liability company is carried out on the basis of an agreement made by a Notary as a General Officer. Agreement in the deed of establishment after this matter, the application for legalization of the legal entity is submitted to the Minister of Law and Human Rights to be ratified as a legal entity, based on the deed of establishment.

The existence of Article 77 of the Limited Liability Company Law Number 40 of 2007 (UUPT) is an example

in the field of law which accommodates the development of information technology. The provisions of the article stipulate that the General Meeting Shareholders (GMS) can also be conducted through teleconference media, video conferences, or other electronic media facilities that allow all GMS participants to see and hear each other directly and participate in meetings. There is also an explanation of Article 77 paragraph (4) which states that every teleconference GMS must be approved and signed in person or electronically. Law number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions also plays a role regarding the legal protection given to activities that use the internet as a medium, both transactions and information utilization, accommodating the needs of business people in the internet and the public in general in order to obtain legal certainty, by recognizing electronic evidence and digital signatures as valid evidence in court. (Amelia Sari Kusuma Dewi, 2015) GMS conducted by teleconference indicates that meeting participants are not present directly dealing with other participants and the Notary, it is necessary to have an electronic signature (It is signature) for meeting participants who are not physically present. Deeds affixed with electronic signatures can be equated with electronic data or electronic information whose position is recognized as valid evidence. (Yahya Agung Putra, Annalisa Yahanan, Agus Trisaka, 2019).

The Civil Code has stipulated 5 (five) types of valid evidence, namely: written evidence, witnesses, confessions, presumptions, and oaths. Advances in technology have encouraged the construction of procedural law to recognize electronic signatures as evidence. Especially in civil cases involving commerce, electronic signatures are often found as evidence in examining cases in court.

¹ Department of Civil Law, Faculty of Law, University of Jember, Indonesia

* Corresponding author's email: velaardian15@gmail.com

This is in line with Article 5 of the UUIITE which states that electronic information, electronic documents or their printouts are valid legal evidence and constitute an expansion of valid evidence in accordance with the applicable procedural law in Indonesia. (Dini Sukma Listyana, Ismi Ambar Wati, Lisnawati, 2014).

The existence of regulations in the UUPT encounters obstacles and cannot be properly applied to Public Companies that have a large number of shareholders and a wide geographical distribution of share ownership, especially in terms of fulfilling the requirements of seeing and hearing each other, attendance quorums and quorums of GMS decisions as well as the form of minutes of decisions the GMS. Obstacles reappeared when the 2019 outbreak appeared coronavirus disease influenced mobility and activities in all parts of the world. Coronavirus Disease is a new type of disease caused by a virus called severe Acute Respiratory Syndrome Coronavirus 2 (SARS CoV-2). The main source of infection with COVID-19 is infected patients who are symptomatic or asymptomatic. Patients infected with COVID-19 may experience mild symptoms such as the flu to a lung infection such as pneumonia. (Efriza, 2021). The spread is so fast and berbaya. One of the government's efforts to prevent or suppress the spread of this virus is to impose Large-Scale Social Restrictions (PSBB).

With the above constraints, the Financial Services Authority (OJK) issued POJK Number 16 / POJK.04 / 2020 Concerning the Implementation of Electronic General Meetings of Shareholders of publicly listed companies. The implementation of the GMS received attention from the government because it has an important influence on the smooth running of the Public Company's business activities and will broadly strengthen financial system stability from the potential for a financial system crisis.

In relation to the making of teleconference GMS deed, this is related to the authority of a notary in making an authentic deed. Position Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Offices (UUJN-P) regulates related authority of the Notary in article 15 paragraph (3) which states that the Notary has other authorities in the form of certifying transactions carried out electronically (cyber notary).

Based on the description that has been written above, the author is interested in explaining the legal certainty regarding the teleconference GMS deed that is signed electronically considering that until now UUJN has not explicitly regulated electronic deeds made by a Notary.

METHODOLOGY

The research method used in this paper is Normative Juridical to analyze the legal power of electronic signatures at teleconference GMS. This legal research aims to provide a complete and systematic explanation by examining various regulations, as well as analyzing the

relationship between one legal rule and another through an analysis of primary legal materials and secondary legal materials, and can even predict the development of these regulations. The law in the future. (O Dyah and A Efendi, 2014). This normative legal research is the goal of law reform-oriented legal research, namely legal research designed for the implementation of legal reform. (A'an Efendi, Dyah Ochtorina Susanti & Rahmadi Indra Tektona, 2019). Ronny Hanitijo Soemitro differentiates normative legal research into 5 (five) types namely; "Research on the inventory of positive law, research on legal principles, research to find in-concreto laws, research on legal systematics from sets of legal principles, which are collected in a codification or certain statutory regulations, and research on the level of synchronization (level of consistency) of laws and regulations, both vertically and horizontally. (Kornelius Benuf, Muhamad Azhar, 2020).

The approach taken in this paper is the Legislative Approach by examining all laws related to the legal issues being handled. Primary legal materials are legal materials that have internal binding powers, including statutory regulations relating to electronic signatures and teleconference GMS as well as provisions on the basic principles of the Civil Code. Secondary legal material is material that provides an explanation of primary legal material, which includes an Explanation of Laws and Regulations, research results and the results of the thoughts of experts regarding electronic signatures and GMS Teleconferences contained in books, literature, and scientific writings.

RESULT AND DISCUSSION

Types of Evidence According to Indonesian Law Proof comes from the word the basis of "evidence" which means real information. There are various forms of proof, this really depends on how a legal expert gives definitions for each of these proofs. Legal experts provide a definition of course by first defining the meaning of proof. Some experts provide their views regarding the meaning of the term evidentiary system as follows:

a. Subekti is of the view that proving is an effort to convince the judge about the truth of the arguments or arguments put forward in a dispute. (Subekti, 2021).

b. Sudikno Mertokusumo is of the opinion that what is referred to in a juridical sense from the context of proof is an attempt to provide sufficient grounds for the judge to examine the case in question to provide certainty about the truth of the proposed legal event. (Sudikno Mertokusumo, 2006).

c. Yahya Harahap defines it in a broad sense as the ability of the Plaintiff and/or the Defendant to utilize the law of evidence to support and justify legal relations and events that are argued by the plaintiff or denied by the defendant in the legal relationship being litigated. Proof in the narrow sense is only needed insofar as it concerns matters that are disputed or matters that are still disputed or only in so far as dispute between the parties. (Abdul

Manan, 2006).

d. Nashr Farid Wasil is of the opinion that proof is an effort or activity to present valid evidence based on law to a judge who examines a case in order to determine whether a person has rights or not. (Anshoruddin, 2004) The purpose of proof is to provide a related picture of the truth of an event, so that from this event the truth can be obtained that can be accepted by reason. Proof implies that it is true that a criminal incident has occurred and it is the defendant who is guilty do it, so must be held accountable. Evidence is a provision that contains outlines and guidelines regarding ways that are justified by law to prove the guilt of the accused. Evidence is also a provision that regulates evidence that is justified by law and may be used by judges to prove alleged wrongdoing. (Ali Imron, Muhammad Iqbal, 2019). In civil procedural law, evidence is regulated in Articles 164, 153, 154 Revised Inland Regulations (HIR) and Articles 284, 180, 181 Regulations for the Outer Regions(RBG). As regulated in article 164 HIR/284 RBG, valid evidence according to civil procedural law consists of: (Prilla Geonestri Ramlan, 2022).

Letter

According to Sudikno Mertokusumo, what is meant by a letter is something that contains a sign that can be read and states an idea which can be used as evidence. Documentary evidence consists of 2 (two) types, namely:

Deed

A deed is a letter that was deliberately made from the beginning for proof. Act consists of:

1. Authentic Deed

According to Article 1868 BW, the authentic deed is the deed that forms determined by law, made by or in front of the officers public official in authority in the place where the deed is made. As for what is meant by an official The public employees are notaries, police, and judges.

2. Act Underhand

A private deed is a deed made and approved by the parties who made it and is binding on the parties who made it. Deeds under the hand are not made before an authorized official such as a notary, but are only made by the parties who make the agreement.

Ordinary Letter

An ordinary letter is a letter of evidence that was originally not intended to be used as evidence, but if one day the evidence of the letter can prove a case in court, then the evidence of the letter can be used as proof.

Witnesses

Witnesses are people who provide testimony/testimony in front of a court about what they know, see, hear or experience themselves, which with that testimony will make a case clear. The testimony of a witness must be

submitted orally and personally, meaning that it cannot be represented to another person and must be presented verbally in court.

An Estimate

Presumption is regulated in Article 173 HIR, but in that article it is not explained in detail what is meant by presumption, but only determines that the presumption can be used as evidence if the presumption is important, thorough, certain and there is compatibility with each other. In Article 1915 of the Civil Code, it is known that there are 2 (two) presumptions, namely presumptions based on the law (presumptions of law) and estimates based on facts (party ventures). Whereas in the 1916 Civil Code which is determined as an approximation is as follows:

- a. Actions which by law are declared null and void, because from the nature and circumstances alone it can be presumed that they were committed to circumventing the provisions of the law
- b. Events which according to the law can be concluded in order to exercise ownership rights or exemption from debt
- c. The force given by law to the judge's decision
- d. The force given by law to a confession or oath by one of the parties.

Confession

Confession in HIR is regulated in Article 174,175 and Article 176. When looking at the provisions of Article 164 of HIR, it is clear that confession according to the law is wrong a tool of evidence in the process of settling civil cases. Based on Article 1926 of the Civil Code, confessions can be made either directly by the person concerned or by another person who is specially authorized for this purpose, either orally or in writing. In admitting something before a judge one must be careful because a confession made before a trial cannot be withdrawn unless one can prove that the confession was the result of an oversight of the facts. According to Article 174 HIR, confessions made before a trial have perfect and binding evidentiary power. Meanwhile, in confessions outside the courtroom, according to Article 175 HIR, the power of proof is left to the judge's discretion or in other words confessions outside the courtroom mean that the judge is free to give the power of evidence or only consider it as preliminary evidence.

Oath

Evidence of oath is regulated in Articles 155, 156, 157, 158 and 177 HIR. Oath evidence can be used as a last resort in proving the truth of a civil case. According to Sudikno Mertokusumo, an oath is a solemn statement that is given or uttered when giving a statement by remembering the Almighty nature of God Almighty and believing that whoever gives false information or promises will be punished by Him.

In the Civil Procedure Code, there are 3 (three) types of oaths as evidence, namely the Complementary

Oath (Suppletioir), Oath of Appraisal (Aestimatoir, Schattingsseed) and Casting Oath (decision maker).

In criminal procedural law, evidence that is legal and can be used in court is regulated in Article 184 of the Criminal Procedure Code, including: (Nitalia Prameswari, Samirah, Sri Wahyuningsih Yuliati, 2015).

Witness Testimony

Witnesses according to Article 1 number 26 of the Criminal Procedure Code are “people who can provide information for the purposes of investigation, prosecution and trial concerning a criminal case which he himself heard about, saw for himself and experienced for himself”. Whereas witness testimony according to Article 1 number 27 of the Criminal Procedure Code is, “one of the pieces of evidence in a criminal case is in the form of a statement from a witness regarding a criminal event that he himself heard, saw for himself and experienced himself by stating the reasons for his knowledge.”

Expert Testimony

Expert testimony according to Article 1 point 28 of the Criminal Procedure Code, is information given by someone who chooses special expertise on matters needed to make a criminal case for the purposes of examination. Meanwhile, the definition of expert testimony contained in Article 186 of the Criminal Procedure Code is what an expert states in a court session. The strength of expert testimony is that it has independent proving value, in which no value is attached perfect and decisive proof. In this case, the judge is free to judge and there is no obligation for the judge to have to accept the truth of the expert’s opinion.

Documentary Evidence

The formulations in Article 47 and Article 184 of the

Criminal Procedure Code define a letter as a writing or note that can be used as evidence, such as money orders, checks and authentic letters. Whereas in Article 187 of the Criminal Procedure Code it is stated that the type of letter that can be accepted as evidence is a letter made under an oath of office or confirmed by an oath. It can be concluded that documentary evidence is anything that contains punctuation marks to convey thoughts made under oath of office or confirmed by oath.

Guidance Evidence

Guidance evidence in the Criminal Procedure Code is regulated in Article 188 paragraph (1). Where in the article it is explained that the evidence of instructions is an act, event or situation, which is due to the correspondence, both between one and the other, as well as with the crime itself, indicates that a crime has occurred and who is the perpetrator. Guidance evidence is a piece of evidence that is often applied experience difficulty. The judge’s lack of caution in deciding cases that use evidence as evidence can become an arbitrary decision, because it is dominated by subjective judgments.

Statement of the Accused

The defendant’s statement is what the defendant stated in court about the actions he committed or that he himself knew or experienced

Electronic signatures as evidence according to Indonesian and Dutch law.

There are two major legal systems that are often used via common Law and civil Law. The existence of differences in the legal system also affects work notary work. There is a difference between notaries civil law and common law, among them are: (Irma Devita, 2020).

Table 1: Comparison of Notary Policies based on the Legal System Common Law and Civil Law.

No.	Difference	Civil Law	Common Law
1.	Term	Notary	Notary Public
2.	Education	There are additional procedures ranging from special education, exams, to internships that must be taken	There are various ways of lifting notary public in England and the United States. In London, England, this type of advocate is known as solicitor who has the right to perform functions notary public. In the United States, there are two types of advocates viz attorney and counselor at law which can be appointed as notary public without the need for special education.
3.	Authority	Public officials are entitled to make all authentic deeds, as long as they are not excluded by law	The main work of notary public is stating the correctness of a signature or in the case of a money order protest, giving advice, preparing documents for the purposes of treaty relations with foreign countries. In the United States authority notary public nothing more than making a limited certificate and this authority cannot be expanded or is only limited to a legalization and determination of the certainty of the date and signature of the person who affixes it.

4.	The power of proof	The type of written evidence is in the form of an authentic deed or under the hand. An authentic deed has the nature of coercive proof, so it gives an obligation to the opponent to prove the opposite of its contents without the need to prove that the signature and statement made are correct.	There is no known difference between an authentic deed and a private deed.
----	--------------------	--	--

Source: Personal surveys, 2022

Indonesia and the Netherlands both adhere to the system Civil Law, if assessed from the table above, it can be seen that the Notary in the country civil law have more detailed rules than the state common law. System Civil Law set of three document forms. First, the authentic Act (authentic instruments). Second, the deed signed by the parties. Authorized officials only authenticate the authenticity of the signatures of the parties, and not the contents of agreement of the parties. Third, deed under the hand, namely a deed signed by the parties without being authenticated by an authorized official. Authentic deed has perfect evidentiary power (probative value) because it is made by an authorized official based on publica fides with strict professional qualifications so that if a dispute occurs, a notarial deed is a document that can be directly used as evidence without the need to ask a notary to testify before a court. (Dini Sukma Listyana, Ismi Ambar Wati, Lisnawati, 2014).

Administration of C.A (Certifications Authority) in the Netherlands related to European Union instruments applied in the Dutch legal system, one of which is European Union Directive 1999/93/EC

About Electronic Signature. EU Directive on eSignature is intended to facilitate the use of electronic signatures and regulate its legal consequences, but the directive does not regulate settlement contract and its validity or regarding other legal obligations regarding the use of that document required by national legislation or EU regulations to be made in a particular form. EU Directive on eSignature regulates three types of electronic signatures as follows: (Dini Sukma Listyana, Ismi Ambar Wati, Lisnawati, 2014).

1. Electronic signatures in general, namely data in electronic form that is attached to, or logically associated with, other electronic data and functions as an authentication method.

2. Advanced electronic signatures, namely an electronic signature that meets the requirements, namely: uniquely related to the signatory; able to identify the signatory; made with a tool that is only under the power of the signatory; and related to other data, so that in the event of a change in data it can be identified.

3. Advanced electronic signature which uses a qualified certificate. Qualified certificate in question must meet certain requirements and be issued by an electronic

certificate operator who has met the requirements related to procedures, operations, personnel, systems, and tools and devices used.

Unlike in the Netherlands which distinguishes electronic signatures into 3 types, electronic signatures in Indonesia only divide into 2, which are:

1. The Electronic Signature is not Certified

Electronic signatures made without using the services of electronic certification providers.

2. Certified Electronic Signature

Electronic signature made using the services of an electronic certification provider recognized by the Ministry of Communication and Informatics (Ministry of Communication and Informatics). The legal strength of a certified signature is equivalent to a wet signature. When having a certified TTE, the signature owner has fulfilled the validity, legal force and legal consequences of the Electronic Signature as stipulated in Article 11 paragraph (1) of Law Number 11 Year

2008 concerning Information and Electronic Transactions (UU ITE). In addition to the ITE Law, certified TTE is also regulated in Government Regulation Number 71 of 2019 concerning Implementation of Electronic Systems and Transactions (PP PSTE) and Minister of Communication and Information Regulation Number 11 of 2018 concerning Implementation of Electronic Certification.

Structure Digi Notar (electronic certification provider issuing qualified certificates in the Netherlands) determines that the notary acts as Registration Authority (RA) and is tasked with verifying data. In Indonesia, with the existence of the Notary Office law, namely law no. 30 of 2004 where article 16 paragraph (3) regulates notaries as trusted third parties, so notaries can play a role in administering electronic certification registration authority (RA) to help present available evidence to rationalize the parties' trust. Indonesia and the Netherlands both stipulate that a notary cannot make an electronic notary deed, but a notary is only an RA who verifies the data and identity of the prospective electronic signature user. Notaries cannot make electronic notarial deeds. The concept of notary deed in electronic form is more likely to be applied in the system Common Law because in

this system there is no known authentic deed that has perfect evidentiary power, while in the system Civil Law as in Indonesia and the Netherlands clashes of doctrine regarding the essence of authentic deeds and their roles and functions notary is the main concern. EU Directive on eSignature unequivocally stipulate that advanced electronic signature which uses qualified certificate and made with secure-signature creation device is a type of signature that has a level the highest security compared to the other two types of signatures so that they have the same legal consequences with a written signature, and can be used as evidence in court proceedings, however, other electronic signatures can still have legal consequences and can be submitted in court proceedings. (Dini Sukma Listyana, Ismi Ambar Wati, Lisnawati, 2014).

Power of proof of electronic signature at the General Meeting of Shareholders Teleconference

The current teleconference GMS it is legal to run because it has received a legal umbrella from UUPT article 77 paragraph (1) jo. explanation of article 77 paragraph (4). Regarding electronic signatures, it has also been regulated in Article 5 of UUIITE which states that electronic information, electronic documents, or printouts are valid legal evidence and are an extension of valid evidence in accordance with the procedural law in force in Indonesia. The POJK issued by the government during a pandemic to overcome problems in implementing teleconference GMS can also be used as an umbrella, even article 12 paragraph POJK states if the results of the teleconference GMS do not require an electronic signature.

Regarding matters of proof, until now UUJN has not provided strict rules regarding the authority of a Notary in making deed of teleconference GMS electronically. Article 16 of the UUJN-P m states that in carrying out his position, a Notary is obliged to read the deed in front of appearers ending it with at least 2 (two) witnesses, or 4 (four) witnesses especially for the making of a will under the hand and signed on at that time also by appearers, witnesses, and Notaries. The article implies that a deed must be signed directly by physically dealing with a Notary. In addition, even though UUIITE has equated electronic documents as valid evidence, article 5 paragraph 4 letter b UUIITE provides exceptions to letters and documents which according to law made in the form of a notarial deed or a deed made by a deed-making office cannot be signed electronically.

Regarding signature electronically which will eventually be affixed to the minutes of the teleconference GMS, either using a machinescanning or a certain code that is considered valid by UUIITE then it is evidence that is considered valid by UUIITE and can be used as a printed copy as described in Article 12 paragraph (2) letter d, that the e-RUPS provider is required to submit to the Notary a printed copy that is wrong one of which is the electronic transcript of the recording of all interactions in the GMS to be attached to the minutes of the GMS minutes. However, the deed resulting from the teleconference

GMS must still be made notarized because the physical deed is related to minutes or notary protocols which must be bundled periodically and used as state archives.

CONCLUSION

The government has made the rules in such a way as to provide legal certainty regarding the implementation of the teleconference GMS. The existence of disharmony in several regulations has prevented the teleconference GMS from being able to make deed electronically. So far, only the implementation uses technological assistance without having to meet face to face at the same place, but the deed that is produced must still be made physically. With the rapid development of technology, it is hoped that teleconference GMS can be carried out in its entirety from the initial process to making the deed electronically by a notary.

REFERENCES

- A'an E., Dyah O. S. & Rahmadi I. T. (2019). Doctrinal Legal Research, Laksbang Justitia.
- Abdul M., (2006). The Application of Civil Procedure Law in the Religious Courts, Kencana Anshoruddin, (2004) The Law of Proof According to Islamic Procedural Law and Positive Law, Student Libraries
- Ali I., Muhammad I., (2019). The Law of Proof, Unpam Press.
- Amelia S. K. D., (2015). Implementation of GMS through Electronic Media Related to Notary's Obligation to Attach Appearing Fingerprints, Legal Arena.
- O Dyah and A Efendi, (2014). Legal Research, Sinar Graphic
- Rossalina Z., (2018). Legitimacy of Notary Deeds Using Cyber Notaries as Authentic Deeds, Malang: Faculty of Law, University of Brawijaya.
- Subekti, (2001). Law of Evidence, Pradnya Paramitha.
- Sudikno M., (2006). Indonesian Civil Procedure Code, Liberty.
- Dini S. L., Ismi A. Wati L., (2014). The Proof of Electronic Signatures as Legal Evidence in the Perspective of Procedural Law in Indonesia and the Netherlands, *Journal Verstek*, 2(2). <https://jurnal.uns.ac.id/verstek/article/view/38859>
- Efriza, (2021). COVID-19, *Baiturrahmah Medical Journal*, 1(1). <https://jurnal.unbrah.ac.id/index.php/brmj/article/view/1054/pdf>
- Kornelius B., Muhamad A., (2020). Methodology of Legal Research as an Instrument for Decomposing Contemporary Legal Problems, *Journal of Echo of Justice*, <https://www.neliti.com/id/publications/394459/metodologi-penelitian-Hukum-As-instrumen-unravel-problem-law-context>
- Nitralia P. S., Sri W. Y., (2015). Status of Instructions of Evidence In The Spread of Criminal Procedure Law, *Verstek Journal*, 3(2). <https://jurnal.uns.ac.id/verstek/article/viewFile/38980/25765>
- Novie Susilawati, (2020). Juridical Review of the Use of Video Teleconferencing at General Meetings of

- Shareholders Related to the Duties and Authorities of Notary Offices, *Journal of Law and Notary Affairs*. <http://repository.unisma.ac.id/handle/123456789/785>
- Yahya A. P., Annalisa Y., Agus T., (2019). Video Conference at the General Meeting of Shareholders Pursuant to Article 77 of the Limited Liability Company Law, *Scientific Journal of Notary Law*, 8(1). <http://journal.fh.unsri.ac.id/index.php/repertorium/article/view/310>
- Irma Devita, Notary and Revolutionary Era, (2020). <https://irmadevita.com/2020/notaris-dan-era-revolution-industries-4-0/>
- TTE (2022). Advantages of Using Certified TTE. <https://tte.kominfo.go.id/blog/60f0f35a7eec0973a8711c38>
- Prilla G. R.(2022). Know the Types of Evidence in Civil Procedure Law, <https://www.djkn.kemenkeu.go.id/kpkn-lahat/baca-artikel/15189/Mengenal-Jenis-Alat-Bukti-dalam-Hukum-Acara-Perdata.html>,