



Notarial Liability for Changes in the Shareholder Composition of Limited Liability Companies

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ABSTRACT

Changes in the shareholder composition of a limited liability company are not merely internal administrative adjustments. They affect voting power, dividend entitlement, control, beneficial ownership, corporate governance, and the legitimacy of subsequent corporate decisions. In Indonesian practice, such changes commonly arise from share transfers, capital increases, acquisitions, inheritance, conversion of company status, or restructuring of ownership. This article examines the responsibility of notaries in drafting deeds, verifying corporate documents, ensuring the legality of shareholder resolutions, and submitting changes through the electronic legal entity administration system. Using normative research, this article argues that notaries are not absolute guarantors of hidden material facts, but they remain responsible for formal legality, prudence, neutrality, accurate deed-making, document consistency, and accountable electronic filing.



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INTRODUCTION

A limited liability company is a capital association whose ownership is divided into shares. Therefore, the identity of shareholders is not a neutral record; it determines control, voting rights, dividend rights, pre-emptive rights, access to information, and influence over corporate policy. When the composition of shareholders changes, the legal relationship between the company, shareholders, directors, commissioners, creditors, and third parties also changes. A shareholder who has acquired shares may claim voting power, while the previous shareholder may lose legal standing. This explains why shareholder changes require reliable documentation and not merely private commercial agreement.

In Indonesian corporate practice, changes in shareholder composition may occur through sale and purchase of shares, grant, inheritance, capital increase, acquisition, merger-related transfer, or conversion of company status. Each route has different legal consequences, but all require certainty regarding ownership, authority, and corporate approval. A share transfer that is valid as a contract may still create problems if it violates the articles of association or corporate procedure. Similarly, a capital increase may dilute existing shareholders if pre-emptive rights are ignored. Thus, shareholder change must be examined as both private transaction and corporate act.

The role of the notary becomes central because limited liability company documents often require authentic deeds and electronic reporting through the legal entity administration system. The notary may prepare a deed of share transfer, a deed of minutes of the General Meeting of Shareholders, or a deed of statement of meeting resolutions. The notary may also become the professional actor who submits changes to the state system. Recent research on post-Job Creation company procedures confirms that electronic systems simplify company administration, but notaries remain essential in verifying data, drafting deeds, and ensuring legal certainty (Widantara & Utama, 2026).

The main legal tension lies in the boundary between party autonomy and notarial responsibility. On one side, notaries record statements and documents submitted by parties. On the other side, notarial deeds have strong evidentiary value and are relied upon by companies, shareholders, banks, investors, creditors, and government institutions. If the deed records a defective shareholder change, later

corporate decisions may be attacked. If the notary inputs inaccurate data into the electronic system, the official corporate record may mislead third parties. This tension requires a precise theory of responsibility based on fault, prudence, and professional authority.

This article argues that notaries should not be treated as absolute guarantors of every material fact hidden by the parties. A notary is not an investigator who must uncover all undisclosed arrangements, nominee relations, or side agreements. However, a notary must not act mechanically. The notary must verify formal authority, examine documents, understand the articles of association, identify obvious inconsistencies, and refuse deeds that clearly contradict law. The appropriate standard is reasonable legal prudence, meaning a notary must take steps expected from a careful public official before authenticating corporate changes with serious legal consequences.

This article addresses three legal problems. First, what is the legal nature of changes in shareholder composition within the structure of a limited liability company? Second, what are the duties and limits of notarial authority when preparing deeds and submitting shareholder changes through electronic corporate administration? Third, what forms of liability may arise when a notary drafts a defective deed, records an invalid shareholder resolution, ignores corporate restrictions, fails to verify authority, or submits inaccurate data? These problems are important because shareholder disputes often begin with unclear ownership records, defective resolutions, or conflicting interpretations of corporate documents.

RESEARCH METHODS

This research uses a normative method. The analysis focuses on legal norms governing limited liability companies, notarial authority, authentic deeds, shareholder transfer, corporate resolutions, beneficial ownership, and electronic legal entity administration. The approach is statutory, conceptual, and doctrinal. The statutory approach identifies the legal framework of company changes and notarial duties. The conceptual approach explains authority, prudence, formal truth, material truth, and professional liability. The doctrinal approach evaluates journal literature, especially recent Indonesian legal scholarship on notarial responsibility, shareholder transfers, circular resolutions, beneficial ownership, and corporate data reporting.

The research is prescriptive because it does not only describe what notaries do, but also formulates what notaries should do. Notarial responsibility is assessed through four dimensions: civil, administrative, ethical, and criminal liability. The article also distinguishes formal truth from material truth. Formal truth concerns identity, authority, signatures, resolutions, documents, timing, and consistency between deed and supporting evidence. Material truth concerns deeper factual realities, such as hidden beneficial ownership, undisclosed side agreements, or false statements intentionally concealed by appearers. This distinction prevents both excessive criminalization and irresponsible formalism in notarial practice.

RESULTS AND DISCUSSION

1. Legal Nature of Shareholder Composition Changes and the Scope of Notarial Authority

Changes in shareholder composition are corporate legal events with consequences beyond the contracting parties. A sale of shares may change who controls the company, who can approve directors, who can request information, and who may challenge resolutions. In closed companies, shareholding often overlaps with family relationships, personal financing, and informal business arrangements. In investment companies, ownership changes may affect regulatory compliance and investor control. Therefore, a notary who handles shareholder changes must see the transaction as a governance event. The deed does not merely record payment and transfer; it affects the company's future decision-making structure.

The notary's first responsibility is to identify the correct legal instrument. A deed made when the notary attends and records a meeting differs from a deed that merely states resolutions already made by shareholders. Recent civil-law analysis of notarial deeds in limited liability companies emphasizes the distinction between *partij* deeds, which record party declarations, and *relaas* deeds, which record events witnessed by the notary. This distinction matters because it determines the evidentiary content and responsibility attached to the deed (Andreani, 2021). In shareholder changes, using the wrong deed form may create legal uncertainty. Before preparing the deed, the notary must examine the articles of association, latest corporate approvals, shareholder register, special register, and evidence of share

ownership. The notary should not rely only on oral statements that a transferor owns the shares. The articles may contain pre-emptive rights, approval requirements, transfer restrictions, or special quorum rules. These provisions directly affect whether the transfer can be recognized by the company. If the notary ignores them, the deed may become the basis of an invalid change. Corporate document review is therefore not an optional administrative step but part of professional prudence.

Notarial authority in company matters is public authority, not merely contractual service. The parties may request a deed, but the notary must act within statutory authority and professional obligation. Legal scholarship on notarial authority in the formation of limited liability companies describes the notary's authority as attribution from legislation, meaning that its exercise must follow legal procedures and may generate liability if intentionally or negligently abused (Rizki, 2025). The same reasoning applies to shareholder changes. The notary cannot simply say that the deed was requested by clients if the formal legal basis was visibly defective.

The pre-deed stage is often the most important stage of notarial work. At this stage, the notary verifies the identity and capacity of individual appearers, the authority of directors, the validity of powers of attorney, and the status of legal entity shareholders. If the transferor is a company, the notary must check whether its representative is authorized to sell shares. If a person acts under power of attorney, the mandate must be specific enough. A defect at this stage may invalidate the appearance, weaken the deed, and produce claims that the shareholder change was never lawfully approved.

A sensitive issue in share sale transactions is spousal consent. In Indonesian practice, notaries may differ on whether shares acquired during marriage require approval from the spouse, especially when shares form part of joint marital property. This uncertainty affects legal certainty for buyers and companies because a spouse may later challenge the transfer. Recent scholarship on share sale without spousal consent highlights inconsistent interpretation among notaries and practitioners, showing that this issue cannot be treated as trivial formality (Wahyu et al., 2025). A prudent notary should therefore request clarification and provide legal counseling when marital property risk appears.

The notary must also distinguish between transfer of existing shares and issuance of new shares. A transfer changes ownership of shares already issued, while a capital increase may create new shares and dilute existing shareholders. The legal requirements differ. A capital increase may require shareholder approval, subscription documentation, proof of payment, and possible amendment or notification of corporate data. If the notary treats capital increase as ordinary share transfer, the resulting deed may omit necessary approvals. This mistake can affect voting percentages, ownership ratios, and the validity of future resolutions based on the altered shareholding structure.

2. Verification of Corporate Resolutions, Share Transfer Documents, and Beneficial Ownership

The General Meeting of Shareholders is frequently involved in shareholder changes. The meeting may approve share transfers, capital increases, changes in directors, or amendments related to ownership structure. The notary must examine notice, agenda, attendance, quorum, voting rights, and resolutions. A study on notarial roles in preparing deeds of GMS resolutions explains that the notary generally does not participate in decision-making but records the decision into authentic deed form (Fitri & Mahmudah, 2023). This does not mean the notary may ignore defects; rather, the notary must ensure that the documents presented are formally sufficient.

Circular resolutions are common in closely held companies because they avoid physical meetings. However, they are valid only when all shareholders with voting rights approve the proposal in writing. This requirement is strict because there is no collective meeting process. Research on notarial responsibility in circular resolution deeds emphasizes that notaries must examine the formal correctness of the circular decision submitted to them and must be careful in preparing the deed of statement of circular resolution (Permatasari & Musyafah, 2024). If one shareholder is omitted, the entire legal foundation of the shareholder change may be challenged.

A notary should not proceed mechanically when a circular resolution shows visible irregularities. Examples include missing signatures, inconsistent shareholder names, conflicting dates, incomplete approval pages, or ownership percentages that do not match the shareholder register. A study on unlawful acts involving notarial partij deeds of GMS and circular resolutions shows that notaries may be sued when they are not neutral or when the deed fails to reflect the parties' lawful intentions (Hanako

et al., 2025). Thus, the notary must balance reliance on party documents with active formal verification when irregularities appear.

The share transfer document itself requires careful review. The notary must confirm the identity of the transferor, the object of transfer, the number of shares, the class of shares, the price or legal basis of transfer, and the absence of obvious legal prohibitions. The transfer may be problematic if the shares are pledged, disputed, restricted, or transferred to an ineligible party. Research on notarial deeds of share sale causing crossholding concludes that a deed may face serious legal consequences when the transaction violates lawful-cause requirements and creates prohibited ownership structure (Refadi, 2025). Ownership mapping is therefore essential (Kadir, 2026a).

Beneficial ownership creates additional complexity. The name appearing in the shareholder register may not reflect the person who ultimately controls or benefits from the company. Nominee arrangements and layered ownership structures may conceal the real controller. A shareholder change may therefore alter beneficial ownership even when the formal record looks simple. Research on notarial authority in applying beneficial ownership principles states that notaries are not absolutely liable when companies conceal information, but may be liable when available data should have enabled identification and verification of the beneficial owner (Julyatmikha & Widiatedja, 2025). Reasonable verification remains required. The need for beneficial ownership transparency increases when shareholder changes involve corporate shareholders, foreign parties, nominee indications, or complex control structures. A recent study on digitalization of party statements for beneficial ownership transparency argues that notaries function as gatekeepers but face risks when service users falsify information, and it recommends digital integration of beneficial ownership documents into the legal entity system (Alexander, 2026). This supports the view that notarial prudence should include collecting declarations, customer due diligence forms, and supporting documents. The notary's responsibility is not unlimited, but documentation of verification is essential.

Notaries also provide legal counseling. Parties may understand the commercial purpose of the transaction but not its corporate consequences. The notary should explain whether approval is required, whether pre-emptive rights apply, whether the articles restrict transfers, whether beneficial ownership data must be updated, and whether the electronic filing must be completed within the applicable period. Research on conversion from an individual company to an ordinary limited liability company identifies the notary's role in preparing authentic deeds, ensuring capital and share structure, submitting approval requests, and providing legal counseling (Sendjaja & Badriyah, 2025). This counseling role applies equally to shareholder changes.

Legal due diligence is not identical to a full audit. A notary is not expected to investigate every financial and commercial fact. Nevertheless, a notary must perform reasonable document verification according to transaction risk. A simple transfer between existing shareholders may require fewer checks than an acquisition involving multiple companies. Recent scholarship on notarial responsibility for failure of legal due diligence in company establishment portrays the notary as a gatekeeper who must ensure that the deed does not contain legal defects (Pramesti et al., 2026). The same gatekeeping function is relevant when ownership and control change.

Good corporate governance reinforces the notary's prudence duty. Transparency requires clear documentation of who owns shares. Accountability requires proper authorization by corporate organs. Responsibility requires compliance with legal and articles-of-association requirements. Independence requires the notary not to favor one shareholder faction. Fairness requires protection of minority and non-controlling shareholders. A recent article on notarial responsibility in corporate deeds based on prudence and good corporate governance states that the notary's formal responsibility includes ensuring corporate procedures comply with law, articles of association, and GMS resolutions (Cahyaningsih et al., 2026). This framework is useful for shareholder changes.

3. Liability, Electronic Filing, and Preventive Prudence in Notarial Practice

The electronic filing stage through the legal entity administration system is not merely clerical. The official corporate data produced by electronic reporting is relied upon by third parties. If the notary inputs the wrong shareholder name, share number, deed date, or corporate approval data, the state record may become inaccurate. Research on notarial responsibility in company establishment through SABH concludes that the notary's responsibility is not limited to the deed because errors in the electronic process may also create legal consequences (Gumilang, 2019). Therefore, accurate electronic

submission is part of professional accountability. Timeliness is also a crucial aspect of filing. If a deed or change must be reported within a specific period, delay may prevent ordinary acceptance through the system and force the company to repeat resolutions or prepare new documents. Research on unreported amendments to articles of association explains that reporting to the ministry depends on the notary's system account, positioning the notary as attorney of the directors and account holder in the legal entity administration system (Yani et al., 2022). This supports the conclusion that delay can expose the notary to professional responsibility.

The legal consequences of a defective deed depend on the nature of the defect (Kadir, 2026b). If the defect concerns formal notarial requirements, the deed may lose authentic evidentiary force and be treated only as a private deed. If the defect concerns the corporate resolution, the underlying resolution may be challenged or annulled. If the defect concerns unlawful substance, such as prohibited ownership or forged transfer, the transaction may be void or criminally relevant. The notary's responsibility depends on whether the defect was caused by notarial negligence, party fraud, or circumstances beyond reasonable notarial detection.

When a shareholder resolution is defective, the notary may still become involved in the dispute. For example, if the notary prepared a statement of meeting resolutions based on incomplete minutes, the deed may be used as evidence of an invalid decision. A study on notarial prudence in making deeds of meeting resolutions related to invalid temporary dismissal of directors shows that defective corporate procedure can affect the validity of subsequent resolutions and deeds (Sari, 2024). By analogy, if the shareholder change is approved through an invalid meeting, the deed may also become vulnerable.

Criminal liability must be distinguished from civil or administrative liability. A notary should not be criminalized merely because a deed is later disputed. Criminal responsibility requires proof of intention, participation, falsification, or knowing use of false documents. Research on falsification of share sale deeds by notaries shows that criminal reporting may arise in share transactions when parties suspect forged documents or fraudulent validation (Zulfikar & Basri, 2024). However, fault must be carefully proven. A negligent notary may face civil or administrative consequences, while criminal liability should be reserved for intentional or participatory wrongdoing.

Notaries may also be reported when they validate extraordinary GMS resolutions that later become disputed. The legal risk increases when minutes are prepared privately, signatures are contested, or shareholders disagree about whether consent was validly given. Research on notarial involvement in validating extraordinary GMS resolution deeds, based on a criminal-review case, concludes that circular or private resolutions may be valid when statutory requirements are met, but the notary's position remains vulnerable when allegations of falsification arise (Supono et al., 2024). This confirms the importance of preserving supporting documents and verification records.

Electronic and hybrid meetings add another layer of difficulty. Shareholders may participate remotely, vote electronically, or sign documents through digital channels. These mechanisms can improve efficiency, but they complicate identity verification, signature authenticity, attendance proof, and record preservation. Research on digital transformation of GMS implementation observes that digital technology changes corporate interaction patterns and supports the development of cyber-notary concepts in company practice (Lubis, 2021). For shareholder changes, the notary must ensure that electronic participation and approval are sufficiently documented before relying on them as the basis for an authentic deed. The evidentiary function of corporate deeds should not be underestimated (Mappaselleng & Kadir, 2025). Deeds of establishment and amendments often become decisive evidence in disputes involving corporate identity, authority, and legal standing. Research on trademark disputes emphasizes the importance of deeds of establishment and amendments of articles of association as evidence in court when corporate identity or changes become legally relevant (Notarisya & Widyawati, 2024). Although that research focuses on trademark disputes, its reasoning supports shareholder-change analysis: when corporate records are contested, notarial deeds and amendment documents often become central to proving who had authority and legal interest.

A preventive model of notarial conduct should begin with a structured checklist. The checklist should include identity documents, marital status information, company documents, latest articles of association, shareholder register, special register, minutes of meeting, circular resolutions, powers of attorney, share transfer deed, proof of payment or legal basis of transfer, required approvals, beneficial ownership declarations, and electronic filing evidence. This checklist is not bureaucratic excess. It creates an audit trail showing that the notary performed reasonable verification. If litigation occurs, the

checklist helps demonstrate that the notary acted carefully rather than merely following client instructions.

The notary should also record legal counseling in the file. When parties insist on proceeding despite risks, the notary should document the explanation given and the documents requested. If the risk is severe or the transaction is clearly unlawful, the notary should refuse to make the deed. Professional independence requires refusal when the deed would facilitate illegality, fraud, or obvious violation of corporate procedure. Notarial neutrality does not mean passive acceptance. It means serving all lawful parties fairly while preserving the public function of authentic deeds. The notary's duty is to protect legal certainty, not transaction speed alone.

Civil liability may arise when the notary's fault causes loss. The injured party must generally prove unlawful conduct, fault, damage, and causal connection. Examples include recording an unauthorized appearer, ignoring missing shareholder approval, misdescribing the number of shares, or filing inaccurate data. Administrative liability may arise from violation of notarial office duties, such as failure to read the deed, failure to preserve minutes, or failure to comply with deed formalities. Ethical liability may arise from partiality, conflict of interest, or misuse of professional trust. Each form of liability serves a different function and evidentiary threshold.

A balanced liability model is necessary. If liability is too narrow, notaries may become mechanical document processors and corporate data may lose credibility. If liability is too broad, notaries may be unfairly treated as insurers of hidden facts that no reasonable verification could uncover. The proper model is fault-based professional responsibility. The notary is liable for violating formal duties, ignoring obvious defects, acting partially, filing inaccurate data, or participating in unlawful conduct. The notary is not liable merely because a party concealed facts that could not reasonably be detected after adequate verification.

CONCLUSION

Changes in shareholder composition affect ownership, control, voting rights, dividend entitlement, corporate governance, and third-party reliance; therefore, they must be treated as serious corporate legal events rather than ordinary administrative updates. The notary stands at the intersection between private transactions and public corporate records, so the notarial role requires drafting skill, legal judgment, document verification, neutrality, and electronic filing discipline. Although a notary is not an absolute guarantor of all hidden material facts, the notary must verify formal truth and respond to visible legal risks, including the authority of appearers, articles of association, shareholder registers, meeting resolutions, circular approvals, share transfer documents, spousal consent issues, beneficial ownership declarations, and electronic filing data.

The recommended standard is layered prudence. At the pre-deed stage, the notary verifies identity, authority, ownership, corporate restrictions, and supporting documents. At the deed stage, the notary ensures that the deed accurately reflects lawful decisions or transactions. At the post-deed stage, the notary submits accurate data through the electronic system, preserves supporting documents, and provides proof of filing to the company. When these duties are neglected, the notary may face civil, administrative, ethical, or criminal responsibility depending on fault and harm, while criminal liability should be limited to intentional falsification, knowing use of false documents, or active participation in fraud.

REFERENCES

- Alexander, D. R. (2026). Analisis peran notaris dalam digitalisasi keterangan para pihak sebagai bentuk transparansi kepemilikan manfaat. *Kertha Semaya: Journal Ilmu Hukum*, 13(12), 2881–2898.
- Andreani, J. C. (2021). Anatomical and Functional Relevance of the Tonsillar Nucleus. Its Physiology, Pathophysiology, and Therapeutic Orientations. *Neurotarget*, 5(3), 10–141.
- Cahyaningsih, J., Setyawan, F., & Fahamsyah, E. (2026). Tanggung Jawab Notaris dalam Pembuatan Akta Korporasi Berdasarkan Prinsip Kehati-Hatian dan Good Corporate Governance. *Jurnal ISO: Jurnal Ilmu Sosial, Politik Dan Humaniora*, 6(2), 12–22. <https://doi.org/10.53697/iso.v6i2.4061>
- Fitri, A. I., & Mahmudah, S. (2023). Peran Notaris dalam Pembuatan Akta Pernyataan Keputusan Rapat Umum Pemegang Saham (RUPS) Perseroan Terbatas di Kota Semarang. *AL-MANHAJ: Jurnal Hukum Dan Pranata Sosial Islam*, 5(2), 1399–1410. <https://doi.org/10.37680/almanhaj.v5i2.3198>

- Gumilang, T. S. (2019). Pertanggungjawaban Notaris dan Akibat Hukum Pengesahan Pendirian Perseroan Terbatas Melalui Sistem Administrasi Badan Hukum. *Jurnal Lex Renaissance*, 4(1). <https://doi.org/10.20885/JLR.vol4.iss1.art8>
- Hanako, G., Purba, H., & Siregar, M. (2025). Perbuatan melawan hukum notaris terhadap akta partij Rapat Umum Pemegang Saham dan akta partij putusan sirkuler pemegang saham perseroan terbatas. *Jurnal Hukum Lex Generalis*, 6(4).
- Julyatmikha, I. K. F., & Widiatedja, I. G. N. P. (2025). Kewenangan notaris dalam penerapan prinsip mengenali pemilik manfaat pada perseroan terbatas. *Acta Comitas: Jurnal Hukum Kenotariatan*, 10(1), 58–69.
- Kadir, Z. K. (2026a). Narrative Closure in Honor killing Cases: How Judgments Stabilise Meaning, Eliminate Ambiguity, and Produce Sentencing Certainty. *Punggawa Law Review*, 1(1), 1–10.
- Kadir, Z. K. (2026b). Neurocriminology and the Next Generation of Criminological Theory: Integration, Limits, and Ethical Risks. *Punggawa Global Research: Jurnal Multidisiplin*, 1(1), 1–8.
- Lubis, I. (2021). Transformasi Digital Penyelenggaraan Rapat Umum Pemegang Saham Perseroan Terbatas. *Jurnal Ilmiah Penegakan Hukum*, 8(2), 130–141. <https://doi.org/10.31289/jiph.v8i2.5877>
- Mappaselleng, N. F., & Kadir, Z. K. (2025). Reconstructing Honor Killing Through Siri’: A Cultural Perspective from Bugis-Makassar Society. *Ganaya : Jurnal Ilmu Sosial Dan Humaniora*, 8(4), 358–366. <https://doi.org/10.37329/ganaya.v8i4.4858>
- Notarisya, F. F., & Widyawati, S. (2024). PEMBUKTIAN SENKETA MEREK DI PENGADILAN: PERAN PENTING AKTA PENDIRIAN DAN AKTA PERUBAHAN ANGGARAN DASAR PERSEROAN. *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan Dan Ke-PPAT-An*, 7(2). <https://doi.org/10.23920/acta.v7i2.1678>
- Permatasari, A. S., & Musyafah, A. A. (2024). Tanggung Jawab Notaris dalam Pembuatan Akta Pernyataan Keputusan Sirkuler (Circular Resolution) pada Perseroan Terbatas. *Notaire*, 7(1), 71–86. <https://doi.org/10.20473/ntr.v7i1.54858>
- Pramesti, M. C., Setyawan, F., & Fahamsyah, E. (2026). Tanggung Jawab Notaris terhadap Kegagalan Legal Due Diligence dalam Pendirian Perseroan Terbatas. *Jurnal ISO: Jurnal Ilmu Sosial, Politik Dan Humaniora*, 6(2), 1–11. <https://doi.org/10.53697/iso.v6i2.4060>
- Refadi, A. M. (2025). AKIBAT HUKUM TERHADAP AKTA NOTARIS TERKAIT JUALBELI SAHAM YANG MENYEBABKAN CROSSHOLDING. *Keadilan*, 23(3), 529–545. <https://doi.org/10.37090/flpgxs78>
- Rizki, M. I. S. (2025). Kewenangan dan Pertanggungjawaban Notaris dalam Proses Pembentukan Perseroan Terbatas. *JURNAL HUKUM, POLITIK DAN ILMU SOSIAL*, 4(3), 26–36. <https://doi.org/10.55606/jhps.v4i3.5562>
- Sari, A. P. (2024). Prinsip Kehati-Hatian Notaris dalam Membuat Akta Pernyataan Keputusan Rapat terkait Pemberhentian Sementara Anggota Direksi yang Tidak Sah PT DBI (Studi Kasus Putusan Mahkamah Agung No. 616 K/PK/Pdt/2023). *Syntax Literate ; Jurnal Ilmiah Indonesia*, 9(2), 812–823. <https://doi.org/10.36418/syntax-literate.v9i2.15208>
- Sendjaja, A. R., & Badriyah, S. M. (2025). Peran Notaris Dalam Proses Perubahan Status Perseroan Perseorangan Menjadi Perseroan Terbatas Umum. *Jurnal Ilmu Hukum, Humaniora Dan Politik*, 6(1), 910–920. <https://doi.org/10.38035/jihhp.v6i1.6558>
- Supono, E. N., Yusuf, C., & Santosa, I. (2024). Peran Notaris Terhadap Pengesahan Akta Pernyataan Keputusan Rapat Umum Pemegang Saham Luar Biasa Perseroan Terbatas yang Menyebabkan Pelaporan Terhadap Notaris. *COMSERVA : Jurnal Penelitian Dan Pengabdian Masyarakat*, 4(3), 530–538. <https://doi.org/10.59141/comserva.v4i3.1381>
- Wahyu, Widjaja, D. AR., & Ismed, M. (2025). Kepastian Hukum Jual Beli Saham pada Perseroan Terbatas Tanpa Persetujuan Pasangan Hidup Dihubungkan Peraturan Perundang-Undangan. *CENDEKIA : Jurnal Penelitian Dan Pengkajian Ilmiah*, 2(9), 1790–1803. <https://doi.org/10.62335/cendekia.v2i9.1830>
- Widantara, P. K. R., & Utama, Y. J. (2026). Peran notaris dalam menjamin kepastian hukum pendirian perseroan terbatas pasca Cipta Kerja. *Notarius*, 19(1), 146–164.
- Yani, J. F., Martien, D., & Martanti, Y. (2022). AKIBAT HUKUM TERHADAP PERSEROAN TERBATAS ATAS AKTA PERUBAHAN ANGGARAN DASAR YANG TIDAK

DILAPORKAN PADA KEMENTERIAN HUKUM DAN HAM RI. *JURNAL HUKUM, POLITIK DAN ILMU SOSIAL*, 1(4), 147–168. <https://doi.org/10.55606/jhpis.v1i4.716>
Zulfikar, R., & Basri, H. (2024). Analisis pemalsuan akta jual beli saham oleh notaris. *Wacana Paramarta: Jurnal Ilmu Hukum*, 23(2).