


## Renewal of Implementing Regulations in Minimizing Control in Limited Liability Companies Outside of Acquisitions

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### Abstract

**Introduction:** The problem is that the definition of "control" of a company is not found explicitly in the Company Law, resulting in the emergence of practices of "control" of companies which are carried out not in accordance with the provisions as stipulated in the provisions of Article 1 point 11 and Article 125 paragraph (3) of the Company Law. When taking over company shares, it does not always result in a change in control of the company if the number of shares taken over does not exceed 50% of the company's shares. If the takeover of shares exceeds 50% of the company's shares, the party taking over a company will become the controller of the party being taken over.

**Purposes of the Research:** The control intended by UUPT is very limited and cannot be interpreted more broadly.

**Methods of the Research:** The research method used in this research is Empirical Legal Research, which uses a sociological legal approach focusing on reality by examining the application of law, in this case the PT UU, which is used as a basis for the formation and implementation of a Legal Entity (limited liability company).

**Results of the Research:** The results of the research found the first fact that there were actions to control limited liability companies that were not in accordance with the provisions of Article 1 number 11 and Article 125 paragraph (3) of the Company Law and the aims and objectives of the Articles of Association of the Deed of Establishment were not achieved. These findings occurred at PT. ESG. Second, there is the involvement of a Notary in legalizing the actions of the Commissioner of PT. ESG to control PT. ESG Beyond Acquisitions. Third, there is a conflict between the norms of Article 102 paragraph 1 of the Company Law with Article 102 paragraph 4 of the Company Law regarding the "Requirement to seek approval from the GMS" to transfer assets, but the entire assets of PT. ESG has been transferred without asking for approval from the GMS and a Deed of Sale and Purchase Agreement and Transfer of Rights has been issued by a Notary.

**Keywords:** Control; Acquisition of the Company; Acquisition.

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## INTRODUCTION

As an embodiment of the constitution, Article 33 of the 1945 Constitution of the Republic of Indonesia (1945 Constitution of the Republic of Indonesia) states that the establishment of civil legal entities, in this case limited liability companies (hereinafter referred to as "companies"), is reviewed philosophically and is intended as one of the pillars of national economic development carried out based on Economic democracy, based on the principles of unity, efficiency, justice, sustainability, respect for the environment, independence, balance between progress and national economic unity, so that the achievement of the common good must be supported by strong economic institutions.<sup>1</sup> Limited liability

<sup>1</sup> Abdulkadir Muhammad, *Hukum Perusahaan Indonesia* (Bandung: Citra Aditya Bakti, 2010), p. 85.

companies are very attractive for investors and investors to invest their capital. In fact, in recent years, with the development of limited liability companies in the economic life of many countries, limited liability companies have attracted almost all the attention of the business world. Limited liability companies that have large control in Indonesia have contributed to improving the standard of living of the Indonesian people both through foreign investment (PMA) and domestic investment (PMDN). Therefore, limited liability companies are one of the pillars of the national economy.<sup>2</sup>

To establish a company, an authentic deed of establishment must be drawn up by a Notary in Indonesian, as required by Article 7 Paragraph (1) of the Company Law. Notary is a position mandated by law and society, therefore the Notary must accept all risks to carry out the mandate given to him. Submitting a notarial deed is not only a means of evidence, but is also a requirement for establishing a company, and without a notarial deed the establishment of a company will be invalid. Without a deed of establishment, a company cannot obtain approval from the Minister of Justice. The UUPT itself does not explicitly provide the definition of "control" of a company. However, Article 1 Number 11 of the Limited Liability Company Law implicitly recognizes that "acquisition" is a legal act carried out by a corporation or individual who acquires shares in a company and as a result control of the company is transferred. Furthermore, Article 125 Paragraph 3 (UUPT) regulates that "Acquisition within the meaning of Paragraph 1 means the takeover of shares which involves the transfer of control over a company." So, according to the Company Law, this "control" only occurs when there is a "takeover" or acquisition of shares. The UUPT does not explain further what "control" means, and in practice the meaning has actually been broadened.<sup>3</sup>

It often happens that other parties control the company from outside the company's organs, while the directors and commissioners are only tools or puppets. Usually, shares in companies like this are controlled by certain people, while the shareholders in the deed of establishment are fictitious. In other cases, all company operations are controlled by the commissioners, the directors are only figureheads. This means that the commissioner does whatever is the director's job.<sup>4</sup> Furthermore, there are quite a few cases where a company is in practice fully controlled by the board of directors, without the supervisory role of its commissioners. One form of control in this research study is related to the company's operational control carried out by the Commissioner, this happened at PT. ESG, where the hidden aim of establishing the PT is to obtain land allocation from the Batam Free Trade Zone and Free Port Concession Agency (BP Batam), which was initiated by civil servants (PNS) at BP Batam, this started from information related to the plan land allocation by BP Batam, known to Mr. BDS as a BP Batam civil servant, then Mr. BDS established a PT with the name PT. ESG, based on the Deed of Establishment of the Limited Liability Company PT. ESG Number 40 issued by WRM, S.H., Notary and PPAT, Decree of the Minister of Law and Human Rights Number AHU-09913.AH.01.01.Year 2012 issued by the Minister of Law and Human Rights of the Republic of Indonesia, where the organs within the PT consist of

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<sup>2</sup> Munir Fuady, *Hukum Perusahaan Dalam Paradigma Hukum Bisnis* (Bandung: Citra Aditya Bakti, 1999), p. 101.

<sup>3</sup> Ardhiya Ega Pramono et al., "Responsibility of Notary For Unlawful Action In Annulment of Selling Authority," *International Journal of Business, Economics and Law* 24, no. 3 (2021): 201-5, <https://ijbel.com/wp-content/uploads/2021/08/IJBEL24-635.pdf>.

<sup>4</sup> Elvira Fitriani Pakpahan, Tommy Leonard, and Syahrudin Nasution, "Juridic Analysis of Independent Company Establishment Post Government Regulation Number 8 Year 2021," *International Journal of Latin Notary* 1, no. 2 (2021): 150-57, <https://doi.org/10.61968/journal.v1i2.29>.

Director Nyoya EDM, Commissioner Mr BDS (Husband and Wife), from the board of directors listed in the Deed of Establishment of the PT only borrows the name, while the one who exercises control over the PT is the Commissioner namely Mr BDS (PNS BP Batam).

Control practices outside of what is intended in the PT UUPT occur at PT. ESG was discovered after a criminal law problem occurred based on the Batam District Court Decision Number: 813/Pid.B/2023/PN Btm dated 22 January 2024 in conjunction with the Riau Islands High Court Decision Number: 35/PID/2024/PT TPG dated 27 March 2024, which The focus of this study is "the actions of the Commissioner who sold the assets of PT. ESG" based on the Deed of Sale and Purchase Agreement and Transfer of Rights Number 01 dated March 2 2015. In carrying out this action the commissioner has a Power of Attorney from the Director while it is known that the Director is domiciled in Batam and is also in good health, so it can be said that the Director is able to act to sell company assets without grant power of attorney to the Commissioner. Using the meaning of "control" outside the actual portion is certainly very contrary to the intent and spirit contained in the philosophical review and general explanation of the UUPT. With this background, it is important for this research to be carried out for the sake of conduciveness and harmonization of all organs involved in the company, so that healthy and fair business practices are achieved.

## METHODS OF THE RESEARCH

The method that researchers use in this research is Empirical Legal Research, namely using a sociological legal approach focusing on reality by examining the application of law (Das Sollen), in this case the PT UU, which is used as a basis for the formation and implementation of Legal Entities (limited liability companies). The researcher chose this type of legal investigation because there is a gap between the desired legal norms ("should") and the reality that surrounds people's lives at the time of committing a criminal act ("which"), the act of forming a Legal Entity (limited liability company) which is carried out/implemented inappropriately. with the provisions of the Legislative Regulations.

## RESULTS AND DISCUSSION

Law Number 40 of 2007 concerning Limited Liability Companies states, according to Article 1 paragraph 11, a takeover is a legal act carried out by a legal entity or individual to take over the shares of a company, which includes the transfer of control over the company. Government Regulation Number 57 of 2010 concerning Mergers or Consolidations and Takeovers of Business Entities Which Can Give rise to Monopoly Practices and Unfair Competition stated in Article 1 paragraph 3 that a takeover is a legal act carried out by an economic actor to take over a business entity that this is an action wicked.<sup>5</sup> Every legal entity is free to develop and establish an individual economic entity according to certain procedures, with or without permission.

When making an acquisition, the company's interests must be considered. The interests of minority shareholders must also be considered because they have rights. Because in a company, profits are not only the profits of the main shareholders, but also the profits of the employees. Legal certainty regarding the use of share purchase certificates when acquiring

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<sup>5</sup> H. Zaeni Asyhadie and Budi Sutrisno, *Hukum Perusahaan Dan Kepailitan* (Jakarta: Erlangga Press, 2012).

shares. However, this only applies if there are no provisions regarding these provisions. In the Company Law, provisions regarding the sale and purchase of shares are regulated in Article 56 of the Company Law concerning the transfer of rights to shares, and provisions regarding the takeover of shares are regulated separately in Article 125 of the Company Law.<sup>6</sup> From here we can see that the rules for every legal action, whether buying and selling shares or withdrawing shares, are separate rules and each has its own status.<sup>7</sup>

The acquisition steps are as follows:<sup>8</sup> 1) The party acquiring the PT will inform the directors of the acquired PT of its objectives. The acquirer can be a solopreneur, cooperative, foundation, resume, company, or individual; 2) The directors of the acquired PT and the acquiring party each prepare a draft acquisition plan; 3) The proposed acquisition plan must obtain approval from the commissioner of the acquired public transportation company or a similar official from the acquiring party. The proposed acquisition plan is material for preparing an acquisition plan that is prepared jointly by the directors of the company being acquired and the acquirer; 4) A summary of the takeover plan must be announced in two daily newspapers by the board of directors of the acquiring public vehicle and notified in writing to employees of the acquiring public vehicle no later than 14 days before the GMS is held; 5) The acquisition plan must obtain approval from the GMS of PT. The acquisition plan must also receive approval from the acquiring party's authorities. If the acquirer is a private entrepreneur, the takeover plan must obtain approval from the GMS; 6) If the buyer is a cooperative, the takeover plan must be approved by the general meeting of the cooperative. If the acquirer is a foundation, the takeover plan must be approved at a foundation board meeting; 7) For CV and the acquiring company, the acquisition plan must obtain approval from CV and the company's partners or owners. The approved takeover plan is drawn up before a notary and recorded in a takeover deed written in Indonesian; 8) The legalized purchase deed is then registered with the Minister of Law and Human Rights. If changes to the Articles of Association (AD) that require approval from the Minister of Law and Human Rights are made after the takeover of the PT, then the takeover is deemed to be effective from the date of approval of the AD by the Minister; 9) If the takeover of a PT requires changes to the articles of association that do not require approval from the Minister of Law and Human Rights, then the takeover is deemed to have been legally recorded in the company from the date of registration of the deed of takeover; 10) However, if the takeover of the PT does not result in changes to the AD, then the takeover is deemed to take effect on the date of signing the notarized deed of takeover.

The transfer of rights to shares through buying and selling shares is a legal act that must be supervised by a notary and requires the use of authentic documents such as a share sale deed, UUPT: Article 56 Paragraph 1 "Transfer" Concerning Rights to Shares" carried out by means of a property rights deed", explains the meaning of "deed", whether in the form of a deed made before a notary or a private deed. For this reason, it is important for a notary to understand the company's articles of association when transferring rights to shares through the sale of shares. The parties who make a sale and purchase agreement obtain rights and

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<sup>6</sup> Heriyanti, Elvira Fitriyani Pakpahan, and Lenny Maria Aritonang, "Effectiveness of Registration of Micro And Small Business Limited Liability Companies After The Entry Into Force of Government Regulation Number 8 of 2021," *International Journal of Latin Notary* 2, no. 02 (2022): 152-58, <https://doi.org/10.61968/journal.v2i02.43>.

<sup>7</sup> Ahmad Yani and Gunawan Widjaja, *Perseroan Terbatas* (Jakarta: Raja Grafindo Persada, 2003), p. 106.

<sup>8</sup> Gatot Supramono, *Hukum Perseroan Terbatas* (Jakarta: Djambatan, 2009), p. 69.

obligations for the agreement that has been agreed to be stated in the agreement made by the parties and made before a Notary (Roswita Sitompul, 2022).

### A. Peran Notaris Untuk Meminimalisir Pengendalian Perseroan Terbatas Di Luar Akuisisi

Notary is a profession that in carrying out its duties must comply with statutory regulations and professional norms which form the rules of its procedures.<sup>9</sup> Every society needs people whose information can be trusted and whose signatures and seals can be strong guarantees and evidence. In making the original deed, the Notary will make every effort to ensure that the deed is free from defects and errors. However, as humans, we definitely make mistakes.<sup>10</sup> According to Supriadi, it is human nature for notaries to make mistakes. Additionally, adding or deleting documents can cause problems. Therefore, Article 48 UJUN stipulates that the contents of the instrument may not be changed or added to by overwriting, inserting, deleting, or deleting and replacing it by someone else.<sup>11</sup> Changes to a deed in the form of additions, replacements or deletions in the deed are only valid if the changes are initiated by the presenter, witnesses and notary, or if there are other signs of confirmation. Notaries always act in accordance with the legal rules that underlie their authority and can avoid abuse of the authority and trust given to them.

Pay attention to criminal law issues related to participating in criminal acts of embezzlement and/or fraud committed by the Commissioner of PT. ESG, for the actions of the Commissioner of PT. ESG sold land assets measuring ± 10,000 m<sup>2</sup> (approximately ten thousand square meters) belonging to PT. ESG, the sale of these assets is stated in the Deed of Sale and Purchase Agreement and Transfer of Rights Number 1 dated 02 March 2015 which was issued by Notary and PPAT AYM, S.H. domiciled in Batam City. The Notary and PPAT were questioned as witnesses at the Riau Islands Regional Police, the person concerned was questioned regarding the Deed of Sale and Purchase Agreement and Transfer of Rights that had been issued, as well as regarding the object promised in the Deed, in this interview it was also mentioned by AYM, S.H. that this problem should not be a criminal problem but a civil problem where a number of actions or obligations outlined in the Deed have been implemented by the Commissioner of PT. ESG, as a form of professional responsibility, AYM, S.H., is willing to undergo an examination at the Riau Islands Regional Police.

To provide a strong legal foundation for business actors in Indonesia and to fulfill legal needs for business activities that can spur national development and guarantee legal certainty for business actors, in this case PT. It is absolutely necessary for ESG and notary publics to update legal instruments as the basis for legal instruments for entrepreneurs and notaries. The reform in question can be carried out from the perspective of Lawrence's legal system theory. M. Friedman covers structural aspects, namely institutions and mechanisms, material aspects, namely the regulation of authority and procedures/mechanisms, and cultural aspects, namely the aims and objectives of providing advice to entrepreneurs and

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<sup>9</sup> Roswita Sitompul et al., "The Role Of Notaries In Making Deeds Of Agreement To Buy And Sell Shop Houses In Deli Serdang Regency," *South East Asia Journal of Contemporary Business, Economics and Law* 26, no. 1 (2022): 360-62, <https://seajbel.com/wp-content/uploads/2023/09/SEAJBEL26.ISU1-910.pdf>.

<sup>10</sup> Habib Adjie, *Hukum Notaris Indonesia Tafsir Tematik Terhadap Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris* (Bandung: Refika Aditama, 2008), p. 49.

<sup>11</sup> Tommy Leonard, Azharuddin, and Wilbert, "Tinjauan Pelanggaran Kode Etik Notaris Kota Medan Menurut Perspektif Pengawasan Majelis Pengawas Daerah Notaris," *Jurnal Suara Hukum* 5, no. 2 (2023): 177-99, <https://doi.org/10.26740/jsh.v5n2.p177-199>.

notaries. Basically, legal development includes material development (material), institutional (structural) and cultural development (cultural).<sup>12</sup> When these factors interact with each other, legislation needs to be developed in an integrated, sustainable manner and with a global perspective.

## **B. Pembaharuan Peraturan Pelaksanaan Untuk Meminimalisir Pengendalian Perseroan Terbatas Di Luar Akuisisi**

Based on an analysis of the problems of PT. ESG as explained previously needs to be conveyed to entrepreneurs who will carry out sales of company assets or asset acquisitions, so it would be necessary to discuss the responsibilities of the Board of Directors in carrying out the acquisition of Company assets, as regulated in the provisions of Article 1 Paragraph (5) UUPT which confirms that the Board of Directors is "a company organ that has full power and responsibility to manage the company in accordance with the company's aims and objectives and for the interests of the company, as well as representing the company inside and outside the court". If there is a change to the articles of association, the sole shareholder's decision is only used by a notary. In such a position, the company's Directors have the task of running the company, including representing the company to carry out tasks in achieving the company's goals and objectives.<sup>13</sup> This is in line with the theory of fiduciary duties/fiduciary responsibility. The responsibilities of Directors can essentially cover private law and public law, in this case a Director may violate private law as well as public law. Directors must also pay attention to the principles of good corporate governance (guidelines for managing a good corporation). In line with the definition of PT based on the provisions of UUPT Article 1 Paragraph (1), the theory that is in accordance with the provisions of UUPT is the Organ Theory put forward by Otto Von Gierke, namely that PT is a legal subject created by law and is the bearer of the same rights and obligations as legal subjects of natural persons. However, PT as an artificial person requires an organ to achieve its goals and objectives.<sup>14</sup>

In connection with research conducted on PT. ESG is related to the existence of "control" within the company, it was discovered that there had been control at PT. ESG is outside the provisions of company control as intended in Article 1 Number 11 UUPT and also the control that occurs at PT. ESG is carried out outside of acquisitions as regulated in Article 125 Paragraph (3) of the Company Law. The control in question is the use of a Power of Attorney from the Main Directorate of PT. ESG to the Commissioner of PT. ESG which has received legislation from the Notary, is then used to carry out legal actions for and on behalf of PT. ESG. Mistakes in exercising control at PT. ESG continued with the actions of the Commissioner of PT. ESG went to a Notary to make a Deed of Sale and Purchase Agreement and Transfer of Rights for the only asset owned by PT. ESG without GMS approval. Actions taken by the Commissioner of PT. ESG of course conflicts with the provisions of Article 102 Paragraph (1) of the Company Law which requires a GMS as a mandatory condition for the transfer of PT ESG assets.

## **CONCLUSION**

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<sup>12</sup> Irawan Soerodjo, *Kepastian Hukum Hak Atas Tanah Di Indonesia* (Surabaya: Arkola, 2003), p. 91.

<sup>13</sup> Muhaldi, *Hukum Perusahaan: Bentuk-Bentuk Badan Usaha Di Indonesia* (Jakarta: Raja Grafindo Persada, 2017), p. 77.

<sup>14</sup> Mulyadi Nitisusastro, *Nitisusastro, Kewirausahaan Dan Manajemen Usaha Kecil* (Jakarta: Alfabeta, 2010), p. 88.

The first stage is control of limited liability companies which is contained in the provisions of Article 1 Number 11 and Article 125 Paragraph (3) of the Company Law, namely "Share Acquisition", in practice control of limited liability companies can be carried out without any Share Acquisition, so that the Aims and Objectives in the Articles of Association of the Deed of Establishment and also UUPT is not implemented by PT. ESG in carrying out its business activities. The second stage is the Deed of Establishment of PT. ESG is made at the request of the party(s), however, this does not mean that the Notary is not responsible for the contents or reasons for the deed. "It was the parties' wish to include that in the document. The Notary is obliged to carry out his position with full responsibility, including Moral Responsibility, Responsibility for the Code of Ethics, and Legal Responsibility, in this case the Notary has legalized the Power of Attorney of the President Director to the Commissioner to control PT. ESG Beyond Acquisitions. The third stage is the action of a Limited Liability Company which will transfer its assets as regulated in the provisions of Article 102 Paragraph 1 UUPT, where the mandatory condition for transferring assets is to request approval from the GMS, however this provision conflicts with the provisions of Article 102 Paragraph (4) UUPT, so that in practice it is found that the Power of Attorney is under the hand of the Director/Main Director to the Commissioner of PT. ESG is used as a legal basis by a Notary to issue a Deed of Sale and Purchase Agreement and Transfer of Rights (All Assets Owned by PT. ESG) without asking for GMS approval.

## REFERENCES

### *Journal Article*

- Heriyanti, Elvira Fitriyani Pakpahan, and Lenny Maria Aritonang. "Effectiveness of Registration of Micro And Small Business Limited Liability Companies After The Entry Into Force of Government Regulation Number 8 of 2021." *International Journal of Latin Notary* 2, no. 02 (2022): 152–58. <https://doi.org/10.61968/journal.v2i02.43>.
- Leonard, Tommy, Azharuddin, and Wilbert. "Tinjauan Pelanggaran Kode Etik Notaris Kota Medan Menurut Perspektif Pengawasan Majelis Pengawas Daerah Notaris." *Jurnal Suara Hukum* 5, no. 2 (2023): 177–99. <https://doi.org/10.26740/jsh.v5n2.p177-199>.
- Pakpahan, Elvira Fitriani, Tommy Leonard, and Syahrudin Nasution. "Juridic Analysis of Independent Company Establishment Post Government Regulation Number 8 Year 2021." *International Journal of Latin Notary* 1, no. 2 (2021): 150–57. <https://doi.org/10.61968/journal.v1i2.29>.
- Pramono, Ardhiya Ega, Azharuddin, Heriyanti, Willy Tanjaya, and Elvira Fitriyani Pakpahan. "Responsibility of Notary For Unlawful Action In Annulment of Selling Authority." *International Journal of Business, Economics and Law* 24, no. 3 (2021): 201–5. <https://ijbel.com/wp-content/uploads/2021/08/IJBEL24-635.pdf>.
- Sitompul, Roswita, Willy Tanjaya, Kartina Pakpahan, and Gio Vanny Listanio. "The Role Of Notaries In Making Deeds Of Agreement To Buy And Sell Shop Houses In Deli Serdang Regency." *South East Asia Journal of Contemporary Business, Economics and Law* 26, no. 1 (2022): 360–62. <https://seajbel.com/wp-content/uploads/2023/09/SEAJBEL26.ISU1-910.pdf>.

## **Book**

- Adjie, Habib. *Hukum Notaris Indonesia Tafsir Tematik Terhadap Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris*. Bandung: Refika Aditama, 2008.
- Asyhadie, H. Zaeni, and Budi Sutrisno. *Hukum Perusahaan Dan Kepailitan*. Jakarta: Erlangga Press, 2012.
- Fuady, Munir. *Hukum Perusahaan Dalam Paradigma Hukum Bisnis*. Bandung: Citra Aditya Bakti, 1999.
- Muhaldi. *Hukum Perusahaan: Bentuk-Bentuk Badan Usaha Di Indonesia*. Jakarta: Raja Grafindo Persada, 2017.
- Muhammad, Abdulkadir. *Hukum Perusahaan Indonesia*. Bandung: Citra Aditya Bakti, 1999.
- Nitisusastro, Mulyadi. *Nitisusastro, Kewirausahaan Dan Manajemen Usaha Kecil*. Jakarta: Alfabeta, 2010.
- Soerodjo, Irawan. *Kepastian Hukum Hak Atas Tanah Di Indonesia*. Surabaya: Arkola, 2003.
- Supramono, Gatot. *Hukum Perseroan Terbatas*. Jakarta: Djambatan, 2009.
- Yani, Ahmad, and Gunawan Widjaja. *Perseroan Terbatas*. Jakarta: Raja Grafindo Persada, 2003.

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