



## The Legal Concept of Changing the Status of a Legal Entity from a Commanditaire Vennootschap (Limited Partnership) to a Limited Liability Company

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Published Online: February 02, 2023

### ABSTRACT

There is no detailed legal concept regarding CV, especially when businesses want to change CV to LLC, including the deed of the changing of CV to LLC and the authority of each ally. CV regulations are still guided by the Commercial Code and Civil Code, while technical regulations refer to MoLHR Number 17 of 2018. The research indicates that while the LLC establishment deed contains a statement that all assets and liabilities of the dissolved CV become the authorized capital of the LLC, the CV dissolution deed contains a statement that the CV is declared dissolved and transferred to a LLC. Additionally, the legal concept of CV needs to be governed by a separate law, so the government must review and assess the 2018 Draft Law on Legal Plans of Business Entities, which needs to incorporate provisions for CV continuity into the CVR concept adopted from the Dutch Draft Law on Legal Plans of Partnership and CV to LLC. Through a qualitative research approach called normative juridical with a statutory approach and a comparative approach, the research aims to reconstruct and identify the legal concept of changing CV to LLC in the Netherlands in comparison to the Nieuw Burgerlijk Wetboek and the Draft Law on Legal Plan of Partnership.

### Keywords:

Legal Concept, Changing, Limited Partnership, Limited Liability Company

### I. INTRODUCTION

The rapid improvement of infrastructure and public facilities has led to the opening of high business opportunities with the establishment of business entities, especially Micro, Small and Medium Enterprises (hereinafter referred to as MSMEs) as an effort to develop the national economy. Advances in technology and science as Efficiency-Driven Economics have led to economic growth in terms of innovation-based entrepreneurship with technological efficiency, especially the existence of a limited partnership (hereinafter referred to as CV) is in great demand by business actors because business operations and registration of establishment are easy, flexible and practical. However, CV regulations are still limited to the Commercial Code and the

Civil Code, while the Minister of Law and Human Rights Regulation No. 17/2018 on the Registration of Commodity Partnerships, Firm Partnerships, and Civil Partnerships applies. The legal concept of a CV has been regulated based on Articles 19 to 21 of the Commercial Code, while other provisions that have not been regulated for CVs are grouped in the regulation of firms from Articles 16 to 35 of the Commercial Code. This shows that a CV is a special form of a firm, due to the presence of committal allies (while in a firm there are only complementary allies), so there needs to be a separate, specialized regulation that contains the limitations of the characteristics of CVs and firms that will provide legal certainty for businesses.

When a CV has developed, generally business actors want to make changes to business activities to improve for the better, generally, business actors want to change the status of the CV legal entity to LLC. However, the limitations of CV regulations in the KUHD, Civil Code, and Minister of Law and Human Rights Regulation No. 17/2018 cause a legal vacuum for the change of CV to LLC, so it is necessary to have a regulatory concept as a legal basis and mechanism for changing CV to LLC. This will also cause legal consequences

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*\*Cite this Article: Dhifa Nadhira Syadzwin, Dyah Ochterina Susanti, Rahmadi Indra Tektona (2023). The Legal Concept of Changing the Status of a Legal Entity from a Commanditaire Vennootschap (Limited Partnership) to a Limited Liability Company. International Journal of Social Science and Education Research Studies, 3(2), 212-224*

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for CV allies because of the change of CV to LLC there will be differences in the management and management of the company seen from the company's organizational structure. When using CV assets as capital for the establishment of a LLC, there will be a different concept of corporate responsibility in terms of legal, economic, and operational specialization, this affects the transfer of company assets in the change of CV to LLC because CV assets are united with personal assets while LLC assets separate personal and company assets.

The management structure of a CV company is known from the existence of complementary allies and committal allies as company organs according to Article 19 and Article 20 of the KUHD, while a LLC has a General Meeting of Shareholders (GMS), Directors, and Commissioners according to Article 1 point 2 of Law Number 40 of the Year concerning Limited Liability Companies. The weakness of CV is that all management and management of the company is carried out by the complementary allies so that full responsibility is given to the complementary allies while the allies are limited to the amount of *inbreng* value entered in the CV, this can lead to conflicts of interest between them, on the other hand, the responsibility of LLC is limited, when business actors want to change the status of the CV legal entity to LLC, this reason will be taken into consideration in the transition process.

The development of Indonesia's history as a Dutch colony affects the regulations that apply in Indonesia. Until now, Indonesia's provisions related to business are still guided by the provisions of Dutch heritage law, especially the Commercial Code and Civil Code based on Article I of the transitional rules of the 1945 Constitution of the Republic of Indonesia and Article 1 of the Commercial Code as the principle of concordance which states that all provisions that have not been regulated by new regulations according to the Constitution shall continue to apply the previous provisions. This means that all provisions that have not been regulated in the Commercial Code regarding the business sector will be carried out as the Civil Code because the Civil Code applies to provisions that are not specifically regulated by separate regulations. Both Indonesia and the Netherlands have undergone various changes in legislation in line with the times, including the provisions of trade law in relation to changes in the status of CV legal entities to LLC. In 2018, the Indonesian government has prepared an Academic Paper on the Draft Law on Legal Plan of Business Entities (hereinafter referred to as the Legal Plan of Business Entity) which contains the concept of partnership (especially CV), Meanwhile, in the Netherlands, the Burgerlijk Wetboek applies which has undergone several changes and has been updated to become the Nieuw Burgerlijk Wetboek (hereinafter referred to as NBW) as an effort to modernize the rearrangement of civil law and trade law regulations in which it codifies the Burgerlijk Wetboek and Wetboek van

Koophandel, which each country aims to realize legal expediency efforts as a fulfillment of community needs, especially in the business sector in relation to the change of CV to LLC.

Notaries are authorized to make authentic deeds as authorized public officials according to Article 15 of Law Number 30 of 2004 which has been amended by Law Number 2014 concerning the Notary Position (hereinafter referred to as UUJN), besides that they are obliged to provide services to the public who want to make authentic deeds by paying attention to the social function in confirming the wishes of the parties so that the authentic deed can provide legal certainty for the parties. The change in the status of a CV legal entity to a LLC causes legal consequences to the deed clause that will be stated in the Notary's authentic deed as a statement of the change in the status of CV to LLC as a new legal entity, so that the deed clause stated must be done clearly, clearly and firmly to state that there is a change in CV to LLC to provide legal certainty for the parties.

## II. LEGAL ISSUES

Based on this description, the formulation of the problem to be studied related to the legal concept of changing the status of a legal entity of a limited partnership into a limited liability company is:

1. How is the process of dissolution of a limited partnership and the establishment of a limited liability company in a deed of amendment?
2. What is the authority and responsibility of allies to change the status of a legal entity of a limited partnership into a limited liability company?

## III. LITERATUR REVIEW

### Legal Utility

According to Gustav Radburch, the intent behind the law must include fairness, efficiency, and certainty (Erwin, 2012). According to John Stuart Mill, "*an action are right in proportion as they tend to promote happiness, and wrong as they tend to promote the reverse of happiness.*" (Muliawan, 2016). Legal certainty makes society more aware of the boundaries of acceptable behavior, whereas legal utility results in the establishment of rules by the authorities that should have supplied the society with the greatest prosperity and happiness. John Stuart Mill evaluates happiness and sadness in order to quantify legal expediency as a measure of happiness. Self-happiness is attained as a measurement of social disparity, which leads to happiness for many people. John Stuart Mill's viewpoint can be used to understand the following points, the concept of utility is when right activities strive to help justice and wrong actions aim to encourage evil; there are two (two) principles of happiness: ultimate bliss and transient happiness. Happiness is a choice; Each person's duty in hedonistic behavior is to act in ways that are beneficial to both their own and the interests of many others; and there is

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a standardization of happiness for each person based on their commitment to finding happiness and their understanding of the significance of the happiness they aspire to. (Saepullah, 2020).

According to John Stuart Mill's thesis, there are two types of happiness that can be used to evaluate legal utility: transient happiness and permanent happiness. The legal utility attained by the human desire to want happiness, which can be realized by reciprocating other actions, can be evaluated to show the theory's qualitative flaws. That is, a moral rule can be broken as long as the happiness that results from doing so is deemed to be at least as good as breaching the law. In general, happiness is evaluated qualitatively because it is impossible to assess happiness and benefits fairly for each individual. As a result, it is each person's responsibility to make the decision that will best serve the legal objectives, which include promoting happiness for a large number of people. The principle of John Stuart Mill's thought is then explained by Tim Mulgan, that the principle of legal utility comes from experience and the fact that everyone wants happiness, so a competent judge will choose a pleasure that is of higher benefit than a pleasure that is of low benefit to others (Effendi & Susanti, 2021). Happiness that is measured qualitatively is based on the human ability to find their own happiness, so that the pleasure obtained is a sense of pleasure that is of high quality and valuable to each individual.

### **Legal Concepts of CV and LLC**

According to Article 19 of the KUHD, a limited partnership is a company that runs a business activity with one or more founders with joint and several liabilities for one or more people as a releaser of money to the other party. CV is a partnership that runs a business with founders consisting of active allies and passive allies (Wijayanta & Widyaningsih, 2007). Complementary allies are active allies who manage the running of the company and perform legal actions with third parties, so there is no separation of assets between company assets and personal assets, while committal allies are passive allies who provide capital to finance the company's operations so that the company's profits and losses are borne to a limited extent according to the capital included in the CV. However, complementary allies and committal allies are still responsible for profits and losses because each ally has provided *inbreng* (money, goods, or labor) for joint operational costs.

The regulation of CVs is included in the regulation of firms, which is regulated in Articles 19 to 21 of the KUHD and between Articles 16 to 35 of the Commercial Code. The provisions of a CV are limited, so the establishment of a CV is equated with the establishment of a firm, namely in Article 22 of the KUHD which must be stated in the form of an authentic deed, but if it is stated in the form of a deed under hand, it will not affect the legal relationship with third parties. The difference between a firm and a CV can be seen from the

presence of committal allies or passive allies in a CV because in a firm there are only complementary allies who manage the running of the company and have legal relations with third parties. In addition, in a firm, it is emphasized that the establishment of business activities uses a joint name, while the establishment of CV business activities is related to the type of business.

The procedure for registering the establishment of a CV is carried out as in the provisions of the KUHD and Law Number 3 Year 1982. The founder of CV must register the authentic deed of CV establishment with the Registrar of the authorized District Court (domicile of CV establishment), and must announce the authentic deed of CV establishment in the State Gazette of the Republic of Indonesia as stipulated in Article 23 Commercial Code to Article 28 Commercial Code. Regarding the content of the announcement of the establishment of a CV, it contains matters relating to the CV such as the identity of the founders of the CV as in the relevant Identity Card as well as the appointment of complementary allies and commanditer allies, the name of the CV according to the agreement of the founders, the date of establishment and validity of the CV and the field of business activities used by the CV. Some other elements contained in the announcement of the establishment of a CV as in Article 26 of the Commercial Code are information on the type of CV (general or special); Identity of the allies signing the agreement on behalf of the CV; Date of registration of the CV deed of establishment at the local District Court; CV cash specifically for third parties as collectors (responsibility of allies for CV assets and personal assets); Other clauses relating to third parties; and Expulsion of allies from their authority to act on behalf of the CV. (Mulhadi, 2010).

Since the Minister of Law and Human Rights Regulation Number 17 of 2018 (MOLHR Number 17 of 2018) is the implementation of regulatory arrangements that start to use all aspects of activities online, it is stated that the provisions regarding the registration of partnerships (CV, Firm, and civil partnerships) are regulated in ministerial regulations. MOLHR Number 17 of 2018 is an implementer of Government Regulation Number 24 of 2018. Technical modifications have been made in the registration of CV establishments since Permenkumham Number 17 of 2018 came into being. Specifically, whereas CV registration was formerly done through the District Court, it is now done electronically to the MOLHR through SABU (Business Entity Administration System) (Indriati, 2019). Furthermore, according to Article 5 of the MOLHR Number 17 of 2018, a name must be reserved for the CV that is to be established, and according to Article 9 and Article 10 paragraph (2) of MOLHR Number 17 of 2018 that the maximum period for registering the establishment of a CV is 60 (sixty) days after the CV deed of establishment is signed.

The regulation on LLC during the enactment of Commercial Code is limited to only 21 Articles, so that all

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provisions that have not been regulated in Commercial Code will be carried out as the Civil Code, it is stated that the Civil Code also applies to matters regulated by Commercial Code as long as it is not specifically regulated in Commercial Code (according to Article 1 Commercial Code and Article II Transitional Rules). Technological and economic developments in the world entering the 20th century which increased rapidly led to the need for new regulations that are more dynamic and flexible as a form of adjustment to the times. Especially in the field of business, business activities have begun to be intensified by the community, so that regulations are needed that are able to protect, accommodate, provide certainty and legal benefits for the community to legalize business activities in Indonesia. The provisions of Law No. 1 of 1995 on Limited Liability Companies are deemed insufficient to facilitate the business activities of the community, so Law No. 1 of 1995 was revoked and replaced by Law No. 40 of 2007 on Limited Liability Companies.

According to the general explanation of Law No. 40 of 2007, the reason for the revocation and declaration of the inapplicability of Law No. 1 of 1995 is that the economic situation, science, and technology have developed so fast that it increases the demand for more effective and efficient services and legal certainty with the principles of Good Corporate Governance, as a form of improvement of Law No. 1 of 1995. Law Number 40 of 2007 then regulates new provisions regarding the submission of applications and granting of legal entity status authorization and approval of amendments to the articles of association, as well as the submission and receipt of notifications of amendments to the articles of association or other data changes carried out electronically with the Legal Entity Administration System. In principle, several provisions are simplified to make it easier for the public, such as the simplification of the articles of association of LLC, the process of submission to notification is carried out electronically through LEAS, the existence of a General Meeting of Shareholders (hereinafter referred to as GMS) which is carried out by teleconference, and the announcement of the company's articles of association regarding the establishment and amendment of the articles of association which was previously carried out by a Notary is now carried out by the Minister.

### Concept of Notary Authority

The term public official is found in Article 1 of the Notary Position Regulation (hereinafter PJJN) as *Openbare Ambtenaren*. N. G. Yudara argues that public officials are state organs authorized to exercise some state powers, especially in the making of written evidence in the form of authentic deeds. (Anand, 2014). The notary is a public official appointed by the government, including law enforcement elements that provide services to the public. (Gandasubrata, 1998). Notaries can be said to be public officials because they are officials who are given the power and authority by the state to make authentic deeds as perfect evidentiary power in

the context of public services. An authority is a power that is formalized in society towards a field of government. (Marbun, 2015). H.D Van Wijk revealed that the source of authority is divided into 3 (three), namely attribution, delegation, and mandate. (HR, 2016). Attribution is the delegation of authority by law to a government organ through a policy set out in legislation and implemented with new authority so that the recipient of attribution authority can create or expand authority with the responsibility for implementation fully attributed to the recipient of the authority. Delegation authority is the delegation of existing authority (derived from attribution authority), from one government organ to another. Delegation authority must be preceded by attribution authority, with the delegation of authority not full, so it does not form a new policy and the delegatee cannot create authority, juridical responsibility is not attached to the delegator but to the delegatee. Mandate authority is a task from the mandator to the mandate recipient to exercise authority on behalf of the mandator if the government organ grants and allows the exercise of authority to be carried out by another person with a record of authority based on the government organ. The juridical responsibility remains with the mandator because the mandate recipient only carries out orders on behalf of the mandator.

Based on this, the source of the Notary's authority as a public official is the authority of attribution, because the authority of the Notary is regulated directly by the UUJN on civil agreements to serve the public interest. The function of a Notary as a public official is basically as in Article 15 of the UUJN, which is to make an authentic deed of an agreement, action, or stipulation as desired by the parties and laws and regulations, to ensure legal certainty and provide a sense of trust and security for the community. Notaries organize constative statements, information, and the will of the parties with a neutral and impartial position to be stated in an authentic deed so that legal relations and legal acts of the community are guaranteed legality, have authenticity value, and realize legal certainty. In addition to the function of the Notary to find the law by making an authentic deed, the social function of the Notary as a public official has a separate position and position, the Notary must maintain the dignity of his position by complying with the provisions of laws and regulations, especially the UUJN and the Notary Code of Ethics so that the quality of public services according to law and professional ethics can provide legal certainty and trust in the community.

### IV. RESEARCH METHOD

The type of research used is normative juridical, with a statutory approach and a comparative approach to legislation in the Netherlands and Indonesia. The legal materials used are primary legal materials, secondary legal materials and non-legal materials, which are collected by literature study method and analyzed by deductive analysis method.

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## V. DISCUSSION

### 1. Process of Dissolution of Limited Partnership (CV) and Establishment of Limited Liability Company (LLC) in Deed of Amendment

The Nieuw Burgerlijk Wetboek is the result of the creation and updating of BW provisions in the Netherlands (hereinafter referred to as NBW). This reform attempts to update and restructure the civil law that has been evolving for 150 (one hundred and fifty) years based on BW and Wetboek van Koopandhel (hereafter WvK) into 1 (one) integrated code or rule including civil law, trade law, and codifying court decisions. The re-codification of BW was started in 1947 by E.M. Meijers by producing 9 (Nine) books, namely Book 1 (one) on Law Persons and Family Law (law of persons and families, including marital property), Book 2 (two) on Legal Persons (legal entities LLC, associations, foundations), Book 3 (three) on Patrimonial Law in General (inheritance law), Book 4 (four) on Law of Succession (law of transfer of ownership), Book 5 on Property and Real Rights, Book 6 on General Part of the Law of Obligations, Book 7 on Special Contracts, Book 8 on Law of Transports, and Book 9 on Law of Products of the Mind (Hartkamp, 1990). The latest edition of the NBW consists of 10 (ten) books which are described as follows :

Book 1 (one) : Family Law and the Law of Persons, regulating family law and the law of persons, consists of 20 (twenty) Chapters.

Book 2 (two) : Legal Persons, regulating legal persons, consists of 9 (nine) Chapters.

Book 3 (three) : The Law of Property, Proprietary Rights and Interests, consisting of 11 (eleven) Chapters.

Book 4 (four) : The Law of Succession (Inheritance Law), regulates the law of inheritance, consisting of 6 (six) Chapters.

Book 5 (five) : Real Property Rights (Rights in Rem), regulates the law of property rights, consisting of 9 (nine) Chapters.

Book 6 (six) : General Part of the Law of Obligations (obligations and contracts), regulates the law of obligations in general, consisting of 5 Chapters.

Book 7 (seven) : Special Contract, regulates the general provisions of special agreements, consisting of 18 Chapters.

Book 7A (seven a) : Special Contract, regulates special agreements, especially partnership (not yet enacted because it is in the process of renewal).

Book 8 (eight) : Transport Law and Means of Transport, regulating transport law and modes of transportation, consists of 20 (twenty) Chapters.

Book 9 (Nine) : Intellectual Property, regulates the law of Intellectual Property Rights (this provision has not yet been enacted, so it is still guided by separate laws and court decisions related to intellectual property).

Book 10 (Ten) : International Private Law, regulating international civil law, consists of

15 (fifteen) chapters. (Warendorf, 2009).

The provisions of Book 7 (seven) which regulate special agreements, several titles including title 7.13 which regulates commercial partnership agreements (partnership agreements) contain provisions on partnerships until now, the process of separation from Book 7 is still being carried out, which is temporarily moved to Book 7A with Title 7A.9 in line with the renewal process with the *Wetsvoorstel Personenvennootschap* (Draft Law on Legal Plan of Partnership, hereinafter referred to as the Legal Plan of Partnership), this aims to revise the provisions of civil partnership, firm partnership, and limited partnership. The content of the Legal Plan of Partnership is divided into 4 parts (general provisions, obligations of each ally, obligations of allies to third parties, and dissolution of allies), which consists of 7 (seven) discussions, namely general provisions, input or inbreng, complementary allies (general partners), profits and obligations of allies, dissolution, and continuity of the partnership, liquidation, and division of assets, and how to obtain and register the status of a legal entity including changes. Part I (first) discusses the definition of partnership, which is a contractual agreement between 2 (two) or more people who bind themselves to each other for a common purpose in obtaining and sharing the benefits of their agreement, as well as the types of partnership based on Article 1655 Book 7A NBW.

According to Article 1659 Book 7A NBW, a partnership in the provisions of NBW is classified into general partnership or special partnership. Part II (second) regarding the obligations of allies, it is stated that the partnership is declared effective after the contract is signed if the contract does not specify otherwise as in Article 1660 of Book 7A NBW. According to Article 1662 of Book 7A NBW, contributions or inbreng that can be made by allies can be in the form of money, labor, goods or ownership rights. The obligations of the management allies (complementary allies) are determined in the agreement, especially in terms of responsibility for managing the partnership and actions related to administration, if no specific duties and responsibilities are determined which indicate that the management allies cannot take actions without the permission and involvement of other allies, then each ally is authorized to take actions related to the administration of the partnership, regulated in Article 1673 and Article 1674 of Book 7A NBW.

Part III (third) regarding the liability of allies to third parties, it is stated that the allies are not liable for all debts of the partnership and an ally is not authorized to bind another ally in liability for all debts, unless authorized to do so, regulated in Article 1679 of Book 7A NBW. Part IV (fourth) regarding the dissolution of an alliance according to Article 1683 of Book 7A NBW is carried out for reasons such as the expiration of the term of the agreement; when the goods of

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the alliance are destroyed or the purpose of the alliance has been achieved; the dismissal of an ally who is notified to the other allies, the will of the allies; and one of the allies dies, is under guardianship, or the alliance is bankrupt. Lastly, regarding Title 3 (three) on general and limited partnership, general partnership is a partnership that aims to run the partnership business under a joint name, each ally has the right to act on behalf of and for the benefit of the partnership such as entering into agreements with third parties, the complementary allies are each responsible for the management of the company, whose obligations are divided into certain matters as in Article 16 and Article 18 of the BW Commercial Code.

Registration of general partnership and limited partnership must be made in an authentic deed notarially (although if it is not made in an authentic deed, it cannot be sued against third parties) in the trade register, for limited partnership (CV) the identity of the limited partners must not be disclosed. Registration of the establishment of a CV (limited partnership) requires the use of an authentic deed containing the provisions of complementary allies and limited partners with their respective duties and obligations, the inbreng contributions made to the CV (money, goods, or labor) including the capital of the CV (although there is no minimum capital requirement), provisions for the distribution of profits and losses, provisions for the dissolution of the CV especially in the event of the death of one of the allies, as well as the legal consequences of violating the obligations of the allies (including the method of settlement), which are recorded in the Dutch Business Register maintained by KvK. (Anon., 2022). Upon dissolution of a CV, it is possible to include a partnership takeover clause in the CV deed of establishment, so that the remaining allies can continue the business by finding new allies or making the CV business an individual company. When dissolving the CV, the allies are obliged to pay off the CV's debts to third parties and divide the remaining profits for each ally in accordance with the proportional input. The most important thing to note in the process of dissolving a CV in the Netherlands is to review the agreement, in this case the deed of establishment of the CV, because it contains information on the distribution of profits and losses when the CV is dissolved. When the allies have agreed to dissolve the CV, the CV must be deregistered by completing Form 17a on Dissolution of a company, legal entity or partnership. The procedure for dissolving a CV is done by Check the agreements with your partners; Dissolving the CV; Check the financial consequences; Inform your staff and customers; Dismissing staff; Deregister limited partnership from the Business Register; Submit and pay final VAT and income tax returns; Canceling business bank accounts, permits for business, business insurance, domain names, and ongoing contracts; and Keep your records (Anon., 2022). Regarding the change of a CV into an LLC in the Netherlands, the current NBW provisions are still in the

process of being updated in Book 7A of the NBW and the Legal Plan of Partnership. The Dutch provisions so far only facilitate the change of company as follows :

- a. Individual companies become firms, civil partnerships (maatschap), or CVs.
- b. Individual companies, firms and maatschap become CV or BV (Closed LLC).
- c. Incorporating new allies in a firm or maatschap.
- d. Continuing the company in the form of an individual company after the other allies in the maatschap and firm resign or pass away. (Anon., 2022).

This condition of company change requires businesses to calculate *stakingswinst* (termination profit, which is the difference between the company's book value and its actual value at the time of transfer or termination of the company), and pay income tax on the termination profit. However, under certain conditions as in letters a, c and d, it is not necessary to pay tax so that all profits and losses of the company go to the new company, and business actors may not sell any shares for 3 (three) years (Anon., 2022). The Dutch provision considers that a change in the legal form of the company constitutes a cessation of business activity so there is a need for balance and fixity in the preparation of the company's balance sheet. Whereas in the conditions as letter b, a notarial deed signed by the parties is required, provided that the establishment of NV or BV as a legal entity is the period of the commencement of new company activities (based on the NV deed of establishment or BV deed of establishment), regarding tax payments will be examined by the Dutch Tax and Customs Administration after the business actors register the establishment of their new company in the Dutch Business Register. Regarding the provision of transfer of assets, it can use the tax claim transfer scheme for 1 (one) or more assets or all assets of the previous company that are transferred to the new company, but this needs to be double-checked by the Dutch Tax and Customs Administration. Registration of the establishment of an LLC in the Netherlands, in this case an NV, requires a notarial deed, namely the deed of establishment of the NV (and the articles of association of the NV) which is then registered in the Dutch Business Register through KvK (filling out form 3). NV is a legal entity, so the authority of the Director is limited because he is not responsible for all debts of the NV, but as in the provisions of LLC in Indonesia, there are exceptions, namely if it is found that the Director is responsible for the negligence or fault of the Director on behalf of the NV, or if the NV has not been registered in the Dutch Business Register, while the shareholders are only responsible for the amount of shares in the NV. Business actors can start NV business before the NV is established within the period of NV registration in the Dutch Business Register, in this condition, the NV deed of establishment must contain the person in charge of the NV because in the system it will appear as NV in formation (NV in oprichting), so that the legal actions of the person in charge

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of the NV during this period until the NV is registered in the Dutch Business Register system will be borne personally.

For companies in the form of BV, similar to NV, a notarial deed is required, namely the deed of establishment of the BV (including the articles of association of the BV) which is then registered in the Dutch Business Register through KvK (filling out form 3), business actors can also start BV business before the authorization of BV registration, as long as the BV has been registered in the Dutch Business Register at KvK, the deed of establishment must contain the person in charge of the BV because it will be called BV io (BV in oprichting). As a legal entity like an NV, the director of the BV is not personally liable for the debts of the BV to third parties, unless there are errors and omissions of the director of the BV in managing the company, such as failing to pay BV taxes, failing to prepare and file annual reports or entering into agreements that are knowingly known to be potentially harmful to the finances of the BV. Provisions for the change of CV to LLC (in this case NV or BV) have not been facilitated, but the change of CV to NV or BV can be possible, so the drafting of the Dutch Legal Plan of Partnership is carried out. (Anon., 2022). So, it can be seen that the provisions for changing a CV into an LLC (NV or BV) which have been carried out in the Netherlands are by dissolving the CV first and canceling the CV in the Dutch Business Register, then being able to register a new company in the form of an NV or BV. The Legal Plan of Partnership, which is still being drafted, was proposed by Van de Grinten based on Book 7.13 NBW which is divided into 8 (eight) sections, namely:

1. Section 1 (one) contains the general provisions of the partnership;
2. Section 2 (two) contains the entry or inbreng;
3. Section 3 (three) contains the authority to act internally and externally by the management;
4. Section 4 (four) contains the distribution of profits and obligations of the allies;
5. Section 5 (five) contains the dissolution and continuity of the partnership;
6. Section 6 (six) contains liquidation and distribution of assets of the partnership;
7. Section 7 (seven) contains the procedures for registration, amendment and ratification of the status of the partnership into a legal entity status;
8. Section 8 (eight) contains provisions on limited partnership; (Dewi, 2016)

Yetty Komalasari mentioned that the form of partnership companies based on the Dutch Legal Plan of Partnership can be divided into open or open partnership companies (*openbare personenvennootschap* hereinafter referred to as OV) and closed partnership companies (*stille personenvennootschap*) (Dewi, 2016). The Legal Plan of Partnership basically regulates 3 (three) different forms of partnership, namely *Stille personenvennootschap* (closed partnership); *Openbare personenvennootschap* (OV consists

of general partnership and limited partnership without legal entity); *Openbare Vennootschap met Rechtspersoonlijkheid* (OVR consists of general partnership and limited partnership with legal entity). (Anon., 2022). The purpose of drafting the Legal Plan of Partnership is to facilitate businesses in starting, continuing and ending their business with a more modern legal framework in partnership. The provisions of the NBW so far are still insufficient to provide for the internal relations of the allies and the external relations of the allies with third parties, so the drafting of the Legal Plan of Partnership can provide clear, definite and simple regulations that will protect allies and third parties (Anon., 2022). Firms and limited partnership in the old form will disappear and be replaced by the new partnership classification, while limited partnership (CV) will remain only further classified as Business Entity CV and Legal Entity CV.

The trade name must be written with the final name OVR while for CVs it applies with the final name CVR, in this case the registration is also still registered in the Dutch Business Register by KvK by containing the provisions set out in the deed, namely the statement that the partnership company is a legal entity, the trade name and domicile of the partnership, the provision of power of attorney, the provision of profit or loss sharing, the provision regarding the dissolution or continuation of the partnership, including the resignation of the ally. (Anon., 2022). The Legal Plan of Partnership provides for the possibility of changing OV to OVR (also applies to CV to CVR) and vice versa, OVR to OV (also applies to CVR to CV). In addition, the legal plan allows for a change from OVR (also applicable to CVR) to BV provided that there needs to be an agreement of the allies set out in a Notarial deed on the statement of the change, including the articles of association and establishment of BV and provisions regarding the transfer of OVR/CVR assets to BV as well as the number of shares to be acquired by each ally, as well as the legal authority to change to BV which requires a statement of no objection from the allies and a public accountant's statement on the financial statements of OVR/CVR in the process of changing to BV according to Article 7.834 BW. For contracts with third parties relating to OVR/CVR's debts, a notarized deed is required stating that BV undertakes to assume all of OVR/CVR's previous debt obligations. Changes can also be made with BV to OVR/CVR which requires a decision of the majority of shareholders to approve the change of legal entity which is then stated in a Notarial deed, containing BV assets both assets and liabilities, and legal authority for changes in the legal entity, then canceling the Dutch Business Register and publishing a national daily newspaper according to Article 7835 BW.

The emergence of the Draft Law on Legal Plan of Business Entity is the role of the Indonesian government in realizing national economic development. The Draft Law for the Legal Plan of Business Entity began in 2018 with the preparation of the Academic Paper of the Legal Plan of

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Business Entity, then in 2019 a review of the Academic Paper was carried out and then proposed to the House of Representatives (DPR) in the 2020-2024 Prolegnas by the government on December 17, 2019 (Anon., 2022). Then on January 27, 2022, the Directorate of Legislation Drafting has conducted a coordination meeting on the follow-up to the establishment of the Legal Plan of Business Entity virtually through video conference (Anon., 2022). Previously, in the 2015 - 2019 National Legislation, the Legal Plan on Civil Partnership, Firm Partnership and Commander Partnership had been submitted, but there was no follow-up, so it was re-submitted in the 2020-2024 National Legislation together with the Legal Plan of Business Entity which both had received registered status on December 8, 2022 (Anon., 2022). The background of the need for the Legal Plan of Business Entity is primarily regulatory reform, as new businesses, which are increasing, require simplification and adjustment regarding the establishment of business entities, registration of business entities, internal legal relations and external relations of company organs, announcement of business entity authorization, supervision of business entities, as well as provisions for the dissolution of business entities.

Based on the comparison of the Legal Plan of Partnership and the Draft Law on Legal Plan of Business Entity between the Netherlands and Indonesia, it can be seen that :

1. The Dutch and Indonesian provisions on partnerships are still guided by their respective Civil Codes, the Netherlands with the NBW while Indonesia with the Commercial Code and the Civil Code. The known forms of partnership are still the same, namely maatschap (civil partnership), firm (VoF), and CV, but through the Legal Plan of Partnership, the Netherlands has started simplifying the form of partnership with closed partnership, OV / CV without legal entity, and OVR / CV (with legal entity status), while Indonesia is still in the form of maatschap, firm and CV partnership.
2. The Dutch provisions through the Legal Plan of Partnership have begun to open space for partnerships to become legal entities, namely OV / CV to OVR / CVR or OVR / CVR to BV, this aims to provide a clear status regarding company assets and personal assets so that creditors or third parties cannot claim the assets of the allies more than what has been invested (unless the debt has not been fulfilled, they can claim liability), so that the payment of allied debts has legal certainty. Meanwhile, Indonesia still stipulates that the legal status of an alliance is included in a company that is not a legal entity, but through the Draft Law on Legal Plan of Business Entity, it is hoped that there will be concepts and provisions for the status of a legal entity for an alliance like the Netherlands such

as the legal consequences of changes and transfers, as well as in terms of administration, namely government approval, registration, ratification, and announcement to help clarify the ownership status of the alliance's assets and provide easy facilities in transferring ownership of the alliance to a legal entity.

3. Through the provisions of the Netherlands with NBW and the Legal Plan of Partnership, it can be seen that a partnership company with the status of a legal entity will not be related to the liability of the allies in it because the liability is still borne personally and borne jointly and severally by the amount of inbreng entered by each ally, except in the event that there are mistakes and negligence in the allies (especially the commanditer allies) who carry out the management of the company. This rule can actually be incorporated into the idea of continuity of alliances in the Draft Law on Legal Plan of Business Entities, particularly CVs from non-legal entities to legal entities, which will be more advantageous because the company and personal assets are separated, making it easier for management allies to manage the company, preventing conflicts of interest with other allies, and lowering business risks because it creates more opportunities for business.
4. Dutch provisions regarding the registration of establishment, authorization, and dissolution of partnerships (or legal entities) are carried out in 1 (one) system, which is related to the Dutch Business Register managed by KvK, while in Indonesia there are 2 (two) systems, namely SABH for legal entities and SABU for Business Entities that are not legal entities, This means that in the Netherlands all administrative provisions regarding registration of establishment, changes in company data, and dissolution of companies are carried out in 1 (one) system only, namely the Dutch Business Regular, in my opinion it is appropriate for Indonesia to have 2 (two) different systems between Business Entities and Legal Entities so that they are not mixed up. When faced with the condition that there is a change in CV to LLC, if referring to the Dutch provisions, the CV is dissolved first (cancellation or deregister company in the Dutch Business Regular) by filling out the dissolution form by submitting the deed of dissolution, then the company's assets are cleaned up when it has been completed then it can establish a new company, namely CVR, this provision also applies to changes in CVR to BV. The Draft Law on Legal Plan of Business Entities can include this concept, in the event that it occurs in 2 (two) different systems, then the change of CV to LLC can



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be carried out first (along with the deed of dissolution and clearing of CV assets), then cancel the CV name in the SABU system so that the CV name can be used by other business actors, then establish an LLC (but the LLC in question must be a Closed LLC because it is equated with BV in Dutch provisions) as stipulated in the legislation through SABH, with the condition that within a certain period of time the CV business actors who have dissolved must keep all matters relating to the CV (as stipulated in the Netherlands, business actors must keep data on dissolved CVs for 7 (seven) years so that the legal certainty of the dissolved and new companies is guaranteed).

The following will summarize the provisions that need to be contained in the Legal Plan of Business Entity related to CVs based on the Draft Law on Business Entity and the concept of CVR legal entity in the Legal Plan of Partnership :

1. Definitions or notions in Chapter I General Provisions Article 1 regarding a limited liability partnership (Commanditaire Vennootschap), complementary allies and limited liability partners, Branch, Representative Office, Business location (this can be adopted from the provisions of the Commercial Code, MOLHR Regulation No. 17/2018 as well as expert opinions).
2. Article 2 regarding the Purpose and Objectives of the Association (can be adopted from the provisions of the LLC Law), which in essence, business activities do not conflict with the provisions of laws and regulations, public order, and/or decency.
3. Chapter II the Establishment of Partnerships, Articles of Association and Amendments to the Articles of Association, and Announcements (in this case it can be divided into several parts, adopted from MOLHR Number 17 of 2018 and the Draft Law on Legal Plan of Business Entities), starting with Part One of the Application for Name Submission, Article 3, which in essence is an application for registration of the establishment of a CV submitted to the Minister through SABU preceded by the submission of a CV name. Furthermore, it contains the provisions of the CV name requirements as in MOLHR Number 17 of 2018, which must be preceded by the phrase "CV" as in Article 5 and Article 6 of MOLHR Number 17 of 2018. Next, regarding the approval of the use of the CV name given by the Minister along with the procedures and legal consequences if it does not meet the requirements for submitting the CV name as in Article 7 to Article 9 of MOLHR Number 17 of 2018. Meanwhile, regarding the establishment of a partnership, it can be regulated in Chapter II, Part Two regarding the Establishment of a Partnership, Articles of Association, and Amendments to the Articles of Association adopted from MOLHR Number 17 of 2018 and the Draft Law on Legal Plan of Business Entities, but the provisions of the establishment are made by a Notary deed made in Indonesian and the provisions of the content of the CV deed of establishment (CV articles of association) which must contain the identity of the allies, the name of the CV, the domicile of the CV, the business activities of the CV, the time of commencement of the CV and the period of expiration of the CV, as well as the inclusion of allies (inbreng) according to Article 19 to Article 14 of MOLHR Number 17 of 2018 and the Draft Law on Legal Plan of Business Entities. In this case, the Draft Law on Legal Plan of Business Entities determines that the allies are obliged to contribute capital in full and on time as in the agreement, if not done and cause losses to the partnership, the ally must compensate the partnership. Meanwhile, regarding the announcement, according to the Draft Law on Legal Plan of Business Entities, a public announcement must be made through newspapers or the company registration information portal containing the name of the company, the line of business, the identity of the allies, and if there is an amendment to the articles of association of the CV.
4. Chapter III regarding Work Plan, Annual Report and Utilization of Profit, in this case it can be done according to the will of the allies in the CV deed of establishment, but at least it needs to contain a work plan of the allies in 1 (one) year which is known to the other allies, and complementary allies are obliged to prepare bookkeeping financial statements that can be examined by the committer allies, while for the use of the company's net profit, it can be agreed by the allies through the articles of association of CV.
5. Chapter IV on Social and Environmental Responsibility, needs to contain this provision so that CVs whose business activities utilize or have an impact on natural resources can carry out social and environmental responsibilities by taking into account the values, norms, and culture of the local community.
6. Chapter V the Organizational Structure of the Partnership, contains the rights and obligations of complementary allies and committal allies, adjusted to the Draft Law on Legal Plan of Business Entities namely complementary allies have the right to become representatives of the management of the partnership, conduct business activities on behalf of the partnership, as well as the distribution of partnership assets in the event that the partnership is

dissolved. The obligations of complementary allies are to provide income for the CV in the form of money, goods, or labor, to manage the CV as well as possible with honesty and good faith, not to use CV assets for personal interests, to be responsible for unpaid debts of the partnership, to bear losses proportionally and personally according to the agreement in the CV deed of establishment, to compensate third parties who suffer losses with the partnership, and to compile and submit honest, regular, valid, and accurate financial statements on the results of the partnership on a monthly basis to other allies. For a commoditer ally, his authority is limited to the value of the total income of the partnership, the commoditer ally has the right to the assets of the CV, and to examine the books of the CV's financial statements, while his obligations are obliged to provide input (inbreng) in the partnership in the form of money and goods, and may not carry out company management which has become the obligation of the complementary ally. In addition, it is also necessary to contain the liability of allies to third parties, namely related to agreements made on behalf of CV, both obligations that can be divided for all allies (third parties can claim the same amount against all allies) and obligations that cannot be divided for all allies (each ally is responsible for all obligations), as well as agreements made under the power of another ally (the partnership and each ally are responsible for the agreement, because without the power of another ally is not responsible for the agreement made).

7. Chapter VI on Dissolution, Liquidation, and Continuity of the Association, contains the causes of dissolution as in the Commercial Code, MOLHR No. 17/2018, and Draft Law on Legal Plan of Business Entities, namely as stipulated in the deed of establishment; destruction of goods or the purpose of the CV has been achieved; the term of the CV has passed; The will and agreement of the allies to dissolve; the exit of one or more allies which causes the CV to have only one ally; the death of an ally which causes the CV to have only one ally; the bankruptcy of the CV; the existence of an ally who is under guardianship; or based on a judge's decision with permanent legal force. In this case, the concept of changing CV into LLC or CV into CVR is based on the fulfillment of the first condition, namely the matters stipulated in the CV deed of establishment and/or based on the will and agreement of the allies to dissolve. Furthermore, the continuity of the partnership is contained in the provision that the continuity of the partnership requirement must be carried out if the continuity provision has been

contained in the CV deed of establishment and CV deed of dissolution, as well as the disposal of CV assets both internally and externally with third parties reported in a structured manner based on the CV balance sheet bookkeeping report by a certified public accountant. The continuity of partnership can be in the form of changing a CV that previously had the status of a business entity to a CVR that has the status of a legal entity or changing a CVR to a Closed LLC by providing separate qualifications between the three

8. Chapter VII on Transitional Provisions, contains provisions as in the Draft Law on Legal Plan of Business Entities that the deed of establishment, articles of association and amendments to the articles of association of partnerships (including CVs) that have been authorized and approved before the Act comes into effect will remain in effect as long as they do not conflict with the Business Entity Law, while for the deed of establishment, articles of association, and amendments to the articles of association of alliances (including CVs) which have not been approved and ratified until the Business Entity Law comes into effect must be adjusted to the provisions in the Business Entity Law, and within a period of 1 (one) year after the Business Entity Law comes into effect, all partnerships established and ratified under the provisions of the Commercial Code must have been adjusted to the Business Entity Law.
9. Chapter VIII on Closing Provisions, contains provisions as in the Draft Law on Legal Plan of Business Entities that the Civil Code and Commercial Code governing partnerships are revoked and declared invalid, while for laws and regulations (implementing regulations of the Commercial Code and Civil Code) governing partnerships are declared still in effect as long as they are not contradictory or have not been replaced based on the Business Entity Law, and all regulations needed to implement the Business Entity Law must be completed within a maximum period of 2 (two) years from the enactment of the Business Entity Law.

The Legal Plan of Business Entity can be said to be the goal of legal products in the long term, considering that the status of the Legal Plan of Business Entity in the Prolegnas for 2020 - 2024 is still registered, while previously in the Prolegnas for 2015 - 2019, partnership regulations with different names have also been proposed, namely the Legal Plan of Firm Partnership, Civil Partnership, Limited Partnership, which are also still in registered status. The government needs to start and continue the Legal Plan of Business Entity so that the risks

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of disputes in the community will be prevented, and can provide legal certainty not only for businesses, but also for Notaries. If it is still not possible to have a Business Entity Law, then the provisions for the change of CV into LLC lies in the accuracy of the Notary in making the CV dissolution deed and LLC establishment deed. The dissolution of a CV is done by a Notarial Deed which in the premise of the deed contains the provision *"That the CV is declared dissolved based on the will and agreement of the allies on the grounds that it will be upgraded to a Limited Liability Company."*

Furthermore, the clause of the CV dissolution deed needs to contain an Article stating, *"All provisions, authorities, and responsibilities of the allies in this limited liability partnership are declared terminated and transferred to the provisions, authorities and responsibilities on behalf of the Limited Liability Company in accordance with the provisions of laws and regulations."*, so that the transfer of CV assets to LLC has legal force outwardly, formally, and materially. The transfer of CV assets to LLC will also be related to the principle of publicity, namely the announcement to the public regarding the status of ownership which is fully carried out based on the will of the parties to protect the interests of third parties (Gozali, 2021). This means that in the event of a transfer of assets of a CV into an LLC, a publication that is open to the public can provide an opportunity for all parties to find out the legal actions of certain parties on property ownership and conduct an examination of this matter. For the establishment of an LLC, the premise of the deed also needs to contain the following provisions: *"The parties as all the principals of CV.... domiciled at ... with deed of establishment number ... dated...., made before....., Notary at....., and deed of dissolution number ... dated...., made before.... Notary at ...., and according to the testimony of the applicants, the CV.... was dissolved for the reason that it will be upgraded to a Limited Liability Company."-----* *"That the applicants will incorporate all assets and liabilities of CV..... into the authorized capital of the limited liability company established below."* Based on this, the provisions for changing a CV into an LLC as long as there are no special provisions regarding partnerships and are still guided by the Commercial Code, Civil Code, and Permenkumham Number 17 of 2018 can be carried out based on provisions that make it easier for businesses and Notaries (according to the living law of notaries) by first dissolving the CV through a CV dissolution deed, then disposing of the assets to the allies, then establishing an LLC as stipulated in the laws and regulations.

### **2. Authority and Responsibility of Allies on the Change of Legal Entity Status of Limited Partnership (CV) to Limited Liability Company**

The Commercial Code (applicable as a law) governs the authority of the allies in a CV; since matters pertaining to the

management of the company always relate to the ownership of the partnership, the authority is given to the complementary allies as described in Article 19 of the Commercial Code, while the committal allies are restricted to providing the partnership with capital. However, in addition to the matters referred to in the Commercial Code, the limitation of authority between complementary allies and commanditer allies related to the management of other companies can be included in the clause of the deed of establishment or articles of association of the CV according to the agreement of the allies, which basically as a limitation of the management of the company between complementary allies and commanditer allies, includes daily actions required in the management of the partnership, such as being a representative of the management of the partnership in administrative matters, conducting business activities on behalf of the partnership, and obtaining a distribution of the partnership's assets can be given to complementary allies, meanwhile, the complementary allies have the authority to receive the distribution of the alliance's assets, and to see the complementary allies' balance sheet in managing the company, to use objects owned by the CV, and to give approval for borrowing money, encumbering goods or assets of the partnership, transferring the assets of the partnership as collateral for credit, participating in the business activities of other companies as a form of cooperation, and having the right not to be responsible for CV losses whose value is greater than the inward investment in the CV.

Legal responsibility according to Titik Triwulan is a concept of legal obligation where a person bears legal responsibility for a sanction when his actions are contrary to regulations, namely things that give rise to legal rights for others to sue someone else to give birth to a legal obligation to provide accountability. (Triwulan & Febrian, 2010). The obligation of complementary allies lies in agreements with third parties. Complementary allies are required to be responsible for all losses suffered by the CV jointly and severally with other allies, including their personal assets. Complementary allies are also required to put in the inbreng and compile the books of the CV balance sheet report. As a result of their understanding that the risk of CV losses that will be accounted for is capped at the amount of inbreng in the CV, Comanditer Allies have Limited Liability since the inception of the CV. This means that the liability of the allies can only be prosecuted in accordance with the agreement that was agreed upon with the complementary allies in the CV deed of establishment and/or CV articles of association. This is because, in agreements with third parties, it is typically only done so as the management of the partnership and the third party does not know the commander's allies, so the third party cannot claim losses to the commander's allies. However, if it can be proven that the commander's allies are controlling the alliance like complimentary allies, a different thing will happen.

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The provisions of the change of CV to LLC cause the allies to adapt to the authority and responsibilities of the allies which also change, because previously CV was a business entity and then dissolved and formed an LLC solely to be able to manage a better, structured and organized company with a clear separation of assets. Based on the procedure of changing a CV into an LLC, the authority and responsibility of CV allies will also be dissolved, so allies need to understand the concepts of LLC by understanding the LLC organs, namely GMS, Directors and Commissioners, and understand the authority and responsibility of Directors and Commissioners as well as the legal consequences in accordance with the provisions of the LLC Law and the principles of the company that must fulfill Good Corporate Governance.

The authority and responsibility of the Board of Directors in carrying out the management of the company is related to the principle of fiduciary duty which must be carried out with expertise and good faith. Bernard S. Black states that, "The decision-makers inside the company should behave in the best interests of the organization rather than their own." (Widiyono, 2005). This means that the fiduciary obligation principle is a trust in a person who holds an interest for the benefit of others and has assets controlled with honesty and loyalty (good faith) towards others rather than for their own advantage. According to the fiduciary duty principle, directors are barred from putting their own interests ahead of those of the firm. For example, they cannot take something that should go to the LLC, such as earning commercial commissions. If the Commissioners fail to exercise their powers and fulfill their obligations in accordance with the fiduciary duty principle, if they neglect to carefully review or assess the company's balance sheet accounting reports, or if the company goes bankrupt as a result of their carelessness or misconduct, the principle of piercing the corporate veil may be applied to them. (Suyanto, 2017). The principle of fiduciary duty, which is also imposed on the Commissioners as supervisors of the Board of Directors, must be carried out carefully and not in a hurry while still paying attention to and considering the needs and interests of the company.

Regarding the conversion of CV to LLC in the urgency of the idea of the Legal Plan of Business Entity and the Legal Plan of Partnership, the conversion of OV / CV to OVR / CVR will have an impact on the duties and obligations of complementary allies; previously, under the condition of CV business entities, complementary allies were held without limit. Due to a clear distinction between the assets of the partnership (CVR) and the personal assets of the complementary allies, third parties may sue both the CVR and the complementary allies for losses up to personal assets. This means that all CV losses will be borne up to personal assets, while with CVR, the losses of the legal entity partnership will be borne in a limited manner. Because CVR

is a legal entity partnership, which means that there is a separation of personal assets and partnership assets, third parties receive more certain legal guarantees and can be held personally liable for both CVR and complementary allies. As a result, when applying for credit, third parties will raise a higher guarantee value for allies in accordance with credit risk management. (Dewi, 2016).

### VI. CONCLUSION

1. The concept of the Legal Plan of Partnership and Legal Plan of Business Entity will be a very long journey for businesses, so the provisions on the change of CV to LLC can be resolved by stating the adjustment of the change of CV to LLC with the deed premise and/or the addition of a deed clause to the CV dissolution deed, and also stating the adjustment of the change of CV to LLC in the LLC establishment deed and/or LLC articles of association which must be explained in detail about the transfer of CV business entity status to LLC legal entity and the transfer of CV assets to LLC as LLC capital with the deed premise, including the authority and responsibility of former allies who are now Directors or Commissioners.
2. Before a LLC is established, the allies must be aware of their roles and obligations as directors, commissioners, and shareholders because any changes will require the ex-allies to adjust. Due to the fact that the status of the company is different, this condition will result in changes to the organizational structure. Therefore, before the LLC is established, there needs to be an agreement between the allies to reorganize the organizational structure of the LLC through the appointment of parties who will be responsible as Directors and parties who will be Commissioners. This appointment can be made when the ex-allies have dissolved the CV and come to the Notary to convey their will to change the CV into a LLC.

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