

A Power Of Attorney Legality For Indonesia Citizens From Overseas To Proceed In Indonesian Courts **Imam Sujono¹**

Abstrak

Surat kuasa dapat diberikan kepada orang lain sebagai delegasi untuk melakukan sesuatu. Penelitian ini membahas tentang Surat Kuasa yang Diberikan WNI dari luar negeri untuk beracara di pengadilan Indonesia. Ini juga membahas validitas dokumen surat kuasa warga negara Indonesia dari Indonesia untuk beracara di pengadilan luar negeri. Penelitian menggunakan data sekunder dari jurnal, artikel, buku, dan situs web sebagai referensi. Syarat surat kuasa yang dibuat di luar negeri adalah untuk menyerahkan dan berpartisipasi dalam ketentuan pengadilan di mana gugatan dapat diterima atau diajukan atau dikenal dengan nama dasar *lex fori*. Selain itu, surat kuasa luar negeri juga dapat dianggap sah jika dilegalkan oleh Kedutaan Besar setempat, Kementerian Luar Negeri, dan Kementerian Hukum dan Hak Asasi Manusia. Legalisasi dilakukan sebagai jaminan hukum bagi pengadilan di Indonesia bahwa memang benar bahwa pembentukan surat kuasa di negara yang bersangkutan agar tidak menimbulkan keraguan. Kita perlu memperhatikan empat persyaratan mutlak yang terkandung dalam SEMA No.2 tahun 1959. Jika salah satu syarat tidak terpenuhi, maka surat kuasa dianggap tidak sah. Itu sebabnya kami merekomendasikan persyaratan tersebut untuk mendapatkan legalisasi surat kuasa.

Kata kunci: legalitas; luar negeri; pengadilan Indonesia; surat kuasa; WNI

Abstract

A power of attorney can be given to others as a delegation to do things. It is discussed about Indonesian citizens from abroad to be valid to appear in the Indonesian Court. It also discusses the validity of the power of attorney documents of Indonesian citizens from Indonesia to appear in foreign courts. Uses secondary data from journals, articles, books, and internet sites as references. The terms of a power of attorney made abroad are to submit and participate in the provisions of the court where the lawsuit can be received or filed or known by the basic name *lex fori*. In addition, overseas power of attorney can also be considered valid if legalized by the local Embassy, the Ministry of Foreign Affairs, and the Ministry of Law and Human Rights. Legalization is done as a legal assurance for the court in Indonesia that it is true that the creation of a power of attorney in the country concerned so as not to raise doubts. We need to be concerned about the four absolute requirements contained in SEMA No.2 of 1959. If one of the conditions is not fulfilled, then the power of attorney is considered invalid. That's why we recommend filling the conditions to get the legalization of a power of attorney.

Keywords: foreign; Indonesian citizens; Indonesian courts; legality; power of attorney

Introduction

Humans are creatures who need each other in various fields. Likewise, in everyday life, especially those related to law. Not infrequently a person can perform actions related to the law itself. That's when someone needs another person to do, or carry out a legal action that we know as the word represents. The representative must carry out management delegated to him. The person who is chosen to represent management related to the law is called a legal representative. (Blokхина and Vlasova 2021)

Power of attorney is a statement given either in writing or unwritten by a person to another person or a legal entity for and on his behalf to perform a legal act. The person who gives power is called the authorizer. Authorization is an agreement, where a person gives power to another person, who accepts it on behalf of carrying out an affair. (Wibowo 2021)

Various ways can be done in granting power of attorney, one of which is by using a power of attorney. In principle, the power of attorney is a *lasting, volmacht, machtiging/act*

¹ Sekolah Tinggi Agama Islam (STAI) Taruna Surabaya, Jl. Kali Rungkut, Surabaya | imamsujono@staitaruna.ac.id.

of ordering or giving orders or granting power of attorney. It cannot be justified if the power of attorney uses letterhead from the recipient of the power of attorney or letterhead from the advocate's office. (Prayetno and Ali 2020) This is because in the context of granting power, the one who is the boss is the one giving the power, and the one who receives the power is the one who is ordered to. If someone gives a letterhead from the power of attorney, it can still be justified because the giver of the power of attorney is the boss while the recipient of the power of attorney is a "lack" (the person who was ordered). (Taggart 2020)

There are two types of power of attorney in terms of their sides, namely general power of attorney and special power of attorney. A general power of attorney is a power of attorney from one person to another to manage some or all legal actions concerning the interests of the power of attorney. For example, a power of attorney to take care of all his property. A general power of attorney is almost the same as a *zaakwaaneming*, namely someone who takes care of the property or interests of another person without a power of attorney or often called a power of attorney without a will. (Allen 2020) While a special power of attorney is a power of attorney given by one person to another, the power of attorney must specifically mention the power of attorney for what legal action. (Ishak and others 2021)

Power of attorney in civil procedural law is classified into four parts, namely general power of attorney, special power of attorney, special power of attorney, and power of intermediary. A general power is regulated in Article 1795 of the Civil Code (KUHPer). General power of attorney aims to authorize a person to manage the interests of the power of attorney regarding management, which is called a *harder* to regulate the interests of the power of attorney. (Wade and Kitinger 2019) Based on this, from a legal point of view, a general power of attorney cannot be used before a court to represent the power of attorney. Following the provisions of Article 123 of the *Herzien Inlandsch Reglement (HIR)* to be able to appear before the court as a representative of the power of attorney, the recipient of the power of attorney must obtain a special power of attorney. Article 123 of the HIR states if desired, both parties can be assisted or represented by a proxy, who is authorized to do something with a special power of attorney, unless the person giving the power of attorney himself is present. (Adharyani and others 2021)

The researcher hopes that this research is useful as a legal reference for readers, especially regarding the validity of the power of attorney for Indonesian citizens from abroad and Indonesia to proceed in the Indonesian Courts and Foreign Courts.

The conceptual framework that the researcher uses is: power of attorney is a document in which a person appoints and authorizes another party to take legal actions for and on his behalf. (Kusnadi 2011) The granting of power of attorney is an agreement with whom one person gives power (authority) to another person, who accepts it for and on his behalf to carry out an affair. The person who has been given the power of attorney carries out legal actions "on behalf of" the person giving the power of attorney or he "represents" the power of attorney. This means that what is done is at the expense of the giver of the power of attorney, and all rights and obligations arising from the act he does become the rights and obligations of the person giving the power of attorney. If what is done is to make (close) an agreement, then the power of attorney becomes a party to the agreement. (Eddy

2010) According to Article 1792 of Civil Code, the granting of power of attorney is an agreement by which another person, who receives it, for and on his behalf carries out a business

Researchers are interested in discussing this problem because researchers want to explore more about the power of attorney from Indonesia to proceed in the courts abroad and the power of attorney from abroad to proceed in courts in Indonesia. In addition, the researchers also found the fact that the requirements proposed for legalization must be updated and adapted to the increasingly sophisticated developments of the times. In the next paragraph, the researcher will compare the three journals with the researcher's journal. (Permana and others 2020)

First, similar research has been conducted by previous researchers. The first journal entitled "Requirements for the Validity of a Substitution Power of Attorney Made Abroad in the Practice of Civil Justice in Indonesia" emphasizes that the *lex fori principle* according to international civil law means that the applicable procedural law is where the dispute or lawsuit is tried and explains the procedures and requirements for legalization. (Widiatedja 2018) In addition, this journal also discusses the procedures and requirements for legalization, including the commercial documents to be legalized at least have been certified. Certification is carried out by a local notary who includes a letter from the *secretary of state* in the area. (Dewi and Sukranatha 2017)

The second journal entitled "Juridical Analysis of the Application of Power of Attorney Judging from the Applicable Legislation" explains that in granting power of attorney, Article 1792 of the Civil Code but granting and receiving power of attorney can first agree on making an agreement that has the main characteristics including the power of attorney acts as a consensual proxy who has the binding power and has visible responsibilities.

The third journal entitled "Legal Protection Against the Authorizer (Foreign Citizen) Against Unilateral Cancellation by the Proxy" discusses the concept of granting a *volmacht power of attorney*, which gives the authority to represent the interests of the power of attorney not for the common good, and the principle of *lasting* which authorizes mutual agreements (Latumeten 2017).

The problem that will be discussed by the researcher is regarding the validity of a power of attorney granted by an Indonesian citizen from abroad to proceed in the Indonesian Court. (Mahendradhata 2019)

Method Research

The researcher uses a theoretical *framework*, namely the theoretical framework of the researcher regarding the problem to be studied, which describes the relationship between the concepts or variables to be studied. (Diantha 2017)

This type of research is juridic normative, which is descriptive-analytical, and uses a statutory approach. Legal materials used in this study include; law, court decisions, legal expert opinions, research results, encyclopedias, and dictionaries. The process of finding the correct answers by proving the truth sought or from the descriptions of the laws written in the books, laws, and underlying doctrines. (Zaini 2011)

Result and Discussion

The Validity of the Power of Attorney for Indonesian Citizens from Overseas to Proceed in the Indonesian Courts

In every proceeding before the Court or in other institutions that have a representative nature, each party who has a role to represent one of the parties must first be able to demonstrate the validity of representing it. This legitimacy is manifested in a letter of delegation known as a power of attorney. When viewed from the type, Power of Attorney is divided into four types, namely: General Power of Attorney, Special Power of Attorney, Special Power of Attorney, and Intermediary Power of Attorney. (Ardianti and Handayani 2018) What the researcher will discuss on this occasion will focus more on discussing the Special Power of Attorney (*bijzondere schriftelijke machtiging*) in this case is the type of power of attorney used when going to court proceedings. (Fahmi and others 2021)

The granting of power of attorney or more often referred to as power of attorney is an agreement whereby one person gives his/her power to another person who accepts it for and on his behalf in carrying out an affair (as stated in article 1892 of the Civil Code). Whereas what is meant by special is that the power of attorney only concerns one particular interest in matters that are limited specifically to what is contained in the power of attorney in the form of actions that can have legal consequences that the special power of attorney used as a power of attorney for proceedings must mention in detail and clearly what is empowered, what authority and what is used in which court (Ata, 2019).

Based on the understanding stated above, it can be said that special power of attorney consists of 3 elements, namely:

1. The existence of the power of attorney and the recipient of the power of attorney
Like a power of attorney in general, a power of attorney is an agreement that is built on the existence of a giver and a recipient, although in this case, the practitioner disagrees about whether a special power of attorney is a one-sided bond or a reciprocal bond. This matter will be discussed further in a section in this journal.
2. For and on behalf of the power of attorney
That the actions taken by the power of attorney are solely for the benefit of the power of attorney and the legal consequences arising from the actions of the power of attorney bind to the power of attorney as long as the power of attorney does not exceed the specified limits.
3. On things or actions that are limited to what is written or authorized.
This means that the actions that may be taken by the power of attorney are limited to things that are written or specifically authorized so in this case the alias letter must in detail and completely state what actions the power of attorney may take for and on behalf of the power of attorney.

Article 147 paragraph (1) of R.Bg mentions the basic requirements of a special power of attorney in written form or if a material party is present before the hearing, the data gives power of attorney through an oral statement, however, in practice the granting of power of attorney verbally before the trial is rarely carried out and is mostly avoided given that This is considered to be less comprehensive in guaranteeing the rights of both parties, both the giver or the power recipient.

At first, the power of attorney for proceedings could be made simply as stated in Article 147 (1), Article 142 (1), and Article 144 (1) of Civil Code, but the history of the judiciary in Indonesia considers such a simple requirement to be inappropriate. Then refined with Suarat Edaran Mahkamah Agung (SEMA) chronologically as follows:

1. SEMA No.2 of 1959, January 19, 1959

- a. State the relative competence, in which court the power is used
- b. State the identity and position of the parties
- c. Briefly and concretely state the main points and objects of the dispute that is being disputed between the parties. At least mention the type of case, such as inheritance or buying and selling transactions. These conditions are cumulative, if one of them is not fulfilled, then the power of attorney is formally invalid, and automatically the power of attorney is invalid.

2. SEMA No.5 of 1962, dated July 30, 1962

This SEMA contains the most important things to improve the previous SEMA as follows:

- a. The first court and appeals can complete a power of attorney that does not meet the formal requirements if it is found in the trial examination by summoning the power of attorney
- b. If the power of attorney has died, it can be replaced by a member of the heirs

3. SEMA No.10 of 1971, dated January 23, 1971

The main provisions of this SEMA are as follows:

- a. Interested parties are deemed to have had to know and heed the special power of attorney requirements
- b. If a special power of attorney is found that does not meet the requirements, the court does not need to complete it as stated in SEMA No.5 of 1962
- c. Revoke SEMA No.2 of 1959 and SEMA No.5 of 1962.
- d. In principle, SEMA No.10 does not revoke SEMA No.2/1959 because the conditions are determined not to be abolished, what is emphasized is only the inability to complete a special power of attorney.

4. SEMA No.6 of 1994, October 14, 1994

In essence, this SEMA is the same as SEMA No.2 of 1959 and SEMA No.1 of 1971. The special engineering requirements consist of:

- a. State clearly to play a role in court
- b. Mention relative competence
- c. State the identity and position of the parties
- d. Briefly mention the main object of the dispute. These conditions are cumulative.(Cahyadi 2014)

Regarding Legalization is the ratification of documents and is only carried out on signatures and does not include the truth of the contents of the document, this is based on the Attachment of Foreign Regulation No.09/A/KP/XII/2006/01, which contains "Every Indonesian document to be used in another country or foreign document to be used in Indonesia needs to be legalized by the authorized agency".(Syaifuddin and others 2019)

This is of course related to Indonesian documents that will be used in other countries or foreign documents used in Indonesia, then these Indonesian documents must be legalized by the competent authority. However, it should be noted that the legalization carried out by the Representatives of the Republic of Indonesia is only as a validation of the authenticity of the stamp or signature and does not state the validity of the legalized document contents.(Okfalisa and others 2018)

Based on the Supreme Court's Decision No.3038 K/Pdt/1981 dated September 18, 1986, it is written that the validity of a power of attorney made abroad in addition to meeting formal requirements, is first required to legalize it.(Junaidi 2018) Legalization is carried out by the local Embassy of the Republic of Indonesia (KBRI).

Apart from legalizing the Indonesian Embassy, power of attorney made abroad requires the Ministry of Foreign Affairs and the Ministry of Law and Human Rights to also legalize it as like on Permenkumham No. 19, 2020.(Kementerian Hukum Dan Hak Asasi Manusia Republik Indonesia 2020)

The purpose of this legalization is to provide legal certainty for the Courts in Indonesia that it is true that there is a power of attorney in the country concerned so that it does not raise doubts. In addition, it has become absolute that the power of attorney made must be in written form or deed.(Waringga Y. and Sentot Sudarwanto 2020) This is based on Article 123 paragraph (1) HIR if the power of attorney needs the Indonesian Court.

Based on research taken through the SEMA research No.2 of 1959, the formal requirements for a valid special power of attorney are: clearly and specifically mentioning the power of attorney to play a role in court, mentioning relative competence, mentioning the identities and positions of the parties, mentioning concise and concrete, the main points and objects of the dispute being litigated.(Danial Syah 2021)

The four conditions are cumulative and absolute, so if one of the conditions is not met, then the power of attorney is not declared valid. Chronologically, there are several SEMA (regulations issued by the Supreme Court) that regulate the requirements and formulations that make a power of attorney valid, namely SEMA No.2 of 1959 dated January 19, 1959, SEMA No.5 of 1962 dated July 30, 1962, SEMA No.1 of 1971 dated January 23, 1971, and SEMA No 6 of 1994 dated October 14, 1994.

Article 1813 of the Civil Code,(Syarif and others 2019) discusses the termination of a power agreement unilaterally and unilaterally if:

- a. The power of attorney withdraws unilaterally (*revocation, herropen*); Article 1814 of the Civil Code
- b. One party dies; Article 1814 of the Civil Code
- c. The power of attorney releases the power (*op zegging*); Article 1817 of the Civil Code

Some of the power of attorney problems that often arise include:

1. Absolute Power (*Irrevocable power of attorney*)

In some power of attorney, clauses found that state the power of attorney cannot revoke the power of attorney given to the power of attorney or the death of the power of attorney does not terminate the agreement of the power of attorney. This is not regulated in the Civil Code, giving rise to different interpretations. This type of power of attorney overrides the provisions for the expiration of the power of attorney as stipulated in Articles 1814 and 1813 of the Civil Code. Yahya Harahap believes that the

Power of Attorney can make an absolute power clause because the granting of power is included in the type of agreement based on the principle of *freedom on contract* as regulated in Article 1337 of the Civil Code. As long as the contract does not contain anything prohibited (*prohibition*) by law or contrary to decency and public order (*morality and public order*). (Cheesman 2017)

In the decision of the Supreme Court (MA) dated December 16, 1967 No.731 K/Sip/1975 and the Decision of the Supreme Court of the Republic of Indonesia (MA RI) No.3604.K/Pdt/1985 dated November 17, 1987, confirmed that the provisions of Article 1814 of the Civil Code it is not limitative and non-binding, therefore, if the nature of the agreement requires, it can be determined that the grant of the absolute power of attorney cannot be revoked. One example is the rule in Article 15 paragraph 2 of Law No.4 of 1996 concerning Mortgage on Land and Objects related to land. (Hardiansah and Purnawan 2018)

On the other hand, there is an opinion that states that an Absolute Special Power cannot be justified. This is based on the basic principle of giving power of attorney, which is the delegation of power from the owner of the power of attorney, which belongs to the owner of the power of attorney, so on that basis, the owner of the power also has the full right to withdraw his power at any time he wishes. (Sycheva and others 2019) It is odd when there is a power that comes from the author, but he is not allowed to withdraw that power.

In addition, it is illogical to ignore Article 1813 of the Civil Code. In addition to the nature and legal force of the article, power of attorney is also not a two-way or reciprocal agreement, but only unilaterally so that it is clearly stated that the revocation of power can be done unilaterally from the power of attorney. This is in line with the Decision of the Supreme Court of the Republic of Indonesia No, 1060.K/Sip/1972, dated October 14, 1975, which states: Although the power of attorney dated August 3, 1969, contains the words "Full power of attorney, which cannot be withdrawn", the cancellation of the power of attorney by the power of attorney can be justified according to law because this is the right of the power of attorney and it turns out that the recipient of the power of attorney has violated and violated the power of attorney

2. Power of Attorney made abroad

The basic requirements for a special power of attorney made abroad are the same as those made domestically. By the *lex fori* principle adopted by international civil law with the doctrine of *the law of the forum*, namely the applicable procedural law subject to the provisions of the court where the lawsuit is filed or received.

In addition to the basic requirements as required by Article 147 paragraph 1 R.Bg, SEMA No. 1 of 1971 Jo. SEMA No.6 of 1994 also contains additional requirements, namely that it must be legalized by the Indonesian Embassy and the local Consulate General (KONJEN). The purpose of legalization is legal certainty for courts regarding the truth and existence of the power of attorney and power of attorney. This is under the Jurisprudence of Supreme Court Decision No.3038 K.Pdt.1981 Dated September 18, 1986, which stated that the validity of the power of attorney made abroad, besides

having to meet formal requirements, must first be legalized by the local Embassy of the Republic of Indonesia.(Setiawan and others 2017)

3. Power of attorney with a thumb stamp

The Special Power of Attorney is in the form of an underhand deed carried out by the attorney who cannot read and write and usually uses a thumbprint which is so legal according to the law, but on the condition that it must be legalized and registered (*warmarking*) by a notary or authorized official according to the St. Ordinance. 1916 No.46 Jo. Article 286 R.Bg Jo. Article 1874 of the Civil Code. This is confirmed in the jurisprudence of Supreme Court Decision No. 272 K/Pdt. 1983 and Supreme Court Decision No.3332 K/Pdt/1991.

4. The power of attorney is more than one person

In practice, in the judiciary, it is often found that both the power of attorney and the recipient of the power of attorney consists of more than one person and are made in one special power of attorney. This is not a problem even though the nature of special powers is individual or individual, not collegial collective. This implies that the special power of attorney must clearly state the person's power of attorney and it is not justified to mention only the name of the law office or law firm. Likewise, if the person receiving the power of attorney has an *advocate partner* who works in a law office mentioned in the power of attorney, he cannot represent the interests of the power of attorney without giving him an individual power of attorney. Although the nature of the power of attorney is individual, in many power of attorney consisting of more than one power of attorney, it is customary to include a clause "either jointly or individually as the beneficiary".

This clause is intended so that in making documents submitted before the court it is not required to be signed by all the power of attorney as stated in the power of attorney. The file signed by some of the power of attorney remains valid and is a justified action for and on behalf of the power of attorney.

5. The power of attorney appointed in the lawsuit

Based on Article 147 paragraph 1 R.Bg stipulates that the plaintiff in the lawsuit can directly include and appoint the power of attorney he wants to represent him in the examination process. In practice, the inclusion and appointment are based on a special power of attorney, even though, according to the law, the appointment of a power of attorney in a lawsuit does not require the existence of a special power of attorney or other formality requirements.

6. The special power of attorney is valid if the plaintiff is present accompanied by a proxy

Although it turns out that a power of attorney is not special, because it does not meet the requirements stipulated by law, in the trial examination the plaintiff himself was present accompanied by the power of attorney. This incident made it clear and certain for the defendant and the panel of judges that the plaintiff had indeed authorized the said power of attorney. Likewise, if there is an error in the power of attorney, such as not mentioning or incorrectly mentioning the type of case, if the plaintiff is present accompanied by a proxy, the power of attorney is valid.

Regarding the procedures and requirements for legalization, namely: commercial documents to be legalized should have been certified by a notary with a letter from the local *secretary of state*; For non-commercial documents such as school transcripts, diplomas, diplomas, power of attorney, translation of birth certificates and marriage certificates, as well as other non-commercial documents, it is sufficient to bring copies and originals of these documents; Especially for the ratification of the power of attorney, the applicant as far as possible comes to the consulate and signs the power of attorney in front of the consular officer of the Consulate General of the Republic of. (Dewi and Sukranatha 2017)

The validity of the power of attorney of Indonesian Citizens from Abroad to proceed at the Courts in Indonesia is intended so that when used in Indonesia, the power of attorney can be used, functioned, or used as an accompaniment or complement to an affair in the jurisdiction/judgment in Indonesia, for example, agreement documents. Debts made abroad are used in Indonesia, then the power of attorney can be used as a basis for recording and bookkeeping, can be used as an attachment in a report, and can even be used as a basis for collecting debts and receivables. (Efremova 2019)

Based on the foregoing, the making of a special power of attorney abroad must still comply with the provisions of the civil procedural law applicable in Indonesia, where according to the Supreme Court Decision No.3038K/Pdt/1981 dated September 18, 1986, states that the validity of the power of attorney made abroad other than must meet formal requirements must also be legalized in advance by the local Embassy of the Republic of Indonesia (KBRI) or known as the *lex fori principle*. The principle of *lex fori* according to international civil law is to provide teachings on the doctrine of *the law of the forum*, which means that the procedural law remains in effect subject to the provisions of the court where the lawsuit is filed or received. (Harahap 2009)

In addition to legalizing it, if the document refers to information on Document Legalization Services on the Ministry of Foreign Affairs (*Kemenlu*) website, it is stated that one of the documents can be legalized by the Ministry of Foreign Affairs (*Kemenlu*) is a power of attorney.

The Validity of a Power of Attorney in the Form of a Document for an Indonesian Citizen from Indonesia to Proceed in a Foreign Court.

The power of attorney for Indonesian citizens to proceed in the courts abroad must first pass the legalization stage carried out by representatives of the Republic of Indonesia. The intended legalization is the ratification of documents by officials who have the same authority as the field to be ratified. If the official who ratifies it is not related to the document concerned, then the legalization is considered invalid. The legalization carried out by the authorized official is only to ratify the signature, but is not responsible for all the contents of the legalized document. (Oktalina Safitri 2019) The process of legalizing a power of attorney is not complicated. Only by bringing original documents and copies.

On February 20, 2018, a new procedure for submitting foreign court documents was agreed upon. In addition, it has also been agreed that 3 cooperation agreements that become derivatives are: First, a cover letter for document submission to the destination country is submitted by the court through the Registrar of the Supreme Court, Second,

requests for assistance in document submission must use standard documents, Third, the cost of submitting or sending documents is borne by the third party. (Juška 2017) Litigation and deposited by the court to a holding account in the name of the Registrar of the Supreme Court.

In addition, according to the Deputy Minister of Foreign Affairs, the Courts in Indonesia are required to pay attention to the provisions required by the country to be addressed, such as the minimum period for the implementation of the trial to be held, and the documents to be submitted are required to have been translated by English / Bahasa Indonesia, the destination country. (Kusumadara and others 2021) We can access the above provisions in the *online rogatory monitoring application*. *Rogatory online monitoring* is connected with all Indonesian representatives in various countries so that they can optimally process and record the handling of aid documents and inform interested parties in Indonesia.

Conclusion

Based on the Supreme Court's Decision Number 3038 K/Pdt/1981, the validity of a power of attorney made abroad, in addition to meeting formal requirements, is first required to legalize it. Legalization is carried out by the local Embassy of the Republic of Indonesia (KBRI). Apart from the legalization of the Indonesian Embassy, power of attorney made abroad requires the Ministry of Foreign Affairs and the Ministry of Law and Human Rights to also legalize it. The purpose of this legalization is to provide legal certainty for the Courts in Indonesia that it is true that there is a power of attorney in the country concerned so that it does not raise doubts. In addition, it has become absolute that the power of attorney made must be in written form or deed. This is based on Article 123 paragraph (1) HIR if the power of attorney needs the Indonesian Court.

The basic requirements of a special power of attorney made abroad are the same as those made domestically. Following the *lex fori* principle adopted by international civil law with the applicable procedural law doctrine, it is subject to the provisions of the court where the lawsuit is filed or received. In addition to the basic requirements as required by Article 147 paragraph 1 R.Bg, SEMA No. 1 of 1971 Jo. SEMA No. 6 of 1994 also contains additional requirements, namely that it must be legalized by the Indonesian Embassy and the local Consulate General (KONJEN). The purpose of legalization is legal certainty for the court regarding the truth and existence of the power of attorney and power of attorney. This is by the Jurisprudence of Supreme Court Decision No. 3038 K.Pdt.1981 Dated September 18, 1986, which stated that the validity of the power of attorney made abroad, besides having to meet formal requirements, must first be legalized by the local Embassy of the Republic of Indonesia.

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