

Legal Analysis towards the Establishment of Limited Partnership (Commanditaire Vennootschap/Cv) Which Is Not Explicitly Mentioned the Allied Commanditaire

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Abstract: This study aims to find out the limited partnership that is not mentioned explicitly the allied commanditaire and is stated in the deed of establishment of limited partnership (CV) which can be referred to as limited partnership. The research method used in this research is the normative legal research method which is carried out using a juridical approach and a historical approach. The results of this research show that CV that do not have allied commanditaire in accordance with the regulation in article 19 of Code of Commercial law (KUHD), namely the structure of a CV must have allied commanditaire/Passive ally and is stated in the deed of establishment expressly because CV without allied commanditaire (limited allies) can not be said to be CV and the mentioned CV does not fulfill the objective requirements of an agreement as stated in 1320 of Civil Code for a legal (halal) cause. This is also not in accordance with the Law Number 3 of 1982 concerning compulsory enterprise registration which requires stating the identity of allied commanditaire (limited allies) explicitly

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I. INTRODUCTION

Company is that every form of law that runs every type of business that is permanent and continuous as well as is established, works, and is domiciled within the territory of the Republic of Indonesia, for the purpose of obtaining profits. Every company has a form, a form of business is a business organization or business entity which is the driving force for each type of business activity, that is called a corporate legal form. In English the form of business or legal form of company is called company or enterprise or corporation. The legal form of the company is regulated / recognized by the Law, whether it is an individual, a partnership, or a legal entity.¹

Some forms of company law have been regulated by the law and some other forms have not been regulated by the Law.² Limited partnership (CV) and General Partnership (Fa) are forms of companies known in the commercial law system of Indonesia. This form of company is regulated in Book One of Chapter III of the Commercial Law Code (KUHD), while Limited Liability Companies (PT) is specifically regulated in the Law Number 40 of 2007. In addition, there is Maatschap or Alliance which is regulated in the Civil Code (KUHPerdota).³

Limited Partnership or commonly called CV is a business entity that is not a legal entity such as PT, however, the existence of this legal form of company does not reduce its obligations and rights as the business entity that is recognized by the Government and especially the business community. It can be seen from the large number of business actors, especially Micro, Small and Medium Enterprises (*usaha Mikro, Kecil dan Menengah /UMKN*) that use the company form of CV as vehicles to carry out business activities in Indonesia. According to Rudjito, UMKM is a business that has an important role for the economic matters in Indonesia, both in terms of the number of businesses and in terms of job opportunity. Nationally, this is also reflected in the Cumulative Report on the Issuance of Company Registration Certificate of the Ministry of Trade until 2010, which states that the total of companies in the form of CV is 63.942, as stated in the following table:

¹Abdulkadir Muhammad, *Indonesian Company Law*, Citra Aditya Bakti, Jakarta, 2010, p. 1.

²*Ibid.*

³Soejono Dirjdosisworo, *Company Law regarding Corporate Forms in Indonesia*, Mandar Maju, Bandung, 1997, p. 47.

No.	Province	CV	PO	Fa	Koperasi	PT
1.	Nanggroe Aceh	2.525	3.150	10	347	530
2.	Sumatera Utara	4.081	6.459	10	255	1.836
3.	DKI Jakarta	1.864	1.641	5	66	7.812
4.	Jawa Barat	8.726	13.791	39	758	5.139
5.	Jawa Tengah	3.329	15.074	9	337	1.079
6.	Kalimantan Timur	34.423	16.645	146	1.001	14.551
7.	Others	9.217	38.201	7.323	2.649	9.238
	Total	63.942	97.716	7.542	5.413	41.142

Source: Cumulative Report on the Issuance of Company Registration Certificate Period January 2006 – November 2010, Directorate of Business Development, the Ministry of Trade of the Republic Indonesia.

The data above clearly shows that the existence of CV is as a form of company which is recognized by the business community in Indonesia, especially small and medium business actors.

The definition of CV according to applicable regulations is the Firm partnership established by one or more allies that are jointly responsible, and one or more allies that become lenders (Geldschieter). Furthermore, the Netherlands defines limited partnership (*commanditaire vennootschap*) as a special form of Firm (*Firma*) and has the same characteristics as Firm (*Firma*) with the addition that in CV there is at least one ally who only contributes or *inbrenng* with the expectation of earning profits but does not participate in the company and is not responsible for the debt of CV.⁴

CV has a long history in the world of trade, CV comes from the word *Commenda*, *Commenda* is an arrangement where a financier (*commendator*) entrusts his money to a trader (*commendatarius*) as venture capital, with the agreement that the financier is entitled to the profits of the business and will not be liable for business losses exceeding the money or capital that has been given. This concept became the beginning of what is currently known in Continental European Countries with “*partnership en commandite*” or in Anglo-American countries with “Limited Partnership”.⁵ *Commenda* is the initial form of Limited Partnership.⁶

Moreover, according to the historian of Islamic law, Udovitch who wrote in the 1960s stated that *commenda* emerges with all of its characteristics for the first time on the Arabian peninsula before the rise of Islam. In Arabic, *commenda* is called *Mudharabah*, *qiradh*, or *muqaradhah*.⁷ The use of *commenda* for long-term trade developed extensively for the first time by the Arabs to fulfill the needs of trade caravans (trade using caravans) along the *Incense Route* and other ancient routes which connect southern Arabia with the Mediterranean. According to Udovitch, the prophetic and legal texts in the days before and the beginning of the birth of Islam describe the practice of long-term trade caravans around the Arabian peninsula. *Commenda* actually comes from the Koran (Al-Quran). However, many Muslims associate the use of *commenda* with the Prophet Muhammad SAW, who before being appointed as the Prophet, traveled to Syria to trade the goods owned by his wife, Khadijah. According to tradition, Prophet Muhammad SAW was a traveling partner, while Khadija was an investor ally in *commenda* (this partnership).⁸

If it is seen from its history, of course, CV is a form of alliance that occurs due to the merchant's need for capital but does not want to make arrangements. Consequently, it creates a relationship of Symbiosis of mutualism which is the mutual need between two allies where one ally runs the company and the other allies only provide capital, therefore the role of each ally is crucial. However, it seems that prospective business actors do not yet or sometimes do not understand the legal provisions which govern CV. Moreover, there are limited partnerships (CV) that do not have the main elements to be declared as CV because there are no limited allies (allied *commanditaire*), but they still exist.⁹ As the finding, CV contained in the deed of establishment of the limited partnership Number 23, 11th February 2015 made by notarial deed, in which in the Articles of

⁴Monique Koppert-Van Beek, “The New Dutch Partnership Law”, *European Company Law*, Vol. 4. Desember 2007, p. 266.

⁵J. Henning, “The Medieval Contractum Trinitus and The Law of Partnership, Fundamina”: *Journal of Legal History*, Vol 13 No. 2, (2007).

⁶Judah Adelson, “The early Evolution of Business Organization in France,”: *The Business History Review* Vol. 31 No. 2, summer, (1957).

⁷Ron Harris, “The Institutional Dynamics of Early Modern Eurasian Trade: The Commenda and the Corporation”: *Journal of Economic Behavior and Organization*, 2009.

⁸Yetty Komalasari Dewi, *New thoughts about limited partnership (CV): Comparative Study of KUHD and WvK as well as court decision of Indonesia and Netherlands*, Jakarta, Rajagrafindo Persada, 2016, p. 46.

⁹Yetty Komalasari Dewi, *Ibid*.

Association of the Deed of Establishment, there is no separation or determination in explicit about which party is the management party (board of director) and which Commanditaire party is stated in a notarial deed.

Article 5 of the Association Articles of the Deed of Establishment on CV No.23, 11th February of 2015 as outlined in Notarial Deed only mentions the names of the management allies of Mr. AZ as Director and Mr. T as Vice Director, but it is not explicitly stated who is the allied commanditaire (limited allies), whereas Article 19 of Code of Commercial law (KUHD) explains that a limited partnership is a partnership consisting of one or more complementary / management allies and one or more persons as a limited allies / lenders. This was also confirmed by Trade Law Specialist, Yetty Komalasari, who said that each CV must have at least one the management ally /active ally/complementary ally (*debeherende vennoten*) and one allied commanditaire/passive ally (*de commanditaire vennoten*).¹⁰

This shows that there are still business actors who do not understand, or even seem not to care about regulations related to the chosen form of company, as long as the form of the company can provide maximum benefits for business actors. Usually if a dispute arises then they will begin to find out about various regulations related to the form of their company. It seems that business actors have other considerations beyond the consideration of protection and legal certainty in choosing a CV as a tool to generate profits.

CV is firm (*Firma*) in a special form meaning that CV must be established with an authentic deed in this case a notary deed and subsequently to be registered at the Registrar's Office of the District Court where the CV is domiciled as can be seen from Article 23 of the Code of Commercial Law (KUHD) to be announced in announcements of Official Gazette of the Republic of Indonesia. Article 23 of the Code of Commercial Law (KUHD) stipulates that "Firms are required to register the deed in a register provided at the Registrar's Office of the District Court in the jurisdiction of the company where they are domiciled." Registration of the deed must be dated on the day when the deed is brought to the Registrar's Office of district court regulated in Article 27 of the Code of Commercial Law (KUHD). This is a form of obedience with Law number 3 of 1982 concerning compulsory enterprise registration, article 5 number (1) of the Law Number 3 of 1982 states that "Every company must be registered in the Company Register".

CV that is established with an authentic deed (notarial deed) must meet requirements in making the deed. The requirements for making a deed of establishment of CV with a notarial deed are usually preceded by an agreement between the parties to bind themselves to establish CV. This is the background of the establishment of CV that must be preceded by an agreement of the parties concerned. When the parties have agreed to establish a limited partnership (CV), then the parties come to face the notary by bringing their ID card (KTP) as a formal requirement.

There are several things that need to be considered if the customer / client establishes CV with an authentic deed (notarial deed), then the things that need to be considered to convey to the Notary, the requirements that must be prepared in making the deed of establishment of CV include:¹¹

1. Determining the name of CV that is wanted to be used.
2. Determining the field of business that is wanted to be run.
3. The founders by showing proof of identity card (KTP) of domicile / Head Office.
4. The intent and purpose of CV.
5. Determining who will be complementary allies (board of directors) and who will be allied commanditaire/passive allies.
6. Determining the Company's capital (if any).

II. MATERIALS AND METHODS

From the observational data described above, this legal problem raises a number of questions that can be answered with certain research approaches and certain research methods. The formulation of problems that have been identified in this study including the author's focus on the problem are, does the CV that is not mentioned explicitly its allied commanditaire (limited allies) can be categorized as CV? This problem also relates to the Law concerning Compulsory Enterprise Registration (*UU wajib Daftar Perusahaan*) which requires mentioning the identity of allied commanditaire (limited allies).

In this research, the normative law was used as the research method. The author used the statue approach and historical approach. The data collection was conducted by library research. The research was also took place in Banda Aceh. The author analyzed the law materials by using the qualitative method in order to obtain and provide the descriptive data which represent the reality through this phenomenon. The descriptive data provided in this research were expected to be able to provide clear exposure based to the result taken from field observation during the research.

¹⁰*Ibid.* hlm. 134-135.

¹¹Ayu Ratnawati, "The Role of Notary for the Establishment of Deed of Establishment (CV) in Realizing Legal Certainty", *Jurnal Repertorioum*, ISSN: 2355-2646, Vol II (2015).

III. DISCUSSION

In its practice in Indonesia, it has showed that the habit of establishing a limited partnership (CV) based on an authentic deed in this case a notarial deed. The establishment of the deed of CV with an authentic deed requires the registration of the deed of establishment or an official summary in a register provided at the Registrar's Office of the District Court where the company is domiciled (*raad van justitie*). However, Article 24 of the Code of Commercial Law (KUHD) states that thing that needs to be registered is only in the form of the Articles of Association (*Anggaran Dasar*) of that CV which must at least contain the following provisions:¹²

- a. Identity such as name, address and occupation of allies / company;
- b. Determining the purpose and objectives of the business activity and explain whether the CV carries out general business activities or is limited to certain business branches;
- c. Determining active and passive allies;
- d. The expiration period of the limited partnership (CV);
- e. Determining Capital Income (If any) but not only limited to the form of money, the management allies (complementary allies) can put in the form of goods, labor or crafts, while the authors argue that allied commanditaire who can put capital in the form of money.

Article 15 letter a of the UUJN grants authority to a notary public, one of whom is a notary authorized to make an authentic deed against an agreement desired by the parties to be contained in authentic deed which is called a notarial deed. Limited Partnership (CV) is based on the agreement of the parties to be able to bind themselves to establish a CV. CV that is established with an authentic deed is an expression of the will of the parties. Referring to the Law of Notary Position (UUJN), thus it can be concluded that the notary public as general official has the authority which is attributive to make a deed of establishment of CV in the form of an authentic deed.

There are 2 (two) types of the deeds that are known in notarial deeds:¹³

1. The Relas deed or the deed that is made by Notary

Is the deed drawn up by a notary includes an authentic description from the notary regarding an act that is conducted or a condition that is seen or witnessed by the notary. For example, the deed of minutes of the meeting/ minutes of General Meeting of Shareholders (RUPS) of the Limited Liability Company, certificate of registration of *budel*, and others.

2. Partij deed or deed that is made before a Notary

Namely the deed is the deed made before a notary public whose contents are the will of the parties, for example a credit agreement, and so on.

If it is seen from the group of deeds mentioned above, then the deed of establishment of CV is type of deed that is made before a notary (partij deed), therefore the contents of the deed constitute the Agreement of the parties as long as there is no public order and legislation.

In Article 5 of the Articles of Association of establishment deed of CV No. 23 dated February 11, 2015 only stated that managing allies Mr. AZ and Mr. T are the alliance that is fully responsible, while those who are received later, namely limited partnership, are only responsible until capital is entered into the company. According to Article 6 of the deed of Limited Partnership (CV) Number 23, dated February 11, 2015 it was established with the composition of the founders of the CV which only consisted of management boards, namely:

1. Director : Client, Mr. AZ
2. Vice Director : Client, Mr. T

According to the provisions in Article 19 of the Code of Commercial Law (KUHD), it stipulates that, "Limited Partnership (*Commanditaire Vennootschap*/CV) is a company formed by lending money which is established between a person or among several partnerships that are jointly responsible (*tanggung-renteng*) for the whole, and one or more people as lenders." Based on these provisions, it can be concluded that the CV has ownership structure which consist of at least one person who is director or active ally and at least one person as a passive ally or limited allied (Allied Commanditaire). This was also emphasized by Trade Law Expert Yetty Komalasari "Each CV must have at least one management ally (Board of Director/*debeherende vennoten*) and one limited allied (Allied Commanditaire/ *de commanditaire vennoten*)."¹⁴

¹²Rifky Abdullah Alatas, "Legal status of limited partnership that does not have limited allies (silent allies)", *Tesis*, Sekolah Pascasarjana Magister Kenotariatan Universitas Hasanuddin, Makassar (2017).

¹³Tri Jata Ayu Pramesti, "the Difference between Deed Made by the Notary and Deed Made before the Notary", <www.Hukumonline.com> [accessed on October 20, 2019].

¹⁴Yetty, *Op.Cit.* pp. 134-135.

In the premise section of the Deed "Limited Partnership CV Number 23, February 11, 2015" it is explained that the willingness of the parties (Client) Mr. AZ and Mr. T to establish CV. The contents of the deed must be in accordance with the title of the Deed namely the limited partnership company (CV). The title and contents of the deed indicate that, it is true that the clients, Mr. AZ and Mr.T, both agree to establish a CV. However, the title on the deed of establishment was not in accordance with the contents of the deed, namely Article 5 of the Deed "Limited Partnership CV. Number 23 dated February 11, 2015" which only has management allies and no limited allies (allied commanditaire) in it.

Daeng Naja argues that the contents and title of the deed should be interrelated and in harmony with each other because it will explain which provisions will govern the contents of the agreement to be contained in the deed.¹⁵ Disharmony between the contents and titles in the deed of establishment of limited partnership can cause the problems in determining the legal basis that will be used. Based on the premise of the deed, the client Mr. AZ and Mr. T intend to establish a CV, then the provision of legal basis that is used must refer to the provisions regarding CV regulated in the KUHD.

By considering that the deed of establishment of CV is a type of Partij deed as explained above, therefore, Mr. AZ and Mr. T as the clients who wishes to establish a limited partnership are given the freedom to determine the contents of the deed of establishment of that CV as long as it does not conflict with the Law. However, the legal form of CV Company has been regulated by the Law, namely the KUHD, which provides the concept related the construction of a CV or limited partnership, which is determined by the parties only to determine who is a member of the company and what type of business activities will be carried out.

M.Yahya Harahap explained that the Agreement is a legal relation that involves the law of property between 2 (two) or more people, which gives rights to one party and obligations to another party regarding an accomplishment.¹⁶ Whereas Subekti explained that what is meant by an agreement is a condition where there is an agreement relationship between one person and another person where both people promised to do something. From these events, it creates contractual relationship.¹⁷ On the other hand, Wirjono Prodjodikoro believes that an agreement is a legal relationship regarding an object between one party and another party where one of the parties promises to do something or does not do something, while the other party has the right to demand the implementation of that promise.¹⁸

Contract or Agreement is a translation from *overeenkomst*, Article 1313 of the Civil Code (KUH Perdata) states that an agreement is an act in which one person binds himself to one another or more. The contract or agreement (*overeenkomst*) referred to in Article 1313 of the Civil Code only occurs with the permission or will (*toestemming*) of all of those related to the agreement, that is those who establish the related contract or agreement.¹⁹

Another thing that explains is that the limited partnership or CV must mention the Identity of Active and Passive allies, namely in the Law Number 3 of 1982 concerning Compulsory Enterprise Registration. Article 13 of the Law number 3 of 1982 explains:

1. The things that must be registered if the company is in the form of limited partnership are:
 - a. the date of establishment and the period of establishment of the partnership;
 - b. (1) the name of Company or partnership's name;
(2) company brand;
 - c. (1) main activities and partnership business activities and others;
(2) the license of business that is owned by;
 - d. (1) company address or address of the partnership;
(2) the address of each domicile of partnership or office of the partnership;
 - e. The number of allies is specified in the number of active allies and the number of passive allies;
 - f. Regarding the active allies and passive allies;
 1. full name and every aliases;
 2. Each previous name, if it is different from the letter f number 1;
 3. number and date of proof of identity;
 4. domicile or permanent address;
 5. Foreign addresses if they do not live in the territory of the Republic of Indonesia;
 6. place and date of birth;

¹⁵Daeng Naja, *Technique on Making the Deed*, Pustaka Yustisia, Yogyakarta, 2012, pp. 105-106.

¹⁶M. Yahya Harahap, *Aspects of Agreement Law*, Alumni, Bandung, 1986, p. 6.

¹⁷R. Subekti, *the Basics of Civil Law, cet-31*, Intermedia, Jakarta, 2003, p. 5.

¹⁸Wirjono Prodjodikoro, *Civil law concerning Certain contracts*, Sumur Bandung, Jakarta, 1981, p. 11.

¹⁹Komar Andasasmita, *Notary, Examples of Authentic Deed and its explanation, Cet-2*, Ikatan Notaris Indonesia, Bandung, 1990, p. 430.

7. Country of birth if they were born outside the territory of the Republic of Indonesia,
8. nationality when the registration;
9. every previous nationality if it is different from the letter f number 8;
- g. Other matters that relate to active and passive allies in business activities;
- h. The amount of capital and or value of goods deposited by each active and passive ally;
- i. (1) the date of commencement of partnership activities;
- (2) the date of entry of any new active and passive allies if it is occurred after the partnership is established;
- (3) The date of submission of application for registration;

After the notarial deed is issued, it is then registered with the District Court, to complete the procedures for establishing CV. Based on the results of an interview at the District Court of Banda Aceh City, Syaiful Has'ari as clerk of the court explains that in the registration of deed of CV issued by a notary, the clerk of court as a party in the District Court only gives registration towards the deed, no longer checks the completeness of the structure from a deed of establishment of a registered CV. According to respondents, all CV that is registered at the District Court are no longer examined on how the completeness of structure in the deed of establishment of CV that is registered, because according to him, the notary is public officials that is granted the authority to make the authentic deed by the state, the valid and correct deed in accordance with the Law, therefore the notary should know better about how the arrangement in making the deed of CV.²⁰

The parties concerned in the agreement can mutually bind themselves to carry out or not carry out something and also the other party has the right to demand an implementation of the promise. An agreement has the principle of freedom of contract meaning that the agreement can be in any form as long as it meets Article 1320 of the Civil Code regarding requirements for the validity of agreement, one of which is the agreement of the parties to establish CV No. 23 dated February 11, 2015 which include as the object of research in this scientific work. An agreement can be said to be valid if it fulfills the conditions stipulated by law. The agreement is recognized as valid and has legal consequences (legally concluded contract). According to the provisions of Article 1320 of the Civil Code, the requirements of validity of the agreement are as follows:²¹

a. There is an agreement of the will (*consensus*)

The agreement of the will is the existence of an agreement by the parties who have the will to the contents of the agreement in which one party and the other party agrees to that will and no longer questioned about the contents of the agreement anymore, but they had already agreed on one another.

b. There is the capacity of the parties in the agreement (*capacity*)

The capacity of the parties in an agreement is included as the subjective requirement for making an agreement. It means that the parties concerned to make an agreement must have legal competence in carrying out a legal act. Legal actions are actions that will have legal consequences. Someone can be said capable of carrying out legal actions when he or she becomes an adult. It means that he/she has reached the age of 21 years old, in or has been married even though he/she has not reached the age of 21 years old yet according to the Civil Code. The people who don't have the capacity to carrying out the legal actions are :²²

(1) A person who is not yet mature / 21 years old or has not married yet;

(2) Those who are under guardianship.

c. The certain thing (object)

A certain thing means what is the content or object of the agreement regarding the rights and obligations of both parties, at least the items intended in the agreement are determined by type. The object of the agreement must include the subject of certain goods which at least its types could be determined as stated in Article 1333 of the Civil Code.

d. legal (halal) cause. (Causa)

Legal (halal) causes according to Article 1337 of the Civil Code are the causes that are not prohibited by law and do not conflict with decency or public order.

The four requirements mentioned above are divided into two groups. The first and second requirements are subjective requirement because they relate to the position of the parties who made the agreement. Third and fourth requirements include as objective requirements because they relate to the objects in the agreement. If a subjective requirements are not fulfilled then the agreement can be canceled, then a party in the agreement can

²⁰Syaiful Has'asri, clerk of the District Court of Banda Aceh, Interviewed on Oktober 01, 2019, at 10.00 WIB.

²¹Abdulkadir Muhammad, Indonesian Civil Law, Cet ke-III, Citra Aditya Bakti, Bandung, 2000, p. 228.

²²R subekti dan R. Tjitrosudibio, *the Code of Civil law*, Pradnya Paramita, Jakarta, 2006, p. 341.

submit to the court to cancel the agreement that has been agreed upon, whereas if the objective requirements of an agreement are not fulfilled then an agreement is considered null and void.

The legal basis for the establishment of a CV including CV. Number 23 dated 11th February 2015 established by Mr. AZ and Mr. T which was established before a Notary in Banda Aceh must be based on the provisions of Code of Commercial Law (KUHD) specifically on Article 19 of KUHD. Thus, it can be found out that, the agreement on the establishment of CV Number 23 dated 11th February of 2015, which is stated in the Deed of Limited Partnership (*Commanditaire Vennootschap*) does not fulfill the requirements of validity of agreement, namely the objective requirements regarding the object that has been promised are not in accordance with Article 19 KUHD, which is a halal cause. A deed has legal power that is the power of formal proof, material and physical evidence. Thus, regarding the Deed "Limited Partnership CV Number 23 dated 11th February of 2015" which does not meet the objective requirements for the validity of the agreement so that it does not have the legal power of proof as an authentic deed and null and void.

Article 19 of code of commercial law (KUHD) explains that CV is established with a membership structure of one or more people as a management ally (complementary) and one or more people as money lenders (limited allies/allied commanditaire), in other words, CV No. 23 dated 11th February of 2015 which is the object of this study consists only of allied management (complementary), then the CV is not the structure of a CV, but a Firm (*Fa/Firma*) namely a Firm is a form of alliance of business entities to run and develop business between two or more people with the name of joint ventures.

IV. RESULT

Based on the results of observations, the author found that there are several deeds of establishment of a limited partnership (CV) made before Notary Public which do not mention allied commanditaire in the articles of association for the establishment of CV. This is because the notary as public official who has the authority to make an authentic deed gives authority to the clients who want to establish CV in order to determine the contents of the CV, because the deed of establishment of CV is a type of *partij* deed in which the deed was made before a notary public and the contents are the wishes of the parties. Therefore, its legal consequence is that the notary cannot be held liable. However, some literature explains that CV is a concept of limited partnership which has structure of membership that is divided into two types of allies between one or more management allies (board of Director) and one or more money release allies/lenders (commanditaire). The results shows that CV that does not explicitly mention limited allies (allied commanditaire) in the deed of establishment of CV cannot be called as a CV but a Firm that only has management ally/ complementary ally in it and is responsible even for its personal property. Whereas, limited allies are only responsible for capital, this is what distinguishes the concept of CV and the concept of Firm in the Civil Alliance because the contents of the deed of CV establishment are contractual, then the deed of establishment of CV should be null and void because it is not in accordance with the objective requirements of the validity of agreement, namely not in accordance with the article 19 of the Code of Commercial Law (KUHD).

V. CONCLUSION

Limited Partnership is basically a form of partnership which is owned by two parties where one party is the director and the other party is as the owner of capital, but it seems that the expectation of the legislators has no impact on some prospective business actors who evidently still choose CV as a company to obtain the profit. although they have the lack of understanding or sometimes do not understand the legal provisions which govern about CV, there are even the CV that do not have the main elements to be declared as a CV because there are no limited allies (allied commanditaire) but still exist, such as the deed of establishment of CV. No. 23 dated February 11, 2015 which is the object of this research. although it is often found the role of limited allies (allied commanditaire) that is not too important in the CV, but the role of limited allies can be very helpful in providing capital for a company, limited allies are also allowed to perform supervisory functions like a commissioner. This would be very helpful in optimizing the running process of companies that can give an impact on the Indonesian economic matters in Indonesia. Therefore, Notaries as public officials who are given the authority to make an authentic deed are also given the obligation to provide legal counseling to the clients who wish to make a deed to them. This aims for the business actors to understand the form of business that they want to establish so that it will be in accordance with the concept of legislation.

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